

# **EASTERN MICHIGAN UNIVERSITY**

A Contract to Charter a Public School Academy and Related Documents

Issued By

**THE BOARD OF REGENTS OF  
EASTERN MICHIGAN UNIVERSITY**  
(Authorizing Body)

To

**COMMONWEALTH COMMUNITY DEVELOPMENT  
ACADEMY**  
(A Public School Academy)

2024

## **TABLE OF CONTENTS**

<b><u>Contract Documents</u></b>	<b><u>Tab</u></b>
University Board Resolutions .....	A
Terms and Conditions of Contract .....	B
Contract Schedules .....	C
Schedule 1: Articles of Incorporation .....	1
Schedule 2: Bylaws .....	2
Schedule 3: Fiscal Agent Agreement .....	3
Schedule 4: Oversight Agreement .....	4
Schedule 5: Description of Staff Responsibilities .....	5
Schedule 6: Physical Plant Description .....	6
Schedule 7: Required Information for Public School Academy .....	7
Section a: Governance Structure .....	a
Section b: Educational Goals .....	b
Section c: Educational Programs .....	c
Section d: Curriculum .....	d
Section e: Method of Pupil Assessment .....	e
Section f: Application and Enrollment of Students .....	f
Section g: School Calendar and School Day Schedule .....	g
Section h: Age and/or Grade Range of Pupils .....	h



**UNIVERSITY BOARD RESOLUTIONS**

**BOARD OF REGENTS**  
**EASTERN MICHIGAN UNIVERSITY****RECOMMENDATION****AMENDMENT TO THE CHARTER SCHOOLS BOARD OF DIRECTOR METHOD OF SELECTION POLICY****ACTION REQUESTED**

It is recommended that the Board of Regents adopt the attached resolution outlining a revised method of selecting board of directors of public school academies, schools of excellence and strict discipline academies.

**STAFF SUMMARY**

With the passage of Public Act 277 of 2011, which amended Michigan's charter school law, authorizers of public school academies are required to pass a resolution addressing their method of selecting and appointing individuals to serve on their public school academy boards of directors. This revision represents EMU's Charter Schools Office's commitment to continuous review and improvement of its processes.

**FISCAL IMPLICATIONS**

None.

**ADMINISTRATIVE RECOMMENDATION**

The proposed recommendation has been revised/and is recommended for Board approval.



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University Executive Officer

5/25/2018

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Date

# **Eastern Michigan University Board of Regents**

## **RESOLUTION**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the policy titled Public School Academy Board of Director Method of Selection dated June 22, 2018, is adopted; and

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

I, the undersigned, as Secretary of the Eastern Michigan University Board of Regents, do hereby certify the foregoing resolution was adopted by the Eastern Michigan University Board of Regents at a public meeting held on the June 22, 2018, with a vote of eight for, zero opposed, and none abstaining.

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

Eastern Michigan University  
Board Secretary

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

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

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

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

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

### **Length of Term**

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

### **Number of Directors**

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

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

### **Qualifications of Members**

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

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

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

### **Oath of Public Office**

Before beginning their service, all members of the Academy's Board of Directors shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be filed with the University's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

### **Removal and Suspension**

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

Under exigent conditions, with the approval of the University Board Chair, the Director of the Charter Schools Office may suspend or remove a member of the Academy Board, if in his/her judgement the member's fitness for office is in question and/or the member's continued presence on the Academy Board would constitute a risk to persons or property or would significantly impair the operations of the Academy. Any suspensions or removals 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 suspension or removal actions taken pursuant to this paragraph.

### **Tenure**

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

### **Resignation**

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

### **Board Vacancies**

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

### **Compensation**

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses incidental to their duties as Academy Board members.

**BOARD OF REGENTS**  
EASTERN MICHIGAN UNIVERSITY

**RECOMMENDATION**

**REAUTHORIZATION OF CHARTER SCHOOLS**

**ACTION REQUESTED**

It is recommended that the Eastern Michigan University Board of Regents issue a charter for ***Commonwealth Community Development Academy*** and authorize the President of the University to execute a new three-year charter school contract which will expire June 30, 2027.

Furthermore, it is recommended that the Eastern Michigan University Board of Regents issue a charter for ***Great Lakes Academy*** and authorize the President of the University to execute a new two-year charter school contract which will expire June 30, 2026.

**STAFF SUMMARY**

**Commonwealth Community Development Academy**

Mission Statement: Commonwealth Community Development Academy shall challenge each student to succeed at his/her maximum potential in a safe and secure environment. Academic and social excellence will be encouraged through effective instruction and cooperation between faculty, parents, and students.

Commonwealth Community Development Academy (Commonwealth) was established in 1996 to serve students in grades 6-8 in the city of Detroit. The Academy expanded its service to the community by adding grades K-5 in 1998. Commonwealth currently serves 159 students in grades Prek- 8 with many of these students having parents that attended the school with a desire for their children to have the same quality educational experience they previously had.

Commonwealth students have demonstrated higher levels of academic growth through full implementation of the Success For All program by its dedicated staff in addition to thriving community partnerships that provide educational experiences that extend learning beyond the classroom.



## **Great Lakes Academy**

Mission Statement: To provide an environment which promotes and provides practical knowledge to become productive and responsible citizens in the 21st century. GLA will prepare students to function in a complex, ever changing world by cultivating habits which promote a positive self concept. The results will be excellence in the basic core subject areas, art, music, physical education and technology.

Great Lakes Academy was established in 1997 to serve students in grades K-3 in the city of Pontiac. The Academy added a grade level each year for the first five years and now serves 183 students in grades PreK-8.

A newly configured Board of Directors has hired a new administrative team and educational service provider committed to ensuring Great Lakes Academy maintains a dedicated and high quality staff to continue the implementation of an integrated curriculum that includes the Success for All program to meet the academic needs of its student body and promote lifelong learning opportunities for all.

### **FISCAL IMPLICATIONS**

None.

### **ADMINISTRATIVE RECOMMENDATION**

The proposed Board action has been reviewed and is recommended for Board approval.

\_\_\_\_\_  
**University Executive Officer**  
**Rhonda Longworth, Ph.D.**

5/30/2024  
\_\_\_\_\_  
**Date**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2024**

**ISSUED BY**

**THE EASTERN MICHIGAN UNIVERSITY BOARD OF REGENTS**

**TO**

**COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

## **TABLE OF CONTENTS**

### **ARTICLE I DEFINITIONS**

Section 1.1.	Certain Definitions .....	1
Section 1.2.	Captions .....	5
Section 1.3.	Gender and Number .....	5
Section 1.4.	Statutory Definitions .....	5
Section 1.5.	Schedules .....	5
Section 1.6.	Application .....	5
Section 1.7.	Conflicting Contract Provisions .....	5

### **ARTICLE II RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD**

Section 2.1.	Constitutional Status of Eastern Michigan University .....	6
Section 2.2.	Independent Status of the Academy .....	6
Section 2.3.	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University .....	6
Section 2.4.	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University .....	6

### **ARTICLE III ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY**

Section 3.1.	University Board Resolutions .....	7
Section 3.2.	University Board as Fiscal Agent for the Academy .....	7
Section 3.3.	Oversight Responsibilities of the University Board .....	7
Section 3.4.	Reimbursement of University Board Expenses .....	7
Section 3.5.	University Board Approval of Condemnation .....	7
Section 3.6.	Authorization of Employment .....	8
Section 3.7.	Charter Schools Director Review of Certain Financing Transactions .....	8
Section 3.8.	Authorizing Body Contract Authorization Process .....	9
Section 3.9.	University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence .....	9

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

Section 4.1.	Limitation on Actions in Performance of Governmental Functions .....	9
Section 4.2.	Other Permitted Activities .....	10
Section 4.3.	Academy Board Members Serve In Their Individual Capacity .....	10

Section 4.4.	Incompatible Public Offices and Conflicts of Interest Statutes .....	10
Section 4.5.	Prohibition of Identified Family Relationships.....	11
Section 4.6.	Dual Employment Positions Prohibited.....	11
Section 4.7.	Oath of Public Office .....	11
Section 4.8.	Academy Counsel .....	11

## ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1.	Nonprofit Corporation .....	12
Section 5.2.	Articles of Incorporation.....	12
Section 5.3.	Bylaws.....	12
Section 5.4.	Quorum .....	12

## ARTICLE VI OPERATING REQUIREMENTS

Section 6.1.	Governance Structure.....	12
Section 6.2.	Educational Goals .....	12
Section 6.3.	Educational Programs .....	12
Section 6.4.	Curriculum .....	13
Section 6.5.	Method of Pupil Assessment .....	13
Section 6.6.	Application and Enrollment of Students.....	13
Section 6.7.	School Calendar and School Day Schedule.....	13
Section 6.8.	Age or Grade Range of Pupils .....	13
Section 6.9.	Collective Bargaining Agreements .....	13
Section 6.10.	Accounting Standards .....	14
Section 6.11.	Annual Financial Statement Audit.....	14
Section 6.12.	Address and Description of Physical Plant; Process for Expanding Academy's Site Operations.....	14
Section 6.13.	Contributions and Fund Raising .....	14
Section 6.14.	Disqualified Organizational or Contractual Affiliations.....	15
Section 6.15.	Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes .....	15
Section 6.16.	Matriculation Agreements .....	15
Section 6.17.	Postings of Accreditation Status .....	15
Section 6.18.	New Public School Academies Located Within The Boundaries of A Community District. ....	15
Section 6.19.	Part 6A Blended Learning Opportunities .....	15

## ARTICLE VII TUITION PROHIBITED

Section 7.1.	Tuition Prohibited; Fees and Expenses.....	16
--------------	--	----

## ARTICLE VIII

## COMPLIANCE WITH APPLICABLE LAW

Section 8.1.	Compliance with Applicable Law .....	16
--------------	--------------------------------------	----

## ARTICLE IX AMENDMENT

Section 9.1.	Amendments .....	16
Section 9.2.	Process for Amendment Initiated by the Academy .....	16
Section 9.3.	Process for Amendment Initiated by the University Board .....	17
Section 9.4.	Final Approval of Amendments .....	17
Section 9.5.	Change in Existing Law .....	17
Section 9.6.	Emergency Action on Behalf of University Board .....	17

## ARTICLE X CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1.	Statutory Grounds for Revocation .....	18
Section 10.2.	Other Grounds for Revocation .....	18
Section 10.3.	Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination .....	19
Section 10.4.	Grounds and Procedures for Academy Termination of Contract .....	20
Section 10.5.	Grounds and Procedures for University Termination of Contract .....	20
Section 10.6.	University Board Procedures for Revoking Contract .....	20
Section 10.7.	Contract Suspension .....	23
Section 10.8.	Venue; Jurisdiction .....	24
Section 10.9.	Conservator; Appointment By University President .....	25
Section 10.10.	Academy Dissolution Account .....	25

## ARTICLE XI PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1.	The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan .....	26
Section 11.2.	Insurance .....	27
Section 11.3.	Legal Liabilities and Covenant Against Suit .....	32
Section 11.4.	Lease or Deed for Proposed Single Site .....	33
Section 11.5.	Occupancy and Safety Certificates .....	33
Section 11.6.	Criminal Background and History Checks; Disclosure of Unprofessional Conduct .....	34
Section 11.7.	Special Education .....	34
Section 11.8.	Deposit of Public Funds by the Academy .....	34
Section 11.9.	Nonessential Elective Courses .....	34
Section 11.10.	Required Provisions for ESP Agreements .....	34
Section 11.11.	Management Agreements .....	36
Section 11.12.	Administrator and Teacher Evaluation Systems .....	36

Section 11.13.	K to 3 Reading .....	36
----------------	----------------------	----

## ARTICLE XII GENERAL TERMS

Section 12.1.	Notices .....	37
Section 12.2.	Severability .....	37
Section 12.3.	Successors and Assigns.....	37
Section 12.4.	Entire Contract .....	37
Section 12.5.	Assignment .....	38
Section 12.6.	Non Waiver .....	38
Section 12.7.	Governing Law .....	38
Section 12.8.	Counterparts .....	38
Section 12.9.	Term of Contract.....	38
Section 12.10.	Indemnification .....	38
Section 12.11.	Construction .....	39
Section 12.12.	Force Majeure .....	39
Section 12.13.	No Third Party Rights.....	39
Section 12.14.	Non-agency .....	39
Section 12.15.	University Board or CSO General Policies on Public School Academies Shall Apply.....	39
Section 12.16.	Survival of Provisions.....	39
Section 12.17.	Information Available to the Public.....	39
Section 12.18.	Termination of Responsibilities .....	40
Section 12.19.	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	40
Section 12.20.	Student Privacy .....	40
Section 12.21.	Disclosure of Information to Parents and Legal Guardians .....	40
Section 12.22.	List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian .....	42
Section 12.23.	Partnership Agreement.....	42
Section 12.24.	Statewide Safety Information Policy .....	42
Section 12.25.	Criminal Incident Reporting Obligation .....	42
Section 12.26.	Academy Emergency Operations Plan .....	43
Section 12.27.	School Safety Liaison .....	43
Section 12.28.	New Building Construction or Renovations .....	43
Section 12.29.	Annual Expulsion Report and Website Report on Criminal Incidents .....	43

Exhibit A

Schedules

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

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

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

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

WHEREAS, the Eastern Michigan University Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

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

## **ARTICLE I**

### **DEFINITIONS**

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

- (a) “Academy” means the Michigan nonprofit corporation named Commonwealth Community Development Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Annual Reporting Calendar” means the Annual Reporting Calendar developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Annual Reporting Calendar. Upon amendment, changes to the Annual Reporting Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (d) “Applicable Law” means all state and federal law applicable to public school academies, including all rules, regulations, and order promulgated thereunder.
- (e) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.
- (f) “Authorizing Resolution” means the Resolutions adopted by the University Board on June 20, 2024.
- (g) “Charter Schools Director” means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (h) “Charter Schools Office” or “CSO” means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is also responsible for administering the University Board’s responsibilities with respect to the Contract.
- (i) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (j) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (k) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (l) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Annual Reporting Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (m) “Department” means the Michigan Department of Education, established pursuant to Article VII, Section 3 of the Michigan Constitution of 1963 and created pursuant to Section 16.400 of the Michigan Compiled Laws.
- (n) “Director” means a person who is a member of the Academy Board of Directors.
- (o) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the Charter Schools Director for review as provided in Section



11.11 and has not been disapproved by the Charter Schools Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- (p) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and a part of this Contract. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (q) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (r) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and a part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the Charter Schools Office for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (t) “President” means the President of Eastern Michigan University or his or her designee.
- (u) “Resolution” means the resolution adopted by the University Board on June 22, 2018 establishing the standard method of selection, length of term and

number of members format for public school academies issued a Contract by the University Board, as amended from time to time.

- (v) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description and Schedule 7: Required Information for Public School Academies.
- (w) “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.
- (x) “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.
- (y) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (z) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2024, Issued by the Eastern Michigan University Board of Regents to Commonwealth Community Development Academy Confirming the Status of Commonwealth Community Development Academy as a public school academy.”
- (aa) “University” means Eastern Michigan University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.551 *et seq.*
- (bb) “University Board” means the Eastern Michigan University Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (cc) “University Board Chairperson” means the Chairperson of the Eastern Michigan University Board of Regents or his or her designee.
- (dd) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

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

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

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

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

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

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

## ARTICLE II

### RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Eastern Michigan University. The University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the 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, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the

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 assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, 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, 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, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

### **ARTICLE III**

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

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

Section 3.2. 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, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the 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 Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of University Board Expenses. The Academy shall pay the University Board an administrative fee to reimburse the University Board for the expenses

associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. 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 Charter Schools Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Director's recommendation will be submitted by the Charter Schools Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

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

Section 3.7. Charter Schools Office Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the Charter Schools Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty

(30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the Charter Schools Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Director may disapprove the proposed transaction if the proposed transaction violates this Contract or applicable law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Director. By not disapproving a proposed transaction, the Charter Schools Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term set forth in Section 12.9 without any further action of either the Academy or the University Board. The Academy shall seek a new contract by making a formal request to the University Board or its designee, the Charter Schools Director, in writing at least two years prior to the end of the current Contract Term. The University Board or its designee, the Charter Schools Director, shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board or its designee, the Charter Schools Office. 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 through its designee the CSO as the most important factor of whether to issue or not issue a new contract. The University Board through its designee the CSO, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.9. University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the University Board shall establish its own

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

## ARTICLE IV

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

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the 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 as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a 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 real or personal property leased or subleased to the Academy.

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

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

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

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



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

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

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

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

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

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

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

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

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

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

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

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

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

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

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the 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.

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

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

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

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

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

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions.

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

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

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

Section 6.19. Part 6A Blended Learning Opportunities. The Academy shall ensure requirements for Academy students enrolled in a blended learning course meet all Department requirements, including, but not limited to, pupil accounting requirements which may be described in the Department's Pupil Accounting Manual related to a Part 6A public school academy that provides blended learning opportunities to its students.

## **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 LAW**

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

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Amendments. The 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 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. Except as provided in Section 6.12 of these Terms and Conditions, the University Board delegates to the Charter Schools Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Charter Schools Director, the University Board may consider and vote upon a change proposed by the Academy following an opportunity, if provided by the University Board, 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 Charter Schools Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the 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 Charter Schools 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 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 rights, the responsibilities or 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 on behalf 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 Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

## **ARTICLE X**

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

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the 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 meet the educational goals and related measures set forth in this Contract;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the 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 goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or

(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the 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 Charter Schools Director shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

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

If the Department elects not to issue a Pupil Hardship Exemption and the Charter Schools 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 Charter Schools 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(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request



termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools 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; (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; or (iii) if exigent circumstances exist that the University Board, in its sole discretion, determines necessitate termination of this Contract to protect the health, safety, or welfare of the Academy students, property, or funds that cannot be cured in a reasonable period as determined solely by the University Board, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools 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. The University Board's process for revoking the Contract is as follows:

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

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

deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Director prior to a review of the Academy Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools 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 Charter Schools Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s). Reconstitution of the Academy does not 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 Charter Schools Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Charter Schools Director determines that any of the following has occurred:

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

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

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

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

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

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

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

The Charter Schools 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 Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Director's decision 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 Charter Schools 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 Charter Schools Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Director or his or her designee and the Academy Board or its designee. 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 Charter Schools Office 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 Charter Schools Office, 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 10.10 of these Terms and Conditions.

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

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

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools 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 Charter Schools Director to suspend the Contract, may be retained by the University Board for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene

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

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

Section 10.9. 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 of a Board of Directors of a Public School Academy and 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 10.10. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools 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 by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.

The Academy agrees to comply with all of the following:

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

described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

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

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

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

<b>M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS</b> <b>for Public School Academies (PSA), Strict Discipline Academies (SDA)</b> <b>Urban High Schools (UHS) &amp; Schools of Excellence (SOE)</b> <small>NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better</small> <b>EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Must include Corporal Punishment coverage.
	\$1,000,000 per occurrence & \$2,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as an Additional Insured with Primary and Non-Contributory Coverage.
	NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
	Must include Employment Practices Liability.
	Must include Corporal Punishment coverage.
	Must include Sexual Abuse & Molestation coverage.
	Must include Directors' & Officers' coverage.
	Must include School Leaders' E&O.
	Can be Claims Made or Occurrence form.



<b>Errors &amp; Omissions (E&amp;O)</b>	If Claims Made, retroactive date must be the same or before date of original University-PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	\$1,000,000 per occurrence & \$3,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as an Additional Insured with Primary and Non-Contributory Coverage.

**M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS**  
**for Public School Academies (PSA), Strict Discipline Academies (SDA)**  
**Urban High Schools (UHS) & Schools of Excellence (SOE)**

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

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

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

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

**M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS**  
**for Public School Academies (PSA), Strict Discipline Academies (SDA)**  
**Urban High Schools (UHS) & Schools of Excellence (SOE)**

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

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

**ADDITIONAL RECOMMENDATIONS**

COVERAGE	RECOMMENDATION
Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
Automobile Physical Damage	Coverage for damage to the owned or used vehicle.

**DISCLAIMER:**

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

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

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 have a provision included in all policies requiring notice to

the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of insurance renewal “Acord” copies of the insurance certificate of liability insurance and public school academy insurance verification document to the Charter Schools Director or, upon request, submit copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the University Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office.

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

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

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original University-PSA contract</b>
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL)</b>	\$1,000,000 per accident

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

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

The University’s insurance carrier periodically reviews the types and amounts of insurance coverages 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.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the University Board, the University or any other authorizing body, or to enter into a contract that would bind the University

Board or 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 agrees and 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 Board and the University do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board or the University, or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

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

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

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

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

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

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

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. 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.

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

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

supplied by the Academy Board or the [insert name of Educational Service Provider], or which arise out of the failure of the Academy Board or the [insert name of Education Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Eastern Michigan University Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.”

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

“Compliance with Academy’s Contract. [Insert name of Educational Service Provider] agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Eastern Michigan University Board of Regents. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

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

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

“Compliance with Section 12.17 of Contract Terms and Conditions. [Insert name of Educational Service Provider] shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the

Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.”

“Part 6A Blended Learning Opportunities. [Insert name of Educational Service Provider] shall ensure requirements for Academy students enrolled in a blended learning course meet all Department requirements, including, but not limited to, pupil accounting requirements which may be described in the Department’s Pupil Accounting Manual related to a Part 6A public school academy that provides blended learning opportunities to its students.”

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP Policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

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

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



## ARTICLE XII

### GENERAL TERMS

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

If to the University Board:

Jolia Hill  
Director of Charter Schools  
310 Porter Hall  
Eastern Michigan University  
Ypsilanti, MI 48197

If to University Counsel:

Jeffrey E. Ammons  
Associate General Counsel  
11 Welch Hall  
Eastern Michigan University  
Ypsilanti, MI 48197

If to Academy:

Mr. Solomon Spann  
Board President  
13477 Eureka  
Detroit, MI 48212

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

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

Section 12.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the 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 either the Academy or the University Board.

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for three (3) years until June 30, 2027, unless sooner revoked or terminated according to the terms hereof.

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

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

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

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

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

Section 12.15. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

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

Section 12.17. Information Available to the Public.

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

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the 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 any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

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

Section 12.20. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.23, shall not:

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

(i) for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the 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 12.21. Disclosure of Information to Parents and Legal Guardians. Subject to Section 12.23:

(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, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;
- (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, Charter Schools Office
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

- (a) Subject to Section 12.23, the Academy shall do all of the following:
  - (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
  - (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more Uses.
  - (iii) Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.

- (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

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

Section 12.23. 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 12.24. Partnership Agreement. If the Department and State Reform Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.25. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.26. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.27. Academy Emergency Operations Plan.

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

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

Section 12.28. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.29. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.30. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

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


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

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

*<<Signatures on Following Page>>*

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

**EASTERN MICHIGAN UNIVERSITY  
BOARD OF REGENTS**

By:   
James M. Smith, Ph.D.  
President

EMU Legal Affairs  
"Approved as to legal form"

Date: July 1, 2024

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

**COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

By:   
Solomon Spann, Academy Board President

Date: July 1, 2024



## **CONTRACT SCHEDULES**

### **Schedules**

Articles of Incorporation .....	1
Bylaws .....	2
Fiscal Agent Agreement .....	3
Oversight Agreement .....	4
Description of Staff Responsibilities .....	5
Physical Plant Description .....	6
Required Information for Public School Academy .....	7

**CONTRACT SCHEDULE 1**

**Articles of Incorporation**

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES											
Date Received <b>AUG 27 2001</b>		(FOR BUREAU USE ONLY) <b>ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION</b> <i>Article III</i>									
		<b>FILED</b>  <b>AUG 27 2001</b>  Administrator BUREAU OF COMMERCIAL SERVICES									
<table border="1"> <tr> <td colspan="3">Name Thomas G. Rollins</td> </tr> <tr> <td colspan="3">Address 30300 Northwestern Highway, Suite 311</td> </tr> <tr> <td>City Farmington Hills</td> <td>State Michigan</td> <td>Zip Code 48334</td> </tr> </table>			Name Thomas G. Rollins			Address 30300 Northwestern Highway, Suite 311			City Farmington Hills	State Michigan	Zip Code 48334
Name Thomas G. Rollins											
Address 30300 Northwestern Highway, Suite 311											
City Farmington Hills	State Michigan	Zip Code 48334									
EFFECTIVE DATE:											

Document will be returned to the name and address you enter above.

7	4	3	-	5	3	5
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**RESTATED ARTICLES OF INCORPORATION  
For Use by Domestic Nonprofit Corporations**

**OF**

**COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

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

**ARTICLE I**

1. The name of the corporation is: Commonwealth Community Development Academy.
2. The corporation identification number (CID) assigned by the Bureau is: 743-535.
3. The corporation has used no other names.
4. The date of filing the original Articles of Incorporation was: July 29, 1996.

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: Commonwealth Community Development Academy.

The authorizing body for the corporation is: the Board of Regents of Eastern Michigan University.

## ARTICLE II

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

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

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

## ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: \$0.00.

Personal Property: \$527,529.00, *school bus, furniture and office supplies.*

This value was obtained from a Single Audit Report dated June 30, 2000.

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

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

#### **ARTICLE IV**

The address of the registered office is 15349 Artesian Street, Detroit, Michigan, 48223.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is Cullian W. Hill.

#### **ARTICLE V**

The corporation is a governmental entity.

#### **ARTICLE VI**

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

#### **ARTICLE VII**

Before execution of a contract to charter a public school academy between the corporation and the Board of Regents of Eastern Michigan University (the "Authorizing Body"), 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 Authorizing Body as required by the Code.

#### **ARTICLE VIII**

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

#### **ARTICLE IX**

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

## ARTICLE X

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its 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 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 Authorizing Body for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

## ARTICLE XI

The Terms defined in the Terms and Conditions of the Contract to Charter a Public School Academy ("Contract") between the Authorizing Body and the Academy shall have the same meaning in these articles.

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

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to the University Charter Schools Office 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 University Charter Schools Office 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 University Charter Schools Office Director, and the amendments are filed with the Michigan Department of Consumer and Industry Services, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's or University Charter Schools Office Director's approval of the amendment.

#### ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 20 day of August 2001, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 20 day of August, 2001.

By [Signature]  
Misha Helvey, Academy Board President

APPROVED BY:

[Signature]  
Dr. Joseph F. Pollack, Director  
Eastern Michigan University  
Charter Schools Office  
Dated: 8/21/01

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IDA JAKA

## **CONTRACT SCHEDULE 2**

### **Bylaws**



**BYLAWS**  
**OF**  
**COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Commonwealth Community Development Academy (the “Academy” or “Corporation”).

**ARTICLE II**

**FORM OF CORPORATION**

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

**ARTICLE III**

**OFFICES**

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

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

**ARTICLE IV**

**BOARD OF DIRECTORS**

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

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

resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by The Board of Regents of Eastern Michigan University (the "University Board").

## ARTICLE V

### MEETINGS

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

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

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

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

Section 4. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

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

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

Section 7. Votes by Directors. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

## ARTICLE VI

### COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, the Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

## ARTICLE VII

### OFFICERS OF THE BOARD

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

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

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

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

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.



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

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

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

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

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

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

## ARTICLE VIII

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

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

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

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

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other



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

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

## **ARTICLE IX**

### **INDEMNIFICATION**

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

## **ARTICLE X**

### **FISCAL YEAR**

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

## ARTICLE XI

### AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the Charter Schools Office. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the Charter Schools Office.

## ARTICLE XII

### CONTRACT DEFINITIONS

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

### CERTIFICATION

These Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Board of Directors on the 13 day of May, 2019.

  
Secretary

**CONTRACT SCHEDULE 3**

**Fiscal Agent Agreement**



## **SCHEDULE 3**

### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Eastern Michigan University Board of Regents ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Commonwealth Community Development Academy, a public school academy (the "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 to the Academy any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy,

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

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Eastern Michigan University as designated by the University Board who receives State School Aid Payments on behalf of the Academy and forwards such payments to the Academy.

"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 School Aid Act of 1979, as amended.

## **ARTICLE II**

### **FISCAL AGENT DUTIES**

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments and forwarding such payments to the Academy. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

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

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

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

Section 2.05. Prior University Review Required for Certain Financial Transactions. The Academy is required to fully comply with Section 3.7 of this Contract's Terms and Conditions.

### **ARTICLE III**

#### **STATE DUTIES**

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

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

### **ARTICLE IV**

#### **ACADEMY DUTIES**

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

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

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

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy. In the event an overpayment of any kind is made to the Academy by the Fiscal Agent, the Academy shall be directly responsible for reimbursing the Fiscal Agent.

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

## **ARTICLE V**

### **RECORDS AND REPORTS**

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

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

## **ARTICLE VI**

### **CONCERNING THE FISCAL AGENT**

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

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

Section 6.03. Withholding of State Aid Funds. Notwithstanding any other provisions contained in this Contract, at its sole discretion, Eastern Michigan University, acting in its capacity as Authorizer and Fiscal Agent, and within permissible parameters as prescribed by the Code, may elect to increase its administrative fee up to 3% of the total state school aid received by the Public School Academy for all or any portion of the entire school year and thereafter, whenever any amount of state school aid is withheld as a result of the Public School Academy's failure to comply with any requirements of Federal, State or Local law or regulation.

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 Eastern Michigan University Board of Regents to Commonwealth Community Development Academy.

BY: \_\_\_\_\_

\_\_\_\_\_, Director

Bureau of Bond Finance  
Michigan Department of Treasury

Date: \_\_\_\_\_, 20\_\_

**CONTRACT SCHEDULE 4**

**Oversight Agreement**

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

This Agreement is part of the Contract issued by The Board of Regents of Eastern Michigan University ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Commonwealth Community Development Academy (the "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 1.01. **Definitions.** Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Agreement" means this Oversight Agreement.

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

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

"Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.01 of this Schedule 4.

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



## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

k. Perform such other duties and responsibilities, in its sole discretion, which it deems necessary in order to conduct oversight of the Academy's compliance with this Contract, the Code and other applicable law.

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

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

b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.

c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.

d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to the CSO Director and counsel for the University Board as designated in Article XII of the Terms and Conditions.

e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.

f. Provide proposed Academy Board meeting agenda to the Charter Schools Office at least five (5) days prior to the Academy Board meeting. Provide approved agendas and minutes of all Academy Board of Directors' meetings to the University Charter Schools Office no later than ten (10) days after such items are approved.

g. Submit to the Charter Schools Office within ten (10) days of insurance renewal copies of the "ACORD" insurance certificate/s of liability insurance. Provide upon request by the Charter Schools Office, and in the manner requested, the Academy's insurance verification document and copies of insurance policies evidencing all insurance as required by the Contract. Provide upon request by the Charter Schools Office, or in accordance with the Epicenter Compliance Calendar, copies of all insurance required by the Contract to an independent insurance reviewer.

h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.

- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.
- k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.
- l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Charter Schools Office' ESP Policies, the Contract and the Code.
- m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.
- n. Prior to the issuance of this Contract, the Academy Board shall provide the Charter Schools Office with a copy of the description of staff responsibilities for employees of the Academy for inclusion in the Contract.
- o. Prior to July 1 of each year, the Academy Board shall approve and submit an operating school budget. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; and (iii) any start-up expenses incurred by the Academy. The Academy will prepare and adopt its operating budget and all subsequent budget revisions in a form and manner prescribed by law and the Michigan Public School Accounting Manual. Within ten (15)

days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within its transparency section, accessible to the public.

p. Submit proof annually that the Academy is employing classroom teachers who meet the certification requirements set forth in Part 22 of the Revised School Code, and may only use non-certified teachers when allowed by law. Before the Academy hires non-certified teachers, it shall notify EMU in writing of its intent to do so no less than 15 days before it takes such action. The Academy shall employ certified administrators and chief business officials as required by law.

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

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

### **ARTICLE III**

#### **RECORDS AND REPORTS**

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

### **ARTICLE IV**

#### **MISCELLANEOUS**

Section 4.01. Administrative Fee. The Academy agrees to pay to the University Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University Board from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible.

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

## ARTICLE V

### TRANSPARENCY PROVISION

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

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

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

19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

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

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

**CONTRACT SCHEDULE 5**

**Description of Staff Responsibilities**

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** **EXECUTIVE ADMINISTRATOR/SUPERINTENDENT**

**PURPOSE:** Performs hiring and disciplinary action of all staff. Manages all of the business affairs of the academy and any other responsibilities deemed necessary by the Board of Directors.

**SUPERVISED BY:** Contracted position through ESP and who reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

- Manage principal and lead teachers in their administrative functions
- Negotiate and approve all contracts and purchases, subject to the approval of the Board
- Manage custodial and enrichment staff
- Coordinate activities between the Board of Directors and academy personnel
- Attend all Board of Director meetings
- Approve all payroll and benefit disbursements
- Contribute toward the creation of a positive school climate
- Liaison to the community
- Apply for federal, state and local foundation grants, subsidies and donations
- Liaison to Wayne County Regional Educational Service Agency (WCRESA)
- Liaison to Michigan Department of Education
- Staff recruitment

## **QUALIFICATIONS**

**EDUCATION AND EXPERIENCE:**



Possess a minimum of a bachelor's degree with 5 years experience in an administrative position in a business environment.

Job Description: Executive Administrator/Superintendent Cont.

**PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

**CONDITIONS OF EMPLOYMENT:**

20-25 Hours weekly average over a one year period

**BENEFITS:** 100% PACKAGE

**SALARY:** Minimum: \$ 60,000 Maximum: \$ 125,000 annually

**CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** ASSISTANT EXECUTIVE ADMINISTRATOR

**PURPOSE:** Assists the Executive Administrator with hiring and disciplinary action of all staff; Assist in managing limited business affairs of the academy and any other responsibilities deemed necessary by the Executive Administrator.

**SUPERVISED BY:** Contracted Executive Administrator/Superintendent who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

- Assist Executive Administrator in managing principals and all other staff
- Assist in negotiating all contracts and purchases, subject to the approval of the Board
- Coordinate activities between the Executive Administrator and academy personnel
- Attend Board of Director meetings
- Coordinate all payroll and benefit disbursements
- Contribute toward the creation of a positive school climate
- Assist with liaison to the community
- Apply for federal, state and local foundation grants, subsidies and donations
- Assist with liaison to Wayne County Regional Educational Service Agency (WCRESA)
- Assist with liaison to Michigan Department of Education
- Manage Food Service and Transportation Department
- Interviewing for all employees

## **QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE:**

Possess a minimum of a bachelor's degree with 3 years experience in an administrative position in a business environment.

**Job Description: Executive Administrator Cont.**

**PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

**CONDITIONS OF EMPLOYMENT:**

Perform all duties a minimum of eight hours a day; 52 weeks per year flexible

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 50,000 Maximum: \$ 115,000 annually

**CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** **PRINCIPAL/ADMINISTRATOR**

**PURPOSE:** Assists the Executive Administrator and the Assistant Executive Administrator with supervising all staff, overseeing instructional staff and the administering of the district approved curriculum and any other responsibilities deemed necessary by the Executive Administrator or Assistant Executive Administrator.

**SUPERVISED BY:** Contracted Executive Administrator/Superintendent who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

- Manage instructional staff in their instructional functions
- Report functions of Instruction, Kitchen and Custodial staff to appropriate Supervisor
- Coordinate activities between the Instructional personnel and parents and students
- Attend Board of Director meetings as directed by the Executive Administrator
- Report all payroll and benefit concerns to appropriate Supervisor
- Contribute toward the creation of a positive school climate
- Attend all staff meetings, workshops, in-service trainings, etc.
- Liaison to the community
- Apply for federal, state and local foundation grants, subsidies and donations
- Liaison to Wayne County Regional Educational Service Agency (WCRESA)
- Liaison to Michigan Department of Education

## **QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE:**

Possess a minimum of a Masters Degree in Education Curriculum Development with 3 years experience as a Principal or 2 years in the District Administrative Training Program.

Valid Administrator Certification

### **PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

### **CONDITIONS OF EMPLOYMENT:**

Perform all responsibilities on a daily basis 52 weeks per year flexible

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 60,000 Maximum: \$ 100,000 annually  
Training \$55,000 annually – After Training – Two Years - \$65,000 annually

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

## JOB DESCRIPTION

**TITLE:** SUCCESS FOR ALL FACILITATOR

**PURPOSE:** The facilitator's job is to manage the details of the SFA Reading implementation. The critical elements of the facilitator's role are to support student and teacher growth, continue to develop programs expertise, assist in the development of support systems, and serve on the Solutions Support Team (formerly the Family Support Team).

**SUPERVISED BY:** Contracted Executive Administrator/Superintendent who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

### **RESPONSIBILITIES AND DUTIES**

- Support Teacher Growth; Ensure SFA reading objectives align with State Benchmarks and grade level outcomes; Know the implementation progress of each teacher and his or her next step and provide direct support needed for each teacher to grow;  
Ensure that twice monthly component meetings are held for each component (Kindercorner, Wings, Roots); Conduct observations followed by conferences; Model lessons or parts of lessons; Review weekly SFA lesson plans and give feedback;  
Teach a reading group to allow the teacher to observe a peer; Conduct mini-training sessions as needed; Order, organize and distribute materials as needed; Keep abreast of program updates and disseminate this information to teachers; Facilitate individual goal setting; Observe and give feedback to administration on a weekly basis.
- Assess and Monitor Student Growth: Know the amount of reading growth the school has achieved each quarter; Work with the principal and Solutions Support Coordinator to analyze SFA data and district test data to assess reading gains and target future areas of focus; Know or be able to quickly assess the mastery level and special needs of every student; Manage assessments and regrouping properly, so students and teachers are correctly assigned and time is not wasted; Work closely with the certified teacher-tutor to monitor tutoring and the assignment of tutoring slots; Attend Solutions Support Team meetings and participate in the work of the team; Participate fully in the Continuous Improvement Process.
- Develop Program Expertise: Fully participate in implementation visits and training sessions provided by SFA foundation staff; Attend a national SFA Experienced sites Conference; Read SFA curriculum manuals and research reports; Network with other SFA schools and organize mutual visitations; Attend

Professional Development Workshops relative to SFA program development;  
Review peer visits in conjunction with annual peer review process conducted by  
administration/school leader.

- Assist in the development of support systems, the facilitator must: Work with the Principal and Solutions Team Coordinator to schedule a daily, uninterrupted, 90-minute reading block; back-to-back, 20 minute tutoring slots; component level team meetings, and SST meetings.
- Play an integral and effective role on the Solutions Team, the facilitator must: Work with the principal and solutions Support Coordinator to identify team members and team roles, establish a weekly meeting for the team, review pre-existing teams, and when appropriate, establish a merger with the Solutions Support team; Act as a vital link between teachers and the SST; Work with the SST to discuss and analyze quarterly assessment data as a foundation for team planning and decision making; Refer the students exhibiting problems at the end of the quarterly assessment period for case discussions; Lead teachers in the implementation of the Raising Readers Program; Contribute to and support the team's efforts in all four component areas; Perform other duties as deemed necessary by administration/school leaders.

## **QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE:**

Minimum of Bachelor' Degree, Valid Michigan Teaching  
Certification, Master's Degree & Experience.

### **PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and  
communicate with others: courtesy in dealing with parents and  
students as well as staff members.

**ATTENDANCE:** Regular attendance is critical. Must have a satisfactory attendance  
record.

### **CONDITIONS OF EMPLOYMENT:**

Eight hours a day – 12 Months

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum; \$60,000 Maximum \$95,000 per year

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** SECRETARY

**PURPOSE:** Performs secretarial and administrative support responsibilities.  
Frequently requires independent judgment.

**SUPERVISED BY:** Contracted Executive Administrator/Superintendent who is  
contracted through ESP Agency and reports to HUMAN RESOURCE  
EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the  
Board of Directors

## **RESPONSIBILITIES AND DUTIES**

Includes but is not limited to:

- Drafting correspondence
- Organizing and scheduling group meetings
- Developing presentation materials
- Developing forms and reporting systems
- Maintaining confidential data/information
- Answering phones
- Typing letters and reports
- Filing
- Copying and Faxing
- Opening and sorting mail
- Requisitioning office supplies
- Maintain lists/logs of information
- Mailing
- Proofreading
- Recordkeeping
- Assisting internal and external customers in fairly routine situations, including student medical issues, conflict mediation, public relations
- Entering information into spreadsheets
- Assisting with proposal documentation
- Performing other responsibilities as required
- Inventory Control including ordering, stock organization



## **QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE:**

High school diploma or equivalent with specialized computer training. Basic math skills. Knowledge of basic office machinery. Advanced computer skills. Knowledge of word processing spreadsheet software.

### **PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members. Must be energetic and able to stand for long periods of time; walk, sit, bend, lift (maximum 20 lbs)

### **ATTENDANCE:**

Regular attendance is critical. Must have a satisfactory attendance record.

### **CONDITIONS OF EMPLOYMENT:**

Eight hours a day – 12 Months

**BENEFITS:** 80% PACKAGE

**SALARY:** Commensurate with experience and qualifications

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** HUMAN RESOURCES COORDINATOR

**PURPOSE:** Coordinate enrollment of new hires into benefit plans, seek qualified candidates for employment, advertise position vacancies, etc.

**SUPERVISED BY:** Contracted Executive Administrator/Superintendent who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

Includes but is not limited to:

- Coordinate completion of employment paperwork for new hires
- Submit benefit forms to appropriate vendor for enrollment
- Track eligibility dates for enrollment and termination of benefits
- Review forms, employment handbook, contracts with new hires for accuracy
- Coordinate drug testing and physicals for required candidates
- Track expiration of certifications, licenses, etc.
- Seek qualified applicants for vacant positions
- Establish communication with institutions that participate in recruitment
- Post/advertise vacant employment positions

## **EDUCATION AND EXPERIENCE:**

Minimum Bachelor Business Administration Degree; must have working knowledge of all Microsoft tools, including spread sheets, word and PowerPoint; Candidate must also be familiar with state of Michigan employment laws, human resource policies and procedures.

**QUALIFICATIONS FOR**  
**HUMAN RESOURCES COORDINATOR**

**PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with vendors and staff members.

**ATTENDANCE:**

Regular attendance is critical. Must have a satisfactory attendance record.

**CONDITIONS OF EMPLOYMENT:**

Eight hours a day; 12 months

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 50,000 Maximum: \$ 75,000 annually

**CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** **ENRICHMENT TUTOR**

**PURPOSE:** Tutor students referred to the enrichment program due to deficiencies in their academic skills

**SUPERVISED BY:** Contracted Success *for* All Facilitator who is contracted through ESP and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

Includes but is not limited to:

- Offer tutoring and guidance to students enrolled in the program
- Confer with instructors to accurately target the specific inability of each student
- Pre/Post Test students to determine appropriate academic level
- Guide students through curriculum material both text and computer instructed
- Assess/measure student progress
- Merge students into general education curriculum
- Keep accurate records of achievement, attendance, behavior, etc.
- Distribute daily snack and beverage to students
- Report any problems/concerns that may require intervention

## **EDUCATION AND EXPERIENCE:**

Bachelor Degree preferred in education; must have working knowledge of all Microsoft tools, including spreadsheets, word and PowerPoint; Candidate must also be familiar with district curriculum materials and instruction as well as the total concept of educating students through the enrichment program.

## **QUALIFICATIONS FOR ENRICHMENT COORDINATOR**

### **PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

### **ATTENDANCE:**

Regular attendance is critical. Must have a satisfactory attendance record.

### **CONDITIONS OF EMPLOYMENT:**

Eight hours a day; 10 months  
Shifts are 6:00 a.m. – 2:30 p.m.; 9:30 a.m. – 6:00 p.m.

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 34,000 Maximum: \$ 50,000 annually

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** INSTRUCTIONAL DEPARTMENT HEADS

**PURPOSE:** Assists the Principal/Administrator with supervising instructional staff and the administering of the district approved curriculum and any other responsibilities deemed necessary by the Executive Administrator, or Building Administrator.

**SUPERVISED BY:** Contracted Principal/Administrator who is contracted through and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

- Assist instructional staff with curriculum mapping and instructional planning functions as necessary.
- Report functions of Instructional staff to Building Principal/Administrator
- Coordinate activities between the Instructional personnel and Building Principal/Administrator
- Contribute toward the creation of a positive school climate

## **QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE:**

Possess a minimum of a Bachelors Degree in Education with Valid Certification with a minimum 3 years experience as an Instructor and relative subject skill mastery.

**Job Description: Instructional Department Head**

**PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

**CONDITIONS OF EMPLOYMENT:**

Eight hours a day; 40 weeks per year flexible

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 50,000 Maximum: \$ 90,000 annually

**CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** **CERTIFIED INSTRUCTOR**

**PURPOSE:** Performs all classroom management responsibilities, teaching assignments, line of communication with students and parents. Other responsibilities deemed necessary by the administrator in charge.

**SUPERVISED BY:** Contracted Principal/Administrator who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

- Teaching of assigned subjects
- Organizing and providing leadership in the classroom
- Grade and direct the curriculum program of students enrolled in the subject
- Attend all staff/parent planning meetings
- Contribute toward the teaching environment
- Contribute toward the creation of a positive school climate
- Interpret the curriculum of the department/academy to all segments of the community/students
- Coordinate the work of the students/department with other departments in the academy
- Cooperatively work/plan with staff members in the department and the academy
- Participate in before/after and/or planned weekend activities; after school activities, etc.
- Must attend all staff meetings, workshops and in-service training sessions



## **QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE:**

Must be able to satisfy the legal requirements necessary for teaching in the State of Michigan and must possess a minimum of a Bachelor's Degree from an Institution accredited by the North Central Association of College and Secondary Schools. Candidates must also possess a valid Michigan Teaching certificate covering grades K-8 inclusive with a major (at least 30 semester hours, 36 quarter hours) in area applying. Candidates must be able to meet North Central requirements in the area applying.

### **PHYSICAL CHARACTERISTICS:**

Must be physically able to perform the duties and responsibilities outlined which also require long periods of standing.

### **ATTENDANCE:**

Regular attendance is critical. Must have a satisfactory attendance record.

### **CONDITIONS OF EMPLOYMENT:**

Eight hours a day; 40 weeks per year flexible

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 40,000 Maximum: \$ 75,000 annually

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** COUNSELOR / SOCIAL WORKER

**PURPOSE:** Provide counseling services and intervene as necessary on behalf of a student that has been referred for behavioral concerns, poor academic performance, irregular attendance, visible signs of stress, depression, etc.

**SUPERVISED BY:** Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

- Investigate initial referral of student
- Develop plan of action/timeline to resolve the concern(s)
- Establish effective communication with the home concerning the problem
- Report all facts/findings to Administrator/Principal
- Make referrals as appropriate for situations beyond the counseling realm
- Perform in-class observations to evaluate proper implementation of established individualized plan
- Attend all staff/parent planning meetings
- Contribute toward the creation of a positive school climate
- Interpret the curriculum of the department/academy to all segments of the community/students
- Coordinate the work of the students/department with other departments in the academy
- Coordination communication between student, parents, and psychologist
- Cooperatively work/plan with staff members in the academy
- Participate in before/after and/or planned weekend activities; after school activities, etc.
- Must attend all staff meetings, workshops and in-service training sessions

## **QUALIFICATIONS**

### **EDUCATION AND EXPERIENCE:**

Minimum of a Bachelor's Degree in Social Work or Psychology

### **PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

### **ATTENDANCE:**

Regular attendance is critical. Must have a satisfactory attendance record.

### **CONDITIONS OF EMPLOYMENT:**

Eight hours a day; 40 weeks per year flexible

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 34,000 Maximum: \$ 50,000 annually

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** **BOOKKEEPER**

**PURPOSE:** Performs accounting functions relative to accounts payable/receivable, petty cash systems, payroll accounting, banking and auditing; must possess a clear knowledge of Governmental/Public School Accounting for Michigan Public Schools

**SUPERVISED BY:** Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

- Manage electronic payroll system for attendance and accrued payroll
- Coordinate invoice documentation for accounts payable
- Enter documentation into accounting tracking system for payment
- Complete monthly check registers for all accounts
- Reconcile monthly bank statements to book balance
- Prepare quarterly financial statements
- Prepare monthly reports for retirement/tax shelter annuities, etc.
- Make weekly deposits of any/all funds received
- Perform random audits for internal control of Food Service Department and Enrichment Program, Petty Cash system
- Make daily reports of all facts/findings/reports to immediate supervisor
- Attend seminars/workshops pertaining to accounting/payroll procedures

## **QUALIFICATIONS FOR BOOKKEEPER**

### **EDUCATION AND EXPERIENCE:**

Must have a Bachelor's Degree majoring in accounting or business administration; must be familiar with public school accounting practices; have working knowledge of all microsoft tools, including spreadsheets, word and powerpoint; Candidate must also be familiar with filing systems, electronic payroll systems and computerized accounting systems.

### **ATTENDANCE:**

Regular attendance is critical. Must have a satisfactory attendance record.

### **CONDITIONS OF EMPLOYMENT:**

Eight hours a day; 12 months

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 37,000 Maximum: \$ 50,000 annually

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION ENGLISH/LANGUAGE ARTS**

**Title of Position: Department Head, English/Language Arts (10 Months)**

**Salary: Minimum \$30,000.00 Maximum \$60,000.00**

**Successful candidates with sufficient preparation beyond the Bachelor's Degree may be eligible for the advanced salary differential.**

### **QUALIFICATIONS:**

**Education:** Candidates must possess at least a Bachelor's Degree. Candidates must possess a valid Michigan Teaching Certificate in English or Language Arts or K-5 Any Subject, 6-8/English or Language Arts. Secondary - 7/8 - All Subjects 9-12 English or Language Arts.

**Experience:** Must present evidence of a minimum of five (5) years of satisfactory teaching in English.

**Attendance:** Regular attendance is critical; must have an exemplary attendance record.

**Residency Requirement:** Not Applicable

**Physical Condition:** Must be physically able to perform the duties and responsibilities outlined with or without accommodations.

### **DUTIES AND RESPONSIBILITIES:**

**Reports to:** Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy**

- 2. Provide leadership in developing the department curriculum to the highest possible level of effectiveness.**
- 3. Guide and direct the curriculum program of students enrolled in the department see that students who are promoted from ---are prepared for both high school.**
- 4. Supervise the instructional program; provide assistance, as needed, to individual staff members to improve instructional skills; provide information and leadership in the development and implementation of department goals, action plans, instructional techniques and innovative practices.**
- 5. Represent the department at appropriate meetings within the school. Coordinate the work of this department with other departments in the school.**
- 6. Interpret the specialized curriculum of the department to all segments of the community.**
- 7. Contribute toward the development and implementation of the school improvement plan.**
- 8. Appraise staff performance.**
- 9. Evaluate the effectiveness of the department's program.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/Administrator.**

**CRIMINAL BACKGROUND CHECK:**

Must obtain FBI and State Police Finger Printing Clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION SCIENCE**

**Title of Position: Department Head, Science (10 Months)**

**Closing Date For Letter Of Interest:**

**Salary: Minimum \$30,000.00 Maximum \$60,000.00**

**Successful candidates with sufficient preparation beyond the Bachelor's Degree may be eligible for the advanced salary differential.**

### **QUALIFICATIONS:**

- Education:** Candidates must possess at least a Bachelor's Degree. Candidates must possess a valid Michigan Teaching Certificate in Science or K-5 Any Subject, 6-8/ Science. Secondary - 7/8 - All Subjects - 9-12 Science.
- Experience:** Must present evidence of a minimum of five (5) years of satisfactory teaching in Science.
- Attendance:** Regular attendance is critical; must have an exemplary attendance record.
- Residency Requirement:** Not Applicable
- Physical Condition:** Must be physically able to perform the duties and responsibilities outlined with or without accommodations.

### **DUTIES AND RESPONSIBILITIES:**

**Under the direction of the Principal/Administrator or Designee, the Department Head will:**



- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy**
- 2. Provide leadership in developing the department curriculum to the highest possible level of effectiveness.**
- 3. Guide and direct the curriculum program of students enrolled in the department see that students who are promoted from ---are prepared for both high school.**
- 4. Supervise the instructional program; provide assistance, as needed, to individual staff members to improve instructional skills; provide information and leadership in the development and implementation of department goals, action plans, instructional techniques and innovative practices.**
- 5. Represent the department at appropriate meetings within the school. Coordinate the work of this department with other departments in the school.**
- 6. Interpret the specialized curriculum of the department to all segments of the community.**
- 7. Contribute toward the development and implementation of the school improvement plan.**
- 8. Appraise staff performance.**
- 9. Evaluate the effectiveness of the department's program.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/Administrator.**
- 11. Attend all staff meetings, workshops and in-service trainings.**

**CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

### **SOCIAL STUDIES**

**Title of Position: Department Head, Social Studies (10 Months)**

**Closing Date For Letter Of Interest:**

**Salary: Minimum \$30,000.00 Maximum \$60,000.00**

**Successful candidates with sufficient preparation beyond the Bachelor's Degree may be eligible for the advanced salary differential.**

### **QUALIFICATIONS:**

**Education:** Candidates must possess at least a Bachelor's Degree. Candidates must possess a valid Michigan Teaching Certificate in Social Studies or K-5 Any Subject, 6-8/ Social Studies. Secondary - 7/8 - All Subjects 9-12 Social Studies.

**Experience:** Must present evidence of a minimum of five (5) years of satisfactory teaching in Social Studies.

**Attendance:** Regular attendance is critical; must have an exemplary attendance record.

**Residency Requirement:** Not Applicable

**Physical Condition:** Must be physically able to perform the duties and responsibilities outlined with or without accommodations.

### **DUTIES AND RESPONSIBILITIES:**

#### **Reports to:**

Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

**Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy**

- 1. Provide leadership in developing the department curriculum to the highest possible level of effectiveness.**

- 2. Guide and direct the curriculum program of students enrolled in the department see that students who are promoted from ---are prepared for high school.**
- 3. Supervise the instructional program; provide assistance, as needed, to individual staff members to improve instructional skills; provide information and leadership in the development and implementation of department goals, action plans, instructional techniques and innovative practices.**
- 4. Represent the department at appropriate meetings within the school. Coordinate the work of this department with other departments in the school.**
- 5. Interpret the specialized curriculum of the department to all segments of the community/students.**
- 6. Contribute toward the development and implementation of the school improvement plan.**
- 7. Appraise staff performance.**
- 8. Evaluate the effectiveness of the department's program.**
- 9. Fulfill other duties and responsibilities as assigned by the Principal/Administrator .**
- 10. Attend all staff meetings, workshops and in-service trainings.**

#### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION MATHEMATICS**

**Title of Position: Department Head, Mathematics (10 Months)**

**Closing Date For Letter Of Interest:**

**Salary: Minimum \$30,000.00 Maximum \$60,000.00**

**Successful candidates with sufficient preparation beyond the Bachelor's Degree may be eligible for the advanced salary differential.**

### **QUALIFICATIONS:**

**Education:** Candidates must possess at least a Bachelor's Degree. Candidates must possess a valid Michigan Teaching Certificate in Mathematics or K-5 Any Subject, 6-8/ Mathematics. Secondary - 7/8 - All Subjects 9-12 Mathematics.

**Experience:** Must present evidence of a minimum of five (5) years of satisfactory teaching in Mathematics.

**Attendance:** Regular attendance is critical; must have an exemplary attendance record.

**Residency Requirement:** Not Applicable

**Physical Condition:** Must be physically able to perform the duties and responsibilities outlined with or without accommodations.

### **DUTIES AND RESPONSIBILITIES:**

**Reports to:** Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy**

- 2. Provide leadership in developing the department curriculum to the highest possible level of effectiveness.**
- 3. Guide and direct the curriculum program of students enrolled in the department see that students who are promoted from ---are prepared for both high school.**
- 4. Supervise the instructional program; provide assistance, as needed, to individual staff members to improve instructional skills; provide information and leadership in the development and implementation of department goals, action plans, instructional techniques and innovative practices.**
- 5. Represent the department at appropriate meetings within the school. Coordinate the work of this department with other departments in the school.**
- 6. Interpret the specialized curriculum of the department to all segments of the community.**
- 7. Contribute toward the development and implementation of the school improvement plan.**
- 8. Appraise staff performance.**
- 9. Evaluate the effectiveness of the department's program.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/Administrator.**

**CRIMINAL BACKGROUND CHECK:**

Must obtain FBI and State Police Finger Printing Clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

### **TECHNOLOGY**

**Title of Position: Technology Coordinator (10 Months)**

**Closing Date For Letter Of Interest:**

**Salary: Minimum \$30,000.00 Maximum \$80,000.00**

**Successful candidates with sufficient preparation beyond the Bachelor's Degree will be eligible for the advanced salary differential.**

### **QUALIFICATIONS:**

**Education:** Candidates must possess a Bachelor's Degree from an accredited organization. Candidate must also possess a valid Michigan Teaching Certification.

**Experience:** Must present evidence of teaching/other work experience.

**Attendance:** Regular attendance is critical; must have an exemplary attendance record.

**Citizenship Requirement:** Must be able to verify whether U.S. citizen, resident alien, or otherwise authorized to accept employment in the U.S.

**Physical Condition:** Must be physically able to perform the duties and responsibilities outlined with or without accommodations.

### **DUTIES AND RESPONSIBILITIES:**

**Reports to:** Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy**
- 2. Provide leadership in monitoring and upgrading the technology of the academy to the highest possible level of efficiency and effectiveness.**

- 3. Converse with the curriculum chairs to order software conducive with the student's need.**
- 4. Represent the department at appropriate meetings.**
- 5. Inservice staff on the use of software and hardware.**
- 6. Contribute toward the development and implementation of the school improvement plan.**
- 7. Evaluate the effectiveness of the technology program at the elementary and middle level sites.**
- 8. Regularly monitor the hardware for repair, etc.**
- 9. Maintain an on-going up-to-date inventory file.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/Administrator.**

**CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

### **ATHLETIC DIRECTOR**

**Title of Position: Athletic Director (10 Months)**

**Closing Date For Letter Of Interest:**

**Salary: Minimum \$30,000.00 Maximum \$60,000.00**

**Successful candidates with sufficient preparation beyond the Bachelor's Degree may be eligible for the advanced salary differential.**

## **QUALIFICATIONS:**

<b>Education:</b>	<b>Candidate must possess a Bachelor's Degree from an accredited organization.</b>  <b>Candidate must also possess a valid Michigan Teaching Certificate as follows: Elementary - K-8, All subjects with a minimum of 24 semester or 36 quarter hours in physical education; or K-5/All subjects, 6-8 Physical Education/Science. Secondary - 7/8/All subjects; 5-12/Physical Education or Science.</b>
<b>Experience:</b>	<b>Must present evidence of a minimum of five (5) years of satisfactory contact teaching.</b>
<b>Attendance:</b>	<b>Regular attendance is critical; must have an exemplary attendance record.</b>
<b>Citizenship Requirement:</b>	<b>Must be able to verify whether U.S. citizen resident alien, or otherwise authorized to accept employment in the U.S.</b>
<b>Physical Condition:</b>	<b>Must be physically able to perform the duties and responsibilities outlined with or without accommodations.</b>



## **DUTIES AND RESPONSIBILITIES:**

**Under the direction of the Principal/Administrator and Executive Administrator, the Athletic Director will:**

- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy.**
- 2. Provide leadership in developing the department curriculum.**
- 3. Meet regularly with the coach of each sport to ensure that a wholesome organized well-rounded athletic program exist.**
- 4. Review the program's action plan per sport, with the Executive Assistant Administrator and Principal.**
- 5. Ensure that students are fully eligible to participate in the chosen sport. (academic, attendance).**
- 6. Supervise the instructional program; provides assistance, as needed, to individual staff member. To improve instructional skills; provide information and leadership in the development and implementation of department goals, instructional techniques and innovative practices.**
- 7. Encourage staff to require students who are athletically gifted to strive to obtain higher academic performance in the classroom**
- 8. Represent the department at appropriate meetings within the school and school system. Coordinate the work of this department with other departments in the school.**
- 9. Converse regularly with other staff members regarding each student's academic performance.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/Administrator or Designee .**
- 11. Attend all staff meetings, workshops and in-service trainings.**

## **CRIMINAL BACKGROUND CHECK:**

**Must obtain FBI and State Police Finger Printing Clearance.**

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** **TRANSPORTATION BUS DRIVER**

**PURPOSE:** Transport students between campuses on a daily basis as well as to and from field trips, activities, events, etc.

**SUPERVISED BY:** Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

Includes but is not limited to:

- Complete full inspection of bus daily to verify condition
- Report any/all necessary repairs to supervisor
- Complete and submit all forms to office for filing
- Record all trips on mileage forms and submit daily
- Fuel busses on a regular basis
- Communicate with secretary to schedule washes, tune-ups, etc.
- Assist with food service, security and custodial responsibilities as necessary
- Pick up orders

## **EDUCATION AND EXPERIENCE:**

High School Diploma; Valid Medical Examiners Certificate; State School Bus Driver certification; Food Handlers Card; Valid Driver's License with Group B, passenger P endorsement

**QUALIFICATIONS FOR**  
**TRANSPORTATION BUS DRIVER**

**PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with vendors and staff members.

**ATTENDANCE:**

Regular attendance is critical. Must have a satisfactory attendance record.

**CONDITIONS OF EMPLOYMENT:**

Eight hours a day; 10months  
Split shift

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 17 per hour with validation

**CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** CUSTODIAN

**PURPOSE:** Cleans and maintains facility and surrounding grounds.

**SUPERVISED BY:** Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

Includes but is not limited to:

- Cleaning building
- Emptying Trash
- Sweeping and washing floors
- Cleaning windows
- Cleaning bathrooms
- Performing maintenance and repairs
- Shoveling snow
- Mowing lawns
- Performing other responsibilities as required

## **EDUCATION AND EXPERIENCE:**

High School Diploma or equivalent. Basic mechanical aptitude.

## **QUALIFICATIONS FOR CUSTODIAN**

### **PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with vendors and staff members.

**ATTENDANCE:** Regular attendance is critical. Must have a satisfactory attendance record.

### **CONDITIONS OF EMPLOYMENT:**

Eight hours a day – 40 weeks per year.

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 16,640 Minimum: \$ 40,000 per year

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** **KITCHEN MANAGER**

**PURPOSE:** To be responsible for the production of all foods prepared in self-contained kitchen and to assist the manger in the operation of the kitchen, serving and dining areas.

**SUPERVISED BY:** Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

Includes but is not limited to:

- Assign duties to food service employees under his/her supervision
- Convert the menu into quantities of food supplies needed for production by using standard recipes.
- Assume the responsibility for receiving storage of all foods, supplies and equipment.
- Coordinate the convenience baked products with that of the total food production.
- Keep a perpetual inventory of food prepared, used and leftover.
- Incorporate the utilization of leftover food with that of the total production.
- Instruct employees on high sanitation practices.
- Other related duties as assigned.
- Oversee and complete all related reports such as production records. Cash records, lunch applications and reimbursements reports.

## **EDUCATION AND EXPERIENCE:**

High School Diploma or G.E.D. certificate. A valid food handlers card. Basic knowledge of good food production, service and sanitation standards. A minimum of one year experience in a food service operation. Able to plan, organize, assign, supervise and inspect the work of others. Ability to organize, delegate, instruct and train others.

## **QUALIFICATIONS FOR KITCHEN MANAGER**

### **PHYSICAL CHARACTERISTICS:**

Must have satisfactory health record. Candidates must have no impairments that will interfere with the performance of duties and responsibilities. Must show evidence of freedom from communicable diseases.

### **PERSONAL CHARACTERISTICS:**

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with students as well as staff members.

**ATTENDANCE:** Regular attendance is critical. Must have a satisfactory attendance record.

### **CONDITIONS OF EMPLOYMENT:**

Eight hours a day – 40 weeks per year.

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 16,640 Maximum: \$ 30,000 per year

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** **CASHIER**

**PURPOSE:** To assist in total preparation, sanitation and service in a food service unit.

**SUPERVISED BY:** Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

Includes but is not limited to:

- Assist the cook with the food preparation, making sure to follow recipes.
- Assume the responsibility for serving students, by complying with portion size as stipulated by the department, setting up the service counter and replenishing food as needed. Serve customers in a courteous manner.
- Assume the responsibility for the general sanitation of pots, pans, transporting cabinets, the kitchen area, tables, sinks and counters.
- Assist the cook with the storage of all leftover food.
- Assist with the washing and de-gumming of table and chairs.
- Other related duties as assigned.

## **EDUCATION AND EXPERIENCE:**

High School Diploma or G.E.D. certificate; A valid food handler's card.



## **QUALIFICATIONS FOR** **CASHIER**

### **PHYSICAL CHARACTERISTICS:**

Must have satisfactory health record. Candidates must have no impairments that will interfere with the performance of duties and responsibilities. Must show evidence of freedom from communicable diseases.

### **PERSONAL CHARACTERISTICS:**

Pleasing personality, ability to communicate and work with others in a pleasant manner. Able to follow oral and written instructions.

**ATTENDANCE:** Regular attendance is critical. Must have a satisfactory attendance record.

### **CONDITIONS OF EMPLOYMENT:**

Eight hours a day – 40 weeks per year.

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 16,640 Maximum: \$ 28,000 per year

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

# **COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

## **JOB DESCRIPTION**

**TITLE:** **FOOD SERVICE ASSISTANT**

**PURPOSE:** To assist in total sanitation, service and related task in food service unit.

**SUPERVISED BY:** Contracted Administrator/Principal who is contracted through ESP Agency and reports to HUMAN RESOURCE EXPERTS #227; HUMAN RESOURCE EXPERTS #227 reports to the Board of Directors

## **RESPONSIBILITIES AND DUTIES**

Includes but is not limited to:

- Report to work at assigned time, on time, and remain on job unless otherwise instructed.
- Be responsible for emptying rubbish from kitchen and dining areas.
- Assume the responsibility for handling heavy stock and keeping storage area clean and orderly.
- Assume the responsibility for mopping and sweeping the kitchen and dining areas.
- Assist with the general sanitation of pots, pans, transporting cabinets, the kitchen area.
- Assist with the washing and de-gumming of table and chairs.
- Assist with the washing of windows and walls.
- Work in the production area as needed.
- Assisting in preparation, utilizing standard recipes as instructed.
- Maintain good working relations with other workers by showing patience, respect and self-control.
- Other related duties as assigned.

## **EDUCATION AND EXPERIENCE:**

High School Diploma or G.E.D. certificate; A valid food handler's card.

## **QUALIFICATIONS FOR FOOD SERVICE ASSISTANT**

### **PHYSICAL CHARACTERISTICS:**

Must have satisfactory health record. Candidates must have no impairments that will interfere with the performance of duties and responsibilities. Must show evidence of freedom from communicable diseases.

### **PERSONAL CHARACTERISTICS:**

Pleasing personality, ability to communicate and work with others in a pleasant manner. Able to interpret oral and written instructions. Courtesy in dealing with students and people. Emotional stability and fitness to perform work as needed.

**ATTENDANCE:** Regular attendance is critical. Must have a satisfactory attendance record.

### **CONDITIONS OF EMPLOYMENT:**

Eight hours a day – 40 weeks per year.

**BENEFITS:** 80% PACKAGE

**SALARY:** Minimum: \$ 16,640 Maximum: \$ 25,000 per year

### **CRIMINAL BACKGROUND CHECK:**

Must obtain FBI fingerprinting clearance and state police clearance.

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (the “**Agreement**”) is made as of this 1st day of July, 2024 by and between the Board of Directors of Commonwealth Community Development Academy (COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY (the “**Academy**”), a Michigan public school academy chartered by the Board of Trustees of Eastern Michigan University, (the “**Authorizer**”) pursuant to Part 6A of the Michigan Revised School Code, with a campus located 13477 Eureka Rd., Detroit, MI 48212 and **Human Resource Experts 0227, Inc.**, a Michigan for-profit corporation (“**HR COMPANY**”), whose mailing address is 16010 19 Mile Rd., Clinton Township, MI 48038, and telephone is (586) 997-3377.

**WHEREAS**, the Academy is a Michigan public school academy; and

**WHEREAS**, HR COMPANY is a Human Resources Services Company that provides human resources services and staff to public-school academies and other entities.

**WHEREAS**, the Academy and HR COMPANY desire to enter into an independent contracting relationship whereby HR COMPANY will be engaged to provide the services as set forth in this Agreement; and

**WHEREAS**, the Academy and HR COMPANY desire to set forth their understandings with respect to the relationship between them, the scope of their relationship and the limitations on the relationship between the parties.

**THEREFORE**, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Engagement.** The Academy hereby engages HR COMPANY and HR COMPANY accepts such engagement to serve as an independent contractor to provide the services set forth in this Agreement. No provision of this Agreement shall interfere with the Academy Board’s constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.
2. **Relationship.** The relationship between the Academy and HR COMPANY shall be that of independent contracting parties. Except as otherwise provided in this Agreement and subject to the Contract to Operate a Public School Academy between the Academy and the Authorizer (the “**Contract**”), HR COMPANY shall be self-directed in its activities and shall determine its own methods and manner for performing the services to be performed under this Agreement within the overall policies and budgets established by the Academy, as the same may be amended by the Academy from time to time. Except as otherwise specifically provided for in this Agreement, HR COMPANY shall at no time represent itself to be an employee, servant or agent of the Academy. Persons provided to the Academy by HR COMPANY shall be and remain employees of HR COMPANY during the term of this Agreement and shall be directly accountable to HR COMPANY. Persons provided to the Academy by HR COMPANY shall not be



considered employees of the Academy for any purpose.

Only those HR COMPANY employees having a legitimate educational interest will be designated as agents of the Academy and entitled to access to educational records for purposes under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").

Except as permitted under the Code, HR COMPANY shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If HR COMPANY receives information that is part of an Academy student's education records, HR COMPANY 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 1232g of the Code.

3. Taxes, Worker's Compensation Insurance and Other Expenses.

- A. HR COMPANY shall be responsible for paying all of its own taxes, including Federal and State Income Taxes, FICA, FUTA, Workers' Compensation and Unemployment to the extent that any or all of the foregoing are applicable. Subject to the Academy's payment obligations set forth in paragraph 11 of this Agreement, HR COMPANY shall defend, indemnify and hold harmless the Academy from and against any losses, assessments, taxes, costs, penalties, interest, premiums and attorneys' fees incurred by the Academy and the Board (a) related to any failure by HR COMPANY and/or its employees to pay federal, state or local income, social security, worker's compensation, unemployment compensation or other taxes or premiums and/or file returns in connection therewith, and/or (b) due to the determination by the Federal, State or Local Government or other regulatory body having jurisdiction over any part of the Academy's operations classifying one or more of HR COMPANY's employees as an employee of the Academy or a joint employee of the Academy and HR COMPANY due to the actions or inactions of HR COMPANY or its agents and employees which shall be a proximate cause of such classification. Should such classification occur, the Academy shall have the option to pay any resulting tax and/or premium obligations and offset such payments against any amount coming due and owing to HR COMPANY under this Agreement. HR COMPANY shall acquire, as required by law, workers' disability compensation insurance for itself, its employees or agents and shall defend, indemnify and hold harmless the Academy from and against any claim for workers' disability compensation brought by or an account of HR COMPANY or by any of its employees and/or agents. HR COMPANY agrees it will make all payments for benefits, salaries, workers' disability compensation, unemployment compensation and liability insurance for its employees.
- B. Neither HR COMPANY nor its employees shall be entitled to participate in any of the Academy's retirement programs or fringe benefits if or when offered. HR COMPANY shall not be required to pay for professional dues, seminars, convention costs and any other business-related expenses for any HR COMPANY employees assigned to work at the Academy. Except as otherwise provided for in this Agreement, the Academy shall not be required to pay for any professional dues, seminars, convention costs and any other business-related expenses of HR COMPANY corporate or support staff.



Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of HR Company.

4. Term. Unless terminated earlier in accordance with Section 20 below, the term of the Agreement shall be for one (1) year beginning on July 1, 2024, and ending on June 30, 2025. The maximum term of an ESP Agreement shall not exceed the length of the Charter Contract. The CSO may waive this limitation in writing for a short time period upon showing of a good cause.
5. Duties of HR COMPANY. During the term of this Agreement, HR COMPANY shall be responsible to provide the HR management services as set forth in this Agreement and as outlined in the "HR List of Services and Responsibilities" attached. No provision of this Agreement shall alter the Academy Board Treasurer's legal obligation to direct the deposit of all funds received by the Academy to be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employee(s). Interest income earned on Academy accounts shall accrue to the Academy.

HR COMPANY will not be performing any financial or budget services to the Academy under this Agreement, and therefore, will not be providing financial reporting services to the Academy.

6. This Agreement and the attached list of SERVICES AND RESPONSIBILITIES clearly define which services HR COMPANY' will be providing that are included in the management fee paid by the Academy. All additional services that are to be provided by HR COMPANY that are not included in the management fee are to be reimbursed by the Academy shall be clearly stated elsewhere in the Agreement. Any services to be provided by the HR COMPANY that are included in the management fee but are performed by a subcontractor shall not be charged to, reimbursed by, or passed through as an additional cost to the Academy. No corporate cost of HR COMPANY shall be charged to, or reimbursed by, that Academy.
7. Working Facilities. HR COMPANY may utilize the premises and facilities of the Academy in rendering services pursuant to this Agreement, including existing Academy infrastructure, such as office space at Commonwealth Community Development Academy, internal mail service, copiers, computers, internet access and email addresses. The Academy shall, upon request by HR COMPANY, make available a reasonable accommodation to any Worksite Employee (as defined herein) entitled to such under the American with Disabilities Act Amendments Act as amended, (the "ADAAA of 2008"), the Federal Rehabilitation Act or any comparable law. The Academy will bear the cost of providing the reasonable accommodation to any Worksite Employee assigned to the Academy entitled to such. The Academy shall also bear the cost of providing a workplace that is in compliance with any requirements of the ADAAA of 2008, the Federal Rehabilitation Act or similar federal, state or local law.

The Academy will bear the cost and provide Worksite Employees with legally-mandated written safety procedures specific to public schools for assigned areas; including but not limited to tornadoes, hazardous materials, blood borne pathogens, and power failures. Mandated protections, including but not limited to, uniforms, gloves, immunizations or equipment, shall be provided, where needed, by the Academy, for Worksite Employees assigned to work at the Academy.

- 8 Records. All records and related documents prepared by HR COMPANY or otherwise created in connection with the rendering of services at the Academy's offices shall be prepared in accordance with practices and procedures determined by HR COMPANY and the Academy. HR COMPANY shall make any information under its control concerning the operation and management of the Academy, including without limitations the information described in Schedule 4 of the Academy's Charter Contract with EMU, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the law. Such records shall be maintained in secured files on the premises of the Academy. All records shall be the property of the Academy.

On an annual basis, HR Company agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503(c) of the Code, MCL 380.503c, shall have the same meaning in this Agreement. HR COMPANY shall also provide the Academy with any other information as deemed necessary by the Academy to fully satisfy its obligations under Sections 7.4 and 7.11 of the Contract the Charter Agreement. HR COMPANY shall assist the Academy in timely complying with any and all compliance and reporting obligations it may have to the State of Michigan and United States Departments of Education, EMU, or as otherwise mandated by applicable law.

All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly accessible at the Academy facility. All financial, educational and student records, under HR COMPANY's care and control pertaining to the Academy are Academy property, and those records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon written request, at the Academy's physical facility. Except as permitted under Contract and Applicable Law, the Agreement shall not restrict EMU's or the public's access to the Academy records.

All records of HR COMPANY related to the Academy shall be made available to the Academy's independent auditor upon request for purposes of auditing such records for compliance with applicable law. HR COMPANY will cooperate with said auditor, and HR COMPANY shall not select or retain the Academy's auditor.

- 9 Purchases. HR COMPANY shall make no purchases of personal property on behalf of the Academy, nor shall it engage in procurement of same. Any property owned or purchased by HR COMPANY shall be inventoried in such a manner so that it can be clearly established which property belongs to the Academy and which property belongs to HR COMPANY. Any equipment purchased by HR COMPANY, with the approval of the Academy on behalf of, or as an agent of the Academy, shall remain the property of the Academy. If HR COMPANY purchases equipment, materials and supplies on behalf of or as the agent of the Academy, HR COMPANY shall comply with the Revised School Code (including but not limited to Sections 1267 and 1274) as if the Academy were making these purchases directly from the third-party supplier. If HR COMPANY procures equipment, materials and supplies at the request of or on behalf of the Academy, HR COMPANY shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

10. Proprietary Information. The Academy owns all proprietary rights to curriculum or educational

materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by HR COMPANY at the direction of the Academy Board with Academy funds. All HR COMPANY educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.

**10.1 Confidential Information and Records.**

- A. Except as required in its duties to the Academy, or as required by law or regulation, HR COMPANY agrees that it will never, during the term of this Agreement, or at any time subsequent to termination of this Agreement, directly or indirectly use or disclose any confidential information of the Academy without the consent of the Academy. Confidential information shall be defined as information protected by law, such as the Family Educational Rights and Privacy Act or as designated by the Academy and specifically designated as exempt from disclosure pursuant to the Freedom of Information Act.
- B. All records, forms, materials, and supplies or any reproduced copies provided and furnished by the Academy to HR COMPANY or its employees or agents or obtained by either of them or their employees or agents during the course of rendering services to the Academy shall always remain the property of the Academy and shall be returned to the Academy on demand, or upon termination of this Agreement.
- C. HR COMPANY hereby acknowledges that it shall assist the Academy in properly complying with any written requests made pursuant to the Michigan or Federal Freedom of Information Acts. The Academy will reimburse the HR COMPANY for any reasonable costs incurred in the fulfillment of any requests.

The confidentiality obligation of HR COMPANY under this Section shall survive termination of this Agreement.

- 11. Compensation & Reimbursement to HR COMPANY.** During the term of this Agreement, HR COMPANY shall be paid fees and compensation in accordance with the fee schedule; Schedule A; and shall employ individuals with at least the qualifications required by the Academy, Board of Directors and applicable law. HR COMPANY will have a dedicated service staff member visit and perform services on a regular basis at the Academy and bill in accordance with the fee schedule. The Academy recognizes that a majority of the services involve planning and preparation in advance of this Agreement and in the beginning of each contract period. As such, the Academy understands it will pay the Minimum Annual Contract Billing as set forth in Schedule A, less the administrative fees billed and collected, at termination to recoup those services performed, in the event of an early termination of the Agreement by the Academy, provided the termination is without cause. If the Academy terminates the Agreement early with cause, the Academy shall only pay for the services rendered by HR COMPANY prior to termination.

Payments for payroll, benefits and all fees shall be paid in full by way of ACH or wire transfer from the Academy's account no later than three (3) business days before the payroll check date on the normal payroll frequency. In the event that the Academy, in any fiscal year, does not make two payments on the due date of the invoice, and in the manner specified, HR COMPANY shall, upon written demand, be entitled to implement the State School Aid Payment Agreement in the form attached as Schedule B



as the means by which it shall obtain payment of all amounts owing and thereafter all payments for payroll, benefits and all fees by the Academy to HR COMPANY for the balance of the fiscal year in question. HR Company shall be liable for all such payments, if HR Company does not seek reimbursement from the Academy for such costs within one year after such costs were incurred. Upon written demand by HR COMPANY, the Academy shall, within five (5) days of such demand, deliver to HR COMPANY a fully executed State School Aid Payment Agreement, acknowledged by EMU. HR COMPANY shall be entitled to file a financing statement with regard to amounts owed to it by the Academy hereunder as against any and all collateral of the Academy.

The Academy shall pay to HR COMPANY all costs incurred by HR COMPANY in connection with Worksite Employees as defined in section 14, *infra*, including but not limited to: all payroll, all applicable federal, state and local taxes, all premium contributions in connection with employee benefits, including all workers compensation premiums, all insurance premiums, all fees incurred in securing the payments by way of the State School Aid Payment Agreement and all unemployment compensation charges from the date services begin hereunder. All federal or state tax credits, savings or deductions (including but not limited to IRC Section 125) are the property of HR COMPANY as the employer of record. Tax liability and workers' disability compensation rates are noted in Schedule A. Any required adjustment to federal, state or local taxes or insurance premiums applicable to this Agreement or change in status of the Worksite Employee shall be effective on the date of such adjustment or change. HR COMPANY shall at all times remain responsible for payment of such benefits, taxes, contributions, premiums and payrolls, it being understood by the parties, however, that the ability of HR COMPANY to comply with this requirement is contingent upon timely receipt of payments and fees due pursuant to this Agreement.

In the event of an arrearage of two invoiced payrolls, the Academy shall use the proceeds of any State Aid, line of credit or other advance of funds secured by state school aid pursuant to MCL 380.1225 or other applicable law **FIRST** to settle the arrearage.

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

The Academy Board may advance funds to HR COMPANY for the fees of expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification. No corporate costs for HR Company shall be charged to, or reimbursed by, the Academy.

12. Work Environment. The Academy shall reasonably cooperate with HR COMPANY's input with regard to compliance with all applicable health and safety laws, regulations, ordinances, directives, and rules of controlling Federal, State and Local Government. HR COMPANY's onsite supervisor, the School Leader, or his/her designee will immediately report all employee accidents and injuries to HR COMPANY within twenty-four (24) hours after learning of the accident. HR COMPANY shall be solely responsible for compliance with all federal laws related to the Immigration Reform and Control Act of 1986, as amended, including but not limited to, the screening of potential employees for verification of employment and filing form I-9 or its successor form.

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

13. Representations and Warranties. The Academy has the authority under the Revised School Code and other applicable laws and regulations to execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement such that the Academy's execution, delivery and performance of this Agreement do not violate any terms or provisions of any separate contract, applicable laws or other policies.

HR COMPANY is a Michigan for-profit corporation and is in good standing and authorized to conduct business in the State of Michigan. HR COMPANY has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. HR COMPANY acknowledges that it is not in breach or default under any loan or financial obligations, including, but not limited to salary obligations and related benefits, payroll taxes, and leases for real and personal property.

Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement. HR COMPANY shall notify the Academy if any principal or officer of HR COMPANY as a corporate entity (including any related organizations or organizations in which a principal or officer of HR COMPANY serves or has served as a principal or officer) has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

This Agreement shall not be assignable without prior notification to the Eastern Michigan University Charter Schools Office. Any assignable party shall be considered an Educational Services Provider ("ESP"), as defined by Eastern Michigan University's ESP Policies. As such, any assignable party shall follow the requirements set forth in those ESP Policies.

14. Employer of Personnel. All administrators, teaching, instructional, support, and any other personnel performing functions on behalf of the Academy who are provided to the Academy by HR COMPANY shall be employees of HR COMPANY ("**Worksite Employee**"). Specifically, HR COMPANY shall enjoy the sole and exclusive right to screen, hire, fire, evaluate, discipline and train staff by itself. HR COMPANY will not execute any contract with staff assigned to the academy that will contain non-complete language that prohibits such staff from working at the Academy. HR COMPANY accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations irrespective of whether HRE receives an advancement of its costs or the payment of services from the Academy. To assure that employees are paid over the summer

for services rendered during the 10-month school year, the Board shall set aside funds each payroll to cover the cost of payroll, benefits and all fees to be paid during the months of July and August provided that documentation for the fees and expenses are provided for Board review and the costs are consistent with budget allocations. Unless required by applicable statute, court, or administrative decision or an Attorney General opinion, HR COMPANY shall not make payments to the Michigan Public School Employees' Retirement System ("MPSERS") or any other public retirement system on behalf of its employees. In the event of a finding that payments to MPSERS or other public retirement system are due on behalf of or to HR COMPANY's employees who have been assigned to work or are currently assigned to work at the Academy, HR COMPANY shall be responsible for the payment of such benefit to such employees, limited to 50% of the HR Administration fees collected in the year of the finding against the Academy. Otherwise, the Academy and its Board will respect the employer rights of the HR COMPANY and specifically avoid any actions that would contradict or damage the HR COMPANY as the employer of record. As of the date of this Agreement, the Academy is not required, by applicable law, to provide tenure to its certified teachers. HR COMPANY shall not engage in a practice that abrogates this protection. Employment records of HR COMPANY employees shall be made available to the Academy's independent auditor upon request for purposes of auditing such records for compliance with applicable law. HR COMPANY will cooperate with said auditor, and HR COMPANY shall not select or retain the Academy's auditor.

- A. Compliance with School Safety Initiative. Under the provisions of Michigan Public Act 84 of 2006, as amended (hereafter "**PA 84 of 2006**"), and the more recent requirements of the Michigan Department of Education and the Michigan State Police, the Academy is required to have all of HR COMPANY'S agents, employees or representatives, who will work on the Academy's premises, be fingerprinted and subjected to the criminal history record information ("CHRI") checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, prior to commencing any work under this Agreement. The Academy shall designate an Authorized Recipient who shall be the sole person to conduct the CHRI checks and receive the results of the CHRI. The Authorized Recipient shall issue a Determination Letter to HR Company, which is commonly known as the "red light / green light" letter advising HR Company that the applicant is cleared to work, not cleared to work, or is subject to further proceedings given a "yellow light" Determination. The Authorized Recipient may not disclose the specific results of the CHRI to HR COMPANY or any of its employees. The Authorized Recipient shall store all CHRI records on site, in physical form, in a locked storage cabinet at the site of the Authorized Recipient. The Authorized Recipient shall be the only individual with access to this information. The cost of this storage shall be the responsibility of the Academy for those Worksite Employees and staff who are included within the Description of Staff Responsibilities appended to the Academy's Charter Contract.
- B. Compliance with PA 84 of 2006. In addition, unless notified it is not subject to PA 84 of 2006, HR COMPANY represents and warrants to the Academy that it will at all times during the term of this Agreement be in compliance with the provisions of PA 84 of 2006, including, but not limited to, reporting to the Academy within 3 business days of when the HR COMPANY or any of its agents, employees or representatives who will be on the Academy's premises, are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006. HR COMPANY shall immediately report to the Academy if such person is subsequently



convicted, pleads guilty or pleads no contest to such crime.

- C. Unprofessional Conduct Checks. HR COMPANY further acknowledges and agrees that it will conduct unprofessional conduct checks, in accordance with MCL 380.1230b, before hiring an employee assigned at the Academy.
  - D. In connection with the performance of this Agreement, HR COMPANY agrees that it will be prohibited from executing contracts with its staff assigned to the Academy (including by way of example and not limitation, administrators, teachers, and counselors) that contain non-compete agreements that prohibit such staff from working at the Academy.
15. No Authority to Contract. HR COMPANY shall have no authority to commit the Academy to any contract or obligation, without the expressed prior approval of the Academy. No contract may be executed on behalf of the Academy by HR COMPANY. Only authorized personnel of the Academy are authorized to execute contracts on behalf of the Academy. Accordingly, the Academy shall have no authority to commit the HR COMPANY to any contract or obligation, without the expressed prior approval of the HR COMPANY. No contract may be executed on behalf of the HR COMPANY by the Academy. Only authorized personnel of the HR COMPANY are authorized to execute contracts on behalf of the HR COMPANY. HR COMPANY warrants that its obligation to perform its duties under this Agreement does not violate any agreement or obligation to which HR COMPANY is bound and the services provided by HR COMPANY shall be performed in a professional manner and shall be of a high grade, nature and quality and shall be performed in a timely manner consistent with the terms and conditions of this Agreement.
16. Security and Data Breaches. HR COMPANY shall promptly report to the Academy Board, not later than the first business day following discovery, any use or disclosure of personally identifiable information from the Academy's education records or other information not suitable for public release (collectively, Covered Data or Information ("CDI")) that is not authorized by this Agreement or Applicable Law. HR COMPANY agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what HR COMPANY has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, HR COMPANY has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action HR COMPANY has taken or shall take to prevent future similar unauthorized use or disclosure. HR COMPANY shall provide such other information as reasonably requested by the Academy Board. HR COMPANY shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised. HR COMPANY shall: (i) provide employees with the name and contact information for an employee of HR COMPANY who shall serve as employee's primary security contact and shall be available to assist the employee twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify employee of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after HR COMPANY becomes aware of it; and (iii) notify employee of any Security Breaches by telephone at the employee's number of record and/or by e-mailing employee with a read receipt at the employee's email address of record and with a copy by e-mail to HR COMPANY primary business contact. (b) Immediately following HR COMPANY'S notification to employee of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. HR COMPANY agrees to reasonably cooperate with employee in employee's

handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing employee with physical access to the facilities and operations affected; (iii) facilitating interviews with HR COMPANY's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise [reasonably] required by employee.

17. Other Activities. HR COMPANY shall remain free to engage in other independent contracting activities, provided, however, that HR COMPANY shall at all times remain available to perform its services under this Agreement in a first class manner and shall refrain from engaging in any activities which it knows or reasonably should know are inconsistent with, which interfere with, or which are in conflict with any of the terms of this Agreement or the business or operational interests of the Academy.
18. Indemnification. To the extent permitted by law, HR COMPANY shall indemnify, defend and hold harmless the Academy, staff, employees, agents and representatives from and against all taxes, penalties, fines, damages, sanctions, losses, assessments, liabilities, claims, demands, judgments, or other forms of liability, costs, obligations and other expenses, including reasonable attorneys' fees and costs of litigation, whether or not resulting from third party claims, arising out of any act, omission, negligence or misconduct of HR COMPANY or any of its directors, officers, owners, employees, agents or representatives, and any breach or other default or noncompliance with any agreement, representation, warranty or covenant on the part of HR COMPANY, its directors, officers, owners, employees, agents or representatives unless caused by the sole negligence of ACADEMY contained in this Agreement or the provision of any of the services contained in or made pursuant to this Agreement. HR COMPANY also agrees to defend, indemnify and hold harmless the Academy staff, employees, agents and representatives from any claims made by HR COMPANY's internal staff employees including, but not limited to charges of discrimination brought through the State Department of Labor, the Equal Employment Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with federal and state wage and hour laws, wrongful termination, discrimination, denial of due process or other labor-related causes of actions resulting from employee discipline or termination. HR COMPANY shall notify its insurance company, recognize and name the Academy, as additional insured on all applicable policies of insurance, including, but not limited to, general liability and umbrella policies, and provide a certificate of insurance to the Academy evidencing the same.

To the extent permitted by law, or the Academy's Charter Contract, the Academy and its Board of Directors hereby agree to indemnify and hold harmless HR COMPANY and its respective officers, directors, employees, agents and representatives, from and against any and all liabilities, costs, causes of action, damages and expenses (including reasonable attorney's fees and costs of litigation) which HR COMPANY may incur as a result of the negligent acts or omissions of the Academy or its Board members, directors, officers, employees (if any) vendors, agents and representatives, unless caused by the sole negligence of HR COMPANY. The Academy will notify its insurance company, recognize and name HR COMPANY as an additional insured on all applicable policies [with the exception of EPLI, which HR COMPANY shall obtain on behalf of the Academy; the premium of which shall be billed in advance through (without markup) to the Academy by HR COMPANY]. The Academy Board will follow all reasonable directives of the HR COMPANY's designated agent, the School Leader, in the management and minimization of any and all risks, provided such directives do not abrogate the Academy's extant policies, at the time of the directive in question, or place the Academy in breach of its Charter Agreement or other contractual undertakings.

The indemnification obligations of the parties under this Section 18 shall survive termination of this Agreement.

19. Indemnification of Eastern Michigan University. The parties acknowledge and agree that Eastern Michigan University, its Board of Regents, 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, the HR COMPANY hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the Academy application, the University Board's consideration of or issuance of a Contract, HR COMPANY's preparation for or operation of the Academy (within the limits of the services to be provided for herein), or which are incurred as a result of the reliance by the University upon information supplied by the HR COMPANY, or which arise out of HR COMPANY's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against HR COMPANY to enforce its rights as set forth in this section of the Agreement.
20. Insurance. The Academy will obtain and maintain insurance as required in the Contract and will name HR COMPANY as an additional insured on its general liability insurance policy. HR COMPANY shall maintain such policies of insurance as required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), and that in the event the University or M.U.S.I.C. requests any change in coverage by ESPs or staffing companies, HR COMPANY agrees to comply with any change in the type or amount of coverage, as requested, within thirty (30) days after written notice of the insurance change. HR Company's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.
21. Right to Termination. Notwithstanding anything herein contained, either party may terminate this Agreement, without cause, upon thirty (30) days advance written notice or immediately by the Academy for Cause. For purposes of this Agreement, the term "Cause" shall mean:
  - A. The failure of HR COMPANY to comply with any of the material terms of this Agreement after being given written notice of such failure by the Board of the Academy and the failure to cure such condition within thirty (30) days after receipt of such notice;
  - B. The failure of HR COMPANY to implement, or adhere to, reasonable policies or directives of the Board of the Academy after being given written notice of such refusal by the Board and the failure to cure such condition within thirty (30) days after receipt of such notice;
  - C. The failure of HR COMPANY to competently perform the duties imposed pursuant to this Agreement, and the failure to cure such condition within thirty (30) days after receipt of such written notice from the Board of such failure;



- D. Any action or inaction by HR COMPANY that is not cured within sixty (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 Eastern Michigan University is a material breach.
- E. The failure of HR COMPANY upon receipt of all outstanding funds from Academy or its Board to pay all taxes as required under the terms of this Agreement.

Good Faith Efforts to Remedy a Breach. Termination of the Agreement mid-year may cause a breach of the Contract. The Academy and HR COMPANY agree in good faith make all reasonable 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 Academy and HR COMPANY agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. HR COMPANY shall perform this transition in a similar manner as described under EMU Educational Service Provider Policy No. 24 based upon completion of the then-current school period.

- F. Relative to HR COMPANY, the failure of the Academy to;
  - 1. Make any monetary payment required under this Agreement within five (5) days of written notice or, alternately, failure of the Academy to produce a State School Aid Intercept and Direction, acknowledged by the Academy's Authorizer, upon written notice by HR COMPANY as permitted under the terms of this Agreement within five (5) days of HR COMPANY's written demand of same to the Academy or its authorized agent;
  - 2. Comply with any material term of this Agreement after being given written notice of such failure by HR COMPANY and the failure to cure such condition within thirty (30) days after receipt of such notice;
  - 3. Failure to implement reasonable recommendations of the HR COMPANY and failure to notify HR COMPANY of any material matter related to any Worksite Employee, provided the Academy Board possesses, at all pertinent times, actual knowledge of such material matter;
  - 4. Failure of the Academy to cooperate in the investigation of a workplace complaint, or committing any act which would cause a loss to the HR COMPANY, or restricts or limits the HR COMPANY's rights as the sole employer of staff at the Academy;
- G. Transitional Cooperation Upon Termination. HR COMPANY agrees that upon termination or expiration of the Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, HR COMPANY 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 Educational 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 Educational Service Provider or self-management without disruption to the staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by HR COMPANY to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new Educational Service Provider, self-management or dissolution; and (v) provide for the orderly transition to the new Educational Service Provider, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

## 22. Termination.

- A. Obligations upon Termination. In the event that either the Academy or the HR COMPANY does not renew this Agreement at the end of the initial term or any renewal term, or if the Agreement is otherwise terminated as provided herein, the employment relationship shall end at the expiration of the initial term or the renewal term, or on the effective date of any mid-term terminations, as the case may be. Upon termination, HR COMPANY shall notify its Worksite Employees that their assignments with the Academy have been terminated. The Academy has the first option upon termination to hire any Worksite Employees. In order to minimize any unemployment liability that may be incurred, the HR COMPANY has the right to reassign any Worksite Employees not hired by the Academy or terminate their employment at its option. Upon expiration of this Agreement and the employment relationship, the HR COMPANY shall terminate all policies and endorsements covering the Academy and/or the Worksite Employees hired by the Academy or not retained by the HR COMPANY. Further, the Academy and the HR COMPANY shall each remain responsible for:
1. all fees, payments and other charges owing under this Agreement by the respective parties through the effective termination date; and
  2. any termination charges as provided for and as allocated in this Section.
- B. Upon termination of this Agreement for any reason and after payment by the Academy of all invoices, HR COMPANY shall, without further charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to the new human resources management company or the Academy; (iii) organize and prepare students records for transfer to the new human resources management company; and (iv) provide for the orderly transition of employee compensation and benefits to the new human resources management company or the Academy without disruption to staffing, if those areas are under the HR COMPANY's sole control.



- C. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued under Section 507, 528 or 561 of the Code; or (ii) to undergo a reconstitution pursuant to Section 507, 528 or 561 of the Code and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the HR COMPANY shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

D. Termination Charges.

1. Subject to the limitations of Section 21.D above, upon termination of this Agreement by the Academy prior to the end of the initial term or a renewal term, as the case may be, the Academy shall immediately pay in full any outstanding balance on any obligations under Section 11 of this Agreement. These termination charges are in addition to any other obligations of the Academy under this Agreement.
2. Upon termination or expiration of this Agreement, or this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, the HR COMPANY shall, without additional charge: (i) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by the HR COMPANY to the Academy;

23. Notices. All notices and other communications shall be in writing and shall be effective upon receipt if hand delivered; shall be effective three (3) days after depositing in the U.S. mail; and shall be effective one (1) day after sending by a nationally recognized overnight delivery service to the addresses stated below, or to such other addresses as to which any party shall have previously notified the other parties in writing in conformity with this Section. For the purposes of this Section, the addresses of the parties shall be as set forth in the preamble of this Agreement.

24. Interest Rate. No interest shall be charged by HR COMPANY for late invoices paid by the Academy. The Academy will use its best efforts to pay the invoices received by HR COMPANY for services in a timely manner under the terms of this Agreement.

25. Miscellaneous.

- A. Complete Agreement. This Agreement constitutes the complete agreement among the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.

- B. Governing Law; Forum. This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan, applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. Each of the parties agrees that any injunctive relief or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in any court of the State of Michigan, County of Oakland.
- C. Expenses. Except as otherwise specifically provided herein, each party shall pay its respective attorneys' fees and other costs and expenses incurred in connection with the performance of this Agreement. The Academy agrees to pay attorneys' fees which are expected and otherwise incurred in the normal course of business for its counsel, advising on the legal obligations regarding the rights, liabilities and responsibilities unique to Michigan Public School Academies.
- D. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties to this Agreement. Other than as specifically provided regarding indemnification of EMU, nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental authority or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third-party beneficiary of this Agreement.
- E. Governmental Immunity. No provision of this Agreement shall restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity.
- F. No Waiver. The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.
- G. Performance Evaluation of HR COMPANY. The Academy Board shall approve and shall be responsible to develop and implement an annual process for the review and evaluation of HR COMPANY's performance under this Agreement. The evaluation form and any policies and procedures applicable to the annual evaluation process shall be provided in writing, and in advance to HR COMPANY. The Board shall communicate in writing to HR COMPANY the results of such annual performance review. The HR COMPANY shall be considered in good standing with the Academy and its Board unless notified in writing with 60 days' notice to cure any open issues.
- H. Compliance with Academy's Contract. HR COMPANY agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Charter Contract issued by the Eastern Michigan University Board of Regents. The provisions of the Academy's Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.
- I. Revocation or Termination of Contract. If the Academy's Charter Contract issued by the Eastern Michigan University Board of Regents is revoked, terminated or a new charter

contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties.

- J. Academy Acts Only Through its Board. It is acknowledged and agreed by HR COMPANY that the Academy, as a public body, acts only through its Board, convened in accordance within the requirements of the Michigan Open Meetings Act. While direction may, from time to time, be available through individual members of the Board of Directors or its agents, the Board will not be bound except through its official actions when convened as a public body.
- K. Amendment. The Academy and HR COMPANY may not substantially amend this Agreement without notifying the Director of Eastern Michigan University's Charter Schools Office (the "CSO Director"). No amendment shall be contrary to this section and shall be accompanied by an opinion of legal counsel. Whether or not substantial, the Academy shall submit to the University President designee all amendments to this Agreement within 10 days after such amendment.
- L. Execution in Counterparts. This Agreement may be executed in counterparts, which several counterparts shall be construed as one single agreement.

**WHEREFORE**, the parties have duly executed this Agreement on the day and year first above written.

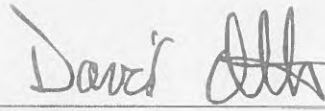
**COMMONWEALTH COMMUNITY  
DEVELOPMENT ACADEMY**



By: Solomon Spann, III  
Its: Board President

Dated: 19 June 2024

**Human Resources Experts 0227, Inc.**



By: David Otto  
Its: President

Dated: 06/19/2024



**COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY**

**Schedule A**

**2019-2020 Fee Schedule**

**July 1, 2024 - June 30, 2025**

**Fee Schedule Overview** – The following is the schedule of fees to be charged in connection with the Independent Contractor Agreement between the **HR Company** and the **ACADEMY**. The fees may or may not represent the actual cost to the HR Company and may include, by way of example, administrative costs, filing and reporting costs and such fees are subject to adjustment. Special client requests may require additional costs to the ACADEMY.

<b><u>Fees</u></b>	<b><u>Payroll / Payroll Tax Categories and Reporting</u></b>
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<b>FICA</b>	<b>7.65</b>
<b>FUTA*</b>	<b>0.90%</b>
<b>SUTA-MI*</b>	<b>5.01%</b>

*\*Legislation may require the application of different taxation rates dependent upon specific mandates within the law. HR Company reserves the right to change the underlying statutory tax rates and reporting methods, as either selected or mandated by Local, State, or Federal Governments.*

<b><u>Fees</u></b>	<b><u>Administrative Fees</u></b>
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We will provide full Human Resources, Safety, Payroll and Benefit Administrative Services as described in our **Independent Contractor Agreement, Exhibit 1**. All expenses related to ACADEMY directives and actual expenses incurred outside of the pre-determined services will be billed with proper documentation.

- |  |   |
|--|---|
| • <b>Human Resource Fee</b>              | <b>2.60% of gross payroll billed per pay period *</b> |
| • <b>New Hire</b>                        | <b>\$ 25.00 per employee file established</b>         |
| • <b>Shipping &amp; Handling</b>         | <b>\$ 23.95 waived if electronic delivery</b>         |
| • <b>Minimum annual contract billing</b> | <b>\$ 16,900 reconciled quarterly</b>                 |
| • <b>M.U.S.I.C Insurance</b>             | <b>\$ 4,798.82 annually**</b>                         |

<b><u>Fees</u></b>	<b><u>Workers Compensation Fees* by Code(s)</u></b>
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<b><u>Job Code</u></b>	<b><u>Job Description</u></b>	<b><u>Rate on Wage</u></b>
• <b>8868</b>	<b>Teachers/Admin</b>	<b>0.77%</b>
• <b>9058</b>	<b>Food Service</b>	<b>2.43%</b>
• <b>9015</b>	<b>Maintenance</b>	<b>8.67%</b>
• <b>7380</b>	<b>Bus Drivers</b>	<b>5.90%</b>

**Benefits – (See Current Plan For Health, Dental and/or Vision) and Insurance (M.U.S.I.C)**

**HR COMPANY must be the Agent of Record** for all medical, dental and vision premiums. If applicable, will be billed and remitted by **HR COMPANY**. ACADEMY will be billed one month's premium charges on the first payroll of the month for Health, Dental, and/or Vision and all other applicable benefits, including any advances in the Section 125 Plan.

**\*\*Required M.U.S.I.C.-Billed over 26 pays (\$184.57 per payroll)**

**Commonwealth Community Development Academy**

By: Solomon Spann III  
Solomon Spann III – Board President

Date: 6-19-24

**Human Resources Experts 0227, Inc.**

By: David Otto  
David Otto – President

Date: 06/19/2024



Exhibit D

*Services and Responsibilities - Human Resource Experts 0227 Inc.*

HR Responsibilities

List of Services and Responsibilities

AREA OF SERVICE		SERVICE DESCRIPTION		RESPONSIBILITY		
CATEGORY	SUBCATEGORY	SERVICE	DETAILS	ABO	SHARED	RATE
Employee Administration	Direct Services to Employees and Managers	Calls to ABO Human Resources Solution Center	ABO will provide support, coaching and response to client questions regarding employee matters within a 24-hour period unless emergency situation exists.	✓		Included
Employee Administration	Direct Services to Employees and Managers	Open Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Standard Time	ABO's regular office hours for scheduled appointments or to intake phone calls. However, if client needs require, earlier or later hours may be accommodated.	✓		Included
Employee Administration	Direct Services to Employees and Managers	Ready to assist your employees with benefits, payroll, or HR questions	The ABO team service guarantee provides for a response within 24 hours of your call.	✓		Included
Employee Administration	PRISM HR Web-Based Software	Workflow management and security	Updates of the PRISM process flow is managed and monitored by the ABO IT department and our IT vendor partner. Security protocols are reviewed and released to client-approved staff with written authorization.	✓		Included
Employee Administration	PRISM HR Web-Based Software	Assignment of roles so managers can have individual levels to access to information	Security protocols are reviewed and released to client-approved staff with written authorization.		✓	Included
Employee Administration	PRISM HR Web-Based Software	Paperless entry of new hires, salary changes, employment data, etc.	All employee maintenance can be performed by clients at their worksite using PRISM access along with pay changes, deductions changes, and address changes. ABO provides training and support for clients.		✓	Included
Employee Administration	PRISM HR Web-Based Software	Online entry of time and payroll information	All employee maintenance and work hours entry can be performed by clients at their worksite using PRISM access along with pay changes, deductions changes, and address changes. ABO provides training and support for clients.		✓	Included



Employee Administration	PRISM HR Web-Based Software	Web-based access for all ABO graphically disbursed employees	All employee maintenance and data entry can be performed by clients and their employees at their remote worksite using PRISM access along with pay changes, deductions changes, and address changes. ABO provides training and support for clients.	✓		Included	
Employee Administration	PRISM HR Web-Based Software	Web-based access to HR tools for managers (checklists, guidance, etc.)	PRISM allows for the client to access the data necessary to complete this task. ABO staff can assist client by telephone, online support, or with on-site training as needed.	✓		Included	
Employee Administration	PRISM HR Web-Based Software	Standard menu of management reports (payroll, time entry, ABO, 401k, etc.)	PRISM allows clients to access, print, and download reports. ABO staff can assist with set-ups and selection of reports needed.	✓		Included	
Employee Administration	PRISM HR Web-Based Software	Online Payroll entry	PRISM allows for the client to access the data necessary to complete this task. ABO staff can assist client by telephone, online support, or with on-site training as needed.		✓	Available	
Employee Administration	PRISM HR Web-Based Software	Process and balance direct deposit	PRISM allows and automatically updates compliance and payroll tax files so these reports generate standard.		✓	Available	
Employee Administration	Payroll Processing	Submit federal, state, and local withholding reports	PRISM allows and automatically updates compliance and payroll tax files so these reports generate standard.	✓		Included	
Employee Administration	Payroll Processing	Compile and submit standard monthly hiring reports	PRISM allows and automatically updates compliance and payroll tax files so these reports generate standard.		✓	Available	
Employee Administration	Payroll Processing	Compile and submit standard monthly termination reports	PRISM allows and automatically updates compliance and payroll tax files so these reports generate standard.		✓	Included	
Employee Administration	Payroll Processing	Develop and upload standard management reports	PRISM allows and automatically updates compliance and payroll tax files so these reports generate standard.	✓		Available	
Employee Administration	Payroll Processing	Answer employment verification request	PRISM allows and automatically updates compliance and payroll tax files so these reports generate standard.	✓		Included	
Employee Administration	Payroll Processing	Classify employees for exemption status (FLSAA)	ABO staff will review job descriptions and work with the client to identify the proper status. (Upon request)	✓		Available	



Employee Administration	Payroll Processing	Prepare and post new hire kits (benefits, policies, perks, etc.)	ABO staff will prepare and orientation package for client in onboarding new employees and will post to client PRISM site.	✓	Available
Employee Administration	Payroll Processing	Track receipt of required employment forms	ABO staff will prepare an orientation package for client use in onboarding new employees	✓	Included
Employee Administration	Payroll Processing	Review forms for proper completion	ABO staff will prepare an orientation package for client use in onboarding new employees	✓	Included

Employee Administration	Payroll Reporting	Set up and maintain employee files	ABO staff will prepare an orientation package for client use in onboarding new employees	✓	Included
Employee Administration	Payroll Reporting	Ensure files meet confidential/privacy standards	ABO updates all forms for use by clients for all compliance to local, state and federal statutes and privacy standards	✓	Included
Employee Administration	Employment	Conduct/manage new employee orientation	ABO staff will prepare an orientation package for client use in onboarding new employees	✓	Included
Benefits Administration	Benefit Plan Design	Research/compare competitive benefits	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
Benefits Administration	Benefit Plan Design	Report integratable to general ledger, customized reports & Accounting system interface (set-up required)	PRIMS allows for client to access, print and download reports. ABO staff can assist with setups and selections of reports needed.	✓	Included
Benefits Administration	Benefit Enrollment	PRISM software/hardware maintenance and upgrades	Maintenance of the PRISM system, file updates, software upgrades, costs and fees charged for HRIS system are performed.	✓	Available
Benefits Administration	Benefit Enrollment	Calculate and set up payroll deductions, calculate retroactive pay	PRISM allows for the client to access the data necessary to complete this task. ABO staff can assist client by telephone, online support or with on-site training as needed.	✓	Included



Benefits Administration	Benefit Enrollment	Employee advances and loans with auto-stop once balance is zero and tracking	PRISM allows for the client to access the data necessary to complete this task. ABO staff can assist client by telephone, online support or with on-site training as needed.	✓	Included	
Benefits Administration	Benefit Administration	Record and track vacation accruals and sick leave	PRISM allows for the client to access the data necessary to complete this task. ABO staff can assist client by telephone, online support or with on-site training as needed.	✓	Included	
Benefits Administration	Benefit Administration	Record and track other paid/unpaid leave including FMLA	PRISM allows for the client to access the data necessary to complete this task. ABO staff can assist client by telephone, online support or with on-site training as needed.	✓	Included	
Benefits Administration	Benefit Administration	Prepare rush payroll checks requiring additional processing	Client will send to ABO to complete this task	✓	Included	
Benefits Administration	Health Insurance	Answer employee questions on payroll	ABO will provide support, coaching and response to client questions regarding employee matters within a 24-hour period unless emergency situation exists.	✓	Included	
Benefits Administration	Health Insurance	Review payroll for wage and hour compliance	As requested by client	✓	Included	
Benefits Administration	Health Insurance	Process separate expense reimbursements	PRISM allows for the client to access the data necessary to complete this task. ABO staff can assist client by telephone, online support or with on-site training as needed.	✓	Included	
Benefits Administration	Health Insurance	Respond to garnishments and calculate special withholding writ amounts	PRISM allows for the client to access the data necessary to complete this task. ABO staff can assist client by telephone, online support or with on-site training as needed.	✓	Included	
Benefits Administration	Health Insurance	Maintain regulations related for SPD availability	ABO will provide information and response to client questions regarding benefit matters within a 24-hour period as agent of record. IF client has non-affiliated agent, ABO will process changes upon agent notice on the payroll following the current period.	✓	Included	



Benefits Administration	Health Insurance	Process 401(k) contributions and payments to America's HR Department 401(k) plan	ABO will process and make direct payments to ABO 401(k) plans, client plans can be administered with client reviews and client plan approvals	✓	Included
Benefits Administration	Health Insurance	Reconcile payroll deductions at employee's termination	A final reconciliation is performed at the termination of every employee to ensure that any deductions are taken and repayments if at all possible are made by the employee	✓	Included
Benefits Administration	Health Insurance	Identify and select appropriate plans	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
Benefits Administration	Health Insurance	Develop customized benefits program	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.		
Benefits Administration	Benefit plan Design	Design benefits contribution strategy	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
	Benefit plan Design	Review cost and quality annually	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
Benefits Administration	Benefit plan Design	Offer supplemental benefits	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
	Benefit plan Design	Online benefits enrollment, if applicable with provider	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included



Benefits Administration	Benefit plan Design	Explain benefit plans and costs to employees and management	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
	Benefit plan Design	Ensure timely receipt of all enrollment information	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
Benefits Administration	Benefit plan Design	Set up benefit deductions in payroll system	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
	Benefit plan Design	Forward applications electronically to providers to ensure accuracy	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
Benefits Administration	Benefit plan Design	Confirm enrollment to client/employee via e-mail	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
	Benefit plan Design	Reconcile and pay monthly benefit bills for each plan	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
Benefits Administration	Benefit plan Design	Research benefits coverage	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
	Benefit plan Design	Fulfill employee requests for information within 24 hours	ABO will provide support, training and response to client questions regarding HR matters with a 24 hour period unless in an emergency situation exists	✓	Included



Benefits Administration	Benefit plan Design	Assist employees with coverage changes	ABO will provide support, training and response to client questions regarding HR matters with a 24-hour period unless in an emergency situation exists	✓	Included
	Benefit plan Design	Notify payroll of deductions, changes	ABO will provide support, training and response to client questions regarding HR matters with a 24 hour period unless in an emergency situation exists	✓	Included
Benefits Administration	Benefit plan Design	Assist employees with claims issues	ABO will provide support, training and response to client questions regarding HR matters with a 24-hour period unless in an emergency situation exists	✓	Included
	Benefit plan Design	Manage liaison and relationship with providers	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
Benefits Administration	Benefit plan Design	Write and distribute benefits bulletins	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
	Benefit plan Design	Provide management reports	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
Benefits Administration	Benefit plan Design	Plan annual open enrollment	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included
	Benefit plan Design	Open enrollment orientations to employees to explain enhancements	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included



Benefits Administration	Benefit plan Design	Offer a choice of medical, dental and vision	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included	
	Benefit plan Design	Offer choice of life insurance, AD&D, short and long-term disability plan	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included	
Benefits Administration	Benefit plan Design	Control for receipt of enrollment process	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included	
	Benefit plan Design	Ensure employees understand late entrant risk (ERISA)	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included	
Benefits Administration	Benefit plan Design	Enrollment after employment status changes (PT to FT)	ABO will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. ABO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	✓	Included	
	Benefit plan Design	Assemble and upload benefits enrollment and educational materials	ABO staff will prepare an orientation package for client use in onboarding new employees.	✓	Included	
Benefits Administration	Benefit plan Design	Maintain regulations related for SPD availability	ABO will provide support, training and response to client questions regarding HR matters with a 24-hour period unless in an emergency situation exists	✓	Included	
Benefits Administration	Health Insurance	Track changes in eligibility	ABO will provide information and response to client questions regarding benefit matters within a 24-hour period as agent of record. IF client has non-affiliated agent, ABO will process changes upon agent notice on the payroll following the current period.	✓	Included	



Benefits Administration	Health Insurance	Calculate premiums and coverage limits	ABO will provide information and response to client questions regarding benefit matters within a 24-hour period as agent of record. IF client has non-affiliated agent, ABO will process changes upon agent notice on the payroll following the current period.	✓	Included	
Benefits Administration	Health Insurance	Respond to employee questions	ABO will provide support, training and response to client questions regarding HR matters with a 24-hour period unless in an emergency situation exists	✓	Included	
Benefits Administration	Health Insurance	Process coverage and beneficiary change	ABO will provide information and response to client questions regarding benefit matters within a 24-hour period as agent of record. IF client has non-affiliated agent, ABO will process changes upon agent notice on the payroll following the current period.	✓	Included	
Benefits Administration	Health Insurance	Track & Process optional additional coverage	ABO will provide information and response to client questions regarding benefit matters within a 24-hour period as agent of record. IF client has non-affiliated agent, ABO will process changes upon agent notice on the payroll following the current period.	✓	Included	
Benefits Administration	Flexible Benefits PlanAdmin	Distribute plan summaries	ABO will provide information and response to client questions regarding benefit matters within a 24-hour period as agent of record. IF client has non-affiliated agent, ABO will process changes upon agent notice on the payroll following the current period.	✓	Included	
Benefits Administration	Flexible Benefits Plan	Maintain & balance flexible spending accounts via plan TPA	ABO provides an IRS compliant Section 125 plan with timely filing of the annual Form 5500. ABO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.	✓	Included	
Benefits Administration	Flexible Benefits Plan	Provide online balance tracking for flexible spending accounts via plan TPA	ABO provides an IRS compliant Section 125 plan with timely filing of the annual Form 5500. ABO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.	✓	Included	



Benefits Administration	Flexible Benefits Plan	Review eligibility for pre-tax treatment	ABO provides an IRS compliant Section 125 plan with timely filing of the annual Form 5500. ABO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.	✓		Included
Benefits Administration	Flexible Benefits Plan	Review receipts to assure they comply with IRS via TPA	ABO provides an IRS compliant Section 125 plan with timely filing of the annual Form 5500. ABO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.	✓		Included
Benefits Administration	Flexible Benefits Plan	Prepare for and respond to IRS audits	ABO provides an IRS compliant Section 125 plan with timely filing of the annual Form 5500. ABO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.	✓		Included
Benefits Administration	Flexible Benefits Plan	Prepare and file form 5500	ABO provides an IRS compliant Section 125 plan with timely filing of the annual Form 5500. ABO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.	✓		Included
Benefits Administration	Other Benefits	Set up Employee Assistance Plan with Work-Life options	ABO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.		✓	Available
Employment Law Compliance	State and Federal Laws	Research, report, and pay all state/local taxes	ABO will manage the research and inquiry for all related employment law compliance including law updates, documentation, paperwork, and will respond to related government agencies.	✓		Included
Employment Law Compliance	State and Federal Laws	Obtain and stock tax forms for all states	ABO will manage the research and inquiry for all related employment law compliance including law updates, documentation, paperwork, and will respond to related government agencies.	✓		Included
Employment Law Compliance	State and Federal Laws	Research state and local labor laws for compliance	ABO will manage the research and inquiry for all related employment law compliance including law updates, documentation, paperwork, and will respond to related government agencies.	✓		Included
Employment Law Compliance	State and Federal Laws	Register as employer in all states	ABO will manage the research and inquiry for all related employment law compliance including law updates, documentation, paperwork, and will respond to related government agencies.		✓	Available



Employment Law Compliance	State and Federal Laws	Expenses related to client special requests	ABO will manage the research and inquiry for all related employment law compliance including law updates, documentation, paperwork, and will respond to related government agencies.	√	Available	
Employment Law Compliance	State and Federal Laws	Research and satisfy posting requirements	ABO will manage the research and inquiry for all related employment law compliance including law updates, documentation, paperwork, and will respond to related government agencies.	√	Included	
Employment Law Compliance	State and Federal Laws	Respond to all regulatory inquiries/audits and prepare ABO reports	ABO will manage the research and inquiry for all related employment law compliance including law updates, documentation, paperwork, and will respond to related government agencies.	√	Available	
Employment Law Compliance	COBRA	"Be alert" for qualifying events for qualified employers	ABO will monitor changes in employee status as part of payroll and employee maintenance process. As agent of record, all COBRA responsibility lies with ABO. Without agent of record status, ABO will rely upon client for notice to process COBRA paperwork.	√	Included	
Employment Law Compliance	COBRA	Send notice to employee and dependents upon eligibility	ABO will monitor changes in employee status as part of payroll and employee maintenance process. As agent of record, all COBRA responsibility lies with ABO. Without agent of record status, ABO will rely upon client for notice to process COBRA paperwork.	√	Included	
Employment Law Compliance	COBRA	Maintain required records	ABO will monitor changes in employee status as part of payroll and employee maintenance process. As agent of record, all COBRA responsibility lies with ABO. Without agent of record status, ABO will rely upon client for notice to process COBRA paperwork.	√	Included	
Employment Law Compliance	COBRA	Collect payments and remit premiums	ABO will monitor changes in employee status as part of payroll and employee maintenance process. As agent of record, all COBRA responsibility lies with ABO. Without agent of record status, ABO will rely upon client for notice to process COBRA paperwork.	√	Included	



Employment Law Compliance	COBRA	Terminate coverage for nonpayment	ABO will monitor changes in employee status as part of payroll and employee maintenance process. As agent of record, all COBRA responsibility lies with ABO. Without agent of record status, ABO will rely upon client for notice to process COBRA paperwork.	✓		Included
Employment Law Compliance	Workers' Compensation	Research and obtain coverage for each state	ABO will obtain quotes based on client providing current policy information.	✓	✓	Included
Employment Law Compliance	Workers' Compensation	Determine classifications and rates	ABO will consult with client and review workflow process as part of our risk management responsibilities and inform client of necessary compliance changes, updates and administration.	✓	✓	Included
Employment Law Compliance	Workers' Compensation	Pay premiums and report monthly payroll	ABO will consult with client and review workflow process as part of our risk management responsibilities and inform client of necessary compliance changes, updates and administration.	✓		Included
Employment Law Compliance	Workers' Compensation	Coordinate multiple policies in certain states	ABO will consult with client and review workflow process as part of our risk management responsibilities and inform client of necessary compliance changes, updates and administration.	✓		Included
Employment Law Compliance	Workers' Compensation	Comply with regulations in all states	ABO will consult with client and review workflow process as part of our risk management responsibilities and inform client of necessary compliance changes, updates and administration.	✓		Included
Employment Law Compliance	Workers' Compensation	Satisfy OSHA reporting rules	ABO will provide reminders of OSHA reporting rules per requirements of carrier. This includes requirements pertaining to OSHA log posting, hospitalization of employee, and death of employee. Client's responsibility to include above requirements with posting and reporting timely.	✓	✓	Included
Employment Law Compliance	Workers' Compensation	Compile and prepare data for premium audits	ABO will provide wage reports sorted by WC code based on premium audit period.	✓		Included
Employment Law Compliance	Immigration, VISAs and International Services	Control for receipt of all required I-9 forms	ABO will research maintain and process all appropriate paperwork for all VISA compliance.	✓	✓	Included



Employment Law Compliance	Immigration, VISAs and International Services	Research information on employing alien employees and Track visa expiration dates and coordinate with customer	ABO will research maintain and process all appropriate paperwork for all VISA compliance.	✓	Available
Employment Law Compliance	New Regulations	Research new and changed regulations at state and federal level and keep management aware of key changes	ABO provides regular updates to clients regarding local, state and federal changes in guidelines, regulations, and laws that may affect clients business	✓	Included
Employment Law Compliance	New Regulations	Comply with training and notice requirements	ABO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	✓	Included
Human Resources Management	Employee Communication	Maintain HR information system and files	ABO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	✓	Included
Human Resources Management	Employee Communication	Offer guidance on employment, progressive discipline, training, etc.	ABO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	✓	Included
Human Resources Management	Employee Communication	Coach management, via telephone, as needed	ABO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	✓	Included
Human Resources Management	Employee Communication	Continuous update of company handbook	ABO will review the staff handbook and recommend policy additions, corrections and deletions to ensure that the client, non-profit or school is in compliance with current laws and regulations.	✓	Included
Human Resources Management	Employee Communication	Consult on proper Job Description implementation	ABO will consult using our ABO assessment process to keep job descriptions in compliance with federal essential and non-essentials duties. In the case of a PSA, ABO will update job descriptions as requested, submit to the Board for approval and assist with submitting to the Authorizer for Charter Amendment.	✓	Available
Human Resources Management	Employee Communication	Assist with performance improvement and corrective action	ABO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	✓	Included
Employee Relations	Human Resource Consulting	Develop/maintain basic company policies as well as assist with developing and maintaining forms and procedures	ABO provides regular updates to clients regarding local, state, and federal changes in guidelines, regulations, and laws that may affect clients business.	✓	Included



Employee Relations	Human Resource Consulting	Counsel management on performance and corrective action issues, and counsel on employee issues	ABO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	✓		Included
Employee Relations	Human Resource Consulting	Prepare/review case file documentation	ABO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	✓		Included
Employee Relations	Human Resource Consulting	Respond to employee inquiries and concerns as well as Investigate and mediate complaints	Upon notice by client and/or employee, ABO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.		✓	Available
Employee Relations	Human Resource Consulting	Assist and counsel clients in regard to involuntary terminations	ABO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	✓		Included
Employee Relations	Human Resource Consulting	Design exit interview materials as well as prepare/review severance agreements and general releases. ABO can also assist in plan reduction in force implementation	ABO staff and appropriate vendor support will review and prepare communication for client use.		✓	Available
Risk Management	Safety Plan	Provide Illness and Injury Prevention Plan as well as a safety plan	ABO will contact agent/carrier to obtain documentation to review and distribute to client.		✓	Included
Risk Management	Safety Plan	Maintain OSHA records and all OSHA postings for onsite postings.	Within 24 hours of receipt, ABO will enter OSHA log required W/C claim information (provided by client) into ABO's OSHA program.		✓	Included
Risk Management	Workers' Compensation	Complete and file claims forms, monitor treatment status with medical staff and coordinate return to work or light duty.	ABO staff will maintain consistent and timely communication with medical staff regarding treatment for employee.		✓	Included
Risk Management	Workers' Compensation	Coordinate loss prevention activities with insurer	ABO if not the agent of record, will contact client agent to schedule loss prevention services offered by the client carrier.		✓	Included
Risk Management	Workers' Compensation	Check for duplicate W/C/health claims	ABO will ensure there are no duplicate claims as agent of record. If not the agent of record, ABO will send communication to client vendors for response to client need.		✓	Included



Risk Management	Unemployment	Review annual rate determination	ABO will review State determination for correctness and opportunity to lower the State rate by various means. Claims will be investigated and responded to base on client feedback.	✓		Included	
Risk Management	Unemployment	Respond and administer unemployment insurance in all states, review and handle claims filed, contest unwarranted claims and attend hearings of file appeals as necessary	ABO will review State determination for correctness and opportunity to lower the State rate by various means. Claims will be investigated and responded to based on client feedback. ABO handles most hearings over the telephone unless a face-to-face hearing is necessary. ABO will coordinate the proper client staff participation when necessary	✓		Included	
Risk Management	Employer Liability	Research employer liability issues	ABO will interview client or client employees as appropriate to gather all the pertinent facts, then research those facts versus local, state, and federal laws for compliance or issues to discuss with client.		✓	Available	
Risk Management	Employer Liability	Research/obtain insurance for employer liability	ABO will interview client or client employees as appropriate to gather all the pertinent facts, then research those facts versus local, state, and federal laws for compliance or issues to discuss with client. ABO can work with insurance agents to find appropriate coverage for client.		✓	Available	
Risk Management	Employer Liability	Obtain legal counsel for employment issues	ABO will handle most HR legal issues internally with our experienced staff. When necessary, ABO reaches out to relationships with existing legal counsel. If client requires legal representation for a matter, ABO will provide several referrals for client selection.		✓	Available	
Public School Academy	ESP, EMO, and Compliance Support	Staff and administrator position descriptions creation and review	ABO, working with school leadership, will design and prepare detailed position descriptions for use in recruiting and retaining staff.		✓	Included	
Public School Academy	ESP, EMO, and Compliance Support	Exit interviews of staff and administrators	Upon completion of assignment and resignations, ABO will perform an exit interview of staff and track and report findings for issues on trends.	✓		Included	
Public School Academy	ESP, EMO, and Compliance Support	Regular visits on-site at school property, as determined or needed	ABO will visit on-site on a regular basis as requested to be available for in person discussions for employees		✓	Included	
Public School Academy	ESP, EMO, and Compliance Support	Monthly communication meetings	Tactical decisions and specific PSA issues are discussed and shared internally to review Best Practices response protocol for further implementation.		✓	Included	



Public School Academy	ESP, EMO, and Compliance Support	Monthly board meeting attendance and reporting	ABO prepares standard reports, including ABO scorecards, significant trend issues major HR initiative status and fields questions from the Board.	✓	Included
Public School Academy	ESP, EMO, and Compliance Support	Ensure all personnel meet state and federal educational standards while recording and tracking teacher certifications and continuing education	ABO ensures personnel are highly qualified through certification and transcripts for administrators, teachers, and paraprofessionals.	✓	Included
Public School Academy	ESP, EMO, and Compliance Support	Ongoing administrative communications	ABO provides regular electronic communication with staff and clients on specific and general HR updates and client subject matter.	✓	Included
Public School Academy	ESP, EMO, and Compliance Support	Support staff recruitment (up to ten hours monthly)	ABO creates job postings based on the needs of the school, post the position(s), receives and screens applications and forwards to the client. ABO schedules, interviews, and assists with assembling the Hiring Committee.	✓	Included
Public School Academy	ESP, EMO, and Compliance Support	Performance evaluations	ABO will work with school leadership to ensure proper compliance for performance evaluations for administrators and teachers.	✓	Included
Public School Academy	ESP, EMO, and Compliance Support	Applicant database	ABO will maintain an on-going applicant database of applicants meeting the basic employment requirements of PSA clients, for last minute recruiting purposes.	✓	Included
Public School Academy	ESP, EMO, and Compliance Support	Board policy review and alignment of personnel based upon board review	ABO will review and discuss on a regular basis the staff levels ABO scorecard (dashboard) and HR open items to address any shortfall or variances to Board goals.	✓	Included
Public School Academy	ESP, EMO, and Compliance Support	Provide training to staff regarding HR and safety matters.	ABO will provide training to staff on safety matters such as Bloodborne Pathogens, EpiPen, Sexual Harassment, and CPR/First Aid	✓	Available



Public School Academy	ESP, EMO, and Compliance Support	Provide training to staff regarding HR and safety matters.	ABO will provide training to staff on safety matters such as Bloodborne Pathogens, EpiPen, Sexual Harassment, and CPR/First Aid	√		Available	
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**CONTRACT SCHEDULE 6**

**Physical Plant Description**



## COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

Academic Support Center  
10731-37 McNichols  
Detroit, MI 48221  
(313) 864-6627  
(313) 864-6628 Fax

Corporate Office  
13504 Justine  
Detroit, MI 48212  
(313) 891-6802  
(313) 366-9511 Fax

Elementary School  
13477 Eureka  
Detroit, MI 48212  
(313) 366-9470  
(313) 366-9471 Fax

[www.cwdacademy.com](http://www.cwdacademy.com)

Mrs. Angela D. Moore, Superintendent /Principal

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### **Commonwealth Community Development Academy Physical Plant Description**

Commonwealth Community Development Academy's campus consists of 19 classrooms. We can accommodate up to four hundred students. The main building houses two office spaces seven restrooms, nine classrooms, a gymnasium that duals as a cafeteria, with a performance stage, a staff lounge, two locker-rooms, and a full service self-prep kitchen.

Additionally, we have four portables. The first two portables house two classrooms with two bathrooms in each portable to divide the rooms. The second portable contains two primary classrooms, three restrooms and a high-tech technology lab with 24 workstations that have desk-top computers. The last portable consists of a classroom, three restrooms, an office space, a State of the Arts Science Lab and Dance Studio equipped with ceiling to the floor mirrors, dance bars and two additional locker rooms.

8 Office spaces and a Board Room are located in the adjacent building from the main building along with pertinent storage areas.

VERSION 6-10-2024

FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT ("First Lease Amendment") is made and entered into as of July 1, 2024, by and between Greater Concord Baptist Church, a Michigan ecclesiastical corporation, whose address is 4500 East Davison, Detroit, Michigan 48212 (the "Landlord") and Commonwealth Community Development Academy, a Michigan Public School Academy, whose address is 13477 Eureka, Michigan, 48212, (the "Tenant").

RECITALS:

This First Lease Amendment is based upon the following recitals:

A. Landlord and Tenant entered into a certain original Lease Agreement dated as of July 1, 2021 (the "Lease") covering certain premises which are more specifically described in Exhibits "A" through "C" attached to both the original Lease and this First Lease Amendment (collectively referred to as the "Premises").

B. Landlord and Tenant desire to extend the term of the Lease on the terms and conditions hereinafter set forth in this First Lease Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each party as set forth in the Lease and below, and other sufficient consideration received and acknowledged by each party, Landlord and Tenant do hereby mutually covenant and agree to amend the Lease as follows:

1. Description of the Premises. The Landlord, for and in consideration of the rents paid and the covenants and agreements to be kept and performed by Tenant pursuant to this First Lease Amendment, does hereby lease to Tenant for use as a charter school the Premises described as follows:

- a. Those portions of the Classroom Building located at 13477 Eureka as indicated by cross-hatching on Exhibit "A" attached hereto, to wit:
  - (1) All the gym & stage & locker rooms - boys & girls
  - (2) All of the first floor
  - (3) All of the Cafeteria
- b. Parking area, located at 4500 East Davison shall be available to both Landlord and Tenant on a shared basis. Tenant shall be assured the use of no less than 35 spaces for teacher parking and school related activities.
- c. Those portions of the office building located on the 2<sup>nd</sup> floor at 13504 Justine as designated in yellow on Exhibit "B" attached hereto for use by the Tenant as additional office space and not for the teaching of students;
- d. Landlord's rights in the general common areas of the Premises; and

- e. The building located at 10731-37 West McNichols, Detroit, MI, a diagram of which is attached hereto as Exhibit "C."

2. Use of Premises by the Tenant: The Tenant shall have exclusive use of the Premises between 6:00 a.m. and 6:00 p.m. on Monday through Friday and for scheduled evening events. However, after 6:00 p.m. on Monday through Friday the Landlord shall retain the right to use the Premises when not in use by the Tenant, excluding those areas of the Premises for the library, computer rooms or offices (which shall be exclusively used by Tenant at all times during security the lease term). If the Landlord uses any furniture, furnishings, equipment and/or other items of tangible personal property located within the Premises for a scheduled event during a permitted time under this Paragraph 2, Landlord shall, prior to the next scheduled use of the Premises by Tenant, restore all such items to their rightful place and condition.

3. Term. The Term of the Lease as provided in paragraph 3 is hereby extended for an additional three (3) years (hereinafter referred to as "First Extended Term"), commencing on July 1, 2024 and ending on June 30, 2027.

4. Rent. The Tenant shall pay to Landlord as rent for the Premises during the First Extended Term hereof, the following amounts:

(a) Between the months of July 1, 2024 through October 31, 2024, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$29,458.36, which the parties agree consists of a base rent of \$19,458.36 for the Premises plus estimated utility charges of \$10,000.00 for both the Premises under this lease and the four (4) existing Modular Classroom Units described in the separate written ground lease of this even date between the parties (but specifically excluding therefrom any utility charges accruing at 10731-37 West McNichols, Detroit, MI, which are separately metered and which the Tenant will pay directly to the utility company). [So as to avoid any misunderstanding under this entire paragraph 4 hereof, the parties acknowledge that the rental rates charged under Paragraph 4(a) through 4(g) of this First Lease Amendment expressly exclude, and do not overlap in any way, with any rents accruing under a separate written ground lease of this even date between the parties covering parcels of land upon which four (4) modular classroom units were previously constructed (see separate lease entitled "Agreement of Ground Lease")];

(b) In recognition of the significant increase in utility charges attributable to the use of the Premises and the four (4) existing Modular Classroom Units during the winter months and other factors, between November 1, 2024 through March 31, 2025, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$32,458.36, which the parties agree consists of a base rent of \$19,458.36 for the Premises plus estimated utility charges of \$13,000.00 for the Premises and the four (4) existing Modular Classroom Units (but specifically excluding the utility costs at 10731-37 West McNichols, Detroit, MI, which are separately metered and which the Tenant will pay directly to the utility company);

(c) Between the months of April 1, 2025 through October 31, 2025, and in recognition of lesser utility charges attributable to the use of the Premises and the four (4) existing Modular Classroom Units during these non-winter months, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$29,458.36, which the parties agree consists of

a base rent of \$19,458.36 for the Premises plus estimated utility charges of \$10,000.00 for the Premises and the four (4) existing Modular Classroom Units (but specifically excluding therefrom any utility charges accruing at 10731-37 West McNichols, Detroit, MI, which are separately metered and which the Tenant will pay directly to the utility company);

(d) In recognition of the significant increase in utility charges attributable to the use of the Premises and the four (4) existing Modular Classroom Units during the winter months and other factors, between November 1, 2025 through March 31, 2026, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$32,458.36, which the parties agree consists of a base rent of \$19,458.36 for the Premises plus estimated utility charges of \$13,000.00 for the Premises and the four (4) existing Modular Classroom Units (but specifically excluding the utility costs at 10731-37 West McNichols, Detroit, MI, which are separately metered and which the Tenant will pay directly to the utility company);

(e) Between the months of April 1, 2026 through October 31, 2026, and in recognition of lesser utility charges attributable to the use of the Premises and the four (4) existing Modular Classroom Units during these non-winter months, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$29,458.36, which the parties agree consists of a base rent of \$19,458.36 for the Premises plus estimated utility charges of \$10,000.00 for the Premises and the four (4) existing Modular Classroom Units (but specifically excluding therefrom any utility charges accruing at 10731-37 West McNichols, Detroit, MI, which are separately metered and which the Tenant will pay directly to the utility company);

(f) In recognition of the significant increase in utility charges attributable to the use of the Premises and the four (4) existing Modular Classroom Units during the winter months and other factors, between November 1, 2026 through March 31, 2027, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$32,458.36, which the parties agree consists of a base rent of \$19,458.36 for the Premises plus estimated utility charges of \$13,000.00 for the Premises and the four (4) existing Modular Classroom Units (but specifically excluding the utility costs at 10731-37 West McNichols, Detroit, MI, which are separately metered and which the Tenant will pay directly to the utility company);

(g) Between the months of April 1, 2027 through the end of the First Extended Term on June 30, 2027, and in recognition of lesser utility charges attributable to the use of the Premises and the four (4) existing Modular Classroom Units during these non-winter months, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$29,458.36, which the parties agree consists of a base rent of \$19,458.36 for the Premises plus estimated utility charges of \$10,000.00 for the Premises and the four (4) existing Modular Classroom Units (but specifically excluding therefrom any utility charges accruing at 10731-37 West McNichols, Detroit, MI, which are separately metered and which the Tenant will pay directly to the utility company).

Any rent or other sums, if any, payable by Tenant to Landlord under this First Lease Amendment which are not paid within seven (7) days after they are due will be subject to a late charge of five (5%) percent of the amount due. However, the late fee shall be waived if Tenant's lateness is as a result of the failure of the State of Michigan to make timely payment to the Tenant under the Charter Schools Program, provided that the rent payment(s) is paid within five (5) days of Tenant's

receipt of said payment from the State of Michigan. Tenant agrees to arrange for the rental payments to be paid to Landlord through means of electronic transfer from the Tenant's bank account to the Landlord's bank account no later than the 7<sup>th</sup> of each month.

5. Use. The Tenant shall be permitted to use the Premises as a chartered school and/or public-school academy operated by Tenant pursuant to the laws of the State of Michigan. The Tenant shall not knowingly use the Premises for any purpose that would violate any law. The Tenant shall not damage the Premises or permit any activity on the Premises beyond normal school activities that would result in an increase in insurance premiums or the cancellation of an insurance policy for the Premises. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other related activity carried on the Premises, then Tenant, at its expense, shall duly procure and thereafter maintain such license or permit.

6. Signs. All signs on the premises shall be in keeping with the character and decor of the Premises.

7. Operations. The Tenant shall maintain the Premises at a temperature sufficiently high to prevent water from freezing in the pipes or fixtures. If, however, the heating system fails to properly operate due to any cause beyond the reasonable control of the Tenant, the Tenant shall have no liability for damage caused by water freezing in the pipes or fixtures.

8. Maintenance and Repairs. The Tenant shall be responsible for the day-to-day operation of the Premises, including the heating, ventilation and air conditioning. The Landlord shall remain responsible to repair the roof and the four outer walls of the Premises only.

9. Outside Services.

a. Tenant may, at its expense, and subject to the provisions of Paragraph 19 (Alterations), may install one or more telephones outlets on or within the Premises.

b. Tenant shall, at its expense, provide for the removal and proper disposal of all trash and other waste generated by Tenant.

c. Tenant shall, at its expense provide for the removal of snow and ice from parking area and sidewalks, as well as the maintenance of the lawn and landscaping of the Premises.

d. Tenant shall, at its expense, provide janitorial services for the Premises.

10. Assignments and Subleases. The Tenant agrees not to assign or sublease any part of the Premises without written consent from the Landlord, which consent shall not be unreasonably withheld. The Landlord's right to assign this lease is unqualified. On any transfer of the Premises in which the transferee assumes all the Landlord's obligations under this lease, the Landlord shall be freed from all its obligations under this lease and from liability for any acts or omissions occurring after the conveyance. The Tenant agrees to attorn to any such transferee and to sign and deliver, at the Landlord's request any documents and letters to assist in that transfer.

11. Utilities. The Landlord shall have all utilities for the Premises and the four (4) existing Modular Classroom Units metered in the Landlord's name and shall pay all charges and deposits for utilities to the Premises and the four (4) existing Modular Classroom Units during the term of the lease. The Landlord shall not be liable for damages from the interruption of utilities because of any casualties or labor disputes, because of necessary repairs or improvements, or because of any other causes beyond the Landlord's reasonable control.

12. Liability Insurance. Unless due to the sole negligence of the Landlord, its employees or agents, the Tenant indemnifies the landlord for any liability for damages caused by a casualty on the Premises. The Tenant shall maintain and pay for public liability insurance from a company of which the Landlord approves, which initial coverage shall be at least \$1,000,000 single combined coverage for injury or death for one or more persons, and at least \$300,000 for damage to property. The Tenant shall furnish the Landlord with certificates or other evidence acceptable to the Landlord indicating that the insurance is in effect and providing that the Landlord shall be notified in writing at least thirty (30) days before the policy may be canceled, changed or renewed. All insurance policies shall name the Landlord as an additional insured party. All insurance policies maintained by either party pursuant to this provision shall contain a clause or an endorsement under which the insurer waives all rights of subrogation against the other party and its agents and employees for losses payable under the policy.

13. Casualty Insurance and Release.

- a. The Tenant, at Tenant's own expense, shall carry in full force and effect, at all times during the First Extended Term of this First Lease Amendment Lease (for the benefit of and payable to the Landlord except as otherwise provided herein) fire, windstorm, flood and extended coverage insurance covering and insuring the premises in an amount not less than eighty (80%) of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in this state. Any personal property of the Tenant on the Premises is at the Tenant's sole risk.
- b. The Landlord releases the Tenant from any claim for damages or destruction of the Premises caused by fire or other risk covered, or not covered, by said insurance, whether due to the Tenant's negligence or otherwise. Tenant may satisfy this casualty insurance requirement through a casualty insurance policy issued to the Tenant as the insured and naming both Landlord as an additional insured under said insurance policy. Landlord hereby releases the Tenant its agents and employees from any and all liability for any loss or damage to property caused by or resulting from risks insured or not insured against under fire or other extended coverage casualty insurance carried by the parties hereto and in force at the time of any such loss or damage, and, in addition, from any other damages for which the parties are insured or required to be insured hereunder.

14. Taxes. Landlord shall pay all real estate taxes and real estate assessments against the Premises which become due and payable during the Extended Term of this First Lease



Amendment. Tenant shall be responsible to pay before delinquency all municipal, county or state taxes, assessments or other charges levied, assessed or charged, if any, during the Term of the Lease against any leasehold improvements or personal property of any kind owned by Tenant in connection with Tenant's operation of a chartered school on the Premises.

15. Tenant Improvements. Tenant shall, at its sole expense, make, maintain, or update as the case may be, the following improvements to the Premises:

- a) Repair building for classroom use, install blackboards, paint complex and repair floors.
- b) Upgrade building to State regulations for fire code by installing fire doors and alarm system.
- c) Upgrade kitchen to Commercial code with the necessary equipment for the breakfast and lunch program.
- d) Upgrade building to State regulations, if required, for handicap access, installing ramps, doors and bathrooms.

All improvements, except movable furniture and trade fixtures, shall be made subject to the provisions of Paragraph 19 (Alterations) and shall become the property of the Landlord upon the termination of the lease.

16. Acceptance of the Premises. The Tenant's commencement of occupancy of the Premises under the terms of this First Lease Amendment shall constitute the Tenant's acknowledgment that the Premises are in the condition required under the Lease, or this First Amendment of Lease, at that applicable time.

17. Damage and Destruction. If, during the term of this First Lease Amendment, the Premises are partially or totally destroyed by a casualty covered by insurance and become partially or totally untenantable, the Landlord shall repair the Premises at its expense as soon as possible unless the lease is terminated. If the Premises are damaged and the lease is not terminated, rent shall be equitably adjusted for the period during which, and to the extent that, the Premises are untenantable.

If, during the term of this lease, the Premises are partially or totally destroyed by any casualty and the cost of restoring the premises to their prior condition is 30 percent or more of their fair replacement value immediately before the damage or if the Premises are damaged by some casualty against which the Landlord has not insured the Premises, the Landlord may terminate this lease by giving the Tenant written notice within 15 days after the date on which the damage occurred. If the Landlord does not give such notice, the lease shall continue and the landlord shall cause the Premises to be repaired as soon as possible.

18. Condemnation. If any public authority takes all or part of the Premises under the power of eminent domain, the term of this First Lease Amendment shall cease on the part of the Premises to be taken on the day the public authority acquires possession and the Tenant shall pay rent up to that date, provided, however, that Landlord shall not be entitled to any portion of the award made to the Tenant by the public authority for loss of business, fixture removal damages and for the unamortized cost of tenant's leasehold improvements made in and to the Premises. If

a partial taking substantially impairs the use of the Premises for which they were leased, the Tenant may either terminate the lease or continue in possession of the remaining premises under the provision of this lease, except that rent shall be reduced in proportion to the amount of the Premises taken. If the lease is not terminated, the Landlord shall restore the remaining premises to a reasonably tenantable condition. All damages awarded for the taking shall belong to the Landlord, except as otherwise provided for herein.

19. Alterations. Except as otherwise provided herein, the Tenant shall not alter the Premises without prior written consent from the Landlord, which consent shall not be unreasonably withheld or delayed. The Tenant shall not paint, decorate, or install any window coverings, signage, advertising, or other projections outside the Premises or on any doors or windows of the Premises without prior written consent from the Landlord. All alterations, except moveable equipment and trade fixtures that are put in at the Tenant's expense, shall be the property of the Landlord and shall remain on the Premises when the lease terminates; however, the Landlord may require the Tenant to remove any alterations and to repair any damage caused by the removal.

20. Defaults and Remedies. If the Tenant defaults on any payments to the Landlord and does not cure the default within 7 days after the Landlord sends Tenant a Demand for Possession, or if the Tenant defaults on any other obligations under the lease and does not cure the default within 30 days after a written Notice to Quit from the Landlord specifying the default, or if the Tenant is adjudicated a bankrupt or makes an assignment for the benefit of creditors, then the Landlord may sue for the sum due and/or may terminate the lease.

21. Access to Premises. The Landlord may enter the Premises at any reasonable hour so long as it does not interfere with the students' educational activities in the Premises. The Landlord may use any part of the Premises to install, maintain, use, repair, or replace any mechanical equipment serving the Premises.

22. Waiver. Any failure of the Landlord to insist on strict performance of any provisions of this lease shall not be deemed a waiver of the provisions of the lease in any subsequent default. This lease may not be changed, modified, or discharged except in writing.

23. Notices. All notices under this lease shall be in writing and shall be deemed to be given when they are either delivered personally or mailed by certified or registered mail to the receiving party at the address stated in this lease or at an address furnished to the other party in writing during the term of this lease.

24. Quiet Enjoyment. The Landlord covenants that as long as the Tenant pays the rent and complies with the other provisions of this lease, the Tenant may quietly enjoy the Premises for the full term of this First Lease Amendment.

25. Subordination to Mortgages. The Tenant subordinates all its interests in the leasehold to the liens of any mortgages now or later placed on any property of which the premises are a part. At the Landlord's request, the Tenant shall sign any documents necessary to indicate this subordination. Notwithstanding this subordination, the Tenant's possession of the Premises shall not be disturbed by any mortgagee or holder of a note secured by a mortgage now or later

placed on the premises unless the tenant defaults on a provision of the lease and the Tenant's possession is lawfully terminated in accordance with the provisions of the lease.

26. Changes by the Landlord. The Landlord may make any changes to the exterior of the buildings, parking lot, driveways, signs, landscaping or sidewalks.

27. Holding Over. If the Tenant remains in possession of the Premises after the lease expires or the lease is terminated, the Tenant shall be deemed to occupy the Premises on a month-to-month basis and be subject to all the terms of this lease as they may apply to a month-to-month tenancy. Either party may cancel such a tenancy on 30 days written notice to the other party.

28. Recording. The Tenant may not record this lease without written consent from the Landlord. However, on request of either party, the other shall join in signing a memorandum of this lease to be recorded. The memorandum shall describe the parties, the Premises, and the provisions of the lease and shall incorporate the lease by reference.

29. Captions and Headings. The captions and headings used in this lease are intended only for convenience and are not to be used in construing the lease.

30. Applicable Law. The Lease and this First Lease Amendment shall be construed under Michigan Law. If any provision of the Lease or this First Lease Amendment is unenforceable, the other provisions of the Lease or this First Lease Amendment shall remain valid and enforceable to the fullest extent permitted by law.

31. Successors. The provisions of this lease shall benefit and bind the landlord, the landlord's successors and assigns, the Tenant, and the Tenant's permitted assigns.

32. No Joint Venture. Neither the terms, provisions or conditions of the foregoing Lease shall be construed as creating or constituting the Landlord as a co-partner or joint venture with the Tenant, nor shall same be construed in any manner as making either party hereto liable for the debts, defaults, obligations or lawsuits of the other.

33. Amendments: No addition to or modification of any provision contained in the Lease or this First Lease Amendment shall be effective unless fully set forth in writing and signed by both the Landlord and the Tenant.

34. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

35. Miscellaneous Terms and Conditions Applicable to this Lease

(a) Method the Parties Adopted to Determine the Length of The Term. The Landlord and the Tenant both acknowledge that the length of the Extended Term of this First Lease Amendment as set forth in Paragraph 3 above was intended to be concurrent with the term of

Tenant's reauthorized charter contract with Eastern Michigan University as the authorizing body ("Charter Contract"). The term of the current Reauthorized Charter Contract between the Tenant and Eastern Michigan University commences on July 1, 2024 and expires on June 30, 2027, which coincides with the length of the Term of this First Lease Amendment. As explained in subparagraph 35(b) of the Lease and in subparagraph 35(b) below of this First Lease Amendment, the parties have expressly provided that the Lease or this First Lease Amendment and all obligations thereunder shall immediately terminate in the event the Charter Contract is revoked, suspended, terminated, or expires by its terms.

(b) Early Termination Provision. The Tenant shall have the option to terminate this First Lease Amendment at any time prior to the expiration of the extended lease term, without cost or penalty to the Academy, in the event that the Tenant is not allowed to continue to operate a public school academy from the Premises as a result of the revoking of the Tenant's Charter Contract with of Eastern Michigan University (as the authorizing body) (i) pursuant to a notice issued by the Department under Section 507 of the Revised School Code (the "Code"), MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and the Charter Contract Terms and Conditions. In the event of the occurrence of an early termination event the Landlord acknowledges that Landlord shall have no recourse against the Tenant or the University Board for implementing the site closure or reconstitution. However, nothing in this paragraph shall be construed to prevent the Landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Tenant from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

(c) No Security Deposit or Pre-Paid Rent Required. Tenant shall not be required to make either a security deposit payment and/or pre-paid rents to Landlord with the signing of this First Lease Amendment as additional security for the performance of Tenant's obligations under this lease. Thus, the Lease and this First Amendment of Lease do not include or explain the terms and disposition of pre-paid rent and security deposits, including such disposition upon termination of the Lease Agreement or the First Lease Amendment, as the case may be, because Tenant is not required to make these type of security payments under the terms of this Lease or the First Lease Amendment.

(d) No Escalator Charge as Additional Rent. As evidenced by the fixed rental rates for each lease year set forth in Paragraph 4 above, the First Lease Amendment specifically provides that the total gross amount of rent the Tenant is to pay each lease year during the five-year Extended Term remains the same figure for each lease year. This annual rental rate is not subject to any automatic escalation in rent based on a calculation of a market rent escalator formula or otherwise.

(e) Payment of Utilities. As previously provided in Paragraphs 4 and 11 above, the Landlord shall have all utilities for the Premises and the four (4) existing Modular Classroom Units metered in the Landlord's name and Landlord shall be responsible to pay all charges and deposits for utilities to the Premises and the four (4) existing Modular Classroom Units during the term of the lease. Notwithstanding the above, Tenant shall be responsible to pay the utility costs at 10731-37 West McNichols, Detroit, MI, which are separately metered and which the Tenant will pay directly to the utility company.



(f) Maintenance and Repairs of the School Building. Pursuant to Paragraph 8 above, the Tenant will be responsible for the day-to-day operation of the Premises, including the cost to maintain the heating, ventilation and air conditioning units. However, the Landlord shall remain responsible to repair, at Landlord's costs, the roof and the four outer walls of the Premises.

(g) Other Costs Associated with The Building. Tenant shall, at its expense, provide for the removal and proper disposal of all trash and other waste generated by Tenant on the Premises. Tenant shall, at its expense, provide for the removal of snow and ice from parking area and sidewalks, as well as the maintenance of the lawn on the Premises. Tenant shall, at its expense, provide janitorial services for the Premises.

(h) Environmental Matters. Landlord and the Tenant agree that the Tenant shall have no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Tenant occupying the site. Such liabilities and any remediation costs arising from the presence of any existing hazardous material on the site prior to the Tenant occupying the site shall be the responsibility of the Landlord.

(i) Preconditions Required Before Another School May Occupy Tenant's Building. The Landlord and the Tenant agree that no party other than the Tenant shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the Eastern Michigan University Charter Schools Office's Director ("CSO") 30-days prior to such occupancy. If another school will occupy the Tenant's building, site, or physical plant, the Tenant must provide to the CSO a written analysis regarding any potential implications of such occupancy, including potential security, school safety, and church-state issues.

(j) Non-Interference with Academy Board's Exercise of Its Responsibilities Governing the Operation of The Academy. No provision of the Lease or this First Lease Amendment shall be construed in any way to interfere with the Commonwealth Community Development Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the academy. Moreover, no provision of this Lease shall interfere or prohibit the Academy Board for Commonwealth Community Development Academy 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.

(k) Non-waiver of Governmental Immunity. This First Lease Amendment shall not restrict Commonwealth Community Development Academy's Board from waiving its governmental immunity or require the Board to assert, waive or not waive its governmental immunity.

(l) Access to Records. Landlord agrees to make available to the Tenant's independent auditor and the CSO for inspection and copying all Lease and physical plant records of the Landlord related to the Tenant's lease of the Premises and the use of the Premises by the Tenant for the purpose of operating a public school academy under its charter with Eastern Michigan University.

(m) CSO Prior Review of Amendments to Lease. The Landlord and Tenant agree that any proposed amendments to the Lease or this First Lease Amendment must first be reviewed by

the CSO before execution; however, for certain types of non-substantive amendments to the Lease, the CSO Director may decide to waive in writing the Leasing Policies providing for such prior review.

(n) Fixtures Purchased with Academy Funds. The Landlord and Tenant agree that trade fixtures installed in the Premises that were purchased by the Tenant with academy funds are owned by the Tenant.

(o) Landlord Is Prohibited from Purchasing Items on Behalf of Tenant: In order to avoid any appearance or argument that applicable competitive bidding laws may or were violated, Landlord acknowledges and agrees that Landlord shall be prohibited from ever procuring any equipment, materials and supplies on behalf of the Tenant or even at the request of the Tenant.

(p) Limited Indemnity as to Hazardous Material at The Physical Plant. Landlord will indemnify the Academy Board for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Landlord's use or prior use of hazardous material at the physical plant.

(q) No Grant of Option to Purchase the Premises. Landlord and Tenant agree that the Lease or this First Lease Amendment do not grant, nor shall it be construed to grant, to the Tenant either an option for the Tenant to purchase the physical plant or a right of first refusal to purchase the physical plant.

(r) Insurance Coverage and Limits. Paragraphs 12 and 13 above of this Lease sets forth the insurance coverage and amounts the parties are required to procure under this Lease. The Landlord's insurance is separate from and in addition to the insurance the Tenant is required to obtain under the Charter Contract to charter a public school academy issued by Eastern Michigan University to the Tenant.

(s) ~~If the Lessor and the ESP are related parties, the Lease Agreement shall not include a cross default provision that allows the Lessor to terminate the Academy's Lease Agreement upon termination of the ESP Agreement.~~ This subsection (s) has been intentionally crossed-out by the parties because it is not applicable to the Lease or the First Lease Amendment.

(t) ~~Any arbitration clause(s) contained with the Lease Agreement shall require a cause opinion (written explanation) as to the final decision. The cause opinion shall be made available to the College Board or CSO upon request.~~ This entire subsection (t) has been intentionally crossed-out by the parties because it is not applicable to the Lease or the First Lease Amendment.

(u) Recoupment of Investment if Lease is Terminated Without Cause. If the Tenant makes improvements to the facility, the Tenant shall be allowed to recoup those investments if the Lease is terminated by Landlord without cause prior to the conclusion of the First Extended Term for this First Lease Amendment.

IN WITNESS WHEREOF, the parties have caused these presents to be executed all as of the day and year above written.



[The Balance of This Page Is Intentional Left Blank; Signature Page to Follow.]

LANDLORD:

Greater Concord Missionary Baptist Church,  
a Michigan ecclesiastical corporation

By: Wallace Whitefield

Its: \_\_\_\_\_

TENANT:

Commonwealth Community Development Academy,  
a Michigan ecclesiastical corporation

By: Solomon Spurr III

Its: \_\_\_\_\_

COMMONWEALTH DEVELOPMENT ACADEMY  
FLOOR SKETCH

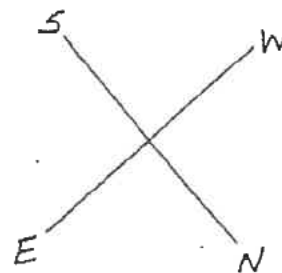
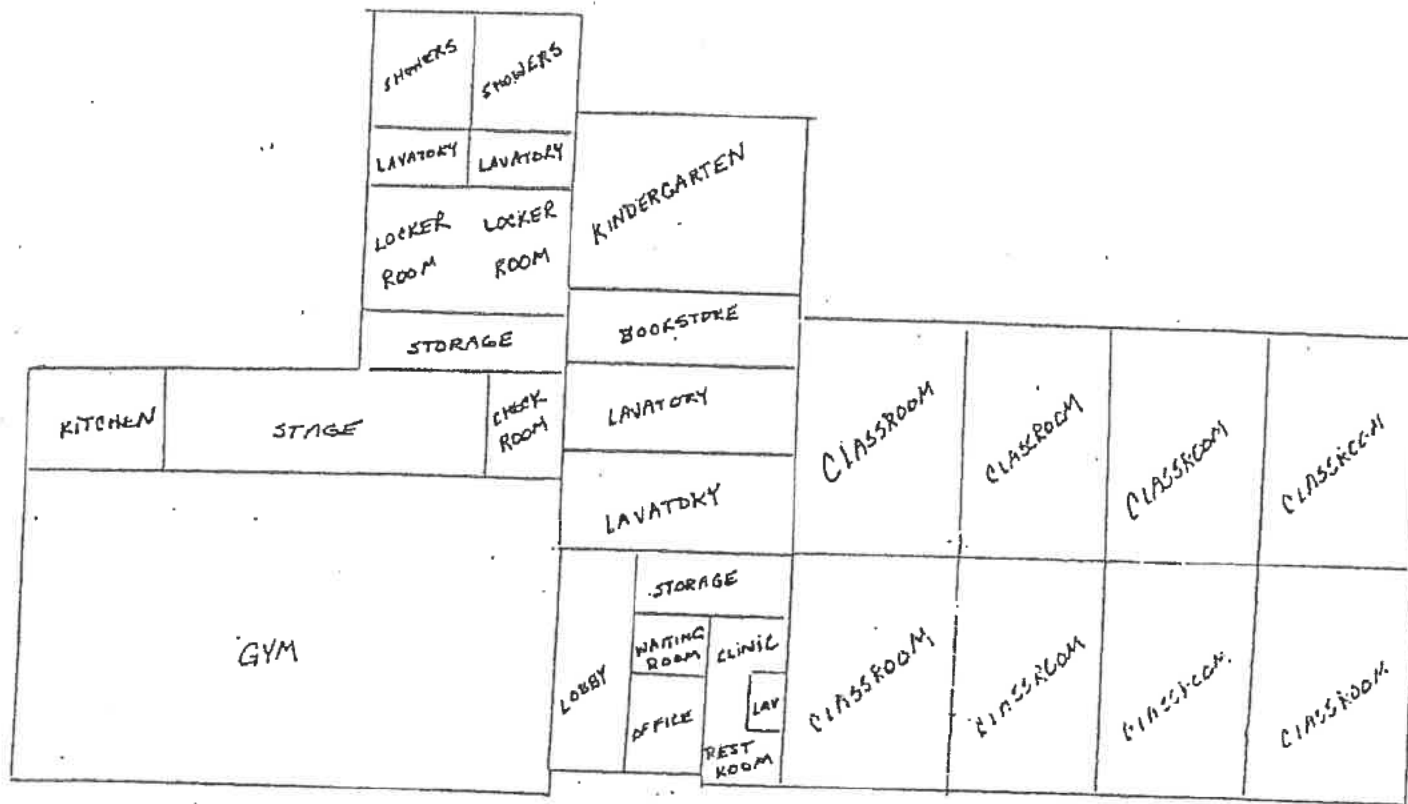


EXHIBIT "A"

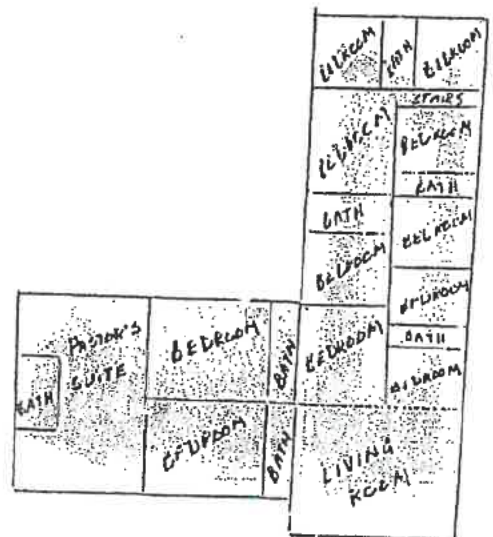
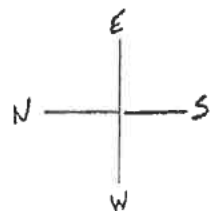


EXHIBIT "B"



W. MC NICHOLS (614 ASPH.)  
RD. 103' WD.

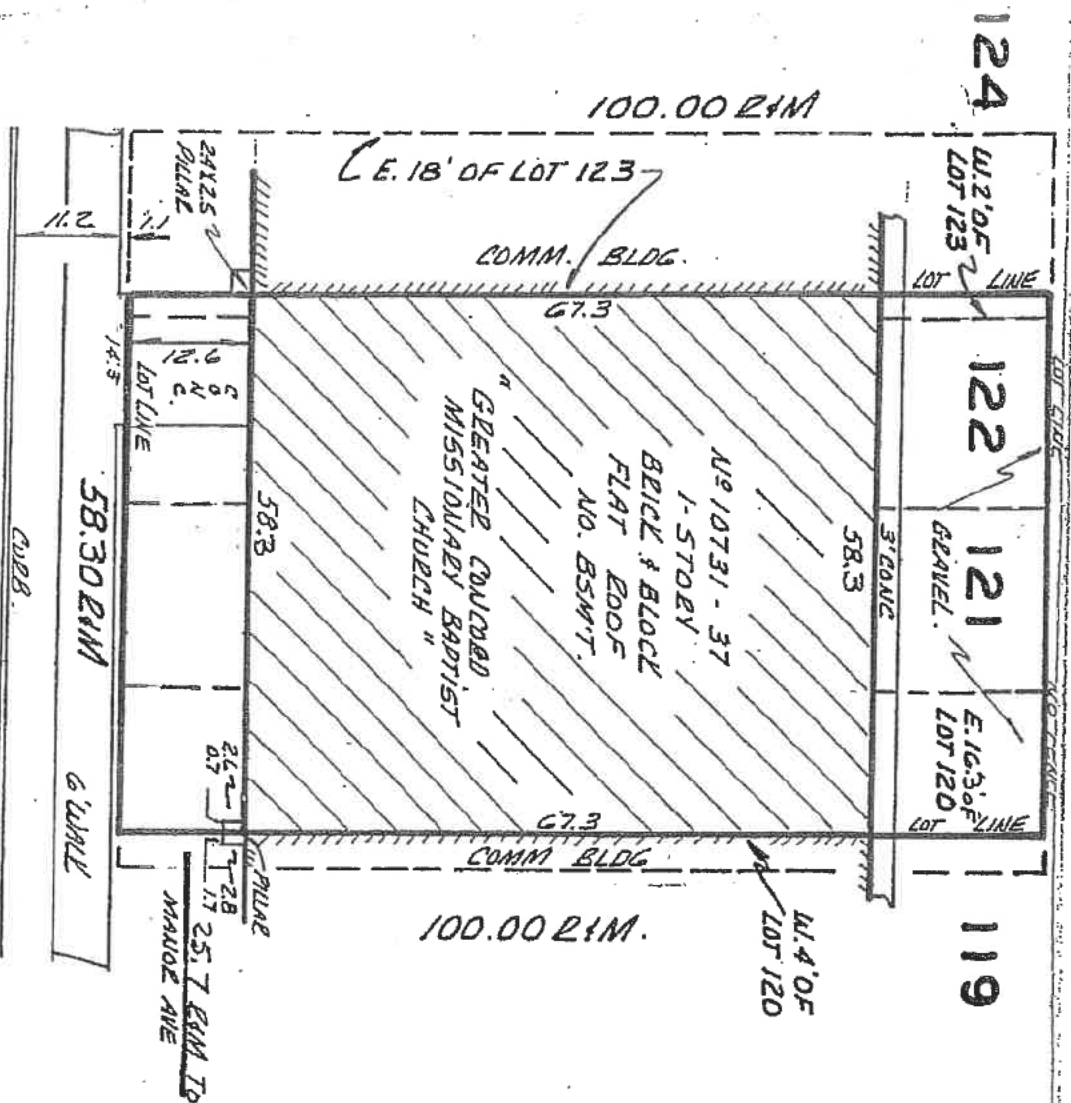


EXHIBIT "C"



FIRST GROUND LEASE AMENDMENT

THIS FIRST GROUND LEASE AMENDMENT ("First Ground Lease Amendment") is made and entered into as of July 1, 2024, by and between Greater Concord Baptist Church, a Michigan ecclesiastical corporation, whose address is 4500 East Davison, Detroit, Michigan 48212 (the "Landlord") and Commonwealth Community Development Academy, a Michigan Public School Academy, whose address is 13477 Eureka, Michigan, 48212, (the "Tenant").

RECITALS:

This First Ground Lease Amendment is based upon the following recitals:

A. Landlord and Tenant entered into a certain Agreement of Ground Lease dated as of July 1, 2021 (the "Ground Lease") covering certain vacant real property parcels situated immediately beneath four existing modular classrooms units, the location of each parcel was more specifically identified and highlighted in a diagram attached as Exhibit "A" to both the original Ground Lease and this First Ground Lease Amendment (collectively referred to as the "Ground Premises").

B. Landlord and Tenant desire to extend the term of the Ground Lease on the terms and conditions hereinafter set forth in this First Ground Lease Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each party as set forth in the Ground Lease and below, and other sufficient consideration received and acknowledged by each party, Landlord and Tenant do hereby mutually covenant and agree to amend the Lease as follows:

1. THE LEASING OF VACANT REAL PROPERTY SITUATED IMMEDIATELY BENEATH FOUR EXISTING MODULAR CLASSROOM UNITS: The Landlord, for and in consideration of the covenants and agreements to be kept and performed by Tenant, does hereby lease to Tenant certain portions of vacant real property located at 13444 Justine in Detroit, Michigan as highlighted in yellow and cross hatched on the attached Exhibit "A" together with any easements of record, and rights-of-way of record (hereinafter referred to as the "Ground Premises"). For purpose of background, the Tenant had previously constructed three (3) separate prefabricated modular classroom units on portions of Landlord's Ground Premises. The locations of these three (3) earlier modular classroom units are shown on Exhibit "A" (hereinafter collectively referred to as the "Initial Three Modular Classroom Units"). The Initial Three Modular Classroom Units are all owned by the Tenant. After the Initial Three Modular Classrooms were constructed on the Ground Premises, a fourth prefabricated one-story modular classroom unit with dimensions of 68 ft by 84 ft was built on another section of the Ground Premises in order to meet the growing educational needs of the public-school academy and to attract new students to enroll in the school. Specifically, this fourth one-story modular classroom unit is used by the Tenant as a chemistry laboratory and a dance studio classroom (hereinafter referred to as the



“Science and Dance Modular Classroom”). The location of the Science and Dance Modular Classroom is also highlighted on Exhibit “A” and is adjacent to the Initial Three Modular Classroom Units. The Science and Dance Modular Classroom is owned by the Landlord. The Initial Three Modular Classrooms and the Science and Dance Modular Classroom shall be permitted to continue to remain in their present locations attached to the Ground Premises during the extended term of this First Ground Lease Amendment Lease as provided for in paragraph 2. In furtherance of the covenants to be performed by the Tenant under this Lease, the Landlord will permit the Tenant for the term of this First Ground Lease Amendment to have the exclusive right to use and occupy for educational purposes relating to the Tenant’s charter school the Science and Dance Modular Classroom that is owned by the Landlord.

2. TERM: The term of this First Ground Lease Amendment Lease shall be three (3) years, commencing on July 1, 2024 and ending on June 30, 2027 (the “First Extended Term”).

3. RENT: The rent payable by Tenant to the Landlord during the First Extended Term of this Ground Lease shall be the aggregate sum of Sixty Thousand and 12/100 (\$60,000.12) Dollars for the thirty-six (36) month First Extended Term, payable in equal monthly installments in advance of One Thousand Six Hundred Sixty-Six and 67/100 (\$1,666.67) Dollars each, without demand; except that during any period between April 1 through August 31 of each particular lease year included within the three (3) year First Extended Term (hereinafter referred to a “Forbearance Period”) the Tenant shall be permitted, in its sole discretion, to postpone paying to the Landlord any one or more of the monthly rental payments of One Thousand Six Hundred Sixty-Six and 67/100 (\$1,666.67) Dollars that would otherwise have been due and payable by then but for the Tenant’s election to postpone paying said rental payment(s) during the annual Forbearance Period and then pay to Landlord no later than September 1 of each lease year (the “deadline date”) any and all remaining and unpaid monthly rental payment(s) for that year that Tenant elected to postpone paying based on this Forbearance Period provision. Tenant option to delay paying any rental payment that accrues during a Forbearance Period as provide for in this paragraph 3 was specifically requested by the Tenant, and agreed to by the Landlord, as a result of Tenant’s historical experience during this time period of the school year of experiencing cash flow problems in paying general operating expenses for the school that may be triggered by such factors as fluctuating student enrollment levels and/or delays in receiving payments from the State of Michigan. Tenant shall pay all rental and other sums, if any, payable by Tenant to Landlord when due pursuant to the terms hereof to Landlord at Landlord’s address hereinafter set forth.

4. GRANT OF SECURITY INTEREST: This First Ground Lease Amendment is hereby deemed to be as well a security agreement and creates a security interest in the Initial Three Modular Classroom Units described in paragraph 1 above in favor of Landlord. To secure the payment and performance of all financial obligations of Tenant under the terms and conditions of this First Ground Lease Amendment, Tenant hereby grants and pledges to Landlord all of Tenant’s right, title and interest in that the Initial Three Modular Classroom Units and all proceeds thereof (collectively the “Collateral”).

In the Event of Default as described in this First Ground Lease Amendment, Tenant agrees that Landlord shall have all rights and remedies contemplated hereunder and under the Uniform

Commercial Code ("UCC"), including the right to take possession of the Initial Three Modular Classroom Units held as Collateral that are both located on the Ground Premises, and for this purpose Landlord shall have the right to enter into the Collateral without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of the Collateral. Tenant authorizes Landlord to file financing statements covering the Collateral and the proceeds of the Collateral. This paragraph 4 shall survive the expiration or termination of the Lease.

5. USE AND OCCUPANCY: Tenant will use and occupy the Ground Premises along with the use of the Initial Three Modular Classroom Units and the Science and Dance Modular Classroom erected thereon for school related purposes as a charter school, and that the Tenant will not use the Ground Premises or the Initial Three Modular Classroom Units and the Science and Dance Modular Classroom for any purpose in violation of any law, municipal ordinance or regulation. Tenant shall, at its own expense, promptly comply with all laws, orders, regulations or ordinances of all municipal, county, state and federal authorities affecting the Ground Premises and the Initial Three Modular Classroom Units together with the Science and Dance Modular Classroom, including matters of cleanliness, safety, occupation and use of the same.

6. CARE AND REPAIR OF PREMISES: Tenant shall be obligated to keep and maintain the Ground Premises and the Initial Three Modular Classroom Units and the Science and Dance Modular Classroom thereon in good condition during the First Extended Term, which maintenance and repair shall be performed at Tenant's expense. Upon expiration of the First Extended Term, Tenant shall return the Ground Premises to Landlord in a condition existing prior to the Initial Three Modular Classroom Units being installed and attached to the Ground Premises (i.e.: remove pilings and utilities connections, and replant grass and shrubberies), reasonable and normal wear and tear excepted. In reference to the Science and Dance Modular Classroom, upon expiration of the Term the Tenant shall return the Science and Dance Modular Classroom to Landlord in the same condition as it was in on the commencement date for the original lease, reasonable and normal wear and tear excepted. Notwithstanding anything to the contrary contained herein, Tenant's furniture, trade fixtures, equipment, signs and any other personal property located in either the Initial Three Modular Classroom Units and/or the Science and Dance Modular Classroom, shall remain the sole property of Tenant, and shall be removable by Tenant at the time of termination of the Ground Lease but remain subject to the security interest granted to Landlord in paragraph 4 above.

7. ALTERATIONS, ADDITIONS OR IMPROVEMENTS: Except for the Initial Three Modular Classroom Units and the Science and Dance Modular Classroom previously constructed on and attached to the Ground Premises, Tenant will not, without first obtaining the written consent of Landlord, make any alterations, additions or improvements in, to or about the Ground Premises.

8. UTILITIES; EXPENSES; TAXES: Landlord covenants and agrees that from and after the commencement date of the First Extended Term hereof, Landlord shall pay all charges for utility services provided to the Initial Three Modular Classroom Units and the Science and Dance Modular Classroom located on the Ground Premises, including but not limited to charges

for sewer, water, electricity, telephone, gas, heat, garbage, or other service of any kind to the Ground Premises, including, but not by limitation, janitorial cleaning services for the Initial Three Modular Classroom Units and the Science and Dance Modular Classroom. Landlord shall pay all real estate taxes and real estate assessments against the Ground Premises which become due and payable during the term of the Lease. Tenant shall be responsible to pay before delinquency all municipal, county or state taxes, assessments or other charges levied, assessed or charged during the First Extended Term against any leasehold improvements or personal property of any kind owned by Tenant in connection with Tenant's operation of a chartered school on the Ground Premises.

9. CONDITION OF PREMISES: The Tenant has examined the Initial Three Modular Classroom Units attached to the Ground Premises and knows the condition thereof, and the Tenant hereby agrees to lease the Ground Premises on an "**AS IS BASIS**." In addition, the Tenant has examined the Science and Dance Modular Classroom and that part of the Ground Premises where it is attached to and knows the condition thereof, and the Tenant hereby agrees to lease the Science and Dance Modular Classroom together with Ground Premises beneath this structure on an "**AS IS BASIS**" too.

10. INDEMNIFICATION: To the greatest extent permitted by law, Tenant agrees to indemnify and hold the Landlord harmless from and against any and all claims or damages that may arise out of or result from Tenant's use and occupancy of the Initial Three Modular Classroom Units, the Science and Dance Modular Classroom and the Ground Premises they are attached to, including, but not limited to, any claim of third parties or any employees, invitees, or licensees of the Tenant; the Tenant shall not have a duty to indemnify Landlord for injury to person or damage to property caused by the sole negligence of the Landlord.

11. INSURANCE: Tenant shall at all times keep in full force and effect, at its sole expense, comprehensive public liability and property damage insurance with respect to the Initial Three Modular Classroom Units, the Science and Dance Modular Classroom and the Ground Premises they are attached to with contractual liability endorsement in which limits of liability shall not be less than One Million (\$1,000,000.00) Dollars single combined coverage for public liability and with property damage liability limits of not less than Five Hundred Thousand (\$500,000.00) Dollars.

Tenant, during the First Extended Term hereof, shall also procure and keep in full force and effect during the term hereof, insurance coverage against loss or damage by fire, windstorm, hail, and other risks as are from time to time included in all Risk Insurance Policy insuring the Initial Three Modular Classroom Units and the Science and Dance Modular Classroom located on the Ground Premises and other buildings erected upon the Premises in full insurable value thereof in an amount not less than eighty percent (80%) of the full replacement value thereof, naming Landlord as additional insured, as its interest may appear. In the event of loss or damage by fire or other casualty, Tenant shall repair such damage and restore the Initial Three Modular Classroom Units and the Science and Dance Modular Classroom located on the Ground Premises so damaged that the same is in good condition as prior to such damage or destruction. The insurance proceeds shall be received by Tenant from the insurance carrier and made available for proper completion of repairs or restoration. Tenant shall remain responsible for payment of taxes, assessments,

insurance, and all other sums due under this Lease during performance of the repair and restoration work hereunder.

Landlord shall be named as an additional insured under all such insurance policies and a current certificate evidencing such coverage and any renewals thereof shall be furnished to Landlord. In addition, such insurance policies shall contain a provision that the insurer will not cancel or change the insurance without giving Landlord thirty (30) days prior written notice.

12. ASSIGNMENT OF LEASE: Tenant shall not assign this First Ground Lease Amendment, in whole or in part, and will not sublet any portion of the Premises to any party without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

13. EMINENT DOMAIN: If the Ground Premises are taken in whole or in substantial part for public purposes under the power of eminent domain, or are voluntarily conveyed for a public purpose for which they might be so taken, then this Ground Lease and the rents hereunder shall cease as of the day that possession is required. Landlord shall be entitled to receive the total condemnation award for the taking of the Ground Premises, except Tenant shall be entitled to any award for removal and relocation expenses incurred in connection with the relocation of the Initial Three Modular Classroom Units located upon the Ground Premises, Tenant's loss of business, and fixtures paid by Tenant. Landlord and Tenant shall each seek their own award and pay their own expenses in connection therewith. If only a portion of the property is taken, Tenant shall have the option of continuing on the remaining portion through the lease term.

14. BREACH: INSOLVENCY: RE-ENTRY: If any rent payable by Tenant to Landlord shall be and remain unpaid for more than seven (7) days after written notice from Landlord to Tenant that the same is due and payable, or if Tenant shall violate or default in the performance of any of the other terms, provisions, covenants, agreements, rules or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such default, or if Tenant shall permit this First Ground Lease Amendment to be taken under any writ of execution, or shall abandon the Ground Premises, then, in addition to and not as a limitation on or in lieu of such other or additional remedies as may be available to Landlord by law, Landlord shall have the right to declare this Lease forfeited and the term ended, or to re-enter the Ground Premises and to remove all persons and chattels there from, or to exercise all such remedies or any other remedies permitted by law. In the event of such re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the Term of the Lease, and any rentals prepaid may be retained by Landlord and applied against the costs of such re-entry.

15. CONSTRUCTION LIENS: In the event construction lien(s) shall be filed against the Ground Premises or Tenant's interest as a result of work undertaken by Tenant including but not limited to work on either the Initial Three Modular Classroom Units or the Science and Dance Modular Classroom located on the Ground Premises, Tenant shall within thirty (30) days after receipt of notice discharge such lien(s) by payment of the indebtedness or by filing a bond (as provided by statute) as security therefore.



16. NOTICES: Any notice by either party to the other will be in writing and will be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope; if to Tenant, at the address set forth above; if to Landlord, at Landlord's address as set forth above; or, to either, at such other address as Tenant or Landlord, respectively, may designate in writing. Notice will be deemed to have been duly given, if delivered personally, on delivery, and if mailed, on the fifth day after the mailing of the notice.

17. RIGHT OF ENTRY: Landlord or its agents shall have the right to enter the Ground Premises at all reasonable times upon advance notice to examine it, to show it to prospective lenders, purchasers or lessees, or to make repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. During the six (6) months prior to the expiration of the First Extended Term, Landlord may place upon the Ground Premises the usual notice to lease or a for sale sign.

18. QUIET ENJOYMENT: Landlord covenants that if, and so long as Tenant pays the rent and complies with other provisions of this Ground Lease, Tenant may quietly have, hold and enjoy the Ground Premises and the exclusive use of the Science and Dance Modular Classroom located on the Ground Premises for the term here mentioned.

19. SECURITY DEPOSIT: Tenant will deposit with Landlord on the signing of this lease the sum of \$ 0 as security for the performance of Tenant's obligations under this lease. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant will on demand deposit with Landlord the amount so applied so that Landlord will have the full deposit on hand at all times during the term of this lease.

20. SUBORDINATION TO MORTGAGES. The Tenant subordinates all its leased interest in the Ground Premises to the liens of any mortgages now or later placed on any property of which the Ground Premises are a part. At the Landlord's request, the Tenant shall sign any documents necessary to indicate this subordination. Notwithstanding this subordination, the Tenant's possession of the Ground Premises shall not be disturbed by any mortgagee or holder of a note secured by a mortgage now or later placed on the premises unless the tenant defaults on a provision of the lease and the Tenant's possession is lawfully terminated in accordance with the provisions of the lease.

21. HOLDING OVER. If the Tenant remains in possession of the Ground Premises after the First Ground Lease Amendment expires or the lease is terminated, the Tenant shall be deemed to occupy the Ground Premises on a month-to-month basis and be subject to all the terms of this lease as they may apply to a month-to-month tenancy. Either party may cancel such a tenancy on 30 days written notice to the other party.

23. RECORDING. The Tenant may not record this lease without written consent from the Landlord. However, on request of either party, the other shall join in signing a memorandum of this lease to be recorded. The memorandum shall describe the parties, the Ground Premises, and the provisions of the lease and shall incorporate the lease by reference.

24. EARLY TERMINATION:

(a) If for any reason the contract to charter a public school academy entered into between Commonwealth Community Development Academy and the Board of Regents for Eastern Michigan University is revoked or terminated (hereinafter referred to as "Charter Termination") during the term of this First Ground Lease Amendment, then this ground lease shall also automatically terminate as of the date of the Charter Termination and the Tenant shall have no further obligation to pay rent after the date of the Charter Termination, except Tenant must pay at the time of the Charter Termination all rents that have accrued and remain unpaid as of the date of such Charter Termination

(b) In addition, Tenant reserves the right to terminate this First Ground Lease Amendment at any time by giving Landlord six (6) months advance written notice of its intention to terminate the Ground Lease early, but Tenant must pay by the time of the proposed date of termination contained in the written notice all rents that have accrued and remain unpaid, including, but not limited to, any unpaid rent provided for under paragraph 3 above.

25. CUMULATIVE RIGHTS: It is agreed that each and every rights, remedies and benefits provided by this Ground Lease shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

26. REAL ESTATE BROKERS: Each party hereto represents that it has had no dealings with any real estate broker, finder, or other person with respect to this Lease. Each party hereto shall indemnify and hold the other party harmless from all damages resulting from any claims which may be asserted against the other party by any broker, finder, or other person with whom the other party has or purportedly has dealt.

27. NO JOINT VENTURE: Neither the terms, provisions or conditions of the foregoing Ground Lease shall be construed as creating or constituting the Landlord as a co-partner or joint venture with the Tenant, nor shall same be construed in any manner as making either party hereto liable for the debts, defaults, obligations, or lawsuits of the other.

28. SIGNAGE: Tenant may erect a sign(s) (conforming to and maintained in accordance with applicable law) on the side of either the Initial Three Modular Classroom Units or the Science and Dance Modular Classroom First Modular Classrooms for the sole purpose of advertising its business, but the location and size of such a sign must first be approved in writing by the Landlord.

29. PARTIAL INVALIDITY: If any term, covenant or condition of this Ground Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Ground Lease, or the application of the term, covenant, or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term, covenant or condition of the original Ground Lease or this First Ground Lease Amendment shall be valid and be enforced to the fullest extent permitted by law.



30. WAIVER: One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver or a further breach of the same covenant or condition.

31. GOVERNING LAW: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Michigan.

32. DISPUTE RESOLUTION PROCEDURE: In the event of any dispute or claim arising out of or relating to this First Ground Lease Amendment or the breach thereof, the parties agree to make a good faith effort to resolve said matter. In the event that the parties have not resolved the dispute set forth above within a thirty (30) day period, the parties agree to the appointment of an arbitrator under the rules of the American Arbitration Association whose decision shall be final and binding and may be certified to any court of competent jurisdiction for the entry of a judgment. The prevailing party in the arbitration shall be awarded the costs of the arbitration thereby resulting in the losing party paying the arbitrator's fees. The form of the arbitrator's decision shall be a cause opinion (written explanation) containing the reasoning relied upon by the arbitrator in rendering the arbitration award. The cause opinion shall be made available to the CSO upon request.

33. AMENDMENTS: No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both the Landlord and the Tenant.

34. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

35. Miscellaneous Terms and Conditions Applicable to this Lease

(a) Method the Parties Adopted to Determine the Length of The Term. The Landlord and the Tenant both acknowledge that the length of the Term of this First Ground Lease Amendment as set forth in Paragraph 2 above was intended to be concurrent with the term of Tenant's reauthorized charter contract with Eastern Michigan University as the authorizing body ("Charter Contract"). The term of the Charter Contract between the Tenant and Eastern Michigan University commences on July 1, 2024 and expires on June 30, 2027, which coincides with the length of the Term of this First Ground Lease Amendment. As explained in subparagraph 35(b) below of this First Ground Lease Amendment, the parties have expressly provided that this First Ground Lease Amendment and all obligations thereunder shall immediately terminate in the event the Charter Contract is revoked, suspended, terminated, or expires by its terms.

(b) Early Termination Provision. The Tenant shall have the option to terminate this First Ground Lease Amendment at any time prior to the expiration of the lease term, without cost or penalty to the Tenant, in the event that the Tenant is not allowed to continue to operate a public school academy from the Premises as a result of the revoking of the Tenant's Charter Contract

with of Eastern Michigan University (as the authorizing body) (i) pursuant to a notice issued by the Department under Section 507 of the Revised School Code (the "Code"), MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and the Charter Contract Terms and Conditions. In the event of the occurrence of an early termination event the Landlord acknowledges that Landlord shall have no recourse against the Tenant or the University Board for implementing the site closure or reconstitution. However, nothing in this paragraph shall be construed to prevent the Landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Tenant from paying any costs or expenses owed under the lease prior to site closure or reconstitution. In addition, Tenant's right to terminate this Ground Lease prior to the end of the Ground Lease Term is provided for in Paragraph 24 above, which is incorporated herein by reference.

(c) No Security Deposit or Pre-Paid Rent Required. As provided heretofore in Paragraph 19 of this First Ground Lease Amendment, Tenant shall not be required to make either a security deposit payment and/or pre-paid rents to Landlord with the signing of the Ground Lease as additional security for the performance of Tenant's obligations under this lease agreement. Thus, the First Ground Lease Amendment does not include or explain the terms and disposition of pre-paid rent and security deposits, including such disposition upon termination of the First Ground Lease Amendment, because Tenant is not required to make these type of security payments under the terms of this Lease.

(d) No Escalator Charge as Additional Rent. As evidenced by the fixed rental rates for each lease year set forth in Paragraph 3 above, the First Ground Lease Amendment specifically provides that the total gross amount of rent the Tenant is to pay each lease year during the five-year Term remains the same figure for each lease year. This annual rental rate is not subject to any automatic escalation in rent based on a calculation of a market rent escalator formula or otherwise.

(e) Payment of Utilities. As previously provided in Paragraph 8 above, the Landlord shall have all utilities for the Ground Premises metered in the Landlord's name and Landlord shall be responsible to pay all charges and deposits for utilities to the Premises during the term of the lease.

(f) Maintenance and Repairs of the Modular Classrooms. The Tenant will be responsible for the day-to-day operation of the Modular Classrooms attached to the Ground Premises, including the cost to maintain or repair the heating, ventilation and air conditioning units.

(g) Other Costs Associated with The Building. Tenant shall, at its expense, provide for the removal and proper disposal of all trash and other waste generated by Tenant in the use of the Modular Classrooms attached to the Ground Premises. Tenant shall, at its expense, provide for the removal of snow and ice from the parking area and sidewalks, as well as the maintenance of the lawn on the Ground Premises. Tenant shall, at its expense, provide janitorial services for the Modular Classrooms attached to the Ground Premises.

(h) Environmental Matters. Landlord and the Tenant agree that the Tenant shall have no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous

material present on or under the Ground Premises prior to the Tenant occupying the site. Such liabilities and any remediation costs arising from the presence of any existing hazardous material on or under the Ground Premises prior to the Tenant occupying the site shall be the responsibility of the Landlord.

(i) Preconditions Required Before Another School May Occupy the Ground Premises or Use the Modular Classrooms erected on the Ground Premises. The Landlord and the Tenant agree that no party other than the Tenant shall have an ongoing right to occupy the real property identified as the Ground Premises or use the Modular Classrooms attached to the Ground Premises without providing written notice to the Eastern Michigan University Charter Schools Office's Director ("CSO") 30-days prior to such occupancy. If another school will occupy the Tenant's Modular Classrooms situated on the Ground Premises, the Tenant must provide to the CSO a written analysis regarding any potential implications of such occupancy, including potential security, school safety, and church-state issues.

(j) Non-Interference with Academy Board's Exercise of Its Responsibilities Governing the Operation of The Academy. No provision of this First Ground Lease Amendment shall be construed in any way to interfere with the Commonwealth Community Development Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the academy. Moreover, no provision of this Lease shall interfere or prohibit the Academy Board for Commonwealth Community Development Academy 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.

(k) Non-waiver of Governmental Immunity. This First Ground Lease Amendment shall not restrict Commonwealth Community Development Academy's Board from waiving its governmental immunity or require the Board to assert, waive or not waive its governmental immunity.

(l) Access to Records. Landlord agrees to make available to the Tenant's independent auditor and the CSO for inspection and copying all First Ground Lease Amendment records relating to the Modular Classrooms or the Ground Premises they are attached to together with any other records in Landlord's possession relating to the Modular Classrooms being used by the Tenant in connection with the operation of a public school academy in the Modular Classrooms attached to the Ground Premises.

(m) CSO Prior Review of Amendments to Lease. The Landlord and Tenant agree that any proposed amendments to the First Ground Lease Amendment must first be reviewed by the CSO before execution; however, for certain types of non-substantive amendments to the Ground Lease, the CSO Director may decide to waive in writing the Leasing Policies providing for such prior review.

(n) Fixtures Purchased with Academy Funds. The Landlord and Tenant agree that fixtures installed in Modular Classrooms attached to the Ground Premises that were purchased by the Tenant with academy funds are owned by the Tenant.

(o) Landlord Is Prohibited from Purchasing Items on Behalf of Tenant: In order to avoid any appearance or argument that applicable competitive bidding laws may or were violated, Landlord acknowledges and agrees that Landlord shall be prohibited from ever procuring any equipment, materials and supplies on behalf of the Tenant or even at the request of the Tenant.

(p) Limited Indemnity as to Hazardous Material On or Under the Ground Premises. Landlord will indemnify the Academy Board for damages or litigation caused by the condition of the Ground Premises, if those damages or litigation are caused by the Landlord's use or prior use of hazardous material on or under the Ground Premises.

(q) No Grant of Option to Purchase the Ground Premises. Landlord and Tenant agree that the Ground Lease does not grant, nor shall it be construed to grant, to the Tenant either an option for the Tenant to purchase the Ground Premises and/or the Science and Dance Modular Classroom or a right of first refusal to purchase the Ground Premises or the Science and Dance Modular Classroom.

(r) Insurance Coverage and Limits. Paragraph 11 above of this Ground Lease sets forth the insurance coverage and amounts the Tenant is required to procure under this Ground Lease. The Landlord's insurance is separate from and in addition to the insurance the Tenant is required to obtain under the Charter Contract to charter a public school academy issued by Eastern Michigan University to the Tenant.

(s) ~~If the Lessor and the ESP are related parties, the Lease Agreement shall not include a crossdefault provision that allows the Lessor to terminate the Academy's Lease Agreement upon termination of the ESP Agreement.~~ This entire subsection (s) has been intentionally crossed-out by the parties because it is not applicable to the original lease or this First Ground Lease Amendment.

(t) The arbitration clause for resolving disputes between the parties is contained in Paragraph 32 above, which is incorporated herein by reference. This arbitration clause requires the arbitrator to render a cause opinion and to make the decision available to the CSO upon request.

(u) Recoupment of Investment if Lease is Terminated Without Cause. If the Tenant makes improvements to the Ground Premises, the Tenant shall be allowed to recoup those investments if the Lease is terminated by Landlord without cause prior to the conclusion of the Ground Lease term.

IN WITNESS WHEREOF, the parties hereto have caused this First Ground Lease Amendment to be duly executed by their respective duly authorized representative effective as of the day and year first written above.

[The Balance of This Page Is Intentional Left Blank; Signature Page to Follow.]

LANDLORD:

GREATER CONCORD MISSIONARY BAPTIST CHURCH,  
a Michigan ecclesiastical corporation

By: William Whitfield

Its: \_\_\_\_\_

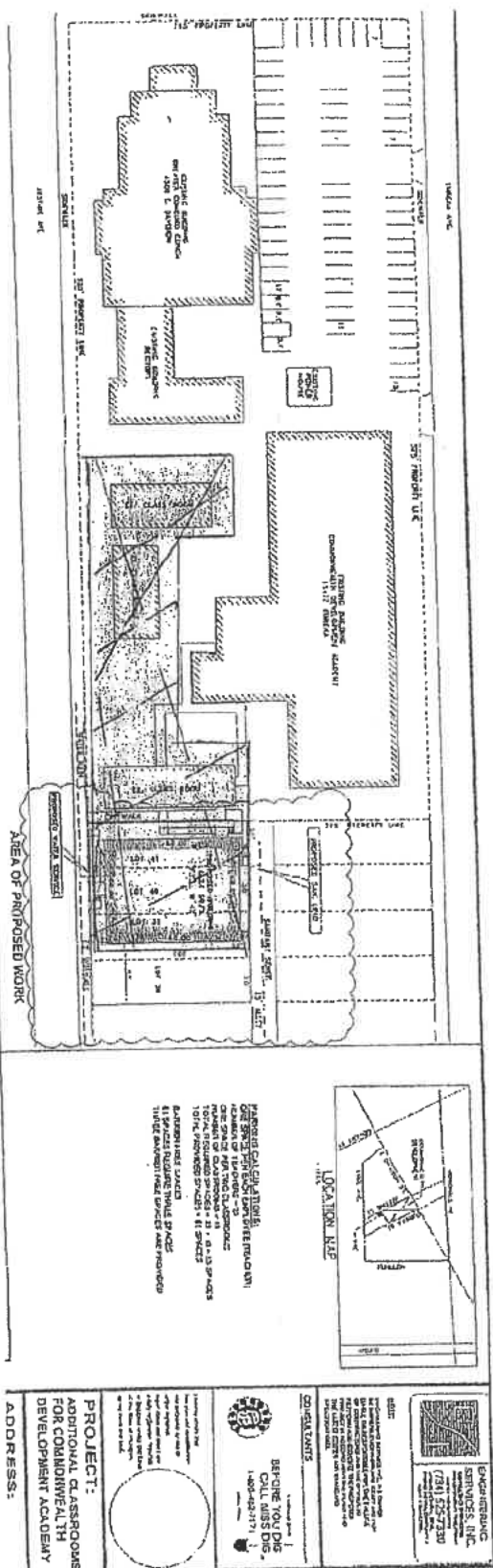
TENANT:

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY,  
a Michigan Public School Academy

By: Salma Spina III

Its: \_\_\_\_\_

GROUND LEASE PREMISES HIGHLIGHTED IN YELLOW







**CONTRACT SCHEDULE 7**

**Required Information for Public School Academy**

## **SCHEDULE 7**

### **REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY**

**Required Information for Public School Academy.** This Schedule contains information required by the Code. Every public school academy contract shall include the information contained in this Schedule 7.

- Section a.     **Governance Structure**
- Section b.     **Educational Goals**
- Section c.     **Educational Programs**
- Section d.     **Curriculum**
- Section e.     **Method of Pupil Assessment**
- Section f.     **Application and Enrollment of Students**
- Section g.     **School Calendar and School Day Schedule**
- Section h.     **Age and/or Grade Range of Pupils**

**SECTION a**  
**Governance Structure**

## **GOVERNANCE STRUCTURE**

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 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; and 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 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 Eastern 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: 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 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 Eastern Michigan University Charter Schools Office.

**SECTION b**  
**Educational Goals**



## **Educational Goals**

### **Grades K - 8**

In accordance with the applicable law and the charter contract Terms and Conditions, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress towards the achievement of the educational goals identified in this Section. Additionally, the Academy is expected to meet the State of Michigan's accreditation standards pursuant to state and federal law.

#### **Measure 1: Student Growth**

- Students are expected to show “1 year of academic growth for 1 year of instruction,” based on standardized, norm-referenced assessment tools (e.g., NWEA, MSTEP).
- The benchmark for the student growth measure is that at least half (50%) of the students enrolled from fall to spring will meet the student growth expectations.
- The specific metric(s) may vary, as determined by the needs of the Authorizer, but will likely include metrics such as:
  - 50% of students meeting normative projected growth targets
  - A median growth percentile of 50 or higher
  - A conditional growth index of 1.0 or higher
  - An average to above average growth rate (as currently reported in state accountability systems)
- Growth benchmarks that will allow students to “catch up” rather than just “keep up” may also be established.

#### **Measure 2: Student Achievement**

- It is expected that the academy is helping all students reach proficiency levels on standardized, norm-referenced assessment tools (e.g., NWEA, MSTEP).
- The Authorizer recognizes that most students enter the Academy performing below grade level. With that in mind, rigorous but attainable benchmarks will be set for this metric (and periodically adjusted).
- At this time, the Authorizer expects that at least 35% of students will attain a score that is considered proficient / at grade level.
- Achievement benchmarks that examine the proficiency of students enrolled for three or more years may also be set to ensure that the Academy is helping students catch up over the long-term.

**SECTION c**  
**Educational Programs**

# **Commonwealth Community Development Academy Learning Goals Project-Based Learning Engaging the Whole Child**

Commonwealth Community Development Academy recognizes and values parents and families as children's first teachers and decision-makers in education. We believe that student learning is more likely to occur when there is an effective partnership between the school and the student's parents/family. Such a partnership between the home and school along with greater involvement of parents in the education of their children, will generally result in higher academic achievement, improved student behavior, and reduced absenteeism.

The term "families" is used in order to include children's primary caregivers, who are not their biological parents, such as foster caregivers, grandparents, and other family members. Through this policy, the Board directs the establishment of a Parental Involvement Plan by which a school-partnership can be established and provided to the parent of each child in the School. The plan must encompass parent participation, through meetings and other forms of communication. The Parental Involvement Plan shall reflect the Board's commitment to the following:

## **A. Relationships with Families**

1. cultivating school environments that are welcoming, supportive, and student centered;
2. providing professional development for school staff that helps build partnerships between families and schools;
3. providing family activities that relate to various cultures, languages, practices, and customs, and bridge economic and cultural barriers;
4. providing coordination, technical support and other support to assist schools in planning and implementing family involvement activities.

## **B. Effective Communication**

1. providing information to families to support the proper health, safety, and well-being of their children;
2. providing information to families about school policies, procedures, programs, and activities;
3. promoting regular and open communication between school personnel and students' family members;
4. communicating with families in a format and language that is understandable, to the extent practicable;
5. providing information and involving families in monitoring student progress;
6. providing families with timely and meaningful information regarding Michigan's academic standards, State and local assessments, and pertinent legal provisions;
7. preparing families to be involved in meaningful discussions and meetings with school staff.

### **C. Volunteer Opportunities**

1. providing volunteer opportunities for families to support their children's school activities;
2. supporting other needs, such as transportation and child care, to enable families to participate in school-sponsored family involvement events.

### **D. Learning at Home**

1. offering training and resources to help families learn strategies and skills to support at-home learning and success in school;
2. working with families to establish learning goals and help their children accomplish these goals;
3. helping families to provide a school and home environment that encourages learning and extends learning at home.

### **E. Involving Families in Decision Making and Advocacy**

1. involving families as partners in the process of school review and continuous improvement planning;
2. involving families in the development of its School-wide parent involvement policy and plan, and distributing the policy and plan to families.

### **F. Collaborating with the Community**

1. building constructive partnerships and connecting families with community-based programs and other community resources;

2. coordinating and integrating family involvement programs and activities with School initiatives and community-based programs that encourage and support families' participation in their children's education, growth, and development.

Commonwealth Academy has an open door policy with parents to attend classes, participate in field trips, conference with teachers and collaborate in curriculum, programs and services regularly. Parents have passports to monitor their participation and evaluate the impact on their child based on their level of commitment to the expectations. The participation record is evaluated semi-annually along with the Parent-Student-Teacher Compact. Attendance at a minimum of 10/20 events during the school year (at least 1 per month; 4 parent-teacher conferences and 6 parent events) qualifies a parent as an active participant.

Currently, we are engaged with the following Corporations or Organizations to support academic learning through service learning projects, tours of various environments, and career path readiness. Resources provided through these partnerships include but is not limited to funding, equipment, supplies, facility tours and/or human interaction.

The experiences provided support our 2 big ideas: teaching with fidelity and measuring student achievement through data analysis by allowing students to assess themselves during their experiences. Clarification of knowledge and exploration through project based learning promotes desire and determination for students to achieve.

At Commonwealth Academy, we will continue to build family and community engagement to address the needs of the whole child in the following ways:

Community Partnerships – Character Building Workshops, Social-Emotional and Spiritual Wellness, Physical and Mental Health Wellness

Career Exploration  
STEM Activities  
Building/Increasing Word Fluency  
Mentoring Opportunities  
Community Service

Junior Achievement PBL: Students work with a team of volunteers (parents, instructors, engineers and other peers) to experience projects and activities such as financial literacy and STEM careers.

Detroit Medical Center (DMC) - Informative workshops for students regarding Drug Prevention, Bullying, Fire Safety, Medical Career Readiness, as well as health and wellness.

Mobile Dentist - Dental protection with examinations, teeth cleaning and follow-up care

New Mellineum Books - In-school book-fairs with merchandise provided by the company. Students build personal home libraries purchasing literature of interest to practice reading skills  
Wayne State University – Building Healthy Communities Health and wellness initiatives. Students receive training on how to eat healthily, read product labels to plan a healthy plate as well as utilizing the food guide pyramid

University of Michigan Pathways – Sixth grade students are introduced to career readiness activities to support college bound goals

FOCUS Detroit - Students complete community service to assemble weekend snack food bags for other less fortunate students. Students pack snack bags for the company to distribute to other schools.

Governor's Fitness Council: ACES (All Children Exercising Simultaneously) Physical fitness activities promoting healthy lifestyle and fitness training

Eastern Michigan University Charter School Office - Our school authorizer, annually sponsors Math Facts Challenge Tournament between schools authorized through the Charter Schools Office

MAPSA – Charter School Organization

Wayne County Health Department

American Red Cross

Commonwealth Academy also promotes health and wellness through project based learning. Every year, all students, K – 8, shall receive nutrition education that is aligned with the Michigan Health Education Content Standards and Benchmarks. Nutrition education that teaches the knowledge, skills, and values needed to adopt healthy eating behaviors shall be integrated into the curriculum. Nutrition education information shall be offered throughout the school campus including, but not limited to, school dining areas and classrooms. Staff members who provide nutrition education shall have the appropriate training.

### **Nutrition Standards**

Commonwealth Academy shall ensure that reimbursable school meals meet the program requirements and nutrition standards found in federal regulations. Commonwealth Academy

shall encourage students to make nutritious food choices. Commonwealth Academy shall consider nutrient density and portion size before permitting food and beverages to be served to students.

### **Physical Education and Physical Activity Opportunities**

Commonwealth Academy shall offer physical education opportunities that include the components of a quality physical education program. Physical education shall equip students with the knowledge, skills, and values necessary for lifelong physical activity. Physical education instruction shall be aligned with the Michigan Physical Education Content Standards and Benchmarks. Commonwealth is now a partner with the Building Healthy Communities, thus, daily fitness and wellness activities will be implemented into the regular school routines. Every year, all students, K – 8, shall have the opportunity to participate regularly in supervised physical activities, either organized or unstructured, intended to maintain physical fitness and to understand the short-and long-term benefits of a physically active and healthy lifestyle.

#### **Other School-Based-Activities Designed to Promote Student Wellness**

- ☐ Morning Warm Ups
- ☐ ACES – All Children Exercising Simultaneously
- ☐ Field Days

### **Implementation and Measurement**

Commonwealth Academy's superintendent shall implement this policy and measure how well it is being managed and enforced. The district superintendent shall develop and implement administrative rules consistent with this policy. Input from teachers including specialist in health and physical education, parents/guardians, students, representatives of the school food service program, school board members, school administrators, community stakeholders, and the public shall be considered before implementing such rules. A sustained effort is necessary to implement and enforce this policy. Commonwealth Academy superintendent shall report to the local school board, as requested, on the district's programs and efforts to meet the purpose and intent of this policy. Commonwealth Academy's superintendent shall continually evaluate vending policies and contracts.

Each year in August, the Leadership Team, Instructional Staff and Tutors analyze multiple sources of data to determine services and eligibility. With services being determined on a multi-criterion approach, each student is evaluated using the same criteria to determine which children have the greatest need for services. Although we have successfully maintained at State average of performing greater than 10% of public schools in the State of Michigan, we still have a number of students who meet the eligibility criteria. Additionally, Commonwealth qualifies for the Community Eligibility Option (CEO) due to the economically disadvantaged student population being 94% in the 2022-23 school year and 96% in the 2021-22 school year. Thus programs such as Summer Food Service are offered to support families in the community in addition to Commonwealth's students.

A minimum of two criteria must be used to determine student placement at all levels. a Students in kindergarten through grade two will be selected using the kinder-corner initial screening assessment, Success for All Developmental Screening, parent questionnaires, and Everyday



Mathematics Recognizing Student achievement teacher checklists. Additionally, students in grades 1 and 2 will be assessed using the Northwest Evaluation Association Web-based assessment. Criteria for selection of students in grades three through eight include current M-Step scores, NWEA MAP Electronic Assessments as well as the Scholastic Reading Inventory. Students who are priority to receive services are performing LOWER than the threshold of the NWEA MAP RIT score for their grade level in reading and mathematics (NOT to exceed 40% of the entire class.) After the students are rank ordered by need using the eligibility profiles, this information is transferred to the master list. The master list contains the eligible students' names, the criteria used, and the overall cutoff score. Students who will receive tutoring services will be highlighted in Red. A master list will be completed for each grade level served and faculty will have a copy kept confidentially to support students' progress. Using this color coding, the students with the greatest need could have been highlighted in red in at least two core academic areas such as Reading, Mathematics, English Language Arts, Science and Social Studies for the formal assessments as well as the teacher initiated assessments test. These students become hot-listed and red-alert listed and have first priority to receive additional services. Students who are recognized as hot-listed and will receive in school tutoring at least three times a week in that specified area. Students who are recognized as hot-listed will be tutored as an alternate (in the event red alert students are absent or unable to meet with assigned tutor.)

On-going cross-walks of data will be conducted to determine effectiveness of strategies based upon growth data. Lexile growth points will be viewed in increments of 50 points. N.W.E.A. Map Growth data will be reviewed measuring grade level targets, the gaps and benchmark weaknesses. Revisions will be made according to the discoveries identified from the data. Instructional mastery is expected to reach 65% as measured by the Instructional Observation Performance tool. Leadership performance is expected to reach 80% mastery as measured by the Administrator Evaluation tool. The school is expected to continue moving students out of the bottom 30% of low performing students statewide.

## **QUALITY OF THE PROJECT**

Providing a classroom where students can continuously use or apply inquiry based methods to scenarios will develop greater thinking strategies and productivity. Project Based Learning (PBL) promotes questioning, analyzing and creativity and is applicable to the four content areas, English Language Arts, Mathematics, Science and Social Studies. Students are able to demonstrate mastery of skills through real-world challenges and exploration. Learning to document such activities through a journal, record keeping, analysis and summary, students become inquisitive, critical thinkers.

For each content area there are "Big Idea" Goals which guide the driving questions.

### **ENGLISH LANGUAGE ARTS: CURIOSITY, KINDER, ROOTS, WINGS, EDGE**

1. Phonemic awareness
2. Blending
3. Stretch-and-read
4. Break-it-down
5. Say-it-fast
6. Use context clues

7. Clarify
8. Use supporting evidence and details
9. Summarization

#### “THINK LIKE A MATHEMATICIAN”

1. Make sense of it.
2. Translate into math.
3. Defend and review.
4. Build a math model.
5. Use your math toolkit.
6. Be precise.
7. Find the patterns and structure.
8. Look for repetition.

#### SCIENCE & ENGINEERING PRACTICES

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

#### SOCIAL STUDIES:

Respect for the underlying values of a democratic society is developed through effective social studies education.

1. Acquiring, organizing, and presenting social studies information
2. Conducting investigations on social studies questions
3. Analyzing public issues in our various communities
4. Engaging in constructive conversation around social studies topics
5. Composing cohesive essays expressing a position on public issues
6. Participating constructively as community members

Assessment of these outcomes must be evidenced through 21st Century Skills: Collaboration, Communication and Critical Thinking. A Portfolio and Presentation will include a statement of the problem or question; the project task with background information and research, the journal entries or data collection items from each project (process or activities); evaluation and conclusion; and a bibliography citing the resources used to gather information.

Each Project will be detailed by the instructional team on the following form:

[Title for Project-Based Learning Exercise]

[Project Name]

[Your Name]

[Project Completion Date]

#### INTRODUCTION

[Project Introduction]

Example:

Today there are more than 100 animal species on the Endangered Species List in the United States alone. Each year more are added. Due to rescue and re-population efforts, some animals are removed from the list. During our unit on animal habitat we will study some of these endangered animals and make suggestions for increasing their numbers.

#### TASK(S)

[Project Task(s)]

Example:

In order to prevent a species from being wiped out, my team and I have been given an area of wilderness land within the United States to build an animal sanctuary. The sanctuary must allow the animals some of the freedoms they would have in the wild, yet keep them within the 200-acre space. We must also consider the best plan for operating the sanctuary, identifying funding sources, and ensuring ongoing health of the animals.

#### ACTIVITY/PROCESS

[Activities and Processes]

Example:

Our animal

- ☐ Select an animal from the Endangered Species List
- ☐ Research the animal's natural habitat, dietary needs, and predators
- ☐ Research the reasons why the animal is included on the Endangered Species List
- ☐ Determine what might help the animal to prosper

Our sanctuary

- ☐ Determine what type of enclosure will be used to contain the animals within the sanctuary
- ☐ Determine how many animals the sanctuary will be able to support
- ☐ Decide what we will need within the sanctuary to keep the animals healthy
- ☐ Determine what funds are available to help us design and build our sanctuary

Our team

- ☐ Must work together collaboratively
- ☐ Must unanimously agree on the animal, the sanctuary design, and our final product
- ☐ Each team member must pull their own weight in the project
- ☐ Will evaluate one another at the end of the project

Our final product

- ☐ Scale drawing of our animal sanctuary
- ☐ Brochure or presentation to include information about our animal, the proposed sanctuary, and how the sanctuary will help get our animal off of the Endangered Species List.

#### RESOURCES

Animal books, encyclopedias, the zoo, Architectural

Digest magazine.

#### EVALUATION

Project Evaluation Example:

- ☐ Sue worked well with everyone on the team. She volunteered for work and followed through on everything. She was always willing to try.
- ☐ George was not really involved in the project. Although the team tried to engage him in activities, he never really participated and never took on tasks on his own.
- ☐ Mary was the biggest contributor to the design of the sanctuary. She was able to translate the team's ideas into real proposals.

#### CONCLUSION

#### Conclusion Example:

Although there still remain a number of animals on the Endangered Species List within the United States, it's important to know that people are working to help these animals to grow and prosper and to be removed from the list, if possible. Through this project, I was able to evaluate one animal from the list and discuss methods that may help it be removed from the list. I studied natural habitat, environmental health, predators, and appropriate design elements for my animal. In addition, I worked collaboratively with my group and designed a scale drawing of our sanctuary.

Instructors will also be required to assess students on a regular basis using varied methods such as, quizzes, exams, oral recitations, creating exhibitions, fine arts, models, etc. to measure academic growth and skill mastery. The expected benchmark will be a minimum of 80% of students averaging between 70 and 100% on classroom assessments. Appropriate curriculum content level checks will be administered to assess student growth and instructional depth. A minimum of three assessments will be required in each subject area on a weekly basis to accurately reflect student growth and determine student needs. Collections of student work will be maintained in portfolios as supporting documentation for assessment results.

A second key component of the Academy's assessment system is cumulative portfolios of student work. Every day, students engage in exercise, projects and activities aimed at helping them achieve explicit Academy standards, and their work products are direct indicators of how they are advancing. Schools maintain for every student an expanding portfolio of classroom work. As part of the professional development program, teachers also learn how to evaluate this important means of assessment.

In addition to the assessment measures devised, students are expected to take the standardized tests required of all public school students in the state of Michigan. External assessments shall include, at least, the Northwest Evaluation Association Measures of Academic Progress (NWEA MAP) and the M-STEPS test or an assessment instrument developed under Section 104a of the state-endorsed high school diploma. The same external assessments as used for all other students in the state of Michigan as required by the State Board of Education and the State Department of Education shall be used.

The Learning Contract (Goal Setting and Tracking Form) is the most important assessment tool. A Learning Contract is drafted for each student and updated at the end of each assessment. It is a formal expression of expectations and objectives agreed on by the school, the student and his/her family. A semester progress report for the student and family, written by the student's teachers, details how successfully the terms of each semester's contract are fulfilled. This process is diagnostic and developmental, not mechanical or judgmental. Its purpose is to help students reach the standards set for the Academy.

The Learning Contract and the semester reports are fine-grained assessments of how each student is doing and what needs to be done. In addition to the student's responsibilities, the contract spells out the school's obligations, as well as those family members agree to assume. Writing the progress reports and updating the contracts are essential to the success of the Learning Contracts.

## PROGRAM MANAGEMENT

Data dialogue sessions will be held bi-weekly between the leadership team and instructional team, and school staff, to review project progress and student progress. The cycle of effective instruction will guide these discussions and will be documented on forms that will include hot listed students and targeted learning strategies. The instructional team will determine recommended academic placement based on learning habits, rate of achievement and mastery levels in each component and content area. The instructional team will consist of regular school staff, tutors from both segments and volunteers who surpass initial requirements to work with children in an educational setting. Student portfolio documentation will document progress through the project progress. A two-day institute has been designed to orientate staff on project based learning and the process of designing projects to target the skills students require support in.

## PROGRAM EVALUATION

### EVALUATION OF PROJECT

Instructors will be required to assess students on a regular basis using varied methods such as, quizzes, exams, oral recitations, creating exhibitions, fine arts, models, etc. to measure academic growth and skill mastery. The expected benchmark will be a minimum of 80% of students averaging between 70 and 100% on classroom assessments. Appropriate curriculum content level checks will be administered to assess student growth and instructional depth. A minimum of three assessments will be required in each subject area on a weekly basis to accurately reflect student growth and determine student needs. Collections of student work will be maintained in portfolios as supporting documentation for assessment results.

Each quarter instructors complete this task in both Reading and Mathematics to determine the need of each student. Once a student's eligibility has changed due to improvement in core areas, students are moved up or down on the list to receive additional services. Programs will be evaluated through surveys conducted with all stakeholders as well as percentage of students demonstrating growth from each service provided. Once students have demonstrated significant growth they will be recognized and receive incentives to continue the progress. Students who consistently decline or make little or no improvement will be referred to the Solutions Team coordinator and receive additional support for risk factors. (Please review SFA solutions team manual for additional support).

In addition to the assessment measures devised, students are expected to take the standardized tests required of all public school students in the state of Michigan. External assessments shall include, at least, the Northwest Evaluation Association Measures of Academic Progress (NWEA MAP) and the M-STEPS test or an assessment instrument developed under Section 104a of the state-endorsed high school diploma. The same external assessments as used for all other students in the state of Michigan as

required by the State Board of Education and the State Department of Education shall be used.

On-going cross-walks of data will be conducted to determine effectiveness of strategies based upon growth data. Lexile growth points will be viewed in increments of 50. SCANTRON data will be reviewed measuring grade level targets, the gaps and benchmark weaknesses. Revisions will be made according to the discoveries from the data. Instructional mastery is expected to reach 65% as measured by the Instructional Observation Performance tool. Leadership performance is expected to reach 80% mastery as measured by the Administrator Evaluation tool. The school is expected to move out of the bottom 5% of persistently low performing schools. Our Year 1 goal is to reach 7%.

In Year 2, the expectation is for at least 70% of students who participated in Year 1 will reach grade-level performance indicators and sustain or continue to progress above grade level. Instructional growth is expected to progress toward mastery of 80% overall as measured with the Instructional Observation Performance tool. Leadership performance is expected to reach 90% mastery as measured by the Administrator Evaluation tool.

In Year 3, sustaining the levels reached during Year 2 is expected to continue and all processes remain intact or revised based upon new research and trending data. The school is expected to reach a satisfactory performance level measured by the indicators put in place through the Michigan Department of Education. We endeavor to reach the status of a reward school and be able to share our success story with others.

The cycle repeats after year 3 a new cohort of students.

## **PROJECT – BASED LEARNING PLAN**

### **LOCAL GOAL 1**

#### **Goal statement**

Students will accomplish reading goals through Project Based Learning activities.

#### **Objectives and anticipated outcomes**

60% of All Students will demonstrate a proficiency of 10% improved performance toward grade level mastery or above grade level performance within one school year in Reading by June 2020 as measured by achievement growth on the M STEPS exams. 50% of students will demonstrate a semesters growth on NWEA Measurement of Academic Progress.

#### **Measurement Strategies**

Students will be administered the Scholastic Reading Inventory every 8 weeks to measure lexile progress toward grade level mastery. Students will be re-grouped and placed according to the new placement scores. Parental support will be measured based on the number of read and respond forms signed, confirming 20 minutes of reading for homework. Classroom charts will confirm receipt of forms.

Activities, tasks and staff to achieve the objectives



Professional Development - Staff will participate in a series of professional development sessions for numerous components of the Success for All Research-based reform model to meet the expectations for curriculum fidelity and set the school culture with project based learning. The sessions will include High-quality Instruction in Curiosity Korner, Kinder Corner, Roots, Wings and Edge; Cooperative Learning, Leading for Success, and Leadership Conference. The strategies learned in these sessions will carry over into all content areas, especially strategies pertaining to expository text. Participating members will be the Leadership Team, Instructional staff and Tutors for the program.

## **LOCAL GOAL 2**

### **Goal statement**

Hands on and project based learning will improve students' academic performance in mathematics.

### **Objectives and anticipated outcomes**

All students at Commonwealth Academy will effectively improve by 10% in Mathematics measured on all standardized exams M STEPS and NWEA MAP by June 2020. Financial literacy will be demonstrated through successful completion of simulations for budgeting and spending.

### **Measurement Strategies**

Successful students will demonstrate mastery on daily Recognizing Student Achievement activities in UCSMP Everyday Mathematics with a 3 or 4 on a 4-point scale. Students will meet a minimum of 70% mastery on each math project covering the 6 content strands: number and numeration, operations and computation, data and chance, measurement and reference frames, geometry and patterns(Algebra).

### **Activities, tasks and staff to achieve the objectives**

Math Manipulative & Technology Integration - Teachers and Tutors will participate in Math workshop to learn effective planning strategies to incorporate uses of technology into mathematics. Lessons will be implemented using the E-Suite Deluxe subscription for Everyday Mathematics to demonstrate math concepts, and have students experience critical thinking skills while engaged in the math games.

Students will successfully complete activities for simulations in Junior Achievement Finance Park and Everfi.

## **LOCAL GOAL 3**

### **Goal statement**

Alignment of parent values with school expectations will improve student achievement.

### **Objectives and anticipated outcomes**

60% of All Parents will demonstrate a proficient knowledge of parenting skills and responsibilities such as signing read-and-respond forms, checking the homework folder, and attending parent curriculum workshops, which align with the schools parenting expectations.

### **Measurement Strategies**

Increased frequency, 4-5 times per week, in completing homework tasks and projects will improve academic achievement in reading and math by June 2020 as measured by achievement growth on the M STEPS exams. 50% of students will demonstrate a semester's growth on NWEA Measurement of Academic Progress.

Activities, tasks and staff to achieve the objectives

Annually, parents will attend 4 conferences, 9 parent night functions and participate in 2 fundraising events. Additionally, parents are expected to volunteer for field trips, classroom parents, lunch and hall monitors, transportation monitors during arrival, dismissal and bus rides. Staff members will support families with meeting the goals on the Parent-Student-Teacher compact; and will conduct workshops to demonstrate the proper parent supports to complete homework tasks and projects.

## **SUSTAINABILITY PLAN**

The viability of this program is essential to developing students to be globally, academically competitive. The school is committed to fundraising and grant writing to secure monies for ongoing services. A portion of funds required for the Program Director will come from fund raising efforts in order to attract a quality candidate who will be dedicated to being an effective leader. Those fundraising efforts are currently under way. Increased enrollment due to consistent academic achievement will also contribute to a base of general funds that can be allocated to early childhood, after school and summer programs for project based learning.

To continuously offer the highest level of instruction and activities, ongoing research and development of the learning standards and best practices will be required. Professional Development sessions will be held prior to the beginning of each year and one per quarter to analyze assessment data, regroup students, identify the next project targets and set new goals. Additionally, technical support will review updates to technology software and resources for smooth transitions and implementation.

Roundup sessions are conducted in the spring with daycare and head start centers to recruit new students for early childhood readiness. Parents are encouraged to come in and tour the facilities and interview the school regarding services, activities, expectations and more. Flyers are circulated in the community and banners are hung in view of major transit routes to advertise the program. A comprehensive booklet is produced describing services, programs and statistics on school culture, climate, achievement and activities.

School age students enrolled into Commonwealth Academy will be re-enrolled each year through completion of the maximum grade level offered and successful achievement of goals demonstrating college readiness. Further, students will be encouraged to enroll in high schools offering continued PBL activities such as International Baccalaureate (IB) standards, Career/Certificate programs or the Promise Path.

**SECTION d**  
**Curriculum**

## **SECTION D: CURRICULUM**

### **A. CURRICULUM AND CURRICULAR OBJECTIVES**

### **B. PRE-KINDERGARTEN EARLY LEARNING**

### **C. LANGUAGE ARTS**

Reading

Speaking, Listening – and Viewing

Writing

Spanish

### **D. HISTORY, GEOGRAPHY, CIVICS AND ECONOMIC ARTS**

Music

Visual Arts

Drama

Dance

### **E. MATHEMATICS AND SCIENCE**

### **F. CHARACTER AND ETHICS**

### **G. PHYSICAL FITNESS AND HEALTH**

### **H. PRACTICAL ARTS AND SKILLS**

### **I. INSTRUCTIONAL STRATEGIES**

### **J. MIDDLE GRADES CURRICULUM COMPONENTS**

#### **a. 6<sup>TH</sup> - 8<sup>TH</sup> Subject Areas:**

i. English/Language Arts Outcomes

ii. Science Outcomes

iii. Social Studies Outcomes

iv. Technology Outcomes

v. Art Outcomes

vi. Aesthetic & Cultural Awareness Outcomes

vii. Health Outcomes

viii. Physical Education

ix. Life and Personal Management Outcomes

x. Career & Employability Outcomes

### **K. 7<sup>TH</sup> GRADE CURRICULUM**

### **A. CURRICULUM AND CURRICULAR OBJECTIVES**

Up to 25% of the Academy's curriculum will reflect local curriculum choices and preferences, to be determined at a future date.

The Commonwealth Community Development Elementary Academy offers a challenging, innovative, and flexible curriculum that provides teachers and students with a program of distinction. This section describes the K-5 curriculum in detail, including curriculum objectives,

curriculum standards and instructional design within each subject area.

In order to account for the full range of knowledge and skills that students will acquire, the curriculum is described according to commonly accepted divisions, in practice, however, teachers will frequently integrate the subject areas. Commonwealth Community Development Elementary Academy never forces curriculum integration for its own sake, but frequent integrated experiences capitalize on students' strong need to make connections and help them better understand the important ideas encountered in the Early Learning (PK), Primary (K-2) and Elementary (3-5) Academies.

## **B. PRE-KINDERGARTEN EARLY LEARNING:**

### **HighScope Curriculum**

The HighScope Curriculum is uniquely designed to provide a rich academic foundation while promoting independence, decision making, cooperation, creativity, and problem solving in young children. The HighScope Curriculum includes learning objectives, effective adult interaction strategies, and assessment measures that help programs ensure a high-quality experience for *all* learners.

### **Working in Partnership**

Teachers using the HighScope Curriculum work in partnership with parents and other family members to promote children's learning. They provide information about the curriculum and early learning, invite family members to participate in classroom activities and parent workshops, discuss children's progress, and share ideas for extending classroom learning in the home. As a result, teachers report that parents have a better understanding of how their children are developing and learning.

## **WHAT WE TEACH**

The HighScope Preschool Curriculum is based on more than 50 years of research on early childhood development and has been validated by direct evaluation of the curriculum. Its framework for understanding and supporting children's learning from ages 3–5 years is based on 58 key developmental indicators (KDIs), which are aligned with national and state early learning standards, Common Core State Standards, and the Head Start Early Learning Outcomes Framework.

*In the HighScope Preschool Curriculum, learning is focused on the following eight content areas:*

- Approaches to Learning
- Social and Emotional Development
- Physical Development and Health
- Language, Literacy, and Communication
- Mathematics

- Creative Arts
- Science and Technology
- Social Studies

### **Preschool Curriculum Content**

Learning in these eight areas is guided by 58 key developmental indicators (KDIs). Each KDI identifies an important learning goal for young children. We recognize that the normal pace of children's development and learning varies widely across these eight categories and the KDIs reflect that continuum of widely held expectations. HighScope Curriculum is designed to help teachers appropriately scaffold learning for every child across all areas.

#### ***The High Scope Key Developmental Indicators:***

- Provide teachers with a child development “filter” for observing and choosing appropriate interactions and activities
- Help teachers interpret what young children say and do along a developmental continuum
- Enable teachers to maintain reasonable expectations for young children
- Reinforce children's play as the primary mechanism for learning
- Allow teachers to be more knowledgeable and intentional in their daily planning for individual children and the class.

### **HOW WE TEACH**

In a HighScope preschool program, teachers ignite children's interest in learning by creating an environment that encourages them to explore learning materials and interact with adults and peers. Teachers focus on supporting early learners as they make decisions, build academic skills, develop socially and emotionally, and become part of a classroom community.

Active learning is at the center of the HighScope Curriculum. It's the foundation of young children gaining knowledge through their natural play and interactions with the environment, events, and other people.

### **Adult-Child Interaction**

Teachers act as partners, working alongside children and communicating with them both verbally and nonverbally to encourage learning. Key strategies for adult-child interactions are sharing control with children, communicating as a partner with children, scaffolding children's play, using encouragement instead of praise, and taking a problem-solving approach to supporting children in resolving conflicts.

### **REST TIME POLICY**

- Children attending a GSRP program for five or more hours will participate in a one-hour rest time.
- Teachers will accommodate for the individual needs of children (ie. Offer quiet activities).
- Children will assist with putting cots out, getting their own blanket and transition item as well as turning off lights and turning on soft music. ALL COTS, BLANKETS and



SHEETS will be laundered weekly and provided by the school. Please DO NOT send blankets, pillows, toys or stuffed animals with your child.

- Adults can assist in transition by moving amongst the children having quiet conversation and providing soothing touch such backrubs.

## **OUTDOOR EXPOSURE/WEATHER**

*Children in a full-day program will receive a minimum of 60 minutes per day of physical outdoor activities. Outdoor time is held on a daily basis unless there is inclement weather or special circumstances. Children need to have weather appropriate clothing for participation in outdoor activities. Your child will get dirty, play clothes and tennis shoes are encouraged!*

In the event the temperature drops **BELOW 40 degrees Fahrenheit or ABOVE 89 Degrees Fahrenheit** an alternative plan will be in place for Outdoor activities.

## **Learning Environment**

To create a predictable and active learning environment, teachers arrange and equip the classroom with diverse, open-ended materials that reflect children's home, culture, and language. The room is organized and labeled to promote independence and encourage children to carry out their intentions.

## **Daily Routine**

A consistent framework for the day provides a balanced variety of experiences and learning opportunities. Children engage in both individual and social play, participate in small- and large-group activities, assist with cleanup, socialize during meals, develop self-care skills, and exercise their small and large muscles. The most important segment of the daily routine is the plan-do-review sequence, in which children make decisions about what they will do, carry out their ideas, and reflect upon their activities with adults and other children. These higher-level thinking skills are linked to the development of executive functions, which are needed to be successful in school and life.

## **Assessment**

Ongoing child assessment is also an underlying component of the HighScope Curriculum. Objective anecdotal observations of children collected throughout children's natural play allow teachers to assess child progress and plan meaningful learning experiences.

Students are encouraged to excel beyond their actual grade level requirements to become prepared to achieve on competitive and high stakes exams such as COR the GSRP assessment tools and Ages and Stages Assessment.

Individual student assessment reports will be distributed and explained during parent-teacher conference sessions. Reports not picked up during these sessions will be mailed. Appointments can be scheduled to receive assistance with reviewing and analyzing all documents.

The Academy's curriculum shall be based on the standards as set forth by the Commonwealth Community Development Elementary Academy. Specifically, the curriculum will provide for instruction in the following subject areas:

### **C. K-5 READING AND LANGUAGE ARTS**

The Commonwealth Community development Elementary Academy's reading and language arts curriculum aims to foster high levels of literacy in the areas of reading, writing, speaking, listening, and viewing. The first step is ensuring, that all students have strong reading and writing skills by the end of the second grade.

With the goal in mind, the Commonwealth Community Development Elementary Academy program in the Primary Academy stresses multiple teaching strategies, with emphasis on such proven methods as cooperative learning and one-to-one tutoring. Phonics, word-attack, comprehension, and study skills are explicitly taught through a literature-based approach that features classic contemporary stories, fables, fairy tales, and folk tales, in addition to expository texts. The writing program involves the use of daily journals and writing, portfolios. The early goal is to promote enthusiasm for writing. As students become more adept at writing both fiction and nonfiction, they focus on spelling, grammar, and punctuation as well as content.

In the Elementary Academy, students solidify their grasp of the essential tools of English. They gain strong skills in reading, writing, and speaking in all disciplines and deepen their understanding of more sophisticated literature and nonfiction works. They read poems, plays, speeches, and biographies, as well as novels and short stories. They memorize passages from great works for intellectual discipline and for a grounding in cultural literacy. Students also focus more attention on the rules and structure of proper English, vocabulary growth, oral fluency, and public speaking. By the end of this academy, they complete their first multimedia project.

### **Curriculum Objectives**

#### **Primary Academy (K-2)**

##### ***Reading***

- Foster a love of reading
- Motivate students to read for pleasure and for information
- Fill with print and electronic books

- Emphasize skills in the context of reading
- Teach the strategies that good readers use
- Feature great works of classic and contemporary literature
- Value reference materials and periodicals
- Use technology to reach reading
- Promote vocabulary development

### ***Speaking, Listening and Viewing***

- Promote extemporaneous speaking
- Teach students to give and receive feedback
- Encourage respect and appreciation for storytelling and the oral tradition
- Develop informed, intelligent viewers
- Help students analyze information from a variety of sources

### ***Writing***

- Encourage real writing for real purposes
- Promote correct spelling and usage
- Develop basic editorial skills
- Teach students to give and receive feedback
- Communicate the power of the written word

### **Elementary Academy (3-5)**

#### ***English and Language Arts***

- Open doors and minds to further learning
- Stress speaking, listening, and viewing
- Build on basic skills
- Bring the world to the classroom with new technologies
- Foster a love of reading

### **Standards**

#### **Primary Academy (K-2)**

#### ***Reading***

- Read a variety of self-selected and assigned books and expository texts from the primary reading list with fluency, independent, and accuracy
- Identify the value and purposes of reading, for their own lives
- Relate and apply content to their own lives

- Comprehend literary works or expository texts
- Identify and react to key ideas, issues, and concepts, heard or read, by talking, writing, dramatizing, or creating art in response to the text
- Make and validate predictions, determine purposes for reading, self-question while reading, and draw conclusions based on text
- Increase vocabulary understanding and usage by maintaining an ever-expanding collection of meaningful words
- Select materials that are appropriate for ability, interests, and conceptual level
- Read aloud with expression from appropriate materials. Read silently with comprehension from appropriate materials for increasing periods of time
- Develop a variety of strategies to figure out unfamiliar words and ideas in print, such as phonetic and structural analysis or visual and semantic cueing
- Recognize and compare unique elements and devices of literary works – plot, characters, setting, problems and solution; rhyme, rhythm, and predictability; alliteration, figurative language, and humor
- Recognize and read a variety of genres, including fiction (stories, poems, plays) and expository text (newspapers, magazines, and reference materials)
- Select appropriate reference sources to find information, answers, and word meanings
- Choose to read on their own and share their reading, enjoyment with others

### ***Speaking, Listening, and Viewing***

- Give and receive directions and communicate simple messages
- Memorize and recite with expression a poem or speech of at least ten lines
- Speak extemporaneously on a familiar subject for at least two minutes with coherence and liveliness
- Listen to a book being read that is on the reading list for the next academy and demonstrate understanding of it by retelling the significant elements
- Summarize a news report, movie, or television program orally and in writing
- Explain the difference between factual and fictional video programming
- Distinguish between programming commercials

### ***Writing***

- Write journal entries, stories, letters, and poems with clarity and correct mechanics
- Write a detailed description of a familiar person, place or object
- Writing a simple report of at least two pages on a subject of special interest
- Revise a piece of writing by improving sequence, providing more descriptive detail, or adding more variety of sentence types
- Offer editorial suggestions to classmates
- Spell frequently used words correctly
- Use capitals, appropriate punctuation at the end of a sentence, commas in a series of words, and correct verb tenses and plurals

## Elementary Academy (3-5)

### Reading

- Read a variety of self-selected and assigned materials from the elementary reading list with fluency independence, and accuracy
- Select, read, and identify elements from a wide variety of genres (classics in literature, contemporary fiction, nonfiction, poetry, drama, biography)
- Expand their repertoire of reading strategies to include alternative means of decoding, constructing meaning, and adapting, to types of material encountered (fiction, expository text, functional print)
- Demonstrate critical reading skills by identifying elements of author style, point of view, propaganda, fact versus fiction, problem –solution, and cause and effect
- Use prior knowledge to comprehend a variety of reading materials
- Analyze elements of magazines, newspapers, schedules, brochures, and other types of expository and functional print
- Conduct research by identifying, selecting, summarizing and synthesizing information from a variety of appropriate primary and secondary resource materials, and accessing and using information from electronic sources
- Explore the dynamics of language by investigating the origin of words, word meanings and usage, and the ever-changing nature of our lexicon. Expand vocabulary by using, context cues, dictionaries, thesauruses, and electronic word banks
- Maintain an annotated personal log or record of material read

### ***Listening and Viewing***

- Engage in a wide variety of listening experiences such as the reading aloud of literature, reports, audio and video broadcasts, demonstrations, and panel presentations
- Engage in a wide variety of viewing experiences such as news programming, video productions of books read, and films related to areas of study
- Understand the various roles and responses as a member of a listening and viewing audience (to react, respond, praise, and question)
- Demonstrate listening and viewing comprehension by paraphrasing, questioning, commenting on, and reacting to material heard
- Demonstrate the ability to focus and attend, to ignore distracting stimuli, and to fit the message into existing cognitive structures
- Establish pre-listening and viewing purpose and questions
- Take notes during presentations to reinforce comprehension
- Discuss the application of listening strategies before, during, and after the experience
- Listen and view critically for errors and false claims
- Produce a videotape and identify the steps involved, from preparing a script to editing the final tape

### ***Speaking***

- Engage in a variety of oral language activities ranging from informal conversations and discussions to oral presentation, including speeches, panel presentations, inter-views and reader's theater
- Organize thought and language in order to present material with clarity and cohesion
- Develop effective presentation skills, such as stance, use of voice, use of visual aids, style, and body language
- Memorize and recite passages from poems and at least one substantial poetry selection
- Retell familiar stories with coherence and liveliness
- Tell original stories
- Present dramatic renditions
- Engage in role-playing

### ***Writing***

- Write in a variety of forms, including autobiographical, informational, and cause and effect, for many purposes
- Adjust writing to the intended audience
- Write a five-page report on a curriculum-related topic, demonstrating the ability to access information, take notes, prepare an outline, and organize materials
- Develop the ability to create excitement in writing a research report, a letter, or a story
- Identify parts of speech
- Demonstrate ability to use rules, conventions, and correct spelling
- Revise a piece of writing to improve coherence, clarity, and correctness, using feedback from others and self-review

### **Core Teaching Materials**

*Success for All*, a research-based program developed at Johns Hopkins University, is Commonwealth Community Development Elementary Academy's core program for teaching reading in the Primary Academy. This program and selected for the following reasons:

- It is consistent with Commonwealth Community Development Elementary Academy's standards and objectives for reading, and language arts.
- It relies on prevention and immediate intensive intervention to ensure that all students develop reading skills.
- It is research-based and proven effective in developing reading, skills.
- It supports one-to-one tutoring, an essential element of Commonwealth Community Development Elementary Academy's school design in the Primary Academy.
- It develops literature appreciation as well as early reading, skills (using HBJ's & ***Macmillan/McGraw-Hill Treasury of Literature***, described below)
- It emphasizes repeated oral reading to ensure success.
- It emphasizes writing, as a means of improving reading and thinking, even at the earliest grades.



- In grades 1 and 2, it uses a cooperative learning method to build vocabulary, decoding skills, summarization, predicting, and story-related writing
- It supports grouping and regrouping of children to focus teaching efforts and maximize skill progress.
- Treasury of Literature (K-2) , from Harcourt Brace Jovanovich as well as **MacMillan/McGraw-Hill (3<sup>rd</sup>- 5<sup>th</sup>)** is the core program for teaching reading in the Elementary Academy and supports Success For All in the Primary Academy. We selected this program because:
  - It contains authentic literature that sets the foundation for a lifelong love of reading.
  - It is based on unit themes that align well with the rest of the Commonwealth Community Development Elementary Academy curriculum.
  - It integrates listening, speaking, reading, writing, spelling, and thinking.
  - It supports a wide range of instructional activities that provide for different learning styles and language proficiencies.
  - It supports the infusion of multicultural literature and activities throughout the curriculum.
  - It provides assessment that is an ongoing, natural part of the reading and language process.

### **Program Components**

*Success for All* for the Primary Academy consists of the following components:

*STAR (Story Telling and Retelling)*: Involves students in listening to, retelling, and dramatizing children's literature.

*Peabody Language Development Kit*: Provides additional models for language use and expression, as well as development of specific vocabulary skills. It contains lessons on such concepts as shapes, colors, classification, neighborhoods, foods, and clothing, and such language concepts as over/under and before/after.

*Beginning Reading*: A series of phonetically regular but meaningful and interesting mini books, that emphasizes repeated oral reading to partners as well as to the teacher.

*Cooperative Integrated Reading and Composition (CIRC)*: Uses cooperative learning activities built around story structure, prediction, summarization, vocabulary building, decoding practice, and story-related writing. Story-related writing is also shared within teams.

*Theme-based Literature Anthologies*: HBJ's Treasury of Literature and correlated trade books provide the print foundation for direct instruction and skill development.

*Tutors*: Work one-on-one with children who are having the most difficulty learning to read. Tutors focus on the same skills and use the same materials as those used in the regular reading

program.

*Language Arts:* Zaner-Bloser Spelling Connections Materials is a word Study approach that supports the SFA curriculum using digital tools as well as written components to improve student's Language Arts Skill with a focus on word study, by making connections to vocabulary, reading, writing and handwriting by applying these skills to specific content areas.

*Step Up to Writing:* A program developed to assist students in organizing their thoughts to become fluent writers.

*HBJ's Treasury of Literature & Macmillan/McGraw-Hill for the Elementary Academy* consists of the following components:

*Student Anthologies:* A collection of trade books under one cover, featuring authentic children's literature and illustrations.

*Big Books:* Feature large, easy-to-see pages.

*Big Books Literature Cassette Collections:* Recordings of Big Book stories.

*Literature Cassettes:* Recorded literature selections from the student anthologies.

*Treasures to Share:* An BBJ library of children's trade books related to unit themes and authors.

*Teacher's Editions:* Integrated lesson plans that provide teaching strategies, activities, and practical suggestions for all types of learners and needs.

*Additional Teacher Materials:* Picture cards that build visual literacy; vocabulary and letter cards; activities for reinforcing, reviewing, and re-teaching phonics objectives; wall charts and transparencies; and innovative videotapes of professional workshops.

*Student Support Materials:* Writer's journal for literature responses; practice book that strengthens and enhances skills; integrated spelling book including, activities and assessments; and project cards for independent and integrated project activities.

*Family Materials:* Take-home books made by students for reading at home, and family involvement activities for extending each unit theme.

## **Sample Themes**

Here are just some of the themes students will explore through the reading and language arts curriculum:

- Friendships
- Celebrations
- Animal Tales
- Discoveries
- Challenges
- Flights

## **D. K-5 HISTORY-SOCIAL SCIENCE**

The goal of the history and social sciences curriculum in Commonwealth Community Development Elementary Academy Primary and Elementary Academies is to awaken in the minds and imaginations of children an understanding of and appreciation for the subject of history and its related disciplines. To accomplish this goal, the Commonwealth Community Development Elementary Academy has designed a learning environment that involves children as active learners. Instruction is project-based and features meaningful activities that apply key process skills to investigations of important content. Students work individually and in cooperative learning, groups on projects that are often cross-curricular. A multicultural perspective and respect for diversity pervades the curriculum, which is standards-based and uses authentic assessment to evaluate student performance and guide instruction.

In the Primary Academy, students encounter a wide variety of interesting people, places, cultures, and ideas. They begin to grasp the inherent drama of history through stories, especially those about people who have made a difference, and by exploring their own family histories. They learn to use maps and globes to identify places and to understand the impact of place on how people live. They are introduced to the institutions and symbols of American political processes and culture. And, they learn basic economic concepts in the context of learning about how people lived in the past, how they live in the present, and how they are likely to live in the future.

In the Elementary Academy, the curriculum is organized into a three-year sequential study called “Dinosaurs to Discovery,” with a special emphasis on the idea of place. We titled this theme carefully to convey learning from a distant place, as symbolized by the dinosaurs, to the future, as symbolized by the space shuttle Discovery. This study engages students in the exciting panorama of the history of the natural world and its people. As they learn about the long ago and far away in this academy, students also gain knowledge about the here and now.

## **Curriculum Objectives**

### **Primary (K-2) and Elementary (3-5) Academies**

- Introduce children to the institutions and symbols of American political processes and history
- Take a near-to-far approach
- Connect principles to students' everyday experiences
- Bring the world to the classroom with new technologies
- Encourage students to look beyond their immediate world
- Develop multicultural understanding and historical imagination

## **Standards**

### **Primary Academy (K-2)**

#### ***History***

- Discuss stories, legends, and fables from a variety of historical and cultural sources
- Construct a time line from the 1920's to the 1990's showing, historical figures from stories they have read
- Identify key historical figures and their contributions
- Prepare an oral history of someone who has lived in the time that is being studied
- Retell a story about an historical figures in chronological order
- Summarize a simple news story with attention to time

#### ***Geography***

- Locate places on a map
- Identify sites in the community
- Identify land form and bodies of water on maps and globes
- Provide a simple illustration of the impact of the physical environment on people and places being studied
- Construct a man from materials such as papier-mâché
- Summarize a news event with attention to place

#### ***Civics***

- Identify national symbols such as the flag
- Explain in simple terms the basic roles of the executive, legislative, and judicial branches of the government

- Make appropriate class decisions relating to school life by orderly discussion and majority rule
- Recite and sing, with appropriate understanding, “America, the Beautiful”, “The Star-Spangled Banner,” “Lift Every Voice and Sign,” parts of “Paul Revere’s Ride,” and Dr. Martin Luther King, Jr.’s speech “I Have A Dream”

### ***Economics***

- Identify the natural resources in places being studied
- Explain consumers and the flexible nature of material wants in terms of everyday desires, as in visits to a candy store or toy store
- Explain how producers create goods and services in response to consumer interests through activities, such as setting up a lemonade stand on a hot day
- Identify costs, income, and profit in the context of activities such as the class market
- Prepare a budget for a class project

### **Elementary Academy (3-5)**

### ***History***

- Construct a time line that depicts key people, discoveries, invention’s, and so on for a period being studied
- Explain how we know what we know about history
- Describe basic ways that human societies have changed over time, such as how technological innovations changed agriculture, education, and communication
- Compare common features of human societies, such as families, religion, education, government, and economic activity
- Identify people, events, places, and technological developments that had a major impact on U.S. history and state history
- Describe how their community, state, and country compare with other communities, cultures, and nations studied
- Construct simple narratives showing relationships between two strands of historical development, such as the relationship between the railroads and westward migration
- Contrast differing accounts of events in U.S. history, using a variety of firsthand accounts, myths, and historical narratives
- Demonstrate emerging analytic skills in relation to historical topics studied, including such skills as distinguishing fact from opinion analyzing cause and effect, describing continuity and change, and formulating critical questions
- Discuss differing historical interpretations on the basis of evidence and show willingness to revise opinions in light of new evidence or logical arguments

### ***Geography***

- Locate and describe places on Earth, using, the basic features of common globes and flat maps, such as latitude and longitude
- Construct maps describing their everyday environment and local places of interest accurately and to scale
- Describe major natural changes in Earth and its surface, including the formation of the planet as part of the solar system, climate changes and the Ice Ages, and continental drift
- Demonstrate basic knowledge of major physical and political features on Earth, such as continents, climate variations, major rivers, national boundaries, and capitals
- Explain simple human and natural distribution patterns on Earth's surface, such as the location of mountain ranges and why people have tended to settle near water
- Describe the relationships between location and human activities such as education, religion, and work

Describe how people and goods interact between and among places in the U.S., such as the relationship among transportation, trade, and communication

### ***Civics***

- Explain the importance of national symbols and ideas in their historical context, such as how the Statue of Liberty relates to Ellis Island and immigration  
Explain concepts in the Constitution and Bill of Rights and the Declaration of Independence, including individual rights, separation of powers, and majority rule
- Discuss concepts such as justice and compromise in the context of historical developments
- Describe how Americans participate in the political process, including voting, campaigning, public debate, and community organizing
- Discuss the historical diversity of the American people and how we have come together as one nation

### ***Economics***

- Explain basic Economic concepts such as markets, money, specialization, and trade using straight forward examples from the experience as well as state or U.S. history
- Discuss how key features of the economy, such as business and banks, work
- Use economic concepts such as supply and demand and trade in interpreting developments in their community, state, and nation
- Discuss historical developments in the context of key economic concepts and features of the economy, such as trade, banks, and taxes
- Discuss economic issues in accounts of events reported in the news and in their own personal experiences

### **Core Teaching Materials**



The Commonwealth Community Development Elementary Academy recommends an activity-based K-2 social studies skills program, such as Macmillian/McGraw Hill's National Geographic's: *Primary Social Studies Skills*, Scott Foresman's *Social Studies in Michigan* and Silver Burdett's *Primary Place*.

In addition to such a program, emphasis is placed on a board-based, multicultural classroom library of children's trade books, including folk tales, myths, legends, poetry, songbooks, biographies, and historical fiction and nonfiction. In the Elementary Academy, the core materials vary according to needs at each grade level. Grade three features units built around identified core trade books; grade four relies on local state history books for its foundation; and grade five focuses on History of U.S. series. All three years in the Elementary Academy will feature a broad-based, multicultural, multi-genre classroom library of trade books.

The Commonwealth Community Development Elementary Academy chose this eclectic approach to core teaching materials in the Primary and Elementary Academies because:

- It allows greater flexibility in structuring creative learning activities.
- It allows for local adaptation, especially in the Primary Academy and in grade four.
- It emphasizes the use of authentic literature in social studies instruction.
- It affords more opportunities for cross-curricular projects and activities.
- It supports Commonwealth Community Development Elementary Academy's belief in project-based learning.
- It allows teachers greater freedom to tailor instruction to their students' unique needs and interests.

### Sample Topics

- Here are the main themes students will explore in the Primary and Elementary Academies:
- People to Know
- Places to Go
- Watch us Grow
- A Distant Place
- My Place
- **Our Nation**

### K-5 MATHEMATICS

- The Commonwealth Community Development Elementary Academy's mathematics curriculum is designed to prepare children to solve problems flexibly, to carry out tasks encountered in everyday life, to foster number and spatial sense, to develop positive

attitudes toward mathematics, and to stimulate mathematical thinking. To achieve these goals, the curriculum stresses not only computation, but the full range of mathematics including data collection and analysis, probability and statistics, geometry, and algebra.

- In the Primary Academy, students learn useful math facts and how to compute with speed and accuracy. But they also learn to apply addition, subtraction, multiplication, and division to real life problems and situations. Through hands-on activities, such as planning the school garden, and projects that involve the use of computers and manipulatives, students apply and test their discoveries, develop mental math skills, explore relationships, and strengthen their thinking. This introduction ensures that they go through life confident in mathematics and capable of applying it to their daily lives.
- In the Elementary Academy, the mathematics curriculum continues to balance concept instruction with meaningful application. Students apply their more advanced mathematical tools and techniques to a rich variety of cross-curricular projects and activities. They explore concepts such as decimals and percentages; mean, median, and mode; ratio and proportion; and factors. They participate in wide-ranging discussions about math, engage in a variety of cooperative learning, projects, explore simulations, and make increasingly more sophisticated mathematical observations.
- Calculators and computers play important roles in both the Primary and the Elementary Academy math programs because they greatly expand the range of problems and calculations that students can perform. Of course, students still use pencil and paper to complete some algorithms. But the math program emphasizes choosing from a range of problem-solving methods and tools, including mental arithmetic. And students are often asked to explain why their calculated or computed answers are reasonable, thereby calling on their understanding of operations and strengthening their ability to judge the validity of answers.

## **Curriculum Objectives**

### **Primary Academy (K-2)**

- Value student's mathematical thinking
- Promote problem solving
- Use **manipulatives** and other hands-on materials
- Encourage talking and writing about math
- Expect fluency with numbers and operations

### **Elementary Academy (3-5)**

- Promote problem solving and reasoning
- Value mathematical thinking

- Use mistakes as learning opportunities
- Encourage the use of many problem-solving strategies
- Connect math to real life
- Provide opportunities for students to communicate mathematically
- Support cooperative learning and group problem solving
- Appreciate the beauty of mathematics

## **Standards**

### **Primary Academy (K-2)**

#### ***Mathematics***

- Demonstrate number sense, or intuition, about numbers large and small
- Understand the numeration system to 1,000 by relating counting, ordering, grouping, and place-value
- Perform addition and subtraction using numbers through the 100's and apply the concepts of addition (joining) and subtraction (taking apart)
- Perform multiplication through  $5 \times 5$ , applying multiplication concepts (repeated addition)
- Recognize numbers equally divisible by 2, 5, and 10
- Demonstrate recall of addition and subtraction facts to 18
- Count forward and backward by 2's, 5's, and 10's
- Write and solve story problems that involve simple fractions (halves, thirds, and fourths)
- Recognize, describe, and extend a variety of patterns; use patterns and relationships to explain and analyze mathematical situations
- Communicate and clarify thinking about mathematical ideas using bar graph, charts, writing, and everyday language
- Recognize, describe, model, and classify simple plane and solid shapes and models; describe meanings of side, angle, perimeter, and area
- Use measurement to solve problems and in everyday situations to determine length, capacity, weight, volume, time, and temperature
- Estimate probability of outcomes in simple coin-toss game
- Collect and organize data, represent the data collected, and make predictions using the data
- Count and recognize mixed coins and paper currency; give and check correct change; use decimal notation for recording money
- Use estimation in working with quantities, measurement, computation, and problem solving; judge the reasonableness of solutions
- Use a variety of strategies to solve real-world problems

- Explain orally and in writing, sometimes working in groups, how a problem was solved and justify the answer

### **Elementary Academy (3-5)**

#### ***Mathematics***

- Demonstrate Number sense about the value of large and small whole numbers, decimals, and fractions
- Demonstrate understanding of the numeration system to 1,000,000 by relating place-value concepts and using benchmarks to understand large quantities
- Demonstrate understanding of the concepts of the four operations, recall of the basic facts, and the ability to apply an operation to a situation wherever necessary using whole numbers, fractions and decimals
- Perform the operations of addition, subtraction, multiplication, and division through the 1,000's, using written computation, estimation, mental math, or calculators
- Apply algorithms proficiently to solve 2 and 3 digit problems involving addition, subtraction, multiplication, and division
- Explain ratio and proportion and apply them to daily situations
- Estimate, round, use mental math, or compute exactly to solve a variety of problems as appropriate and explain the reasonableness of answers and how they were derived
- Identify and explain multiples and factors
- Read and solve one and two step word problems
- Use appropriate graphs, pictures, charts, writings, and spreadsheets to communicate mathematical ideas
- Collect, organize, and describe data, construct and interpret tables and graphs, and infer and support opinion using data
- Apply knowledge of mean, media, and mode
- Use simple percentages, such as 10%, 20%, 50%, 75%, 100%, and 200%, to determine tips, discounts and other practical applications
- Recognize and describe attributes of quadrilaterals, triangles, and various three-dimensional shapes
- Describe, create, extend, and analyze a wide variety of patterns, displays, tales, and graph to show a beginning understanding of functions and the ability to represent relationships symbolically
- Recognize simple algebraic variables such as placeholders ( $2x + 35 = 65$ )
- Use estimation in working with quantities, measurement, computation, and problem solving and explain the reasonableness of answers and how they were derived
- Measure perimeter, area, volume, angle, capacity, weight, and mass, knowing when to estimate, which measure to use, and when an accurate answer is required
- Estimate probability of an occurrence in simple cases, such as the probability of rain, and use various models to make predictions

## Core Teaching Materials

The core program for teaching mathematics in K-5 partnership schools is the University of Chicago School Mathematics Project (UCSM). The Commonwealth Community Development Elementary Academy selected UCSINU for the following reasons:

- It is consistent with Commonwealth Community Development Elementary Academy's student standards for mathematics.
- It is research-based and proven to raise students' achievement levels.
- It provides all students with challenging experiences in computation, as well as in data collection and analysis, probability and statistics, geometry, and pre-algebra.
- It stresses the role of practice in mastering skills.
- It presents students with real-world problems that allow them to apply math in meaningful ways.
- It provides rich, long-term projects that support Commonwealth Community Development Elementary Academy's emphasis on project based learning.
- It helps teachers connect concepts within the field of mathematics and across other subject areas, thereby making learning more meaningful for students.
- It supports appropriate use of calculators and computers.

## Program Components:

The UCSMP program for the Primary and Elementary Academies includes the following:

*Teachers' Manual:* Contains lesson guides and appendices with background information on each unit, came directions, descriptions of explorations and projects, and answer keys for selected portions of student work.

*Teacher's Masters:* Contains reproducible masters organized by unit, review activities, and home links to promote follow-up, review, and enrichment at home.

*Teacher's Masters:* Contains reproducible masters organized by unit, review activities, and home links to promote follow-up, review, and enrichment at home.

*Minute Math:* Book contains brief activities for spare moments throughout the day.

*Scope and Sequence Chart:* Organized by content strands.

*Student Journal:* For recording results of activities and explorations.

*Activity Book:* Contains activity sheets and review materials for each unit.

*Digital Subscriptions:* Engaging activities to assist students with projects, activities and games to build students fact fluency.

*Project Book:* For keeping track of long-term projects.

## **Sample Topics**

The following are just some of the topics students will explore using UCSMP:

- Everyday Use of Numbers
- Thermometers, Linear Measures, and Clocks
- 3-D and 2D shapes
- Mental Arithmetic: Addition and Subtraction
- Patterns and Rules
- Using, Numbers and Organizing Data
- Fractions and Their Uses

## **K-5 SCIENCE**

Commonwealth Community Development Elementary Academy's ambitious science curriculum aims to develop in student's scientific literacy the knowledge that citizens should have in order to understand the meaning and importance of new scientific findings, improving technology, and science-related issues that face society. This is a vibrant and vital literacy that sparks students' interest in, enjoyment of, and interaction with the natural world and promotes the confidence that comes with understanding. In the Academy, imaginative and effective science teaching begins in kindergarten, where teachers nourish and fulfill student's innate curiosity about the world its wildlife, plants, and natural systems. Commonwealth Community Development Elementary Academy's science curriculum provides a wealth of compelling project ideas and field trips that make learning effective and enjoyable. Even the youngest students adopt the methods of seasoned scientists as they analyze, explore, inquire, catalog, and test by means of engaging, hands-on experiences.

In the Primary Academy, students spend their time as scientists do exploring, discovering, inventing, analyzing, and testing through hands-on experiences and investigations. Their



explorations reflect the interests of children of this age and span the fields of science, as they discover chemistry in the kitchen, physics in the gymnasium, biology in the garden, and earth science in their local weather and climate.

In the Elementary Academy, the science curriculum balances hands-on experiences and interactive investigations with learning activities that increase students' storehouse of empirical knowledge. In addition, we emphasize regular use of some of the equipment that scientists use: computers, hand lenses, thermometers, probes, and other instruments. During this academy, each student also participates in at least three in-depth case studies in each scientific discipline: He, earth, and physical science.

## **Curriculum Objectives**

### **Primary Academy (K-2)**

- Build on and reflect the interests of primary students
- Center on hands-on experiences and investigations
- Emphasize science process skills and data collection
- Take full advantage of new technologies and equipment

### **Elementary Academy (3-5)**

- Foster the enjoyment, excitement, and experience of science
- Provide opportunities to learn, invent, experiment, and discover
- Support the acquisition of important scientific knowledge
- Develop sophisticated science process skills
- Emphasize habits of research and discovery
- Encourage individual and group activity

## **Standards**

### **Primary Academy (K-2)**

#### ***Science***

- Acquire and use appropriate knowledge to make sense of the natural and human-made world, such as using knowledge of the characteristics of life to distinguish living and

nonliving things

- Recognize and describe simple patterns and generalizations about aspects of the natural world, such as that living things grow and change
- Propose possible explanations of natural phenomena or technological developments, such as why rain puddles disappear
- Perform simple hands-on investigations, such as observing and recording the temperature outside at the same time every day apply science process skills, such as observing, sorting, measuring, predicting, and communicating results, in their thinking and exploring
- Apply scientific facts and ways of thinking to solve everyday problems, such as how to keep weeds from growing in the garden
- Apply appropriate arithmetic operations, such as counting, measuring adding, and subtracting, in conducting their investigations
- Demonstrate the beginning of scientific attitudes, appreciation's and dispositions in seeking knowledge about the natural world (genuine scientific curiosity, appreciation of the natural world, and cooperation in answering questions)

### **Elementary Academy (3-5)**

#### ***Science***

- Respond to questions and problems, such as describe the structures and functions of the major human body systems, in order to demonstrate the growing scientific knowledge about important aspects of the natural and human-made world (as described in the lists of life, earth, and physical science concepts that follow)
- Recognize, explain, give examples, of, and use appropriate science concepts and generalizations, such as: all objects occupy space and have mass; green plants make their own food; and the motion of an object can be described as change in position over time and can be graphed as such
- Provide plausible explanations for natural phenomena or technological developments, such as why the dinosaurs disappeared and how water changes state in nature
- Perform laboratory and simulated investigations, properly using appropriate materials and equipment, proposing and testing hypotheses, accurately recording data, carrying out simple calculations, displaying data in simple graphical formats, drawing appropriate conclusions, and communicating these conclusions clearly and with understanding
- Using increasingly sophisticated science process skills in their thinking, and exploring, such as classifying in a variety of ways, comparing and relating, hypothesizing, and controlling variables
- Recognize community or school problems that have a scientific component and, if appropriate, formulate a scientifically sound plan of action for addressing those problems
- Use mathematical knowledge to solve scientific problems
- Exhibit scientific attitudes, appreciation's, and dispositions in their lives, such as a desire to understand why phenomena occur, excitement in making discoveries or inventions, a

healthy skepticism toward assertions of scientific fact that are unsupported by data or reasonable explanations, and collaboration in scientific explorations

## Core Teaching Materials

The core program for teaching science in the Primary and Elementary Academy is **Inspire Science Place** from **McGraw Hill**. We chose this program for the following reasons:

- It is consistent with Commonwealth Community Development Elementary Academy's student standards for science.
- It emphasizes active, hands-on explorations that help students build their understanding of key concepts.
- It helps students apply what they learn to their own lives.
- It contains individual lessons that build to an understanding of the big ideas that explain our world.
- It supports Commonwealth Community Development Elementary Academy's philosophy of project-based learning.
- It emphasizes science literacy for all students, starting in the earliest grades.
- It helps teachers connect concepts with the field of science and across other subject areas.

## Program Components

*Inspire Science by McGraw Hill* for the Primary and Elementary Academies contains the following:

*Equipment:* Consumable and non-consumable items needed for each unit.

*Science Trade Books:* Nonfiction or fiction books that expand student's knowledge and interest in each unit theme.

*Student Books:* Exploratory hands-on lessons that develop each unit's key concept.

*Video:* Adventure featuring real students to introduce each unit theme.

## **K-5 ARTS**

The Commonwealth Community Development Elementary Academy curriculum offers an ambitious program of instruction in music, visual arts, drama and dance. Music and visual arts are taught by specialist, who devotes equal attention to history, performance, appreciation and practice. Dance and drama are integrated with the rest of the curriculum notably in physical education, language arts, and social sciences. Whether integrated with other subjects in curriculum or taught on their own, the arts provide innovative ways to enhance learning and creativity.

In the Primary Academy, students begin formal studies in music, through singing, playing simple instruments, and listening to opera, chamber, folk ethnic, and band music. They develop their skills in using a variety of art tools and materials and they learn how to use different media to express different ideas. They begin to recognize the basic elements of drama and have many opportunities to express their imaginations through dramatic play, puppetry and storytelling. They are introduced to the elements of dance and learn to recognize those elements in performances they view.

In the Elementary Academy, students create and perform a wide range of artistic works across the curriculum. They gain a wide understanding of various musical forms and styles, such as classical, jazz, blues and rap. They increase their knowledge of artistic principles, elements and terminology and translate their observations into original artwork, often using multimedia and other audiovisual materials. They “do and “view” drama and role-play a variety of characters from literature and history. In addition, they learn to enjoy and participate in free-form, unstructured dancing, as well as traditional forms, such as ballet, jazz, tap, ballroom, and pantomime.

### **Curriculum Objectives:**

#### **Primary/Elementary Academy (K-5) and (6-8) Middle Academies:**

- Include daily experiences in music, visual art, drama and dance
- Stress viewing, listening and doing
- Feature a signature singing program
- Integrate the arts across the curriculum
- Promote appreciation of different cultures
- Take full advantage of new technologies
- Permeate the life of the school

## **Standards**

### **Primary/Elementary Academy (K-5)**

- Sing by heart and by using books, folk songs from many cultures, patriotic songs and seasonal songs.
- Demonstrate rhythm through movement, speaking, singing and using different instruments
- Take and repeat rhythmic dictation
- Perform simple rhythmic patterns on non-pitched instruments such as drums, triangles, and maracas
- Read and play simple melodic and harmonic patterns on pitched instruments such as xylophone, glockenspiel and bells
- Differentiate between high and low, loud and soft, fast and slow by moving, speaking, singing, and using instruments
- Identify by sound different types of music, instrumental and vocal
- Categorize by sound the major instruments in the orchestra
- Classify musical components: whole note, full note, quarter note, and rests
- Recognize and identify music from cultures and historical periods being studied

### ***Visual Arts***

- Use a variety of tools and materials such as paint, pliable wire, and paper to create a work of visual art
- Use computers, cameras and video cameras to create visual images
- Use appropriate vocabulary to describe artwork and their reactions to it
- Explain the use of points, lines and colors in a painting
- Describe how and which elements of art used in their own painting
- Identify basic Geometric shapes in buildings and structures
- Recognize and identify visual art from cultures and historical periods being studied

### ***Drama***

- Use voice, gesture, and movement to convey simple characters
- Use creative movements to express thoughts and to represent characters
- Improvise dramatic play using selected props
- Participate in the production of a play
- Identify different ways to create drama, such as through video, storytelling and puppetry
- Explain why a program viewed is real or not real
- Respond orally and in writing of dramatic performances
- Recognize and identify drama from cultures and historical periods being studied

## ***Dance***

- Use movement to demonstrate awareness of beat, tempo and mood
- Follow adult's movements to copy different dance steps, such as the five main ballet positions
- Use creative movements to express thoughts and character types
- Recognize different types of dance such as ballet, tap, folk and modern
- Familiarize with and identify dances from cultures and historical periods being studied

## **Middle School Academy 6-8**

### ***Music:***

- Sing a varied repertoire of songs, with attention to temp, pitch and matching dynamic levels with others.
- Perform simple melodies, rhythms and chord patterns on a recorder or other appropriate instrument
- Create and improvise simple songs, melodies, variations or instrumental pieces to accompany readings or dramatizations using voice, instruments, computers and nontraditional sounds
- Demonstrate basic ability to read and note music such as notes in 2/4, 3/4, and 4/4 meter signatures, simple pitch notation, and symbols for dynamics and tempo
- Listen, note and discuss with peers personal responses to music from various styles including different composers, genres and periods.
- Recognize the sounds of most orchestra and band instruments
- Identify examples of common music purposes and methods from diverse cultures such as patriotic celebration or using percussive instruments to keep a beat
- Identify connections between music and other disciplines such as the use of music in dance and drama or the mathematical nature of meter

### ***Visual Arts***

- Represent through a variety of methods (drawing, painting, sculptures, collage, photograph and print making) images based on inanimate objects, human faces or figures and imagination.
- Create works using nontraditional materials or methods (such as wire, found objects, mixed media, video and computers)
- Model works after important examples of art
- Present and discuss works with peers, including strategy and choices made



- Explore how artistic choices such as medium,, color , texture, contrast and form are used for aesthetic purposes and how line and form create the illusion of space in two – dimensional works
- Identify classic genres such as portraiture, still-life, landscape and examples of abstract and nonrepresentational art
- Examine works featuring various styles of drawing, painting, photography sculpture architecture from periods and places being studied
- Relate the basic elements of visual arts to other artistic disciplines such as theatrical sets, design product packaging and fashion

### ***Drama:***

- Represent through drama ideas base on literature, history, imagination, personal experiences, or other artistic disciplines
- Perform short dramatic scripts based on a particular theme exploring techniques such as improvisation, monologue, impersonation, and characterization
- Represent familiar feelings through dramatic action such as happiness, fear or confusion
- Perform various roles and responsibilities relevant to creating drama in different media from direction, set design and writing dialogue to video shooting and costuming
- Observe dramatic performances, record personal response and preferences and discuss with peers using appropriate vocabulary. Compare the use of different media in presenting dramatic performances including theater, film and television
- Recognize aspects of drama in contemporary life
- Analyze how dramatic literary interpretations differ from the original work

### ***Dance:***

- Experience and identify a range of dance styles such as foe tap, ballet, modern, ballroom and partnering, demonstrating skills in at least one
- Create and perform dances based on imagination, their own experiences or concepts from other sources such as history, literature and other arts
- Demonstrate competences in basic movement skills such as skipping in a curve, forming shapes, leading & following a partner and moving to a musical beat
- Improvise to discover or invest dance movements to solve movement problems and create dance performances
- Perform an interpretation of a short dance, discuss their dance with peers and teach it to classmates
- Observe a professional dance performance, record thoughts and reactions using appropriate technology and discuss with peers
- Discuss examples of common dance functions and practices in diverse cultures such as sin ceremonies and drama

### **Core Teaching Material:**

Learning to Look at and create: The SPECTRA Program from Dale Seymour Publications is Commonwealth Community Development Elementary Academy's core program for teaching the visual arts. This program was selected because:

- The sequentially organized lessons fully support Commonwealth Community Development Academy's standards and objectives
- The lessons are cross-curricular and support a multicultural approach to teaching the arts
- The lessons involve students in exploring a variety of media techniques such as painting drawing a collage, textiles and mixed media
- The program is project-based and encourages students to use the elements of design to solve problems creatively
- The program is cost-effective, practical and manageable

Please note: The music program for the Elementary and Middle school academies does not rely on a commercial product; rather it is being developed exclusively for Commonwealth Community Development Academy by a nationally renowned music educator. It consists of the signature singing program, instrumental instructions and compositions.

### **Program Components:**

The SPECTRA Program contains the following components:

Slides: Eighty slides of methods, student work, and reproduction of significant artwork throughout history.

Teacher Materials: At each level, the program provides a full scope and sequence, teaching notes and strategies, assessments and evaluation ideas and a bibliography of related works.

### ***Sample Topics:***

Below are some of the topics students will study through the Commonwealth Community Development Elementary Academy curriculum:

- Getting to know me
- The building blocks of art
- Art and the natural world

## **K-8 World Languages: Spanish**

Commonwealth Community Development Academy's world languages program is designed to prepare young people to live and work to deepen their understanding of language itself and bring into sharper focus cultures other than their own.

This Spanish program, which is enhanced by the presence of a foreign-language teacher, emphasis conversation and culture, and students use their second-language skills in many real world situations as they move toward the long-term goal of being able to communicate effectively with fluent speakers of Spanish. Students learn about parts of the world where Spanish is spoken and come to appreciate the joys of exploring a new culture through its language.

There is a general agreement that children should learn more than one language. The Commonwealth Community Development Academies approach lies to rest the debate on second languages because our students will learn two languages. Furthermore, all children will have the competence in English that's necessary to meet the student's standards. Children for whom Spanish is the primary language maintain their language heritage and expand their language abilities when they learn English. Children whose primary language is other than Spanish or English will receive spherical instruction in a setting determined by the local needs.

### **Curriculum Objectives:**

#### **Elementary Academy (K-5):**

- Support student's natural love of languages
- Emphasize confirmations, culture, and real-world applications
- Promote multicultural awareness
- Include special instruction for English as a second language for some students

#### **Middle Academy (6-8)**

- Stress interaction with native speaker and appreciation of other cultures
- Include special instruction for English as a second language students gain
- Encourage students curiosity and pursuit of learning languages

## **Standards**

### **Elementary Academy (K-5):**

- Count to 100 and say the alphabet
- Recognize orally and in writing many of the basic nouns, verbs and adjectives that they know in English
- Use basic conversational phrases, questions and commands
- Listen to and read familiar stories
- Recognize the elements that make the Spanish language unique
- Identify cultural similarities and differences among speakers of Spanish and English here and in other parts of the world.

### **Middle Academy (6-8)**

- Speak in increasingly sophisticated sentences, demonstrating the pronunciation and intonation of native speakers
- Use Spanish words for frequently used English words
- Count as high in Spanish as they do in English
- Write simple sentences and short paragraphs in Spanish as well as they can speak them
- Interact comfortably with teacher and peers in Spanish on well-structured topics
- Ask and answer questions spontaneously in Spanish
- Listen to and read more sophisticated stories, songs and poems in Spanish
- Listen to and understand videos and television programs designed for children in Spanish
- Provide background information on people and places in the Spanish speaking world

## **Core Teaching Materials**

Amigos-Spanish as a Second Language from Real America Inc., is the core program for teaching Spanish in the Elementary and Middle Academies.

This program was chosen because:

- It supports Commonwealth Community Development Academy's standards and objectives for Spanish
- It follows a natural, whole-language approach to language acquisition
- It includes a strong technology component
- It promotes active learning through meaningful activities
- It supports the integration of Spanish language and culture with other curriculum areas
- It is teacher and student friendly
- It stress conversation and culture

## **Program Components**

*Amigos-Spanish as a Second Language* contains the following components:

*Teacher's Guide:* detailed, easy-to-follow lesson plans give step-by-step suggestions

*Student Textbook:* Engaging graphical stories, lessons and activities.

*Student Workbook:* Activities, puzzles and games

*Trade books:* A small library of child-sized volumes enhance and connect each unit them to outstanding Spanish literature

*Anthologies:* Songs, music, poetry and games

*Reference Materials:* Developmentally appropriate dictionaries, idioms and greetings, references and atlas

*Picture Cards:* 24 full color 8 1/2 x 11' cards support a graphic basis for unit related situations and key vocabulary objects

*Flash Cards:* 189 color cards graphically represent the key focus vocabulary

*Teacher Resource Materials:* The Whole Earth Holiday Book supports a multicultural study of shared holidays, food art, dance and songs.

*Technology:* Software, videotapes, audiotapes and more.

## **K-8 CHARACTER AND ETHICS**

### ***Curriculum Objectives***

#### **Elementary (K-5) & Middle (6-8) Academics**

- Respect parents primary role
- Promote courage and confidence
- Teach the rights and responsibilities of citizenship
- Develop Social and Emotional Problem Solving Skills

### ***Standards***

#### **Elementary Academy (K-5)**

##### ***Character and Ethics***

- Show respect for others by listening to their ideas and using respectful language, proper manners and other appropriate behaviors
- Identify Emotions and understand situations that cause these emotions
- Understand effective and ineffective outcomes to conflict
- Formulate a simple plan of future action, including setting goals.
- Use listening skills to elicit and understand the feelings and opinions of others.
- Understand appropriate and inappropriate expressions of emotions and develop a filter for inappropriate expressions.
- Explain the moral of a story
- Report orally or in writing a real-life hero
- Work with others in a way that is fair and honest
- Accomplish tasks and assignments with diligence
- Carry out their responsibilities to the class and school community, especially assisting in keeping the areas clean and tending the garden
- Demonstrate self-reliance in taking care of personal belongings and staying organized
- Observe rules in activities and games

### **Middle Academy (6-8)**

#### *Character and Ethics*

- Implement strategies developed in younger grades to make positive decisions.
- Explain the characteristics of friendship that go beyond having fun, including loyalty; bringing out each other's best qualities.
- Identify examples of integrity in everyday life
- Clarify the meaning and value of self-respect including when to value the opinions of peers and when to resist them
- Evaluate their own behavior, identifying times when they have behaved admirably and times when they have behaved poorly
- Demonstrate commitment and skill in helping peers prevent conflicts and resolve disagreements fairly
- Explain the value of a sense of humor in everyday life
- Demonstrate diligence and attention to craft in carrying out responsibilities and in projects or hobbies
- Fulfill responsibilities toward the school community and other students in a reliable manner
- Identify expressions of democratic ideals in the text of the Constitution and Declaration of Independence as equality before the law.



- Describe actions by individual citizens and the U.S that have lived up the democratic ideals and actions that have clearly violated those ideals

## **K-5 PHYSICAL FITNESS & HEALTH**

### **Curriculum Objectives**

#### **Elementary Academy (K-5):**

- Promote physical activity and healthful habits for a lifetime
- Emphasize motor skills and aerobic capacity
- Teach healthful food choices
- Offer strategies for staying safe in school, at home, and on the streets
- Stress proper hygiene

#### ***Standards:***

##### **Primary (K-2):**

- Demonstrate competence in games and activities that involve locomotion (skipping, hopping, chasing, fleeing), non-locomotion (balancing, forward and backward somersaults) and object manipulation (throwing, kicking, catching or paddling with a ball)
- Prepare a personal fitness plan that includes adequate time for practicing healthful habits and provides examples of exercise they can do on their own
- Identify changes in the body as a result of physical activity (increased heart rate and pulse) and provide a basic explanation of how the cardiovascular system works using illustrations or models
- Understand and apply the principles of street safety and follow basic safety procedures while biking, skating, swimming and using sporting and fitness equipment and apparatus
- Plan a week of healthful menus and snacks that demonstrate understanding of diet and nutrition
- Demonstrate appropriate skills for resisting drugs, alcohol and tobacco

##### **Elementary (3-5)**

#### ***Physical fitness & Health***

- Play modified games such as mini-soccer, short court basketball or volleyball with a lowered net using motor skills with speed and accuracy
- Manipulate objects such as balls, bats and rackets with speed and accuracy
- Exhibit developmentally appropriate and individualized objectives for speed, flexibility strength and endurance through regular participation in activities such as jogging, cycling, stretching exercises and calisthenics
- Design and perform competently gymnastic routines, movements exercises, and dances for classmates to learn and enjoy
- Design and maintain a Personal Fitness Plan that includes healthful nutrition, aerobic activity and strength and endurance conditioning appropriate to age and fitness levels.
- Explain orally and in writing what is meant by different stages of development, describe what people need to be healthy at different stages of life and list healthful choices and strategies most appropriate to their age group
- Explain the changes experienced as they move into puberty and describe the parts and functions of the human reproductive system.
- Explain orally and in writing the amount and balance of foods in the diet influenced by growth, energy and health
- Describe and apply ways of responding to pressure from others to engage in risky behaviors involving drugs, alcohol and tobacco
- Demonstrate self-defense skills, fire safety procedures at home and at school as well as competences in basic swimming strokes (where pools are available)

## **K-8 PRACTICAL ARTS AND SKILLS**

### **Curriculum Objectives**

#### Primary (K-2); Elementary (3-5) and Middle (6-8)

- Promote real-life skills
- Connect to every subject area
- Pave the way for readiness for work
- Emphasize design and technology skills

### **Standards**

#### **Primary Academy (K-2)**

##### ***Practical Arts and Skills***

- List and test ideas for solving a problem, such as how to organize the classroom so everyone can see the presentation or station

- Use a variety of print and media resources to access information, write a brief report, and complete a project
- Turn computer on and off, load and run software, use menus, and demonstrate basic keyboarding, mouse, and word processing skills
- Write a short work plan for completing a project and choose appropriate materials for completing it
- Print or write clearly in a style of choice
- Tell time and maintain personal calendars and schedules
- Demonstrate an understanding of systems, by explaining, for example, how the parts of a skateboard work
- Use appropriate manners when working, playing, and eating
- Prepare soil, plant seeds, weed and fertilize growing plants, cut flowers, and harvest vegetables from the school Garden

### **Elementary Academy and Middle Academies (3-8)**

#### ***Practical Arts and Skills***

- Apply the Commonwealth Community Development Academy KID program to sketch a new and improved classroom worktable; present the sketch to peers, teachers, parents, or outside professionals; and use their criticisms to improve the design
- Produce at least three stories for the school or class newspaper, including photographs and layouts
- Identify and describe the functions of different parts of a system, such as the local transportation system, and list ideas for improving its efficiency
- Apply library research skills and use the computer to acquire and interpret the information needed to complete a group or individual project
- Apply public speaking skills to research, prepare, and present an oral report on a subject of personal interest
- Maintain print and electronic portfolios containing work samples, photographs, and drawings
- Describe orally and in writing the activities and responsibilities associated with three different careers
- Write clearly and legibly in a handwriting style of choice
- Use appropriate manners when working, playing and eating
- Apply standard letter writing form to compose and send friendly or business letters to favorite authors, family members, sports figures, or civic or business leaders
- Maintain checkbooks or savings passbooks for use in the classroom “bank”
- Load, run, and use computer spreadsheets, data bases, networks, graphics programs, and drawing programs
- Demonstrate competence in keyboarding by touch typing a 100-word document with no more than three errors
- Complete a simple video using a camcorder

## **B. INSTRUCTIONAL STRATEGIES**

Effective learning is active learning; therefore, Commonwealth Community Development Academy has adapted several broad instructional strategies. Recognizing that students learn in different ways, Commonwealth Community Development Academy's instructional program is designed to address varied learning styles. The following strategies shall be used:

- Project-Based Learning
- Cooperative Learning
- English as a Second Language
- Technology as a Second Language
- Tutors for one-on-one instruction
- Special Education Instruction and Professional Development for Staff

### **Project-Based Learning**

What is most distinctive about Commonwealth Community Development Academy's instructional program is its emphasis on learning by doing. Commonwealth Community Development Academy believes in giving students realistic problems to solve through the meaningful application of concepts and content from many subject areas. Students grapple with problems suited to their ages and prior learning, and build their own bridges between the theoretical and the practical. Such activities help students gain confidence with academic material, work creatively, and team to think for themselves.

Projects achieve results because students not only learn by reading, writing, and calculating but also by building, experimenting, and designing. Projects engage all of the senses and give full expression to the creativity in each student. Those students who are not as adept at expressing their ideas on paper, for example, can communicate through other media, including electronic forms.

Projects also are excellent preparation for the world or work and home, where people do not face problems or tasks that have been carefully crafted in textbooks. Some types of projects employed – science experiments, for example – are found in any good school. Others are new to the classroom and unusual because they mirror the real work of scientists, engineers, architects, designers, reporters, and others.

### **Planning “Intensives” and Other Projects**

The flexible school day and year provide many opportunities for project work. Block scheduling enables teachers to weave projects into the ongoing curriculum. No project need be rejected because it won't fit into a 45-minute period or an already tight academic quarter. Particularly

important for accommodating the important work of projects are the one-to-three-week intervals reserved at the end of every quarter for “intensives.” At these times, students undertake ambitious projects, analyze complex problems, and pursue specialized avenues of inquiry that are beyond the scope of the regular daily schedule. The intensive help students develop practical skills to apply to all other sophisticated problems presented throughout the curriculum.

Because projects require a greater investment in time than other types of learning, they must focus on the most important concepts and skills in the curriculum. Engaging as a project may be, it is not wise to devote several weeks to learning objectives that are of limited importance. To assist schools in making the best use of project-based instruction, Commonwealth Community Development Academy has launched a program to provide principals and teachers with project plans that have clear curriculum objective and proven success.

### **The Importance of Integration**

Commonwealth Community Development Academy’s integrated curriculum – wherein traditional subject lines are crossed to promote deeper intellectual understanding – helps students make connections between subject knowledge and ideas and see how what they learn in school applies to real life. It gives students the chance to work with problems that have no pre-formulated solutions. Teachers bring several disciplines to bear on one practical problem, as when students make an environmental study of their town, drawing on and expanding their knowledge of geography, history, science, mathematics, literature, and politics, and then develop a proposal to create a nature sanctuary on public land. In working out the concept and a plan based on it, students see vividly how different areas of academic content apply to real life. And when areas of knowledge are connected, learning has more chance to “stick.”

Sometimes only two disciplines are brought together, as when science and math are used in the design and implementation of an experiment. Once the scientific experimentation is complete, math skills come into play in the analysis and presentation of the results. When these areas of knowledge are applied and connected, learning in both becomes more concrete.

Integrated teaching also is an enjoyable way to learn and to teach. It often involves 9 hands-on activities, such as taking soil samples, which engage and excites children. And it frequently blends art or music into a project, allowing artistically talented students to shine.

### **Direct Instruction**

When practiced creatively and purposefully, direct instruction is a powerful method. It involves a teacher guiding students through prepared presentations and discussions. Each lesson is circumscribed and constructed to develop a particular concept. A good lesson must have a clear beginning, middle, and end. It must follow a logical intellectual sequence. A series of lessons must be assembled systematically.

## **Encouraging Active Listening and Learning**

Successful direct instruction engages students as active listeners and participants. Teachers frame questions not simply to elicit answers but to get students to think, whether responding directly or listening, to a classmate's response. In the process, students learn to ask good questions, too.

Watchful teachers also recognize that the errors students commonly make provide great instructional opportunities. Skillful teachers know that students need immediate opportunities to apply and practice ideas presented in a lesson. Effective teachers appreciate the crucial role of swift and constructive feedback, which enables students to learn from their errors. Good teachers know the difference between memorization and knowledge.

## **Supporting Teachers to Enhance Instruction**

To help teachers perfect their skills in direct instruction, Commonwealth Community Development Academy employs cooperative learning in many ways in its program, with special attention to the approaches developed by Robert Slavin at Johns Hopkins University. Research shows that the achievement of all student, in rural, urban, or settings, is improved through the use of Slavin's methods. As Slavin puts it, cooperative learning helps ensure "success for all."

However, like other types of instruction, cooperative learning's value is limited if it is not employed carefully and creatively. Students do not automatically learn more by working together. Cooperative learning in Commonwealth Community Development Academy's instructional program is marked by these characteristics.

- It usually is preceded by a well-crafted lesson. Cooperative learning is a complement to other instructional activities.
- It provides an engage opportunity for students to reinforce or cement skills origin and concepts the teacher has introduced.
- It builds in a means of determining each student's degree of mastery of the skills and content presented in the lesson.

The last point is critical, for without it cooperative learning may not benefit all students. Without a means of ensuring individual accountability, a few students in a group can do all the work and derive all the advantages, while the rest of the group claims little.

## **When Helping is Not "Cheating"**

When properly applied, cooperative learning benefits all learners. Teaching others is a powerful means of reinforcing one's own learning. By helping their slower peers master the skills or concepts needed to complete a task, more able students strengthen their own understanding. In turn, slower students gain from the individual attention and reinforcement that peer tutoring provides and from receiving the same challenging curriculum as other students



Cooperative learning also puts peer pressure to positive use. It becomes “cool” for students to help others learn. Cooperative learning offers students more reasons to work hard and more ways to succeed.

### **English as a Second Language and Special Education**

The Commonwealth Community Development Academy serves all students, whatever their needs. Because Commonwealth’s program builds in many opportunities for individualized learning and ensures that students get plenty of personal attention, it is well suited to students with most kinds of learning or physical disabilities. The emphasis on multilingual proficiency encourages students whose first language is other than English to value their heritage while they also learn English. Naturally, whether Commonwealth academy’s program is the right one for a particular child is best determined by his or her family.

### **Assessing to Determine Special Needs**

Based on current national figures, Commonwealth Community Development Academy estimates that roughly nine percent of students in partnership schools will have some form of disability. All students are elevated – with or without identified disabilities – as part of a process of drafting a Quarterly Learning Contract for each student. If the evaluation indicates that a student may be a candidate for special education ( as defined by federal and state criteria), a formal assessment, conducted in cooperation with a student’s family and local education authorities, is done. If those results so indicate, Commonwealth Community Development Academy prepares an Individualized Learning Plan and accepts responsibility for the student’s success.

### **Language Diversity**

Commonwealth Community Development Academy appreciates the value of students from a plurality of backgrounds in creating a rich language environment for learning. Language diversity is an opportunity as well as a challenge. As mentioned in the curriculum chapter, all Commonwealth Community Development Academy participate in second-language learning. At the same time that all students with limited English proficiency are learning English, all non-Spanish speaking students are learning Spanish as a second language at least through the eighth grade.

Students begin second language study in the Primary Academy, the optimal time to begin learning a new language. Students whose native language is Spanish maintain their native-language skills while they learn English. Spanish instruction emphasizes conversation and culture in the primary years, encouraging ease of use and natural interaction in everyday activities. As students progress through the Academy, reading, and writing are gradually mastered in addition to continued improvement in conversation. As a result, Spanish-speaking students, typically the largest group of non-English-speaking students, feel comfortable in their interactions with other students from the very start. All students learning English as a second language do so in a supportive environment customized to address local needs and interests.

### **Technological Support**

Commonwealth Community Development Academy believes in an inclusive approach to special education and ESL instruction. Commonwealth Community Development Academy's technology system includes devices to provide access to virtually all curriculum materials for students who have difficulty reading, visual or auditory impairments, or physical limitations.

### **Special Education**

- Students who struggle to see or read can have text read to them by computers equipped with synthesized speech.
- Students without use of their arms or legs can operate a computer with a switch controlled by chin movements.
- Students with perceptual problems can enlarge the words on a screen or change the color of letters or the screen background.
- Students who have trouble writing can use multimedia visual packages.

In addition to innovative technology, Commonwealth Community Development Elementary Academy offers an instructional program that recognizes students' assessment system recognizes many forms of expression, giving students a variety of ways to demonstrate knowledge and accomplishments.

### **ESL Instruction**

- Students use software in their native languages.
- Students can communicate with speakers of their languages in other countries through electronic networks.
- Students are helped by software that translates into their native languages.
- Technology extends English learning time and individualizes instruction.

### **Professional Development in Special Education for All Teachers**

Teachers receive regular training in special education as part of their ongoing professional development. All teachers are involved in reading; therefore teachers also are trained as diagnosticians of learning disabilities and as skilled providers of specialized programs. In addition, schools have the services of speech therapists, psychologists, and other specialists.

### **Community Connections:**

Commonwealth Community Development Academy was founded on the basis that students will engage in the community around them to develop well rounded productive citizens. In doing so, the Academy has developed a number of partnerships to build student engagement and develop the whole child through hands on projects and activities that support integrity and compassion.

## **Our partnerships include:**

- Greater Concord Missionary Baptist Church
- FOCUS Detroit
- James H. Cole Legacy Foundation
- Kiwanis
- Detroit Medical Center (Ms. Sharon, Registered Nurse)
- Forgotten Harvest
- Gleaners
- Blake's Cider Mill
- Detroit Public Safety High School
- Success for All Foundation
- University of Chicago Mathematics Project
- Learning Gizmos
- Ford Motor Company
- PNC Bank
- Junior Achievement
- Detroit Eastern Market
- Central Detroit Christian (CDC)
- Say Detroit Play Center
- Building Healthy Communities through Wayne State University
- Expanded Food Nutrition Education Program through Michigan State University
- Athletic Department & Charter School Office at Eastern Michigan University
- All Children Exercise Simultaneously with support from University of Michigan
- Wayne RESA (Regional educational Service Agency)
- Fisher Theatre

## **INSTRUCTION THROUGH TECHNOLOGY**

Commonwealth Community Development Elementary Academy students will be introduced to technology concepts on the Kindergarten level. Students will progress from becoming familiar with parts and functions of the computer to utilizing each tool within the computer and its software functions.

These skills will enhance student's capabilities to produce documents in a professional and accurate manner. The necessity of these skills will be required to enable students to integrate technology into their learning procedures.

### **ACCOMPLISHED SKILLS WILL INCLUDE:**

- Recognition of computer equipment
- Learning various computer tools
- Decide which tool to use to manipulate data
- Learn how to manipulate data within each tool
- Input/output techniques
- Complete research via electronic information resources and internet services

Technology is a rapid changing area with introductions of equipment, software, and procedures occurring daily. Students will need to be able to compete in the educational arena and eventually in the workforce. Technology skills will be essential to becoming competitive and successful.

*Technology:* Science Journal software for the Primary Academy and a telecommunications link for the Elementary Academy.

*Teacher's Map to Exploration:* Includes content background, hands-on support and assessment options.

*Home Connection Collection:* Take-home letters to families that provide a snapshot of each unit's explorations and concepts.

*Science Mats:* Reach to use sheets that extend lesson concepts or facilitate lesson explorations.

### **Sample Topics**

The following are just some of the topics students will explore using Scholastic's *Science Place*.

- Your Senses
- Air, Sun, Water
- Staying Well
- The Solar System
- Organisms and Environments
- Motion
- Change Over Time

### **K – 5 ARTS**

The Commonwealth Community Development Elementary Academy curriculum offers an ambitious program of instruction in music, visual arts, drama, and dance. Music and visual arts are taught by specialists, who devote equal attention to history, performance, appreciation, and practice. Dance and drama are integrated with the rest of the curriculum notably in physical education, language arts, and social sciences. Whether integrated with other subjects in the

curriculum or taught on their own, the arts provide innovative ways to enhance learning and creativity.

In the Primary Academy, students begin formal studies in music, through singing, playing simple instruments, and listening to opera, chamber, folk ethnic, and band music. They develop their skills in using a variety of art tools and materials and they learn how to use different media to express different ideas. They begin to recognize the basic elements of drama and have many opportunities to express their imaginations through dramatic play, puppetry, and storytelling. They are introduced to the elements of dance as well as learn to recognize those elements in the performances they view.

In the Elementary Academy, students create and perform a wide range of artistic works across the curriculum. They gain a wide understanding of various musical forms and styles, such as classical, jazz, blues, and rap. Students increase their knowledge of artistic principles, elements, and terminology and translate their observations into original artwork, often using, multimedia and other audiovisual materials. They “do” and “view” drama and role-play a variety of characters from literature and history. Students learn to enjoy and participate in free-form, unstructured dancing, as well as traditional forms, such as ballet, jazz, tap, ballroom, and pantomime.

## **Curriculum Objectives**

### Primary Academy (K-2)

#### Music

- Sing by heart and by using books, folk songs from many cultures, patriotic songs, and seasonal songs
- Demonstrate rhythm through movement, speaking, singing, and using different instruments
- Take and repeat rhythmic dictation
- Perform simple rhythmic patterns on non-pitched instruments such as drums, triangles, and maracas
- Read and play simple melodic and harmonic patterns on pitched instruments, such as xylophone, glockenspiel, or bells
- Differentiate between high and low, loud and soft, fast and slow by moving speaking, singing, and using instruments
- Identify by sound different types of music, instrumental and vocal
- Identify by sound the major instruments in an orchestra
- Identify musical components: whole note, full note, quarter note, and rests
- Recognize and identify music from cultures and historical periods being studied

**I.**  
**SIXTH GRADE**  
**ENGLISH/LANGUAGE ARTS**  
**OUTCOMES**

**A. LISTENING/SPEAKING**

**LISTENING -** The listening process begins with the perceptual process of hearing and the ability to engage in both auditory and visual discrimination among sounds and visual images. The effective listener will progress from the recognition of meaningful language sounds to the ability to discriminate emotional language and feeling in paralinguistic sounds.

**SPEAKING -** Messages are the ideas that a communicator seeks to impart to his or her audience. The intended verbal message will be affected by nonverbal elements. In developing the content for a message, a communicator must analyze the audience, apply ethical standards, consider various elements of evidence and reasoning, and frame the ideas in appropriate language.

**Meaning and Communication:**

- Determine and demonstrate appropriate listening behaviors in a variety of situations (e.g., visualization, model and role play, as questions to clarify information/messages).
- Extend inductive and deductive reasoning by analyzing features, similarities and differences.
- Demonstrate communication skills to report, persuade, explain and inform.
- Adjust one's message and/or speaking techniques to a particular audience and situation.
- Select appropriate language and speaking techniques for a part, etc.

**Genre and Craft of Language:**

- Practice the mechanics of speech employing appropriate tone, volume, pauses, gestures, facial expressions and movements that aid in conveying/understanding messages.
- Use a varied vocabulary in expressing feelings, thoughts, describing experiences and responding to others (e.g., summarizing, reciting/retelling, collaborating on original stories).



- Apply the mechanics of speech employing appropriate tone, volume, pauses, gestures, facial expressions and movements that aid in conveying/understanding messages.
- Compare/contrast various media and genre to identify similarities and differences in form, content, purpose (e.g. informational text, poetry, drama, historical fiction, mystery, fantasy).

### **Diversity and Culture:**

- Acknowledge messages by employing appropriate verbal and nonverbal responses (e.g., eye contact, body language, call-and-response).
- Respond to messages by employing appropriate verbal and nonverbal responses (e.g., use body language to indicate approval/disapproval, agreement/disagreement) to provide constructive feedback.

### **Critical Standards:**

- Speak in complete sentences using standard English (e.g., relate events using an increasing number of details and descriptions, tell original stories, contribute to group discussions).
- Adapt one's language to a variety of situations (standard, slang).
- Meaning and Communication:
- Construct meaning by using multiple resources and one's prior knowledge.
- Demonstrate understanding of story elements by identifying major/minor characters; climax by showing sequences of events before and after for support; general setting and understanding shifts in setting; problems, resolution.
- Integrate textual information:
  - from selections and from a variety of texts combined with one's own knowledge (e.g., predicting, generating questions, examining picture cues, organizing).

### **Meaning and Communication: Decoding:**

- Use a combination of strategies when encountering vocabulary while constructing meaning (e.g., using context, word analysis, verbal strategies, word origins, sentence structure, dictionary, thesaurus).

### **Meaning and Communication: Vocabulary:**

- Develop extensive vocabulary knowledge by relating a new word to other words and concepts through semantic mapping, clustering and webbing, analogies.

### **Diversity and Culture:**

- Demonstrate an interest in a variety of authors from diverse sections and cultures (e.g., Walter Dean Myers, Beverly Naidoo, Tolowa Mollel, Virginia Hamilton, Gail Sakurai, Black Elk) as reflected in a personal reading record/portfolio.

### **Self -Regulation and Reflection:**

- Utilize met cognitive strategies to monitor construction of meaning with narrative, informational and functional text (e.g., using adjunct aids, scanning, organizational patterns).
- Take responsibility for increasing one's learning by reading progressively longer passages/selections.

## **B. READING/LITERATURE**

**READING** – Reading is a process used to acquire information from print. The purpose of these reading outcomes is to prepare students to meet the demands related to constructing meaning from text materials:

- under instructional conditions.
- for all possible purposes
- in all subject areas.

Both the developmental and remedial programs should reflect the nature of the demands, the conditions, and the purposes for reading.

**LITERATURE** – Literature is the artful use of language to depict selected aspects of the human experience. It is the expression of thoughts and feelings embodying imagination and reflecting diverse cultural systems. Literature may be experienced in an oral, written, or visual mode and may be enjoyed on many levels. Studying literature enables students to enlarge their world by:

- Experiencing vicariously other times, places and events.
- Acquiring new information.
- Gaining insights about themselves, others, and the world in which they live.

### **Depth of Understanding:**

- Compare/contrast literature to one's own experiences and apply to one's life (e.g., rights and responsibilities, relationships with others, conflict and cooperation).

#### **Ideas in Action:**

- Interpret and respond to practical life skills' situations (e.g., understanding advertising techniques, following directions, completing forms and applications).

#### **Inquiry and Research:**

- Identify and use extensive resources to investigate questions/topics (e.g., table of contents, index, glossaries, library catalog, guest speakers, interviews, surveys, ERIC, ProQuest).

#### **Critical Standards:**

- Select and read a variety of materials for enjoyment to extend one's knowledge for pleasure, to acquire information and to perform tasks.

### **C. WRITING**

**WRITING** – Writing is both a way of thinking and communicating, as well as a mode for learning in all curricular areas. It can be a means of self-discovery, and of finding out what we believe and know. Writing serves both the public and personal needs of students.

Writing should be taught within the framework of the writing process: prewriting, drafting, revising, proofreading, and publishing. Students should maintain their writing portfolios in some type of collection for the purpose of reporting to parts, “conferencing” with teachers, and determining growth in writing.

#### **Meaning and Communication:**

- Use process writing in composing text employing elements and characteristics of poetry and narrative text and organizational patterns of informational text (e.g., science fiction, book reports, fantasy, historical fiction, letters friendly notes, summaries, research papers).
- Utilize writing as a tool to organize, summarize and respond to information (e.g., journal entries, logs, note taking, reports and international pen pals).

#### **Genre and Craft of Language:**

- Demonstrate a varied vocabulary in expressing feelings, thoughts, describing experiences and responding to others (e.g., summarizing, reciting/retelling, collaborating on original stories).

- Formulate and express ideas using aspects of writer's craft such as flashback, imagery and humorous/persuasive techniques.
- Use writing mechanics that clarify meaning (appropriate punctuation, grammatical constructions, conventional spelling, variety in sentence structure and paragraphing).

### **Depth and Understanding:**

Compare/contrast selections with a common theme (e.g., coming of age, rites of passage, life/death) that reflect diverse points of view.

### **Inquiry and Research:**

- Use various technological/non-technological tools and inclusive resources to compose text in a variety of formats.
- Create charts, learning logs, graphs and write reports to record the results of scientific investigations and research projects.

### **Critical Standards:**

- Self-select/maintain pieces of writing for a portfolio based upon established criteria.

## **II. SIXTH GRADE MATHEMATICS OUTCOMES**

The advances of technology have profoundly influenced society. The world today increasingly depends on information processing to solve problems. This revolution in technology will create professions requiring abilities and skills in mathematics and in decision making to meet these needs, schools should provide a comprehensive mathematics curriculum that reaches the fundamentals of mathematics, develops critical thinking skills, and nurtures logical reasoning.

A mathematically literate person is one who:

- Values mathematics.
- Has confidence in his/her ability to do mathematics demonstrating conceptual understanding as well as proficiency in operations skills.

- Applies conceptual understanding, operational skills, and technological tools to problem solving.
- Communicates mathematical ideas orally and in writing.
- Reasons mathematically.

The following topics of study are recommended:

**Whole Numbers and Numeration:** Model, identify and describe number properties: prime number and prime factorization; add, subtract, multiply and divide whole numbers.

**Fractions, Decimals, Ratio, and Percent:** Model, estimate and find sums, differences and products of fractions and relate algorithms; model, estimate and find products and quotients of decimals and relate algorithms; model and describe meaning of ratios and percents and use in solving practical problems. Demonstrate a meaning of percent.

**Measurement:** Measure length, area, volume and angles. Measure liquid capacity, mass, time, temperature, and monetary values using metric units. Derive and use formulas for finding the perimeter and area of selected polygon; estimate and measure the volume of a space figure made with cubes.

**Geometry:** Model, identify and describe the properties of a circle (i.e., diameter, radius, center); identify and apply transformations of reflection (flip), translation (slide) and rotation (turn); identify and apply the property of symmetry to plane and solid figures, including turn symmetry.

**Statistics and Probability:** Construct, read, describe and interpret lines graphs; describe, determine and use median, range and frequency.

**Algebraic Ideas:** Use models and familiar situations to interpret and compare integers; model, estimate and determine square roots; represent and describe a function with a table of values or a graph.

**Problem Solving and Logical Reasoning:** Extrapolate by developing a formula rule for a pattern; determine steps to solve a problem and evaluate the solution; select and apply appropriate problem-solving strategies; use logical reasoning to solve a problem.

**Technology:** Use the scientific calculator to solve problems involving fractions, [M+] [M-] [MR] [MC]

**Multicultural/Attitudinal:**

- Demonstrate an awareness of various perspectives in the development of mathematics through examples of folklore, customs, symbols and practices related to mathematics;

- Demonstrate a historically accurate perspective of the development of mathematics;
- Demonstrate an understanding and respect for the contributions of one's own cultural/ethnic heritage as well as the contribution of other cultural/ethnic groups to the development of mathematics;
- Demonstrate a respect and understanding for a variety of viewpoints in problem situations and make judgments and decisions on the basis of evidence;
- Demonstrate a confidence in and a positive attitude towards one's own ability to do mathematics;
- Demonstrate an understanding that the study of mathematics is relevant to one's own development and related to other content areas;
- Demonstrate a responsibility for one's own learning and the willingness to assist and work with others in solving problems.

### III. SIXTH GRADE SCIENCE OUTCOMES

Scientific Literacy is the outcome of an effective science program that encourages reflection on the nature of science and the construction of new knowledge while the student learns and applies the principles and concepts of life, physical, earth and space science in many different real-world situations. The scientifically literate individual is one who:

- Uses scientific knowledge in a variety of real-world situations.
- Reflects on the nature of scientific knowledge.
- Constructs new personal knowledge from science.

**Constructing New Scientific Knowledge:** Scientifically literate students are effective learners as well as knowers of science. They can use new information, inquiry skills, and scientific habits of mind to build on and change their ideas about how the world works. the skills and habits of mind that follow are not, however, generic abilities to be taught separately from specific subject matter knowledge. They must be considered as outcomes only in the context of learning or constructing new scientific knowledge. The intended outcome for the sixth grade student in this area will be to:

- Construct charts and graphs and prepare summaries of observations.
- Generate scientific questions about the world based on observation.
- Design and conduct simple investigations.
- Investigate toys/simple appliances and explain how they work, using instructions and appropriate safety.
- Use measurement devices to provide consistency in an investigation.
- Use sources of information to help solve problems.
- Write and follow procedures in the form of step-by-step instructions, recipes, formulas, flow diagrams and sketches.



**Reflecting on Scientific Knowledge:** Scientifically literate students have an understanding of the nature of science and the scientific enterprise that allows them to analyze and reflect their own knowledge and on scientific knowledge in general, and to understand the impact of science and technology on society. The intended outcome for the sixth grade student in this area will be to:

- Evaluate the strengths and weaknesses of claims, arguments, or data.
- Describe limitations in personal knowledge.
- Show how common themes of science, mathematics, and technology apply in selected real world contexts.
- Describe the benefits and risks of new technologies on patterns of human activity.
- Recognize the contributions made in science by cultures and individuals of diverse backgrounds.

**Life Science: Cells:**

- Describe similarities/differences between single-celled and multi-cellular organisms.
- Explain why specialized cells are needed by plants and animals.

**Life Science: Organization of Living Things:**

- Compare and classify organisms into major groups on the basis of their structure.
- Describe the life cycle of the flowering plant.
- Describe evidence that plants make and store food.
- Explain how selected systems and processes work together in plants and animals.

**Life Science: Heredity:**

- Describe how the characteristics of living things are passed through generations.
- Describe how heredity and environment may influence/determine characteristics of an organism.

**Life Science: Ecosystems:**

- Describe common patterns of relationships among populations.
- Predict the effects of changes in one population in a food web on other populations.
- Describe the likely succession of a given ecosystem over time.
- Identify some common materials that cycle through the environment.
- Describe ways in which humans alter the environment.
- Explain how humans use and benefit from plant and animal materials.

**Physical Science: Matter and Energy**

- Classify substances as elements, compounds, or mixtures.
- Describe matter as consisting of extremely small particles (atoms) which bond to form molecules.
- Describe energy and the many common forms it takes (mechanical, heat, light, sound, electrical).
- Describe how common forms of energy can be converted, one to another.
- Describe electron flow in simple electrical circuits.

**Physical Science: Changes in Matter:**

- Describe common chemical changes in terms of properties of reactants and products.
- Distinguish between physical and chemical changes in natural and technological systems.

**Physical Science: Waves and Vibrations:**

- Explain how sound travels through different media.
- Explain how echoes occur and how they are used.
- Explain how light helps us to see.
- Explain how objects or media reflect, refract, transmit, or absorb light.
- Explain how waves transmit energy.

**Earth and Space Science: Geosphere:**

- Explain how rocks and minerals are formed.
- Explain how rocks and fossils are used to determine the age and geological history of the earth.
- Explain how rocks are broken down, how soil is formed, and how surface features change.

**Earth and Space Science: Hydrosphere:**

- Describe various forms that water takes on the earth's surface and conditions under which they exist.
- Describe how rain water in Michigan reaches the oceans.
- Describe the origins of pollution in the hydrosphere.

**Earth and Space Science: Atmosphere and Weather:**

- Describe the composition and characteristics of the atmosphere.
- Describe patterns of changing weather and how they are measured.
- Explain the water cycle and its relationship to weather patterns.
- Describe health effects of polluted air.

**Earth and Space Science: Solar System, Galaxy and Universe:**

- Compare the earth to the other planets in terms of supporting life.
- Describe, compare, and explain the motions of planets, moons, and comets in the solar system.
- Explain how the solar system formed.

**IV.  
SIXTH GRADE  
SOCIAL STUDIES OUTCOMES**

**SURVEY OF THE SOCIAL SCIENCES**

**Time, Continuity and Change:** Understanding the role of history in understanding the past and building the future.

- Analyze historical events using time lines, primary and secondary sources, perspective and critical thinking.

**Space and Place:** Understand geographic concepts related to location, place, human/environment relations, movement and regions.

- Analyze geographic concepts through the use of map and globe skills and use of statistics.

**Production, Distribution and Consumption:** Understand the six fundamental concepts of economics: scarcity; opportunity cost; productivity; economic systems; economic institutions and incentives; exchange, money and interdependence.

- Analyze economic concepts by using and interpreting charts and graph, supply and demand schedules, and stock market tables.
- Explain how societies organize themselves for economic decision making.

**Power, Authority and Governance:** Understand the development of the various forms of government and law.

- Understand how cities are governed, using the Detroit City Charter as an example.
- Describe the political process at the local level and the role of citizen groups.

**Technology and Society:** Understand how technology and media affect society.

- Give examples of the impact of technology and the media on society.

**Global Connections/Multicultural Education:** Understand different cultural groups in the world community.

- Analyze current events, making global connections.

**Civic Participation:** Develop and implement a plan for school/community improvement.

**Skills:** Understand expository text as related to the comprehension of social studies, emphasizing the following:

- the use of chapter and section headings.
  - use of topics and summary sentences.
  - interpretations of charts and graphs.
  - selection of main and subordinate ideas.
- 
- Develop and apply conflict resolution skills in daily living.
  - Evaluate current events in local newspapers.
  - Identify themes and main ideas of expository text.
  - Follow principles of discussion and debate on important issues.

**Values:** Recognize the dignity of self and others.

**V.  
SIXTH GRADE  
TECHNOLOGY OUTCOMES**

Technology is the application of knowledge, materials (tools) and skills to solve practical problems and extend human capabilities. Technological systems/tools can be used in all curricular areas. Most frequently, it is the information technologies that are used to support curricular goals; they are used for communication, creative expression, knowledge and skill acquisition, problem solving, and information management.

When technology outcomes are effectively integrated across curricular areas, the result is a technologically literate individual. The technologically literate person is one who:

- Understands the role and impact of technology upon society, and the related issues such as information access and manipulation.
- Accepts the responsibilities associated with living in the technological oriented Information Age.
- Uses technology as a tool for obtaining, organizing and manipulating information and for communication and creative expression.

The following topics of study are recommended for the sixth grade level:

**PROBLEM SOLVING**

- Develop skills and aptitudes for the efficient and safe use of technological systems.
- Explain the purpose and need for monitoring technological systems.
- Recognize that new technologies, may result in the development of new industries and/or reallocation of resources within industries.

**KNOWLEDGE and PRACTICAL EXPERIENCE**

- Describe the history and advancements in technology, summarize their impact upon society, and prepare for the future.
- Recognize that new technologies often evolve as a result of existing technologies.
- Investigate future technological advancements that are to be marketed in the near and distant future.
- Practical experience (hands-on approach) to learning common everyday technological systems (e.g., telephone, cellular telephone, facsimile machine, calculator, computer,

computer online services, retrieving messages from answering machines, xerox copy machines, Dictaphone, word processor, electric typewriter, programming a VCR, videodiscs, video recorder, microwave oven, and the use of other small electrical appliances, etc.).

- Articulate that computers are tools for information processing, communication, expression, decision making, problem solving, and control of other devices.

## **SOCIAL AND ETHICAL ISSUES**

- Describe the impact of technology on the home, school, community, and workplace.
- Explain world interdependence on technology and the need to share resources and technical expertise.
- Describe how technology impacts information access, analysis, organization, and utilization.

- **APPLICATIONS**

- Use technology media (computer, laser disc technology, video, telecommunication) to effectively search, collect, process and store information.
- Use more advanced features of computer applications software (word processing, database, graphics, telecomputing) within learning activities and introduce the use of spreadsheets to answer “what if” questions.

- **COMPUTER TECHNOLOGY**  
(Data Processing, Database, and Spreadsheet)

- Demonstrate keyboard skills.
- Recognize that computers are tools used for information processing, communication, and control.
- Use more advanced features of computer applications software (word processing, database, graphics, telecommuting) within learning activities.
- Use computer programs as a tool for research and as an aid for other curricular areas (mathematics, writing, reading, art, etc.).



## **VI. SIXTH GRADE ARTS OUTCOMES**

The arts outcomes have been designed to be appropriate and relevant for all students at all levels. The outcomes include knowledge, skills, attitudes, and values, as well as creating and performing arts.

An effective arts program fosters the development of an individual who applies knowledge and skills in art to their personal performance and production of art. This individual is one who:

- Compares and contrasts the roles of visual art, music, drama/theater and dance within a variety of cultures and throughout history.
- Demonstrates techniques to create and perform in the arts.
- Has a personal philosophy of the arts.
- Analyzes and makes judgments about art forms.
- Values his/her own and others creative products and performances as a way of creating meaning and expressing ideas.

### **Knowledge and Understanding about Different Historical, Cultural, and Societal Contexts for the Arts:**

- Know examples from each of the arts that were created during different historical periods.
- Be aware that the arts and artists have a function in our society to inform, define, and cause us to question and reflect.

### **Applying Knowledge about Different Contexts for the Arts using Perceptual, Intellectual and Physical Skills:**

- Identify and analyze attributes of art forms from different historical periods.

### **Knowledge and Understanding about Creating, producing, and Performing in the Arts:**

- Recognize increasingly sophisticated terms in the arts.
- Know some reasons why the arts are created or performed.

**Applying Knowledge about Critically Analyzing the Arts using Perceptual, Intellectual and Physical Skills:**

- Observe, describe and analyze art forms using increasingly richer descriptive language.

**Knowledge and Understanding about an Aesthetic Philosophy in the Arts**

- Know that how we react to artistic forms is a result of perceptions based upon current and past experiences.

**VII.**  
**SIXTH GRADE**  
**AESTHETIC AND CULTURAL**  
**AWARENESS OUTCOMES**

Cultural and aesthetic awareness outcomes acknowledge, address, and are sensitive to the human being in all of us. They help to develop tolerance for diversity, creativity, innovation, imagination, and the ability to become an increasingly discerning person who makes decisions based on high standards of quality. A core curriculum which effectively integrates these outcomes across curricular areas will help develop a person attuned to sensor stimuli and who uses that awareness to make better judgments and choices. This individual is one who:

- Shows appreciation of natural and human-created environment by exhibiting habits of conversation, recycling, maintenance, and environmental improvement.
- Values quality in the performance of products of one's own and other's work.
- Values the creative contributions of all cultures and ethnic groups.
- Makes use of the cultural and aesthetic opportunities available in the community.
- Communicates effectively using verbal and nonverbal communication.
- Exercises individual freedom while exhibiting social responsibility.

**Recognize, Appreciate and Demonstrate the Characteristics of Quality Found Within the Work Done:**

- Exhibit care and planning in producing works of quality.
- Appreciate and enjoy works of others that show quality.
- Demonstrate a respect and support for works of quality by all cultures and people, past and present.

**Recognize and Appreciate the Natural and Human Created Environment as a Source for Aesthetic Impressions and Self-Expression:**

- Recognize and respect the similarities and differences between aesthetic qualities found in the natural and human-created environments of different cultures.
- Demonstrate continued efforts of conservation, recycling, maintenance, and improvement of aesthetic features of the natural and human-created environments.

**Appreciate the Aesthetic Dimensions of Different Cultures, Past and Present:**

- Appreciate the diversity and differences of aesthetic expression exhibited by different cultures.

**Be Aware of Aesthetic and Cultural Opportunities in Leisure Time:**

- Demonstrate the ability to critically assess leisure time activities and consider participation in those that offer aesthetic opportunities.
- Explore and experience aesthetic opportunities available through the home, school and community.

**Create, Appreciate and Critically Evaluate Verbal and Non Verbal Communication:**

- Create forms of verbal and nonverbal communication that successfully convey on the appropriate level of maturity and development, ideas, information and aesthetic expression.

**Appreciate and Understand the Relationship Between Individual Freedom and Social Responsibility:**

- Recognize, appreciate, and exercise their right of freedom of expression while demonstrating the ability to perceive and successfully respond to social and moral tenets.
- Demonstrate both the development of personal ethics and morals, as well as a consideration of those principles, throughout the process of creative expression.

## **VIII. SIXTH GRADE HEALTH OUTCOMES**

The outcome of an effective health program is an individual who knows and understands how to maximize his/her own personal health. This person is a person who:

- Accepts responsibility for personal health decisions and practices.
- Is a discriminating consumer of health information, services, and products.
- Works with others to maintain an ecological balance between human beings and the environment.

The following topics of study are recommended:

### **DISEASE PREVENTION & CONTROL**

- Identify and describe the characteristics of disease.
- Relate disease prevention and control to their lives.
- Identify risk factors associated with disease.

### **PERSONAL HEALTH PRACTICES**

- Evaluate the benefits of incorporating a program of physical activity into one's lifestyle.
- Describe personal responsibility for personal health practices.

### **NUTRITION**

- Assess and evaluate personal eating habits in relationship to reducing health risks.
- Describe the effect of eating disorders on health status.
- Describe the relationship among eating habits, nutrition, and physical performance.

### **GROWTH & DEVELOPMENT**

- Describe the physical and emotional changes occurring during adolescence.
- Describe the range of differences in normal maturation rates of adolescents.
- Identify the role of sexuality in human growth and development.
- Identify abstinence from sexual intercourse as responsible behavior.

## **FAMILY HEALTH**

- Explain the desirability of a mentally healthy lifestyle.
- Accept the normalcy of changes in emotions, feelings, and moods.
- Demonstrate a variety of positive coping behaviors.
- Analyze and evaluate the influence of peer and other social pressures in personal decision-making.
- Demonstrate peer refusal skills in a variety of situations.
- Express needs, wants and feelings appropriately.

## **SUBSTANCE ABUSE PREVENTION**

- Evaluate personal risk for chemical dependency based upon personal, family and environmental factors.
- Apply self-protection, resistance, and peer refusal skills in substance abuse situations.
- Identify community resources for help in substance abuse situations.
- Understand the legal/societal penalties for use of illicit substances.

## **CONSUMER HEALTH**

- Describe agencies within the community that provide health information and health services.
- Identify the effects of advertising on health products choices.

## **SAFETY AND FIRST AID**

- Identify basic first aid techniques for common emergency conditions.
- Evaluate their own safety practices (e.g., transportation, recreation).

## **COMMUNITY HEALTH**

- Identify health problems common to their community.
- Identify the factors that influence community health.

- Examine ways that individuals, communities, and state and federal governments cooperate to promote environmental health.



**IX.**  
**SIXTH GRADE**  
**PHYSICAL EDUCATION OUTCOMES**

The outcome of an effective physical education program is an individual with an optimal fitness level for work and leisure. This person is one who:

- Realizes his/her personal capabilities and optimal potential.
- Has a positive and accurate self-image.
- Have the skills, understanding and motivation to maintain optimal fitness for work and leisure.

Optimal fitness can be attained with the following recommended core curriculum, which provides general outcomes in six areas.

**COGNITIVE CONCEPTS**

- Explain the concepts of physical education as they relate to making wise lifestyle choices in the areas of: cardiovascular endurance, body composition, strength and endurance, posture, flexibility, weight control, and the beneficial effects of activity.

**PHYSICAL FITNESS**

- Maintain healthy levels of cardiovascular endurance.
- Maintain healthy levels of strength and endurance of selected muscular groups.
- Maintain healthy levels of flexibility about selected joints of the body.

**BODY CONTROL SKILLS**

- Demonstrate competence on selected twisting and turning skills.
- Demonstrate competence on selected inverted balance skills.
- Demonstrate competence on selected lifting and lowering skills.

## **SPORTS & LEISURE SKILLS**

- Demonstrate competence on selected objectives that enable participation at a recreational level in at least three leisure sports (e.g., swimming, racquet sport, volleyball).
- Apply appropriate rules, strategies, and etiquette in at least three leisure sports.

## **EFFECTIVE PERSONAL/SOCIAL SKILLS**

- Demonstrate the appropriate behavior related to personal character traits (e.g., best effort, following directions, responsibility, and self control) in selected activities.
- Demonstrate appropriate behavior related to social characteristics (e.g., leadership, cooperation, fair play, winning, and losing) in selected activities.

**X.**  
**SIXTH GRADE**  
**LIFE AND PERSONAL**  
**MANAGEMENT OUTCOMES**

Curricular outcomes in Life and Personal Management foster the development of a responsible person who:

- Analyzes priorities and responsibilities in the home, family, and community and successfully manages life roles, including those of nurturer, caregiver and parent.
- Is a responsible producer and consumer within the family structure.
- Makes ethical and successful decisions for individual and family life styles taking into consideration the impact of societal and technological changes, and the physical, social, intellectual, and emotional needs of individuals and family members.
- Values the cultural and ethnic diversity of the community, nation, and world.
- Exercises legal rights and responsibilities as related to the family.

To attain this educational result, the following categories of outcomes are recommended for the sixth grade level:

**The Relationship Between Life Roles and Management Skills for Individual and Family Members:**

- Recognize personal priorities for home, school, and community.

**The Relationship Between a Responsible Producer and Consumer Within The Family Structure:**

- Define the relationship between a responsible producer and consumer.
- Determine how personal priorities and achievement goals effect consumer decisions.

**Ethical and Successful Decision-Making for Individual and Family Life Styles:**

- Comprehend the relationship between personal priorities and ethical decisions.

**Societal and Technological Changes that Influence Personal and Family Needs:**

- Analyze societal and technological changes and their effects on personal and family environment.

- Identify ways in which individuals and families respond, adapt, and initiate change.

**Safe Environmental Procedures for Personal and Family Well-Being:**

- Recognize personal and governmental roles and responsibilities in the establishment of a safe environment.

**Physical, Social, Intellectual and Emotional Needs of Individuals and Family Members:**

- Comprehend the relationship of life style to needs, wants, and personal priorities.

**The Cultural and Ethnic Variety of Social Contributions of Individuals and Families:**

- Examine family heritage and its relationship to personal priorities.
- Identify a variety of cultural and ethnic backgrounds.
- Explore ways in which culture and ethnic heritage influence life style.

**XI.  
SIXTH GRADE  
CAREER AND EMPLOYABILITY  
OUTCOMES**

When career and employability outcomes are effectively integrated into all curricular areas individuals will acquire knowledge and skills to prepare them to move into the world of work or further education. This individual is one who:

- Uses the basic skills of language (reading, writing, listening, speaking), mathematics, science, and social studies in work-related situations.
- Has a career plan of action and the skills/strategies to implement it.
- Is an effective team member.
- Demonstrates honesty, integrity, and respect for others.

The following outcomes are recommended:

**Basic Knowledge and Skills Necessary for Successful Employment and/or Further Education:**

- Describe the characteristics of effective communication in the workplace.
- Recognizes the dignity of all work.

**Personal and Employability Skills for Successful Transition from School to Work and/or Advanced Education:**

- Investigate career opportunities including those nontraditional for their sex.
- Describe one's personal traits, interest, priorities, strengths, and weaknesses.
- Demonstrate grooming, dress and personal hygiene appropriate to the classroom and explain how these skills will translate into workplace behaviors.
- Meet or exceed standards for class work and attendance and explain the importance of regular attendance and quality work for continuing education or for the workplace.
- Demonstrate honesty, integrity, and respect for others and explain the importance of these characteristics for future school and/or work experiences.

**Awareness of Entrepreneurship:**

- Describe various economic systems and their impact in the world economy.
- Analyze the monetary value of occupations as it relates to the world economy.
- Investigate business ownership as a career option.
- Identify personal characteristics of entrepreneurs.

**Occupational Skills and Knowledge to Obtain and Sustain Employment and/or Advanced Education:**

- Investigate technological applications and their effect on various occupations.
- Demonstrate proper use of technical tools, machines, materials, and processes.
- Describe one's personal traits, interests, priorities, strengths, and weaknesses.
- Demonstrate grooming, dress and personal hygiene appropriate to the classroom and explain how these skills will translate into workplace behaviors.
- Meet or exceed standards for class work and attendance and explain the importance of regular attendance and quality work for continuing education or for the workplace.
- Demonstrate honesty, integrity, and respect for others and explain the importance of these characteristics for future school and/or work experiences.

**Awareness of Entrepreneurship:**

- Describe various economic systems and their impact in the world economy.
- Analyze the monetary value of occupations as it relates to the world economy.
- Investigate business ownership as a career option.
- Identify personal characteristics of entrepreneurs.

**Occupational Skills and Knowledge to Obtain and Sustain Employment and/or Advanced Education:**

- Investigate technological applications and their effect on various occupations.
- Demonstrate proper use of technical tools, machines, materials, and processes.
- Employ safety practices in using technical equipment and materials in the classroom/laboratory.

**Teamwork:**

- Describe how the unique traits, interests, values, strengths, and weaknesses of self and others contribute to the completion of projects.
- Demonstrate openness and adaptability in a variety of learning situations.
- Apply constructive criticism with team members in order to move toward accomplishment of team goals.



**I.**  
**SEVENTH GRADE**  
**ENGLISH/LANGUAGE ARTS**  
**OUTCOMES**

**LISTENING/SPEAKING**

**LISTENING** – The listening process begins with the perceptual process of hearing and the ability to engage in both auditory and visual discrimination among sounds and visual images. The effective listener will progress from the recognition of meaningful language sounds to the ability to discriminate emotional language and feeling in paralinguistic sounds.

**SPEAKING** – Messages are the ideas that a communicator seeks to impart to his or her audience. The intended verbal message will be affected by nonverbal elements. In developing the content for a message, a communicator must analyze the audience, apply ethical standards, consider various elements of evidence and reasoning, and frame the ideas in appropriate language.

**Meaning and Communication:**

- Display attentive listening behaviors in a variety of situations (e.g., visualization, ask questions to clarify messages and extend meaning, respond appropriately to questions).
- Apply inductive and deductive reasoning by analyzing features, similarities and differences.
- Demonstrate knowledge of formal/informal communication (e.g., presentations with visual aids, speeches to persuade, explain, inform, entertain, debate, radio/TV scripts, storytelling).
- Assess and adjust one's messages and/or speaking techniques to a particular audience and situation.

**Genre and Craft of Language:**

- Use a varied vocabulary in expressing feeling, thoughts, describing experiences and responding to others (e.g., summarizing, reciting/retelling, collaborating on original stories).
- Apply the mechanics of speech employing appropriate tone, volume, pauses, gestures, facial expressions and movements that aid in conveying/understanding messages.
- Compare/contrast various media and genre to identify similarities and differences in form, content, purpose (e.g., informational text, poetry, dram, historical fiction, mystery,

fantasy).

**Diversity and Culture:**

- Respond to messages by employing appropriate verbal and nonverbal responses (e.g., use body language to indicate approval/disapproval, agreement/disagreement) to provide constructive feedback.

**Critical Standards:**

- Speak using a variety of standard English sentence structures.
- Modify one's language to a variety of situations (standard, colloquial, slang).

**Meaning and Communication:**

- Construct meaning, concepts, themes, and major ideas from multiple texts (e.g., poetic, narrative, technical).
- Demonstrate understanding of story elements by identifying characters, setting, plot/theme, mood, author's purpose.
- Integrate textual information from a variety of texts combined with one's own knowledge (e.g., generating questions, analyzing mood, tone, recognizing how authors combine information from different sources and determine form and content).

**Meaning and Communication: Decoding:**

- Use a combination of strategies when encountering vocabulary while constructing meaning (e.g., using context, word analysis, verbal strategies, word origins, sentence structure, dictionary, thesaurus).

**Meaning and Communication: Vocabulary:**

- Increase vocabulary knowledge by using a variety of strategies such as semantic analysis, feature analysis, and wide reading and self-initiated writing.

**Diversity and Culture:**

- Compare and contrast the literary styles and perspectives of authors from diverse societies and cultures (e.g., Maya Angelou, Langston Hughes, Piri Thomas, Rodolfo Gonzales, Jeanne Wakatsuki Huston) in book reviews/reports/critiques/presentation.

**Self Regulation and Reflection:**

- Utilize metacognitive strategies to monitor construction of meaning with narrative, informational and functional text (e.g., using adjunct aids, scanning, organizational patterns).
- Take responsibility for increasing one's learning by reading progressively longer passages/selections.

**B. READING/LITERATURE**

READING – Reading is a process used to acquire information from print. The purpose of these reading outcomes is to prepare students to meet the demands related to constructing meaning from text materials:

- under instructional conditions.
- for all possible purposes.
- in all subject areas.
- Both the developmental and remedial programs should reflect the nature of the demands, the conditions, and the purposes for reading.

LITERATURE - Literature is the artful use of language to depict selected aspects of the human experience. It is the expression of thoughts and feelings embodying imagination and reflecting diverse cultural systems. Literature may experienced in an oral, written, or visual mode and may be enjoyed on many levels. Studying literature enables students to enlarge their world by:

- Experiencing vicariously other times, places and events.
- Acquiring new information.
- Gaining insights about themselves, others, and the world in which they live.

**Depth of Understanding:**

- Compare/contrast literature to one's own experiences and apply to one's life (e.g., rights and responsibilities, relationships with others, conflict and cooperation).

#### **Ideas in Action:**

- Interpret and respond to practical life skills' situations (e.g., understanding advertising techniques, following directions, completing forms and applications).

#### **Inquiry and Research:**

- Identify and use extensive resources to investigate questions/topics (e.g., table of contents, index, glossaries, library catalog, quest speakers, interviews, surveys, ERIC, ProQuest).

#### **Critical Standards:**

- Select and read a variety of materials for enjoyment to extend one's knowledge for pleasure, to acquire information and to perform tasks.

### **C. WRITING**

WRITING – Writing is both a way of thinking and communicating, as well as a mode for learning in all curricular areas. It can be a means of self-discovery, and of finding out what we believe and know. Writing serves both the public and personal needs of students.

Writing should be taught within the framework of the writing process: prewriting, drafting, revising, proofreading, and publishing. Students should maintain their writing portfolios in some type of collection for the purposes of reporting to parents, “conferencing” with teachers, and determining growth in writing.

#### **Meaning and Communication:**

- Demonstrate competency in keyboarding skills (e.g., typewriters, word processors, computers).
- Employ process writing in composing text employing elements and characteristics of poetry and narrative text and organizational patterns of informational text (e.g., advertising copy, character sketches, scripts, short stories, class notes, news reports, editorials, reviews, multiparagraph themes).
- Utilize writing as a tool to organize and summarize information from multiple texts (e.g., journal writing, graphic organizers and essays, international pen pals).

#### **Genre and Craft of Language:**

- Demonstrate a varied vocabulary in expressing feelings, thoughts, describing experiences and responding to others (e.g., summarizing, reciting/retelling, collaborating on original stories).
- Formulate and express ideas using aspects of writer's craft such as flashback, imagery and humorous/persuasive techniques.
- Use writing mechanics that clarify meaning (appropriate punctuation, grammatical constructions, conventional spelling, variety in sentence structure and paragraphing ).

#### **Depth and Understanding:**

- Compare/contrast selections with a common theme (e.g., coming of age, rites of passage, life/death) that reflect diverse point of view.

#### **Inquiry and Research:**

- Create charts, learning logs, graphs and write abstracts to record the results of scientific investigations and research projects.

#### **Critical Standards:**

- Self-select/maintain pieces of writing for a portfolio based upon establish criteria.

## II. SEVENTH GRADE MATHEMATICS OUTCOMES

The advances of technology have profoundly influenced society. The world today increasingly depends on information processing to solve problems. This revolution in technology will create professions requiring abilities and skills in mathematics and in decision making. To meet these needs, schools should provide a comprehensive mathematics curriculum that teaches the fundamentals of mathematics, develops critical thinking skills, and nurtures logical reasoning.

A mathematically literate person is one who:

- Values mathematics.
- Has confidence in his/her ability to do mathematics demonstrating conceptual understanding as well as proficiency in operations skills.
- Applies conceptual understanding, operational skills, and technological tools to problem solving.
- Communicates mathematical ideas orally and in writing.
- Reasons mathematically.

The following topics of study are recommended:

**Whole Numbers and Numeration:** Use number properties to solve problems; represent whole numbers in scientific notation and conversely. Use multiples and factors. Estimate and mentally compute selected whole numbers.

- **Fractions, Decimals, Ratio, And Percent:** Compute with fractions/decimals. Model, estimate and find quotients of fractions and relate to algorithms; model, represent and mentally find equivalent expressions of fractions, decimals and percents. Use a calculator to compare and order fractions using decimal equivalents. Find a percent of a number.
- **Measurement:** Model and describe the properties and relationships of circular figures; measure and construct angles. Apply knowledge of the relationships among the basic metric units to solve multi-step problems.
- **Geometry:** Model, identify and describe the properties of angles; specify and estimate locations and distances in a formal coordinate plane.

- **Statistics and Probability:** Construct, read, describe and interpret circle graph; determine patterns, see trends, predict outcomes, make choices; determine probability of simple events. Generate tales using calculators and computers, including use of spreadsheets.
- **Algebraic Ideas:** Solve linear equations using concrete and informal methods; model and find sums and differences of integers and relate to algorithms; use patterns and functions to represent and solve problems; construct and identify a graph, given a table of values for an equation, and conversely. Solve problems represented physically, symbolically, or verbally. Use variables to write and solve open sentences.
- **Problem Solving and Logical Reasoning:** Determine and apply necessary steps to solve a problem, evaluate the solution and formulate an extension to a problem; select and apply appropriate problem-solving strategies; use logical reasoning to solve a problem and to draw valid conclusions from given information.

**Technology:** Use the scientific calculator and computer to solve problems. Describe certain common limitations to calculators and interpret calculator-displayed symbols.

#### **Multicultural/Attitudinal:**

- Demonstrate an awareness of various perspectives in the development of mathematics through examples of folklore, customs, symbols and practices related to mathematics;
- Demonstrate a historically accurate perspective of the development of mathematics;
- Demonstrate an understanding and respect for the contributions of one's own cultural/ethnic heritage as well as the contribution of other cultural/ethnic groups to the development of mathematics.
- Demonstrate a respect and understanding for a variety of viewpoints in problem situations and make judgments and decisions on the basis of evidence;
- Demonstrate a confidence in and a positive attitude toward one's own ability to do mathematics;
- Demonstrate an understanding that the study of mathematics is relevant to one's own development and related to other content areas;
- Demonstrate a responsibility for one's own learning and the willingness to assist and work with others in solving problems.

### **III. SEVENTH GRADE SCIENCE OUTCOMES**



Scientific literacy is the outcome of an effective science program that encourages reflection on the nature of science and the construction of new knowledge while the student learns and applies the principles and concepts of life, physical, earth and space science in many different real-world situations. The scientifically literate individual is one who:

- Uses scientific knowledge in a variety of real-world situations.
- Reflects on the nature of scientific knowledge.
- Constructs new personal knowledge from science.

**Constructing New Scientific Knowledge:** Scientifically literate students are effective learners as well as knowers of science. They can use new information, inquiry skills, and scientific habits of mind to build on and change their ideas about how the world works. The skills and habits of mind that follow are not, however, generic abilities to be taught separately from specific subject matter knowledge. They must be considered as outcomes only in the context of learning or constructing new scientific knowledge. The intended outcome for the seventh grade student will be to:

- Generate scientific questions about the world based on observation.
- Design and conduct simple investigations.
- Investigate toys/simple appliances and explain how they work, using instructions and appropriate safety.
- Use measurement devices to provide consistency in an investigation.
- Use sources of information to help solve problems.
- Write and follow procedures in the form of step-by-step instructions, recipes, formulas, flow diagrams and sketches.

**Reflecting on Scientific Knowledge:** Scientifically literate students have an understanding of the nature of science and the scientific enterprise that allows them to analyze and reflect their own knowledge and on scientific knowledge in general, and to understand the impact of science and technology on society. The intended outcome for the seventh grade student will be to:

- Evaluate the strengths and weaknesses of claims, arguments, or data.
- Describe limitations in personal knowledge.

- Show how common themes of science, mathematics, and technology apply in selected real world contexts.
- Describe the benefits and risks of new technologies.
- Recognize the contributions made in science by cultures and individuals of diverse backgrounds.

#### **Life Science: Cells:**

- Describe similarities/differences between single-celled and multicellular organisms.
- Explain why specialized cells are needed by plants and animals.
- Explain how cells use food as a source of energy.

#### **Life Science: Heredity:**

- Describe how the characteristics of living things are passed through generations.
- Describe how heredity and environment may influence/determine characteristics of an organism.

#### **Life Science: Organization on Living Things:**

- Compare and classify organisms into major groups on the basis of their structure.
- Describe the life cycle of the flowering plant.
- Explain how selected systems and processes work together in plants and animals.

#### **Life Science: Evolution:**

- Describe how biologists might trace possible evolutionary relationships among present and past life forms.

**Life Science: Ecosystems:**

- Describe common patterns of relationships among populations.
- Predict the effects of changes in one population in a food web on other populations.
- Describe how all organisms in an ecosystem acquire energy directly or indirectly from light.
- Describe the likely succession of a given ecosystem over time.
- Identify some common materials that cycle through the environment.
- Describe ways in which humans alter the environment.
- Explain how humans use and benefit from plant and animal materials.

**Physical Science: Changes in Matter:**

- Describe common physical changes in materials: evaporation, condensation, thermal expansion, and contraction.
- Describe common chemical changes in terms of properties of reactants and products.
- Distinguish between physical and chemical changes in natural and technological systems.
- Describe how waste products accumulating from natural and technological activity create pollution.

**Physical Science: Matter and Energy:**

- Measure physical properties of objects or substances (mass, weight, temperature, dimensions, areas, volume).
- Describe when length, mass, weight, area or volume are appropriate to describe the size of an object.
- Classify substances as elements, compounds, or mixtures.
- Describe matter as consisting of extremely small particles (atoms) which bond to form molecules.
- Describe the arrangement and motion of molecules in solids, liquids, and gases.

- Describe energy and the many common forms it take (mechanical, heat, light, sound, electrical).
- Describe how common forms of energy can be converted, one to another.
- Describe electron flow in simple electrical circuits.
- Use electric circuits to create magnetic fields.

#### **Physical Science: Motion of Objects:**

- Qualitatively describe and compare motions in three dimensions.
- Relate changes in speed or direction to unbalanced forces in two dimensions.
- Describe the forces exerted by magnets, electrically charged objects, and gravity.
- Design strategies for moving objects by application of forces, including the use of simple machines.

#### **Physical Science: Waves and Vibrations:**

- Explain how sound travels through different media.
- Explain how echoes occur and how they are used.
- Explain how light helps us to see.
- Explain how objects or media reflect, refract, transmit, or absorb light.
- Describe the motion of pendulums or vibrating objects (frequency, amplitude).

#### **Earth and Space Science: Geosphere:**

- Describe and identify surface features using maps.
- Explain how rocks and minerals are formed.
- Explain how rocks and fossils are used to determine the age and geological history of the earth.
- Explain how rocks are broken down, how soil is formed, and how surface features change.

- Explain how technology changes the surface of the earth.

#### **Earth and Space Science: Hydrosphere:**

- Describe various forms that water takes on the earth's surface and conditions under which they exist.
- Describe how rain water in Michigan reaches the oceans.
- Describe the origins of pollution in the hydrosphere.

#### **Earth and Space Science: Atmosphere and Weather:**

- Describe the composition and characteristics of the atmosphere.
- Describe patterns of changing weather and how they are measured.
- Explain the water cycle and its relationship to weather patterns.
- Describe health effects of polluted air.

#### **Earth and Space Science: Solar System, Galaxy and Universe:**

- Compare the earth to the other planets in terms of supporting life.
- Describe, compare, and explain the motions of planets, moons, and comets in the solar system.
- Describe and explain common observations of the day and night skies.
- Explain how the solar system formed.

**IV.  
SEVENTH GRADE  
SOCIAL STUDIES OUTCOMES**

**WORLD GEOGRAPHY**

**Time, Continuity and Change:** Understand how world regions have adapted to change.

- Discuss how indigenous peoples of the world adapted to change.
- Analyze population patterns of world areas.

**Space and Place:** Understand how geography affects the social, economic and political development of cultural groups across the world.

- Recognize and analyze differences caused by adaption to different physical environments.

**Production, Distribution and Consumption:** Demonstrate knowledge of the role of natural resources in the development of a region's economy.

- Illustrate how natural resources have impacted the economy of various regions.

**Power, Authority and Governance:** Demonstrate knowledge of regional governments.

- Compare various types of governments in various world regions.

**Technology and Society:** Understand how technology is used to change the environment.

- Examine how people in various regions use technology to change their environments to improve their ways of life.
- Examine how technology has been used to overcome geographic barriers that separate people.

**Global Connections/Multicultural Education:** Understand how geography affects the development of cultures.

- Define and illustrate culture, giving examples of how components of one culture are borrowed by another culture.

**Civic Participation:** Participation in a school beautification project.

**Skills:** Use various types of maps, charts and graphs to obtain information from expository text. Understand expository text as it relates to the comprehension of social studies, emphasizing the following:

- the use of chapter and section headings.
  - use of topics and summary sentences.
  - the interpretation of charts and graphs.
  - selection of main and subordinate ideas.
- 
- Compare and contrast geographical features of different regions.

**Values:** Recognize the responsibility to preserve the earth and its resources.



**V.**  
**SEVENTH GRADE**  
**TECHNOLOGY OUTCOMES**

Technology is the application of knowledge, materials (tools) and skills to solve practical problems and extend human capabilities. Technological systems/tools can be used in all curricular areas. Most frequently, it is the information technologies that are used to support curricular goals; they are used for communication, creative expression, knowledge and skill acquisition, problem solving, and information management.

When technology outcomes are effectively integrated across curricular areas, the results is a technologically literate individual. The technologically literate person is one who:

- Understands the role and impact of technology upon society, and the related issues such as information access and manipulation.
- Accepts the responsibilities associated with living in the technological oriented Information Age.
- Identifies when to use technology to solve a problem or accomplish a task and then selects and utilizes the appropriate technological system.
- Uses technology as a tool for obtaining, organizing and manipulating information and for communication and creative expression.

The following topics of study are recommended for the seventh grade level:

**PROBLEM SOLVING**

- Selection of the best combination of resources to operate the most appropriate technological system for the problem to be solved.
- Explain the purpose and need for monitoring technological systems.
- Recognize that new technologies, may result in the development of new industries and/or reallocation of resources within industries.
- Develop skills and aptitudes for the efficient and safe use of a technological system.

## **KNOWLEDGE and PRACTICAL EXPERIENCE**

- Describe technology-related careers.
- Describe the history and advancements in technology, summarize their impact upon society, and prepare for the future.
- Recognize the history and advancements in technology, summarize their impact upon society, and prepare for the future.
- Recognize that new technologies often evolve as a result of existing technologies.
- Investigate future technological advancements that are to be marketed in the near and distant future.
- Practical experience (hands-on-approach) to learning common every day technological systems (e.g., telephone, cellular telephone, facsimile machine, calculator, computer, computer on-line services, retrieving messages from answering machines, xerox copy machines, dictaphone, word processors, electric typewriter, programming a VCR, videodiscs, video recorder, microwave oven, and the use of other small electrical appliances, etc.).
- Understand the need to develop flexible attitudes and transferable skills.
- Articulate that computers are tools for information processing, communication, expression, decision making, problem solving, and control of other devices.
- Describe available information technologies, their functions and capabilities.

## **SOCIAL AND ETHICAL ISSUES**

- Describe the impact of technology on the home, school, community, and workplace.
- Explain world interdependence on technology and the need to share resources and technical expertise.
- Describe how technology impacts information access, analysis, organization, and utilization.

## **APPLICATIONS**

- Demonstrate the use of system commands on a computer program to control a technological system.
- Use technology media (computer, laser disc technology, video, telecommunication) to effectively search, collect, process and store information.
- Use more advanced features of computer applications software (word processing, database, graphics, tele computing) within learning activities and introduce the use of spreadsheets to answer “what if” questions.
- Use information technologies as tools for creative expression and communication of ideas.

## **COMPUTER TECHNOLOGY (Data Processing, Database, and Spreadsheet)**

- Demonstrate keyboard skills.
- Recognize that computers are tools used for information processing, communication, and control.
- Use computers to assist in solving technological problems.
- Use more advanced features of computer applications software (word processing, database, graphics, telecomputing) within learning activities.
- Use computer programs as a tool for researching and as an aid for other curricular areas (mathematics, writing, reading, etc.).

**VI.**  
**SEVENTH GRADE**  
**ARTS OUTCOMES**

**The arts outcomes have been designed to be appropriate and relevant for all students at all levels. The outcomes include knowledge, skills, attitudes, and values, as well as creating and performing art.**

An effective arts program fosters the development of an individual who applies knowledge and skills in art to their personal performance and production of art. This individual is one who:

- Compares and contrasts the roles of visual art, music, drama/theater and dance within a variety of cultures and throughout history.
- Demonstrates techniques to create and perform in the arts.
- Has a personal philosophy of the arts.
- Analyzes and makes judgments about art forms.
- Values his/her own and others creative products and performances as a way of creating meaning and expressing ideas.
- 

**Knowledge and Understanding about Different**  
**Historical, Cultural, and Societal Contexts for the Arts:**

- Know examples from each of the arts that were created during different historical periods.
- Be aware that the arts and artists have a function in our society to inform, define, and cause us to question and reflect.

Applying Knowledge about Different Contexts for the  
**Arts using Perceptual, Intellectual and Physical Skills:**

- Identify and analyze attributes of art forms from different historical periods.
- Identify and analyze attributes of art forms from different cultures.

**Knowledge and Understanding about Creating,**

**Producing, and Performing in the Arts:**

- Recognize increasingly sophisticated terms in the arts.
- Know additional expressive media used in the creation or performance of art forms.
- Know some reasons why the arts are created or performed.

**Applying Knowledge about Critically Analyzing the Arts using Perceptual, Intellectual and Physical Skills:**

- Observe, describe and analyze art forms using increasingly richer descriptive language.

**Knowledge and Understanding about *an Aesthetic Philosophy in the Arts:***

- Know that how we react to artistic forms is a result of perceptions based upon current and past experiences.
- Know that aesthetics is an attempt to explain why some experiences are valued and cherished for their own sake rather than as a means to a particular end.

**VII.**  
**SEVENTH GRADE**  
**AESTHETIC AND CULTURAL**  
**AWARENESS OUTCOMES**

Cultural and aesthetic awareness outcomes acknowledge, address, and are sensitive to the human being in all of us. They help to develop tolerance for diversity, creativity, innovation, imagination, and the ability to become an increasingly discerning person who makes decisions based on high standards of quality. A core curriculum which effectively integrates these outcomes across curricular areas will help develop a person attuned to sensor stimuli and who uses that awareness to make better judgments and choices. This individual is one who:

- Shows appreciation of natural and human-created environment by exhibiting habits of conversation, recycling, maintenance, and environmental improvement.
- Values quality in the performance of products of one's own and other's work.
- Values the creative contributions of all cultures and ethnic groups.
- Makes use of the cultural and aesthetic opportunities available in the community.
- Communicates effectively using verbal and nonverbal communication.
- Exercises individual freedom while exhibiting social responsibility.

**Recognize, Appreciate and Demonstrate the Characteristics of Quality Found Within the Work Done:**

- Exhibit care and planning in producing works of quality.
- Appreciate and enjoy works of others that show quality.
- Demonstrate a respect and support for works of quality by all cultures and people, past and present.

**Recognize and Appreciate the Natural and Human Created Environment as a Source for Aesthetic Impressions and Self-Expression:**

- Recognize and respect the similarities and differences between aesthetic qualities found in the natural and human-created environments of different cultures.
- Demonstrate continued efforts of conservation, recycling, maintenance, and improvement of aesthetic features of the natural and human-created environments.

- Recognize those aspects of the natural and human-created environments that evoke an aesthetic impression and provide inspiration for self-expression.

### **Appreciate the Aesthetic Dimensions of Different Cultures, Past and Present:**

- Appreciate the diversity and differences of aesthetic expression exhibited by different cultures.

### **Be Aware of Aesthetic and Cultural Opportunities in Leisure Time:**

- Demonstrate the ability to critically assess leisure time activities and consider participation in those that offer aesthetic opportunities.
- Explore and experience aesthetic opportunities available through the home, school and community.
- Participate as both an originator and an audience member as they explore a variety of mediums of aesthetic expression.

### **Create, Appreciate and Critically Evaluate Verbal and Non Verbal Communication:**

- Create forms of verbal and nonverbal communication that successfully convey on the appropriate level of maturity and development, ideas, information and aesthetic expression.

### **Appreciate and Understand the Relationship Between Individual Freedom and Social Responsibility:**

- Recognize, appreciate, and exercise their right of freedom of expression while demonstrating the ability to perceive and successfully respond to social and moral tenets.
- Demonstrate both the development of personal ethics and morals, as well as a consideration of those principles, throughout the process of creative expression.



## VIII. SEVENTH GRADE HEALTH OUTCOMES

The outcome of an effective health program is an individual who knows and understands how to maximize his/her own personal health. This person is a person who:

- Accepts responsibility for personal health decisions and practices.
- Is a discrimination consumer of health information, services, and products.
- Works with others to maintain an ecological balance between human beings and the environment.

The following topics of study are recommended, with specific outcomes delineated for the middle/junior high school level.

### **DISEASE PREVENTION & CONTROL**

- Identify and describe the characteristics of disease.
- Related disease prevention and control to their lives.
- Identify risk factors associated with disease.

### **PERSONAL HEALTH PRACTICES**

- Evaluate the benefits of incorporating a program of physical activity into one's lifestyle.
- Describe personal responsibility for personal health practices.

### **NUTRITION**

- Assess and evaluate personal eating habits in relationship to reducing health risks
- Describe the effect of eating disorders on health status.
- Describe the relationship among eating habits, nutrition, and physical performance.

### **GROWTH & DEVELOPMENT**

- Describe the physical and emotional changes occurring during adolescence.
- Describe the range of differences in normal maturation rates of adolescents.

- Identify the role of sexuality in human growth and development.
- Identify abstinence from sexual intercourse as responsible behavior.

### **FAMILY HEALTH**

- Explain the desirability of a mentally healthy lifestyle.
- Accept the normalcy of changes in emotions, feelings, and moods.
- Demonstrate a variety of positive coping behaviors.
- Analyze and evaluate the influence of peer and other social pressures in personal decision-making.
- Demonstrate peer refusal skills in a variety of situations.
- Express needs, wants, and feelings appropriately.

### **SUBSTANCE ABUSE PREVENTION**

- Evaluate personal risk for chemical dependency based upon personal, family and environmental factors.
- Apply self-protection, resistance, and peer refusal skills in substance abuse situations.
- Identify community resources for help in substance abuse situations.
- Understand the legal/societal penalties for use of illicit substances.

### **CONSUMER HEALTH**

- Describe agencies within the community that provide health information and health services.
- Identify the effects of advertising on health product choices.

### **SAFETY AND FIRST AID**

- Identify basic first aid techniques for common emergency conditions.
- Evaluate their own safety practice (e.g., transportation, recreation).

### **COMMUNITY HEALTH**

- Identify health problems common to their community.
- Identify the factors that influence community health.
- Examine ways that individuals, communities, and state and federal governments cooperate to promote environmental health.

## **IX**

### **SEVENTH GRADE**

### **PHYSICAL EDUCATION OUTCOMES**

The outcome of an effective physical education program is an individual with an optimal fitness level for work and leisure. This person is one who:

- Realizes his/her personal capabilities and optimal potential.
- Has a positive and accurate self-image.
- Has the skills, understanding and motivation to maintain optimal fitness for work and leisure.

Optimal fitness can be attained with the following recommended core curriculum, which provides general outcomes in six areas.

#### **COGNITIVE CONCEPTS**

- Explain the concepts of physical education as they relate to making wise lifestyle choices in the areas of: cardiovascular endurance, body composition, strength and endurance, posture, flexibility, weight control, and the beneficial effects of activity.

#### **PHYSICAL FITNESS**

- Maintain healthy levels of cardiovascular endurance.
- Maintain healthy levels of strength and endurance of selected muscular groups.
- Maintain healthy levels of flexibility about selected joints of the body.

#### **BODY CONTROL SKILL**

- Demonstrate competence on selected twisting and turning skills.
- Demonstrate competence on selected inverted balance skills,
- Demonstrate competence on selected lifting and lowering skills.

#### **SPORTS & LEISURE SKILLS**

- Demonstrate competence on selected objectives that enable participation at a recreational level in at least three leisure sports (e.g., swimming, racquet sports, volleyball).
- Apply appropriate rules, strategies, and etiquette in at least three leisure sports.

## **EFFECTIVE PERSONAL/SOCIAL SKILLS**

- Demonstrate the appropriate behavior related to personal character traits (e.g., best effort, following directions, responsibility, and self control) in selected activities.
- Demonstrate appropriate behavior related to social characteristics (e.g., leadership, cooperation, fair play, winning, and losing) in selected activities.

**X.**  
**SEVENTH GRADE**  
**LIFE AND PERSONAL**  
**MANAGEMENT OUTCOMES**

Curricular outcomes in Life and Personal Management foster the development of a responsible person who:

- Analyzes priorities and responsibilities in the home, family, and community and successfully manages life roles, including those of nurturer, caregiver and parent.
- **Create** a responsible producer and consumer within the family structure.
- Makes ethical and successful decisions for individual and family life styles taking into consideration the impact of societal and technological changes, and the physical, social, intellectual, and emotional needs of individuals and family members.
- Values the cultural and ethnic diversity of the community, nation, and world.
- Exercises legal rights and responsibilities as related to the family.

To attain this educational result, the following categories of outcomes are recommended for the seventh grade level:

**The Relationship Between Life Roles and Management Skills for Individual and Family Members:**

- Recognize personal priorities for home, school, and community.

**The Relationship Between a Responsible Producer and Consumer Within The Family Structure:**

- Explore the relationships between personal work attitudes and responsible performance in the workplace.
- Define the relationship between a responsible producer and consumer.
- Determine how personal priorities and achievement goals affect consumer decisions.

**Ethical and Successful Decision-Making for Individual and Family Life Styles:**

- Comprehend the relationship between personal priorities and ethical decisions.

**Societal and Technological Changes that Influence Personal and Family Needs:**

- Analyze societal and technological changes and their effects on personal and family environment.
- Identify ways in which individuals and families respond, adapt, and initiate change.

#### **Safe Environmental Procedures for Personal and Family Well-Being:**

- Recognize personal and governmental roles and responsibilities in the establishment of a safe environment.

#### **Physical, Social, Intellectual and Emotional Needs of Individuals and Family Members:**

- Comprehend the relationship of life style to needs, wants, and personal priorities.
- Explore factors that relate to an individual and/or family member's personal, physical, intellectual and emotional needs.

#### **The Cultural and Ethnic Variety of Social Contributions of Individuals and Families:**

- Examine family heritage and its relationship to personal priorities.
- Identify a variety of cultural and ethnic backgrounds.
- Explore ways in which culture and ethnic heritage influence life style.



**XI.**  
**SEVENTH GRADE**  
**CAREER AND EMPLOYABILITY**  
**OUTCOMES**

**When career and employability outcomes are effectively integrated into all curricular areas individuals will acquire knowledge and skills to prepare them to move into the world of work or further education. This individual is one who:**

- **Uses the basic skills of language (reading, writing, listening, speaking), mathematics, science, and social studies in work-related situations.**
- **Has a career plan of action and the skills/strategies to implement it.**
- **Is an effective team member.**
- **Demonstrates honesty, integrity, and respect for others.**

**The following outcomes are recommended:**

**Basic Knowledge and Skills Necessary for Successful Employment and/or Further Education:**

- **Describe the characteristics of effective communication in the workplace.**
- **Read and interpret occupationally-oriented graphs, charts, and displays.**
- **Describe the relationships of life, physical, and earth sciences to the workplace.**

**Personal and Employability Skills for Successful Transition from School to Work and/or Advanced Education:**

- **Investigate career opportunities including those nontraditional for their sex.**
- **Describe one's personal traits, interests, priorities, strengths, and weaknesses.**
- **Describe job seeking skills.**
- **Contribute new ideas and alternative strategies for solving problems.**
- **Demonstrate positive leadership behaviors.**
- **Develop with parent(s) or guardian(s) and school personnel, and educational and career plan of action.**

- Describe the effects of employee productivity, loyalty, and competence.
- Demonstrate honesty, integrity, and respect for others and explain the importance of these characteristics for future school and/or work experiences.
- Demonstrate grooming, dress and personal hygiene appropriate to the classroom and explain how these skills will translate into workplace behaviors.
- Translate knowledge of labor market information and training opportunities into a career decision.

Awareness of Entrepreneurship:

- Describe various economic systems and their impact in the world economy.
- Analyze the monetary value of occupations as it relates to the world economy.
- Investigate business ownership as a career option.
- Identify personal characteristics of entrepreneurs.

Occupational Skills and Knowledge to Obtain and Sustain Employment and/or Advanced Education:

- Investigate technological applications and their effect on various occupations.
- Demonstrate proper use of technical tools, machines, materials, and processes.
- Employ safety practices in using technical equipment and materials in the classroom/laboratory.

**I.**  
**EIGHTH GRADE**  
**ENGLISH/LANGUAGE ARTS OUTCOMES**  
**LISTENING/SPEAKING**

**LISTENING-** The listening process begins with the perceptual process of hearing and the ability to engage in both auditory and visual discrimination among sounds and visual images. The effective listener will progress from the recognition of meaningful languages sounds to the ability to discriminate emotional language and feeling in paralinguistic sounds.

**SPEAKING-** Messages are the ideas that a communicator seeks to impart to his or her audience. The intended verbal message will be affected by nonverbal elements. In developing the content for a message, a communicator must analyze the audience, apply ethical standards, consider various elements of evidence and reasoning, and frame the ideas in appropriate language.

**Meaning and Communication:**

- Display attentive listening behaviors in a variety of situations (e.g., visualization, ask questions to clarify messages and extend meaning, respond appropriately to questions).
- Apply inductive and deductive reasoning by analyzing features, similarities and differences.
- Demonstrate knowledge of formal/informal communication (e.g., presentations with visual aids, speeches to persuade, explain, inform, entertain, debate, radio/TV scripts, storytelling).
- Assess and adjust one's messages and/or speaking techniques to a particular audience and situation.

**Genre and Craft of Language:**

- Use a varied vocabulary in expressing feelings, thoughts, describing experiences and responding to others (e.g., summarizing, reciting/retelling, collaborating on original stories).
- Apply the mechanics of speech employing appropriate tone, volume, pauses, gestures, facial expressions and movements that aid in conveying/understanding messages.
- Analyze various media and genre in terms of form, content, purpose (e.g., informational text, short stories, novels, science fiction).

### **Diversity and Culture:**

- Respond to messages by employing appropriate verbal and nonverbal responses (e.g., use body language to indicate approval/disapproval, agreement/disagreement) to provide constructive feedback.

### **Critical Standards:**

- Speak using a variety of standard English sentence structures.
- Modify one's language to a variety of situations (standard, colloquial, slang).

### **Meaning and Communication:**

- Construct meaning, concepts, themes, and major ideas from multiple texts (e.g., poetic, narrative, technical).
- Demonstrate understanding of story elements by identifying characters, setting, plot/theme, mood, author's purpose.

- Integrate textual information from a variety of texts combined with one's own knowledge (e.g., generating questions, analyzing mood, tone, recognizing how authors combine information from different sources and determine form and content).

### **Meaning and Communication: Decoding:**

- Use a combination of strategies when encountering vocabulary while constructing meaning (e.g., using context, word analysis, verbal strategies, word origins, sentence structure, dictionary, thesaurus).

### **Meaning and Communication: Vocabulary:**

- Increase vocabulary knowledge by using a variety of strategies such as semantic analysis, feature analysis, and wide reading and self-initiated writing.

### **Diversity and Culture:**

- Compare and contrast the literary styles and perspectives of authors from diverse societies and cultures (e.g., Maya Angelou, Langston Hughes, Piri Thomas, Rodolfo Gonzales, Jeanne Wakatsuki Huston) in book reviews/reports/critiques/presentations.

### **Self Regulation and Reflection:**

- Utilize metacognitive strategies to monitor construction of meaning with narrative, informational and functional text (e.g., using adjunct aids, scanning, organizational patterns).
- Take responsibility for increasing one's learning by reading progressively longer passages/selections.

## **B. READING/LITERATURE**

**READING-** Reading is a process used to acquire information from print. The purpose of these reading outcomes is to prepare students to meet the demands related to constructing meaning from text materials:

- Under instructional conditions.
- for all possible purposes.
- In all subject areas.

Both the developmental and remedial programs should reflect the nature of the demands, the conditions, and the purposes for reading.

**LITERATURE-** Literature is the artful use of language to depict selected aspects of the human experience. It is the expression of thoughts and feelings embodying imagination and reflecting diverse cultural systems. Literature may be experienced in an oral, written, or visual mode and may be enjoyed on many levels. Studying literature enables students to enlarge their world by:

- Experiencing vicariously other times, places and events.
- Acquiring new information.
- Gaining insights about themselves, others, and the world in which they live.

**Depth of Understanding:**

- Compare/contrast literature to one's own experiences and apply to one's life (e.g., rights and responsibilities, relationships with others, conflict and cooperation).

**Ideas in Action:**

- Interpret and respond to practical life skills' situations (e.g., understanding advertising techniques, following directions, completing forms and applications).

**Inquiry and Research:**

- Identify and use extensive resources to investigate questions/topics (e.g., table of contents, index, glossaries, library catalog, guest speakers, interviews, surveys, ERIC, ProQuest).

**Critical Standards:**

- Select and read a variety of materials for enjoyment to extend one's knowledge for pleasure, to acquire information and to perform tasks.

**Knowledge About Reading:**

- Explain why reading is construction of meaning.
- Describe how reading is communication with the author.
- Identify reader characteristics, text factors which influence reading.

**WRITING-** Writing is both a way of thinking and communication, as well as a mode for learning in all curricular areas. It can be a means of self-discovery, and of finding out what we believe and know. Writing serves both the public and personal needs of students.

Writing should be taught within the framework of the writing process: prewriting, drafting, revising, proofreading, and publishing. Students should maintain their writing portfolios in some type of collection for the purposes of reporting to parents, "conferencing" with teachers, and determining growth in writing.

**Meaning and Communication:**

- Demonstrate competency in keyboarding skills (e.g., typewriters, word processors, computers).



- Employ process writing in composing text employing elements and characteristics of poetry and narrative text and organizational patterns of informational text (e.g., advertising copy, character sketches, scripts, short stories, class notes, news reports, editorials, reviews, multi-paragraph themes).
- Utilize writing as a tool to organize and summarize information from multiple texts (e.g., journal writing, graphic organizers and essays, international pen pals).

### **Genre and Craft of Language:**

- Demonstrate a varied vocabulary in expressing feelings, thoughts, describing experiences and responding to others (e.g., summarizing, reciting/retelling, collaborating on original stories).
- Formulate and express ideas using aspects of writer's craft such as flashback, imagery and humorous/persuasive techniques.
- Use writing mechanics that clarify meaning (appropriate punctuation, grammatical constructions, conventional spelling, variety in sentence structure and paragraphing).

### **Depth and Understanding:**

- Compare/contrast selections with a common theme (e.g., coming of age, rites of passage, life/death) that reflect diverse points of view.

### **Inquiry and Research:**

- Create charts, learning logs, graphs and write abstracts to record the results of scientific investigations and research projects.

### **Critical Standards.**

- Self-select/maintain pieces of writing for a portfolio based upon established criteria.

## **II.**

### **EIGHTH GRADE**

### **MATHEMATICS OUTCOMES**

The advances of technology have profoundly influenced society. The world today increasingly depends on information processing to solve problems. This revolution in technology will create professions requiring abilities and skills in mathematics and in decision making. To meet these needs, schools should provide a comprehensive mathematics curriculum that teaches the fundamentals of mathematics, develops critical thinking skills, and nurtures logical reasoning.

A mathematically literate person is one who:

- Values mathematics.
- Has confidence in his/her ability to do mathematics demonstrating conceptual understanding as well as proficiency in operations skills.
- Applies conceptual understandings, operational skills, and technological tools to problem solving.
- Communicates mathematical ideas orally and in writing.
- Reasons mathematically.

The following topics of study are recommended:

**Fractions, Decimals, Ratio, And Percent:** Solve ratio, proportion and percent problems using a calculator and computer. Use a calculator to compare and order fractions using decimal equivalents. Express ratio as percents, fractions, or decimals and relate each form to the other two. Identify and find equivalent ratios.

**Measurement:** Derive and use formulas for finding the area of two-dimensional figures and the volume of three-dimensional figures. Apply knowledge of the relationship among the basic metric units to solve multi-step problems.

**Geometry:** Model, identify and describe the properties of a circle: tangent, secant, chord, arc, sector; model, identify, describe and use size transformations; model, derive and use the Pythagorean Theorem to solve problems. Visualize, sketch, and construct geometric objects.

**Statistics and Probability:** Generate tables using calculators and computers, including the use of spreadsheets. Construct, read, describe and interpret stem- and leaf-plots, box plots and scatter plots; describe, determine and use outliers and quartiles; use probability devices and computers to simulate real-world and compound events. Read, interpret, determine, and apply probabilities to determine patterns, identify trends, predict outcomes, and make wise choices.

**Algebraic Ideas:** Solve linear equations using concrete and informal methods; model and find products and quotients of integers and relate to algorithms; analyze functional relationships to explain how a change in one quantity results in a change in another; analyze tables and graphs to identify properties and relationships and solve problems.

**Problem Solving and Logical Reasoning:** Determine and apply necessary steps to solve a problem, evaluate the solution and formulate a generalization for a given problem; select and apply appropriate problem-solving strategies; use logical reasoning to solve a problem and to draw valid conclusions from given information. Interpret and use statements involving logical operations and quantifiers (and, or, not, if...then, every, all, some, no, at least, at most, each, exactly).

**Technology:** Use the scientific calculator and computer to solve problems (computer percents, including percents of increase and decrease). Describe certain limitations to calculators and interpret selected calculator-displayed symbols. Utilize technology fluently and appropriately to complete assignments, projects and problem solving activities.

**Multicultural/Attitudinal:**

- Demonstrate an awareness of various perspectives in the development of mathematics through examples of folklore, customs, symbols and practices related to mathematics;
- Demonstrate a historically accurate perspective of the development of mathematics;
- Demonstrate an understanding and respect for the contributions of one's own cultural/ethnic heritage as well as the contribution of other cultural/ethnic groups to the development of mathematics;
- Demonstrate a respect and understanding for a variety of viewpoints in problem situations and make judgments and decisions on the basis of evidence;
- Demonstrate a confidence in and a positive toward one's own ability to do mathematics;
- Demonstrate an understanding that the study of mathematics is relevant to one's own development and related to other content areas;
- Demonstrate a responsibility for one's own learning and the willingness to assist and work with others in solving problems.

### **III.** **EIGHTH GRADE** **SCIENCE OUTCOMES**

Scientific literacy is the outcome of an effective science program that encourages reflection on the nature of science and the construction of new knowledge while the student learns and applies the principles and concepts of life, physical, earth and space science in many different real-world situations. The scientifically literate individual is one who:

- Uses scientific knowledge in a variety of real-world situations.
- Reflects on the nature of scientific knowledge.
- Constructs new personal knowledge from science.

**Constructing New Scientific Knowledge:** Scientifically literate students are effective learners as well as knowers of science. They can use new information, inquiry skills, and scientific habits of mind to build on and change their ideas about how the world works. The skills and habits of mind that follow are not, however, generic abilities to be taught separately from specific subject matter knowledge. They must be considered as outcomes only in the context of learning or constructing new scientific knowledge. The intended outcome for the sixth grade student in this area will be to:

- Construct charts and graphs and prepare summaries of observations.
- Generate scientific questions about the world based on observation.
- Design and conduct simple investigations.
- Investigate toys/simple appliances and explain how they work, using instructions and appropriate safety.
- Use measurement devices to provide consistency in an investigation.
- Use sources of information to help solve problems.
- Write and follow procedures in the form of step-by-step instructions, recipes, formulas, flow diagrams and sketches.

**Reflecting on Scientific Knowledge:** Scientifically literate students have an understanding of the nature of science and the scientific enterprise that allows them to analyze and reflect their own knowledge and on scientific knowledge in general, and to understand the impact of science and technology on society. The intended outcome for the eighth grade student in this area will be to:

- Evaluate the strengths and weaknesses of claims, arguments, or data.
- Describe limitations in personal knowledge.
- Show how common themes of science, mathematics, and technology apply in selected real world contexts.
- Describe the benefits and risks of new technologies on patterns of human activity.
- Recognize the contributions made in science by cultures and individuals of diverse backgrounds.

### **Life Science: Cells:**

- Explain how cells use food as a source of energy.

### **Life Science: Organization of Living Things:**

- Compare and classify organisms into major groups on the basis of their structure.
- Describe evidence that plants make and store food.
- Explain how selected systems and processes work together in plants and animals.

### **Life Science: Heredity:**

- Identify some common materials that cycle through the environment.
- Describe ways in which humans alter the environment.

### **Physical Science: Matter and Energy:**

- Measure physical properties of objects or substances (mass, weight, temperature, dimensions, area, volume).
- Describe when length, mass, weight, area or volume are appropriate to describe the size of an object.
- Classify substances as elements, compounds, or mixtures.
- Describe matter as consisting of extremely small particles (atoms) which bond to form molecules.
- Describe the arrangement and motion of molecules in solids, liquids, and gases.

- Describe energy and the many common forms it takes (mechanical, heat, light, sound, electrical).
- Describe how common forms of energy can be converted, one to another.

#### **Physical Science: Matter and Energy:**

- Describe electron flow in simple electrical circuits.
- Use electric circuits to create magnetic fields.

#### **Physical Science: Changes in Matter:**

- Describe common physical changes in materials: evaporation, condensation, thermal expansion, and contraction.
- Describe how waste products accumulating from natural and technological activity create pollution.
- Explain physical changes in terms of the arrangement and motion of atoms and molecules.

#### **Physical Science: Motion of Objects:**

- Qualitatively describe and compare motions in three dimensions.
- Relate changes in speed or direction to unbalanced forces in two dimensions.
- Describe the forces exerted by magnets, electrically charged objects, and gravity.
- Design strategies for moving objects by application of forces, including the use of simple machines.

#### **Physical Science: Waves and Vibrations:**

- Explain how sound travels through different media.
- Explain how echoes occur and how they are used.
- Explain how light helps us to see.
- Explain how objects or media reflect, refract, transmit, or absorb light.
- Describe the motion of pendulums or vibration objects (frequency, amplitude).

- Explain how waves transmit energy.

#### **Earth and Space Science: Geosphere:**

- Explain how technology changes the surface of the earth.

#### **Earth and Space Science: Hydrosphere:**

- Describe how rain water in Michigan reaches the oceans.
- Describe the origins of pollution in the hydrosphere.

#### **Earth and Space Science: Atmosphere and Weather:**

- Describe the composition and characteristics of the atmosphere.
- Describe patterns of changing weather and how they are measured.

#### **Earth and Space Science: Solar System, Galaxy and Universe:**

- Describe, compare, and explain the motions of planets, moons, and comets in the solar system.
- Explain how the solar system formed.



#### IV. EIGHTH GRADE SOCIAL STUDIES OUTCOMES

##### UNITED STATES HISTORY TO 1865

**Time, Continuity and Change:** Demonstrate knowledge of people, events, ideas, institutions and historical movements that contributed significantly to the development of the U.S. Through the Civil War.

- Understand the historical factors leading to the settlement of the United States.
- List and describe the effect of the Columbian encounter on the New World.
- Develop a time line to include the achievements of African Americans, in context, up to 1865.
- Analyze the Civil War as a catalyst for significant change in the country.

**Space and Place:** Understand the importance of the themes of movement and regions to the development of the United State through the Civil War.

- Evaluate the impact of manifest destiny on the development of the U.S.
- Describe how regions competed with each other for power.

**Production, Distribution and Consumption:** Understand the fundamental concepts of economics (economic systems; economic institutions and incentives; exchange, money and interdependence) as applied to the early development of the free market economic system in the United States.

- Analyze the impact of trade and tariffs on the history of the United States.

Understand the impact of African Americans on the development of the economic system of the United States.

- Analyze and discuss the economic impact of Triangular Trade.
- Apply the fundamental concepts of economics to the institution of slavery and assess its impact on the growth and development of the country.

**Power, Authority and Governance:** Understand the development of constitutional democracy in the United States.

- Examine the documents and identify the elements of democracy.

- Create a timeline to include the political achievements of African Americans to 1865.
- Analyze the attitudes and belief systems of Founding Fathers.
- Evaluate the impact constitutional amendments had in African Americans.

**Technology and Society:** Use technology and artifacts for gathering information.

- Research and report on issues in American history to 1865.

**Global Connections/Multicultural Education:** Understand cultural diversity and its impact on American history.

- Define and illustrate culture, giving examples of how components of one culture are borrowed by another culture.

**Civic Participation:** Participate in the political process at the local, state, or federal government level.

**Skills:** Compare and contrast current events with historical events using expository text.

- Place major events up to the Civil War on a timeline.
- Understand expository text as it relates to the comprehension of social studies, emphasizing the following:
  - The use of chapter and section headings.
  - Use of topics and summary sentences.
  - Interpretations of charts and graphs.
  - Selection of main and subordinate ideas.
- Demonstrate cause and effect relationships in various historical events.

**Values:** Recognize the constitutional rights of all citizens.

## V. **EIGHTH GRADE** **TECHNOLOGY OUTCOMES**

Technology is the application of knowledge, materials (tools) and skills to solve practical problems and extend human capabilities. Technological systems/tools can be used in all curricular areas. Most frequently, it is the information technologies that are used to support curricular goals; they are used for communication, creative expression, knowledge and skill acquisition, problem solving, and information management.

When technology outcomes are effectively integrated across curricular areas, the result is a technologically literate individual. The technologically literate person is one who:

- Understands the role and impact of technology upon society, and the related issues such as information access and manipulation.
- Accepts the responsibilities associated with living in the technological oriented Information Age;
- Identifies when to use technology to solve a problem or accomplish a task and then selects and utilizes the appropriate technological system.
- Uses technology as a tool for obtaining, organizing and manipulating information and for communication and creative expression.

The following topics of study are recommended for the sixth grade level:

### **PROBLEM SOLVING**

- Selection of the best combination of resources to operate the most appropriate technological system for the problem to be solved.
- Explain the purpose and need for monitoring technological systems.
- Explain the importance of feedback available from technological systems.
- Develop skills and aptitudes for the efficient and safe use of a technological system.

### **KNOWLEDGE and PRACTICAL EXPERIENCE**

- Analyze the relationship among technologies.
- Describe technology-related careers.

- Describe the history and advancements in technology, summarize their impact upon society, and prepare for the future.
- Investigate future technological advancements that are to be marketed in the near and distant future.
- Identify the resources needed to operate selected technological systems;
- Practical experience (hands-on approach) to learning common everyday technological systems (e.g., telephone, cellular telephone, facsimile machine, calculator, computer, computer on-line services, retrieving messages from answering machines, copy machines, Dictaphone, word processor, electronic typewriter, VCR programming, videodiscs, video-recorder, microwave oven, and the use of other small electrical appliances, etc.).
- Articulate that computers are tools for information processing, communication, expression, decision making, problem solving, and control of other devices.
- Describe the components used in integrated technological systems (e.g., computers, videodiscs, cellular phones, etc.).
- Describe available information technologies, their functions and capabilities.
- Describe the advantages and disadvantages arising from the application of a technological solution to a problem.

### **SOCIAL AND ETHICAL ISSUES**

- Adhere to copyright, patent, Freedom of Information laws as they relate to the use of technology.
- Demonstrate critical viewing skills by selecting and analyzing media and identifying whether visual images have distorted data being presented.
- Describe the impact of technology on the home, school, community, and workplace.
- Explain world interdependence on technology and the need to share resources and technical expertise.
- Describe how technology impacts information access, analysis, organization, and utilization.

### **APPLICATIONS**

- Demonstrate the use of system commands or a computer program to control a technological system.

- Use technology media (computer, laser disc technology, video, tele-communication) to effectively search, collect, process and store information.
- Apply techniques to interpret, analyze, synthesize, and evaluate data/information.
- Use more advanced features of computer applications software (word processing, database, graphics, tele-computing) within learning activities and introduce the use of spreadsheets to answer “what if” questions.
- Use information technologies as tools for creative expression and communication of ideas.

## **VI.**

### **EIGHTH GRADE**

### **ARTS OUTCOMES**

The arts outcomes have been designed to be appropriate and relevant for all students at all levels. The outcomes include knowledge, skills, attitudes, and values, as well as creating and performing art.

An effective arts program fosters the development of an individual who applies knowledge and skills in art to their personal performance and production of art. This individual is one who:

- Compares and contrasts the roles of visual art, music, drama/theater and dance within a variety of cultures and throughout history.
- Demonstrates techniques to create and perform in the arts.
- Has a personal philosophy of the arts.
- Analyzes and makes judgments about art forms.
- Values his/her own and others creative products and performances as a way creating meaning and expressing ideas.

#### **Knowledge and Understanding about Different Historical, Cultural, and Societal Contexts for the Arts:**

- Know examples from each of the arts that were created during different historical periods.
- Be aware that the arts and artists have a function in our society to inform, define, and cause us to question and reflect.

#### **Applying Knowledge about Different Contexts for the Arts using Perceptual, Intellectual and Physical Skills:**

- Identify and analyze attributes of art forms from different historical periods.
- Identify and analyze attributes of art forms used in our society.

#### **Knowledge and Understanding about Creating, Producing, and Performing in the Arts:**

- Recognize increasingly sophisticated terms in the arts.
- Know additional expressive media used in the creation or performance of art forms.

- Know some reasons why the arts are created or performed.

**Applying Knowledge about Critically Analyzing the Arts using Perceptual, Intellectual and Physical Skills:**

- Observe, describe and analyze art forms using increasingly richer descriptive language.

**Knowledge and Understanding about an Aesthetic Philosophy in the Arts:**

- Know that how we react to artistic forms is a result of perceptions based upon current and past experiences.
- Know that aesthetics is an attempt to explain why some experiences are valued and cherished for their own sake rather than as a means to a particular end.



**VII.**  
**EIGHTH GRADE**  
**AESTHETIC AND CULTURAL**  
**AWARENESS OUTCOMES**

Cultural and aesthetic awareness outcomes acknowledge, address, and are sensitive to the human being in all of us. They help to develop tolerance for diversity, creativity, innovation, imagination, and the ability to become an increasingly discerning person who makes decisions based on high standards of quality. A core curriculum which effectively integrates these outcomes across curricular areas will help develop a person attuned to sensor stimuli and who uses that awareness to make better judgments and choices. This individual is one who:

- Shows appreciation of natural and human-created environment by exhibiting habits of conversation, recycling, maintenance, and environmental improvement.
- Values quality in the performance of products of one's own and other's work.
- Values the creative contributions of all cultures and ethnic groups.
- Makes use of the cultural and aesthetic opportunities available in the community.
- Communicates effectively using verbal and nonverbal communication.
- Exercises individual freedom while exhibiting social responsibility.

**Recognize, Appreciate and Demonstrate the Characteristics of Quality Found Within the Work Done:**

- Exhibit care and planning in producing works of quality.
- Appreciate and enjoy works of others that show quality.
- Demonstrate a respect and support for works of quality by all cultures and people, past and present.

**Recognize and Appreciate the Natural and Human Created Environment as a Source for Aesthetic Impressions and Self-Expression:**

- Recognize and respect the similarities and differences between aesthetic qualities found in the natural and human-created environments of different cultures.
- Demonstrate continued efforts of conservation, recycling, maintenance, and improvement of aesthetic features of the natural and human-created environments.

- Recognize those aspects of the natural and human-created environments that evoke an aesthetic impression and provide inspiration for self-expression.

### **Appreciate the Aesthetic Dimensions of Different Cultures, Past and Present:**

- Appreciate the diversity and differences of aesthetic expression exhibited by different cultures.

### **Be Aware of Aesthetic and Cultural Opportunities in Leisure Time:**

- Demonstrate the ability to critically assess leisure time activities and consider participation in those that offer aesthetic opportunities.
- Explore and experience aesthetic opportunities available through the home, school and community.
- Participate as both an originator and an audience member as they explore a variety of mediums of aesthetic expression.

### **Create, Appreciate and Critically Evaluate Verbal and Nonverbal Communication:**

- Create forms of verbal and nonverbal communication that successfully convey on the appropriate level of maturity and development, ideas, information and aesthetic expression.

### **Appreciate and Understand the Relationship Between Individual Freedom and Social Responsibility:**

- Recognize, appreciate, and exercise their right of freedom of expression while demonstrating the ability to perceive and successfully respond to social and moral tenets.
- Demonstrate both the development of personal ethics and morals, as well as a consideration of those principles, throughout the process of creative expression.

## VIII. **EIGHTH GRADE** **HEALTH OUTCOMES**

The outcome of an effective health program is an individual who knows and understands how to maximize his/her own personal health. This person is a person who:

- Accepts responsibility for personal health decisions and practices.
- Is a discrimination consumer of health information, services, and products.
- Works with others to maintain an ecological balance between human beings and the environment.

The following topics of study are recommended, with specific outcomes delineated for the middle/junior high school level.

### **DISEASE PREVENTION & CONTROL**

- Identify and describe the characteristics of disease.
- Related disease prevention and control to their lives.
- Identify risk factors associated with disease.

### **PERSONAL HEALTH PRACTICES**

- Evaluate the benefits of incorporating a program of physical activity into one's lifestyle.
- Describe personal responsibility for personal health practices.

### **NUTRITION**

- Assess and evaluate personal eating habits in relationship to reducing health risks
- Describe the effect of eating disorders on health status.
- Describe the relationship among eating habits, nutrition, and physical performance.

### **GROWTH & DEVELOPMENT**

- Describe the physical and emotional changes occurring during adolescence.
- Describe the range of differences in normal maturation rates of adolescents.

- Identify the role of sexuality in human growth and development.
- Identify abstinence from sexual intercourse as responsible behavior.

### **FAMILY HEALTH**

- Explain the desirability of a mentally healthy lifestyle.
- Accept the normalcy of changes in emotions, feelings, and moods.
- Demonstrate a variety of positive coping behaviors.
- Analyze and evaluate the influence of peer and other social pressures in personal decision-making.
- Demonstrate peer refusal skills in a variety of situations.
- Express needs, wants, and feelings appropriately.

### **SUBSTANCE ABUSE PREVENTION**

- Evaluate personal risk for chemical dependency based upon personal, family and environmental factors.
- Apply self-protection, resistance, and peer refusal skills in substance abuse situations.
- Identify community resources for help in substance abuse situations.
- Understand the legal/societal penalties for use of illicit substances.

### **CONSUMER HEALTH**

- Describe agencies within the community that provide health information and health services.
- Identify the effects of advertising on health product choices.

### **SAFETY AND FIRST AID**

- Identify basic first aid techniques for common emergency conditions.
- Evaluate their own safety practice (e.g., transportation, recreation).

### **COMMUNITY HEALTH**

- Identify health problems common to their community.
- Identify the factors that influence community health.
- Examine ways that individuals, communities, and state and federal governments cooperate to promote environmental health.

## **XI.**

### **EIGHTH GRADE**

### **PHYSICAL EDUCATION OUTCOMES**

The outcome of an effective physical education program is an individual with an optimal fitness level for work and leisure. This person is one who:

- Realizes his/her personal capabilities and optimal potential.
- Has a positive and accurate self-image.
- Has the skills, understanding and motivation to maintain optimal fitness for work and leisure.

Optimal fitness can be attained with the following recommended core curriculum, which provides general outcomes in six areas. Outcomes are listed for the middle/junior high school level.

#### **COGNITIVE CONCEPTS**

- Explain the concepts of physical education as they relate to making wise lifestyle choices in the areas of: cardiovascular endurance, body composition, strength and endurance, posture, flexibility, weight control, and the beneficial effects of activity.

#### **PHYSICAL FITNESS**

- Maintain healthy levels of cardiovascular endurance.
- Maintain healthy levels of strength and endurance of selected muscular groups.
- Maintain healthy levels of flexibility about selected joints of the body.

#### **BODY CONTROL SKILL**

- Demonstrate competence on selected twisting and turning skills.
- Demonstrate competence on selected inverted balance skills,
- Demonstrate competence on selected lifting and lowering skills.

#### **SPORTS & LEISURE SKILLS**

- Demonstrate competence on selected objectives that enable participation at a recreational level in at least three leisure sports (e.g., swimming, racquet sports, volleyball).

- Apply appropriate rules, strategies, and etiquette in at least three leisure sports.

### **EFFECTIVE PERSONAL/SOCIAL SKILLS**

- Demonstrate the appropriate behavior related to personal character traits (e.g., best effort, following directions, responsibility, and self control) in selected activities.
- Demonstrate appropriate behavior related to social characteristics (e.g., leadership, cooperation, fair play, winning, and losing) in selected activities.



**X.**  
**EIGHT GRADE**  
**LIFE AND PERSONAL**  
**MANAGEMENT OUTCOMES**

Curricular outcomes in Life and Personal Management foster the development of a responsible person who:

- Analyzes priorities and responsibilities in the home, family, and community and successfully manages life roles, including those of nurturer, caregiver and parent.
- Become a responsible producer and consumer within the family structure.
- Makes ethical and successful decisions for individual and family life styles taking into consideration the impact of societal and technological changes, and the physical, social, intellectual, and emotional needs of individuals and family members.
- Values the cultural and ethnic diversity of the community, nation, and world.
- Exercises legal rights and responsibilities as related to the family.

To attain this educational result, the following categories of outcomes are recommended for the eighth grade level:

**The Relationship Between Life Roles and Management Skills for Individual and Family Members:**

- Recognize personal priorities for home, school, and community.
- Analyze how interdependent relationships influence management skills.

**The Relationship Between a Responsible Producer and Consumer Within the Family Structure:**

- Explore the relationships between personal work attitudes and responsible performance in the workplace.
- Define the relationship between a responsible producer and consumer.
- Determine how personal priorities and achievement goals affect consumer decisions.
- Demonstrate effective conservation of personal and community resources.

**Ethical and Successful Decision-Making for Individual and Family Life Styles:**

- Comprehend the relationship between personal priorities and ethical decisions.

#### **Societal and Technological Changes that Influence Personal and Family Needs:**

- Analyze societal and technological changes and their effects on personal and family environment.
- Identify ways in which individuals and families respond, adapt, and initiate change.

#### **Safe Environmental Procedures for Personal and Family Well-Being:**

- Recognize personal and governmental roles and responsibilities in the establishment of a safe environment.

#### **Physical, Social, Intellectual and Emotional Needs of Individuals and Family Members:**

- Comprehend the relationship of life style to needs, wants, and personal priorities.
- Explore factors that relate to an individual and/or family member's personal, physical, intellectual and emotional needs.

#### **The Cultural and Ethnic Variety of Social Contributions of Individuals and Families:**

- Examine family heritage and its relationship to personal priorities.
- Identify a variety of cultural and ethnic backgrounds.
- Explore ways in which culture and ethnic heritage influence life style.

## **XI.** **EIGHT GRADE** **CAREER AND EMPLOYABILITY** **OUTCOMES**

When career and employability outcomes are effectively integrated into all curricular areas individuals will acquire knowledge and skills to prepare them to move into the world of work or further education. This individual is one who:

- Uses the basic skills of language (reading, writing, listening, speaking), mathematics, science, and social studies in work-related situations.
- Has a career plan of action and the skills/strategies to implement it.
- **Contributes** as an effective team member.
- Demonstrates honesty, integrity, and respect for others.

**The following outcomes are recommended:**

### **Basic Knowledge and Skills Necessary for Successful Employment and/or Further Education:**

- Describe the characteristics of effective communication in the workplace.
- Read and interpret occupationally-oriented graphs, charts, and displays.
- Describe the relationships of life, physical, and earth sciences to the workplace.
- Recognize the dignity of all work.

### **Personal and Employability Skills for Successful Transition from School to Work and/or Advanced Education:**

- Investigate career opportunities including those nontraditional for their sex.
- Describe one's personal traits, interests, priorities, strengths, and weaknesses.
- Describe job seeking skills.
- Demonstrate positive leadership behaviors.
- Complete assignments with minimum supervision and initiate projects and extra activities for personal satisfaction.

- Develop with parent(s) or guardian(s) and school personnel, and educational and career plan of action.
- Describe the effects of employee productivity, loyalty, and competence.
- Demonstrate grooming, dress and personal hygiene appropriate to the classroom and explain how these skills will translate into workplace behaviors.
- Explain the consequences of deviating from school and/or workplace standards for grooming, personal hygiene, and being free from substance abuse.
- Translate knowledge of labor market information and training opportunities into a career decision.
- Demonstrate honesty, integrity, and respect for others and explain the importance of these characteristics for future school and/or work experiences.

#### **Awareness of Entrepreneurship:**

- Describe various economic systems and their impact in the world economy.
- Analyze the monetary value of occupations as it relates to the world economy.
- Investigate business ownership as a career option.
- Identify personal characteristics of entrepreneurs.

#### **Occupational Skills and Knowledge to Obtain and Sustain Employment and/or Advanced Education:**

- Investigate technological applications and their effect on various occupations.
- Demonstrate proper use of technical tools, machines, materials, and processes.
- Employ safety practices in using technical equipment and materials in the classroom/laboratory.

#### **Teamwork:**

- Integrate negotiation, cooperation, conflict resolution, and respect for individuality into a team effort to accomplish classroom goals.
- Describe one's personal management and leadership styles as they contribute to the team effort in accomplishing school and/or community goals.

- Describe how the unique traits, interests, values, strengths, and weaknesses of self and others contribute to the completion of projects.
- Apply constructive criticism with team members in order to move toward accomplishment of team goals.
- Use a variety of methods to solve problems or complete tasks.
- Demonstrate openness and adaptability in a variety of learning situations.

**SECTION e**  
**Method of Pupil Assessment**

## METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article IV, Section 6.5, and the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments in accordance with the requirements detailed in the Annual Reporting Calendar annually issued by the Eastern Michigan University Charter Schools Office (“CSO”).

The Academy shall authorize the CSO 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:

<b>Grade(s)</b>	<b>Academic Assessments</b>
K-8	Assessments identified in Schedule 7b including all state and authorizer 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, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

### **Enrollment Limits**

The Academy will offer Pre-K through Eighth grade. The maximum enrollment shall be 365 students. The Academy will annually adopt yearly enrollment caps, subject to the maximum enrollment limitation, prior to its application and enrollment period.

### **Requirements**

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.

- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.

- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils, or to a child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy.

- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.

- No student may be denied participation in the application process due to lack of student records.

- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

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:

A. Each public school that enters into the matriculation agreement remains a separate and independent public school.

B. The Academy shall select at least 5% of its pupils for enrollment using a random selection process.

C. 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 academy pursuant to section 504(4) of the Revised School Code.

- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Eastern Michigan University Charter Schools Office (“CSO”) 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 this Contract.

- Until the matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

### **Application Process**

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.

- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.

- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted

on a first-come, first-served basis.

- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the CSO.

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

### **Re-enrolling Students**

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

B. The number of siblings seeking admission for the upcoming academic year per grade.

C. If space is unavailable, the Academy must develop a waiting list for siblings of reenrolled students.

D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

### **Random Selection Drawing**

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

A. Establish written procedures for conducting a random selection drawing.

B. Establish the maximum number of spaces available per grade or grouping level.

C. Establish the date, time, place and person to conduct the random selection drawing.

D. Notify the CSO of both the application period and the date of the random selection drawing, if needed. The CSO 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:

A. 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.

B. 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 1284a, if applicable, 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 CSO upon Academy Board approval.

### **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 CSO prior to the commencement of each academic year.



**SECTION h**  
**Age and/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 Pre-K through Eighth grade. The Academy may add grades through the charter contract amendment process.