

Exhibit B

Proposal Overview

The applicant group's **designated representative** will serve as the contact for all communications, interviews, and notices from the ICSB regarding the submitted application.

IMPORTANT NOTE: The full application, including this form, will be posted on the ICSB website. Applicants are advised that local community members, including members of the media, may contact the designated representative for questions about the proposed school(s).

Name of proposed Charter School: WAY Academy-Muncie
Proposed Charter School location:* Muncie, Indiana

**Please indicate the city/town and, if known, potential address or neighborhood of the school location. Virtual operators should indicate the relevant geographies the operator intends to serve.*

School district of proposed location: Muncie Community Schools
Legal name of group applying for Charter: WAY Program
Designated representative: Jennifer A. Hernandez
Contact Information (Phone & Email): (586)480-3389 jennifer.hernandez@wayprogram.net
Planned opening year for the school: 2019-2020
Model or focus of proposed school: Blended Learning for Middle and High School
(e.g., arts, college prep, dual-language, etc.)

Proposed Grade Levels and Student Enrollment

Indicate the grade levels the school intends to serve. Specify both the planned and maximum number of enrolled students by grade level for each year.

Academic Year	Grade Levels	Student Enrollment (Planned/Maximum)
Year 1	7-12	200/600
Year 2	7-12	275/600
Year 3	7-12	350/600
Year 4	7-12	425/600
Year 5	7-12	475/600
At Capacity	7-12	550/600

Target student population (if any): At-risk Youth

Will an application for the same charter school be submitted to another authorizer in the near future?

Yes No

If yes, identify the authorizer(s): _____

Planned submission date(s): _____

Please list the number of previous submissions (including withdrawn submissions) for request to authorize any charter school(s) over the past five years, as required under IC § 20-24-3-4. Include the following information:

Authorizer(s):

NA

Submission date(s): _____

For Experienced Operator Applications:

Does the school expect to contract or partner with an ESP or other organization for Charter School management/operation? Yes No

If Yes, please provide the following information:

Identify the ESP or partner organization.

WAY Program

Is Charter School proposing to replicate a proven school model? Yes No

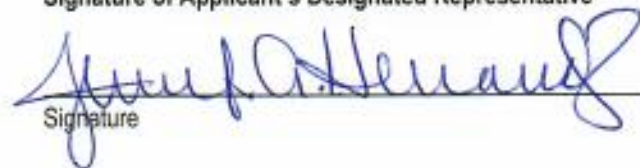
If yes, provide the name and location of at least one school where the model is in use.

WAY Academy-Flint

If the applicant or its ESP or other partner organization currently operates one (1) or more Charter Schools within or without Indiana, please provide the name(s) and phone number(s) of the authorizer(s) for the existing Charter Schools:

Lake Superior State University - Chris Ochelski
(906) 635-2121
Central Michigan University - Jennifer Cook
(989) 774-2100

Signature of Applicant's Designated Representative


Signature

8/25/18

Date

Attachment 1



W·A·Y™
Widening Advancements for Youth

Jennifer A. Hernandez

49145 Cranbrook Drive
Macomb, MI 48044

586.480.3389

jhernandez5567@gmail.com

District Leader

Visionary educator and administrator with proven leadership abilities in developing academically rich programs
Develops faith and trust, connecting with colleagues, staff, and scholars in a multiple of programs;
Propelling students to achieve their full learning potential

Expertise

Leadership with Integrity • Strategic & Tactical Planning • Consensus Building • Operations Management • Budgeting • Grant Management • Curriculum Development • Student Growth and Achievement Analysis • Regulatory Compliance • Continuous Improvement Processes (CIP) • Human Resources • Staff Development • Community Involvement

Awards & Recognitions

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS, United States
Literacy: Reading-Language Arts/Early and Middle Childhood (Ages 6-12 years) certificate, 2008

Education

OAKLAND UNIVERSITY, Rochester, MI
Central Office Certification Program, present

OAKLAND UNIVERSITY, Rochester, MI
Education Specialist in Leadership, 2014
Principal Certificate

SAGINAW VALLEY STATE UNIVERSITY, Saginaw, MI
Master of Arts in Teaching, 1999
Early Childhood Endorsement

WESTERN ILLINOIS UNIVERSITY, Macomb, IL
Bachelor of Science in Elementary Education, 1989
Area of Concentration: Language Arts

Professional Training

MICHIGAN STATE UNIVERSITY, Office of K-12 Outreach, Dearborn, MI
Coaching 101 Foundations Training, 2012
Certified Coach

OAKLAND UNIVERSITY, Rochester, MI
Reading Recovery Teacher Training, 1995
Reading Recovery Teacher Leader Training 2000
Reading Recovery Certificate

Professional Experience

Jennifer A. Hernandez

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WIDENING ADVANCEMENT FOR YOUTH

2015-Present

Superintendent

2015-Present

Successfully facilitated school reform for 5 middle/high schools. Partnered with skilled trades program to establish a public school academy offering a high school diploma and certificates in Welding, Automotive Design, Automotive Transportation, Woodworking and CNC Machining. Created college-going cultures within alternative education programs, designed 3 distinct paths to graduation adjusting required credits for those in jeopardy of dropping and/or aging out to prepare students to graduate; college, career, and workforce ready. Facilitated 8 international schools in Brazil and led planning committee for opening new schools in Taiwan.

Director of Curriculum

2015-2015

Provided leadership for 5 middle/high school public school academies including 1 virtual academy, 7 public school partner site programs, 1 private school partner site program and 4 international schools in Brazil. Developed and implemented competency based education in blended learning models of instruction, assess new curricula and instructional tools and integrate them into delivery systems including rubrics for all subject areas.

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN • Detroit, MI

2012-2015

Principal

2015- 2015

Director of Equity and Innovation

2013–2015

Provided leadership for 12 schools including 6 elementary/middle and 6 high schools totaling 6,000 students. Develops and implements new blended learning models of instruction, assess new curricula and instructional tools and integrate them into delivery systems. Lead continued development of the district's educational platform by leveraging open source and teacher created resources. Build learning maps that include academic standards plus holistic competencies to create learning paths that prepare students to graduate; college, career, and workforce ready.

Instructional Coach

2012-2013

Working alongside the principal, used cognitive coaching skills to build capacity in 20 K-8 grade teachers. Analyzed reading and math data per class and assisted teachers in identifying learning targets for small group instruction. Created a school professional development plan for new teachers. Implemented school initiatives to promote literacy and academic achievement for students.

DETROIT PUBLIC SCHOOLS, Detroit, MI

2012-2012

School Improvement Grant Coach (Position was eliminated)

Successfully facilitated the implementation of the school reform models for 3 elementary and 2 high schools. Collaborated with instructional staff and school leadership teams on ways to integrate curricula and improve student achievement, conducted building walkthroughs in order to provide instructional support for effective application of the intervention models in priority schools

- Monitored and audited the alignment of the reform plans with school budgets, assisted in the procurement process and inventoried educational materials purchased with grant funds
- Collaborated with business partner providers and local educational agencies to build capacity among staff members.

Reading Recovery Teacher Leader

Managed \$2M Title I Budget

2001-2012

Applied professional skills and training to the development and implementation of the District's Reading Recovery Intervention including 10 elementary schools and 15-20 teachers. Engaged in the training and monitoring of Reading Recovery Teachers and providing ongoing professional development, teaching demonstrations and encouragement.

- Tutored students daily in reading and writing to strengthen early literacy skills and enhance comprehension.
- Compiled and submitted the District's data to the International Data Evaluation Center
- Utilized district web based program, Peoplesoft, to allocate funds, creating requisitions, while adhering to the Title I guidelines.

Reading Recovery Teacher

1995-

2001

Second and First Grade Teacher

1991-2000

SAINT AMBROSE ACADEMY, Detroit, MI

1990-1991

Kindergarten Teacher

Adult Teaching

Adjunct Professor

Engaged in the teaching of graduate level courses; prepare teachers to implement specialized reading and writing methods with young children most at risk for literacy difficulties. Combining practical experience with theoretical knowledge and communication skills, have created a highly successful, academically profitable classroom environment. Observed, assessed and evaluated teacher performance.

Programs Implemented

- Authorizer Compliance Grants, Widening Advancements for Youth 2015-Present
- Title I, II, III, and IV Programs, 2015-Present
- District Professional Development Plan, Widening Advancements for Youth 2015-Present
- College & Career Coach Program, Widening Advancements for Youth 2015-Present
- Disproportionality Plan and CEIS, Coordinator, Education Achievement Authority of Michigan, 2014
- Sex Education Advisory Board, Supervisor, Education Achievement Authority of Michigan, 2014
- Flex Literacy Intervention (6-12 grades), Coordinator, Education Achievement Authority, 2014
- Great Start Readiness Program, Licensee Designee & District Administrator, Education Achievement Authority of Michigan, 2013-2015
- Next Generation Ready, Coordinator, Education Achievement Authority of Michigan, 2013-2015
- Volunteer Reading Corps, Detroit Public Schools, 2009
- Reading Recovery, Teacher Leader, Detroit Public Schools, 2000-2012

Selected Presentations & Workshops

WIDENING ADVANCEMENTS FOR YOUTH

- AdvancED Accreditation Detroit, MI, Flint, MI, Brazil 2017

WIDENING ADVANCEMENTS FOR YOUTH Professional Development

- “Competency-Based Education” Detroit, MI, Flint, MI, Brazil 2016

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN- ANNUAL CONFERENCE DAY, **Conference Planner**

- December 2012 • August 2013 • April 2014 • August 2014 Detroit, MI

DETROIT PUBLIC SCHOOLS- ANNUAL KINDERGARTEN CONFERENCE, **Conference Planner**

- “Unlocking Kindergarten: Empowering Teachers with the Golden Keys to Success!” Detroit, MI 2011
- “The Many Avenues of Literacy” Detroit, MI 2012

DETROIT PUBLIC SCHOOLS- RESPONSE TO INTERVENTION, **Developer**

- “A Comprehensive Plan for Early Detection and Prevention of Literacy Difficulties” Detroit, MI 2010

DETROIT PUBLIC SCHOOLS- VOLUNTEER READING CORPS, **Developer, Trainer of Trainers, and Presenter**

- “Reading Corps: A Pre-K Tutoring Handbook”
- “Pre-K Tutoring Session Plans 1-5”
- “Letter Strokes Handbook”
- “Alphabet Book Materials” Metro Detroit, MI 2010

AFRICAN AMERICAN CHILD SYMPOSIUM, **Developer and Presenter**

- “Closing the Literacy Achievement Gap with Reading Recovery” Detroit, MI 2005

MICHIGAN READING ASSOCIATION CONFERENCE, **Developer and Presenter**

- “Parents as Partners in Reading” Detroit, MI 2005

DETROIT PUBLIC SCHOOLS SUMMER INSTITUTE, **Developer and Present**

- “Bridges to Literacy” Detroit, MI 2005

TITLE I SYMPOSIUM, **Developer and Presenter**

- “Reading Recovery: Building Blocks For Success For Reading & Writing” Detroit, MI 2004
- “Literacy: ‘Reading it Fast’ is not Enough” Detroit, MI 2007
- “Reading Recovery: Building Blocks For Success For Reading & Writing” Detroit, MI 2007

READING RECOVERY INSTITUTE, **Developer and Presenter**

Jennifer A. Hernandez

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- “Writing Floats on a Sea of Talk” Grand Rapids, MI 2004
- “Assembling Cut-up Stories: Putting All the Pieces Together” Dearborn, MI 2005

Professional Affiliations

MAPSA • Reading Recovery Council of Michigan: Member since 1995 President Elect 2000, President 2001, President Elect 2011 • Reading Recovery Council of North America: Member since 2001 • Michigan Reading Association: Member since 2000 • Michigan Educators Network: Member since 2008 • Wayne County Reading Association: Member since 2010 • Stanford Who’s Who: Member since 2011

Community Involvement

BOY SCOUTS OF AMERICA 2005 to Present

PROFESSIONAL EXPERIENCE

W-A-Y WIDENING ADVANCEMENTS FOR YOUTH

2017-Present

Director for Client Success: Responsible for providing educational services to approximately 500 students at six partner sites throughout Michigan. Providing supervision, technical assistance, support and resources using a dynamic, live web-based platform to our partners and their students.

POKAGON BAND GAMING COMMISSION POKAGON BAND OF POTAWATOMI INDIANS

2013-Present

One of three Commissioners serving the Pokagon Band Gaming Commission, appointed by Tribal Council. The Commission is responsible for ensuring that all gaming activities within the Pokagon Band's jurisdiction are conducted in conformance with the Pokagon Band Gaming Regulatory Act, the Gaming Compact between the Pokagon Band and the State of Michigan, and the federal Indian Gaming Regulatory Act.

NILES COMMUNITY SCHOOLS; Niles, MI

1997- 2017

Immediate Supervisor: Dr. Dan Applegate - Superintendent

Pre-kindergarten through 12th grade public school with approximately 3,900 students and 350 employees in 7 facilities.

Assistant Superintendent: Personnel, Non-Traditional Education, Student/Family Liaison 2014 - Present

Responsible for human resource functions for 200 non-certified school staff members. Responsibilities include: *All investigations including Title IX and harassment complaints. *Anti-Harassment Compliance Officer for the School District. *Student and Families Affairs Mediator. *All duties listed under the Director, Non-Traditional Education section below. *Federal and state grants. *Budget administration.

Central Office Administrator: Director, Non-Traditional Education

2010 to 2014

Our Non-Traditional programs include several distinct and highly effective programs. They are: Seat Time Waiver Program, Widening Advancements for Youth (WAY), Home School Partnership, Adult and Alternative Education.

Responsibilities Include: * Drive all Non-Traditional education functions and activities across district. * Manage staffing, budget administration, development, design, and integration of all Non-Traditional education programs. * Coordinate delivery of education technology with the Technology Department. Perform assessments to enhance operations, standardize services, and determine professional development needs. * Support district negotiation team. * Facilitator of district's expulsion and reinstatement committees.

- **Seat Time Waiver Program:** Applied for and received Expanded Seat Time Waiver from Michigan Department of Education to provide virtual alternatives for students throughout the district.
- **W-A-Y Program:** Designed and implemented a new educational modality for the school district, partnering with Widening Advancements for Youth (W-A-Y) to provide a project based, interactive, virtual school drawing students from around the state.
- **Home School Partnership:** Implemented our Home School Partnership to provide educational services to our home school population.
- **Cedar Lane Alternative High School:** Expanded program scope, including: enrollment growth, implementing Michigan Merit Curriculum, preparation for M-STEP, marketing and community relations, academic achievement, training and evaluation of professional staff, ensuring a safe and secure environment, school improvement process, facilities management, reporting to local, state, and federal agencies as required, student services, partnerships with other agencies, student discipline, student services, student activities, student athletics, and budget management.
- **Niles Adult Education:** Led regionalization of adult learning, program expansion, marketing and community relations, academic achievement, training and evaluation of professional staff, ensuring a safe and secure environment, school improvement process, facilities management, reporting to local, state, and federal agencies as required, student services, student activities, partnerships with other agencies including community colleges and Michigan Works!, and budget management. Programs include HSC, ABE, Jail, GED Prep and Testing Center. Grant administrator for 10 school districts and programs.

Principal, Cedar Lane Alternative School

2003-2010

Immediate Supervisor: Doug Law - Superintendent

Led school effort to raise student achievement, increase engagement through innovative programs and increase attendance rates. Increased number of students from 50 to 85. Decreased behavioral incidents and reduced suspensions. Partnered with agency providers to offer more community resources to our students. Responsible for budget, professional development, and recruitment of students.

Assistant Principal, Ring Lardner Middle School

2000-2003

Immediate Supervisor: Gary Garland

Led all program expansion, community relations, academic achievement, training and evaluation of professional staff, ensuring a safe and secure environment, school improvement process, facilities management, student services, partnerships with other agencies, student discipline, student activities, and student athletics.

PROFESSIONAL EXPERIENCE, continued**Adolescent Behavior Specialist**

1997-2000

Immediate Supervisor: Nancy Nimitz

Facilitated individual, family, and/or group counseling sessions, developed and implemented a conflict management program, facilitated parent education sessions, authored and instructed a sexual harassment prevention program, instructed anger management, time management, and ADHD support courses. Directed training of professional staff.

Social Services Director, Pokagon Band of Potawatomi Indians

1996-1997

Immediate Supervisor: Tom Topash

Responsible for developing Indian Child Welfare Act service delivery system, elders program, emergency fund, LIHEAP, counseling and substance abuse services.

BOYS PROBATION HOUSE; Fairfax, VA
Residential program for adolescent male offenders.

1992-1996

Assistant Director

Supervised therapeutic residential program for court-ordered adolescents. Led professional training and mentored staff. Directed facility management activities. Facilitated individual, group, and/or family counseling sessions. Prepared and instructed the independent life skills program.

FAIRFAX JUVENILE COURT; Fairfax, VA
Juvenile court system for Fairfax county, Virginia

1989-1992

Probation Counselor

Managed case load of up to 50 juvenile offenders. Conducted field investigations. Authored pre-sentence evaluations and recommendations. Coordinated collaboration and partnerships with area schools and agencies. Facilitated support groups for parents.

SCOTT KEY CENTER; Frederick, MD
A vocational program for adults with developmental disabilities.

1986-1989

Vocational Services Coordinator

Led vocational day program for adults with developmental disabilities. Supervised vocational specialists. Developed and implemented program plans for 50 clients. Placed clients in supported employment setting. Managed the employment training center. Led abuse and neglect prevention advocacy efforts with county agencies.

EDUCATION & TRAINING

Master's in Administration ~ Johns Hopkins University: September 1987 to May 1990
Major: Administrative Science, (organizational development and education)

Bachelor's in Science ~ Western Michigan University: September 1980 to December 1984
Major: Criminal Justice
Minor: Psychology

PROFESSIONAL MEMBERSHIPS & ACTIVITIES

National Indian Gaming Association - 2013, 2014, 2015, 2018
National Tribal Gaming Commissioners/Regulators Conference - 2016, 2018
United Tribes Technical College, NIGA - 2014
NIGA Gaming Commissioner Certification Levels I, II, III - 2013 through 2015
NIGA Gaming Commissioner Master Certification Course, GLI Lab - 2015
NIGA Gaming Commissioner Master Certification Course, Tribal Gaming Regulation - 2015
Niles Community Schools Strategic Planning Committee
Facilitator, Office of Adult Learning Practitioners Accountability Task Force
Office of Adult Learning Director's Advisory Group
Chair, Governmental Affairs, MACAE
Member At-Large, Board of Directors, MACAE
Facilitator, MACAE Alternative Education Focus Group
Facilitator, MACAE Governmental Affairs Committee
Past President, Berrien County Community Education Association
Member, Berrien County Alternative Education Directors
Office of Adult Learning Strategy Group, Office of Adult Learning Post-Secondary Strategy Group
Member of Statewide Transformation Task Force for Adult Learning
Berrien County Juvenile Justice Task Force
Past President, Frederick County Recreation Consortium.

AWARDS

Office of Adult Learning Administrator of the Year, 2013 and 2005
Legacy Award, 2011, MACAE
Program of the Year, 2008, MACAE

ADVOCACY

Chair of state-wide advocacy group, the Michigan Adult and Community Education Governmental Affairs Task Force. Led grassroots advocacy efforts state-wide for adult education issues and funding. Testified before the State of Michigan Legislature, House and Senate, on many occasions on behalf of adult learners across the state.

REFERENCES AVAILABLE UPON REQUEST

Beth Baker

10480 Ruthmere
Grosse Ile, MI 48138
734.552.6803
beth@wayprogram.net

EXPERIENCE

Co-Founder, Executive Director W-A-Y (Widening Advancements for Youth) Program 2010-Current

Developed and implemented a state wide W-A-Y Program and network
Developing a national plan for W-A-Y program implementation and network
Collaborating with the Inclusion Trust in the U.K

Education/School Reform Consultant, Wayne RESA; Wayne, MI 2004-2010

Wayne RESA serves 34 school districts and 350,000 students
Assist local school districts with curriculum mapping and technology planning.
Work with the state to develop professional development and grant opportunities for Models of Proficiencies and Standards Focused Project Based Learning and Assessment.
Facilitated Common Assessment development for 26 districts.
School improvement planning.
Assisted in the development of Westwood Cyber School.
Leader in the development of New Tech High School Network in Michigan.

Galileo Leadership Academy Participant, Galileo Institute; Oakland & Wayne County, MI 2005-2007

Develop and support participants in their journey to become exemplary professionals and models of educators as leaders and learners within their organizations.
Create and develop structures, strategies, and skills to effect organizational efforts resulting in healthy learning communities.
Establish relationships among K-12 educational organizations and community colleges in order to share visions, build partnerships, and celebrate successes.

Alternative HS, Third, Fifth and Sixth Grade Teacher, Taft Elementary; Wyandotte, MI 1997-2004

Received grants for innovative integration of science and technology.
NCA building Co-Chair and member of district NCA committee.
Successfully implemented project based learning.

Substitute Teacher, Summit Academy; Flat Rock, MI 1996-1999

Facilitate project based learning.
Served on the curriculum and technology committees.

Adjunct Faculty University of Detroit/Mercy, Oakwood Hospital; Dearborn, MI 1987-1990

EDUCATION

University of Detroit Mercy, Detroit, MI

BS General Science and Respiratory Care
Teaching Certificate K-8, DX Endorsement

Central Michigan University, Troy, MI

1997-1999 Masters of Arts in Education

Wayne State University, Detroit, MI

Ed. Specialist Certificate Administration
State of Michigan Administration Endorsement

EDUCATION

- Ed.S. Wayne State University, General Administration & Supervision
Administration & Organizational Studies, 2010
- M.A. Framingham State College, International Teaching, 2001
- B.A. Siena Heights University, English Major, Education Minor, 1995

SELECTED PRESENTATIONS AND AWARDS

21st Century Learning Environments, Michigan Association of Computer Users in Learning,
Annual Conference, March 19, 2009

The Westwood Cyber High School, Michigan Association State and Federal Program Specialists,
Fall Conference, October 2009

Senate Technology Showcase, 2009 Leadership Summit and Education Forum, State Educational
Technology Directors Association, Washington D.C., November 4, 2009

Alliance for Excellence in Online Education, Madonna University, November 6, 2009

NotSchool.net - A Proven Successful Alternative to Traditional Education, Steve Hargadon,
Future of Education Webinar, November 7, 2009

Innovative Policies Supporting Innovative International Online Learning, iNACOL, Virtual School
Symposium 2009, Austin TX, November 15-17

A Collaborative Transatlantic Model of Innovative and Inclusive Education, The World Technology
and Learning Forum, London, England, January 22-24, 2010

Where Globalization Meets School Improvement, Michigan State University, March 4, 2010

Received a National Association of Federal Education Program Administrators (NAFEPA) State Leadership
Award during the annual NAFEPA institute in Washington, D.C, 2009

Received the Apple Exemplary Program Award for 2010. Apple Distinguished Programs are recognized by Apple
for their demonstrated success in implementing 21st century learning environments.

Kelli Glenn

7321 Copper Creek Drive

Ypsilanti, MI 48197

(734) 945-7679
kglenn4@yahoo.com

Professional experience

12/2013-Present W-A-Y Program Belleville, MI
Director of Finance

Responsible for all activities of the Business Office including:

- Preparation of Annual Operating Budget & Amendments
- Responsible for Annual Financial Audit
- Compliant with all GASB & Auditing Standards
- Prepares all State & Federal Financial Reporting
- Prepares & Maintains District Cash Flow Projections & Borrowing needs
- Payroll Over Site
- Assists with REP Reporting
- Assists with Accountability & Compliance Reporting
- Assists with Employee Onboarding/Off boarding & Staff Discipline

10/2009–06/2013 Ypsilanti Public Schools Ypsilanti, MI
Business Office Manager

Responsible for all activities of the Business Office including:

- Prepares DEP & DEP Monthly Reporting
- Assists in Preparation of Annual Operating Budget & Amendments
- Responsible for Annual Financial Audit
- Compliant with all GASB & Auditing Standards
- Prepares all State & Federal Financial Reporting
- Prepares & Maintains District Cash Flow Projections & Borrowing needs
- Part of Negotiations Team that implemented a 10% Wage Concession
- Key Team Member of Implementation of Zero Based Budgeting

02/2008 – 10/2009 Ypsilanti Public Schools Ypsilanti, MI
Acting CFO

Responsible for all activities of Business Department including:

- Over site of Food Service & Maintenance Department
- Co-Negotiated Sale of Fletcher Elementary
- Over site & Compliance with 403(b) Regulations
- Over site of Risk Management, Workers Compensation & Health Care Expenditures
- Assisted in Restructure of 1998 Debt Refinancing for \$1.3 Million in Tax Payer Savings
- Financial & Project Over site of \$54 Million Bond Project
- Preparation of Annual Operating Budget & Amendments
- Responsible for Annual Financial Audit
- Compliant with all GASB & Auditing Standards
- Prepares all State & Federal Financial Reporting
- Prepares & Maintains District Cash Flow Projections & Borrowing needs

11/2002 – 02/2008 Ypsilanti Public Schools Ypsilanti, MI
Business Office Manager

Responsible for all activities of the Business Office including:

- Assists in Preparation of Annual Operating Budget & Amendments
- Responsible for Annual Financial Audit
- Compliant with all GASB & Auditing Standards
- Prepares all State & Federal Financial Reporting
- Maintains District Cash Flow Position & Borrowing
- Supervises all Business Office Employees

11/2001 - 11/2002 Bedford Public: Schools Temperance, MI
Controller

Responsible for all activities of the Business Office including:

- Supervises Business Office Personnel
- Develops Annual Budget Estimates, Projections and Proposal in conjunction with the Assistant Superintendent of Finance & Operations
- Prepares all State and Federal Reports
- Assumes Responsibility for the Annual Financial Audit
- Prepares and Amends Procedural Manuals documenting District Business Office Operations & Procedures
- Prepares & Maintains District Cash Flow Projections & Borrowing needs

01/1998 - 11/2001 Ypsilanti Public Schools Ypsilanti, MI

Accountant

Responsible for all Fund Accounting, Grant Reporting and Special Projects including:

- Assists in Preparation and Analysis of Annual Operating Budget & Amendments
- Maintains a Cash Management System including Cash Flow Analysis
- Develop, Implement and Evaluate Internal Control Systems for Compliance with GAAP
- Coordination of Audit Preparation and Audit Schedules
- Prepares all State and Federal Reports
- Supervision of Accounting Staff and Part-time Help

03/1995 - 12/1997 Lenawee Intermediate School District Adrian, MI

Accountant

Responsible for all Fund Accounting, Budget Revisions and Special Projects including:

- All Accounting Aspects of System Conversion to AS400 and CIMS Financial Software
- Cash Flow Model and Projections
- Projection of Local District ACT 18 Special Education Reimbursement
- Coordination of Audit Preparation and Audit Schedules
- All Michigan Department of Education Financial Reporting
- Payroll and Accounts Payable Backup
- Supervision of Accounting Staff and Part-time Help

09/1993 - 05/1996 Siena Heights College Adrian, MI

Part-Time Instructor

Teaching Principles of Accounting, and Managerial Accounting

Responsible for lectures, assignments, exams, grading, tutoring, etc.

03/1993-02/1995 QED Environmental Systems, Inc. Ann Arbor, MI
Accountant
Responsible for All Taxes and Special Projects

01/1991 - 08/1992 State Auditor's Office-Colorado Denver, CO
Auditor II

Responsible for Performance and Financial Audits of State Agencies
Incorporating the following tasks:

- Analyzed State Agencies to Determine Program Effectiveness and Efficiencies

Evaluated Program Goals and Objectives

- Determined Compliance with State and Federal Laws and Regulations
- Audited Agency Financial Statements
- Reviewed Internal Controls
- Presented Findings to Management and Agencies
- Collaborated on Writing Audit Reports
- Analyzed System Operations
- Supervised Staff Members

Education

1989 - 1990 Colorado State University Fort Collins, CO
Masters of Science in Accounting

- Grade Point Average: 3.7/4.0
- Beta Alpha Psi
- Vice-President & Secretary of Colorado State University Graduate Business Council

1985 - 1989 Eastern Michigan University Ypsilanti, MI
Bachelor of Business Administration in Accounting

- Grade Point Average: 3.4/4.0
- Member of University Honors Program
- Mortar Board

Professional memberships

Michigan School Business Officials, CFO Certified Renewed July 2011

2009-2010 Regional President of Washtenaw/Livingston County School Business Officials

President of CIMS Users Group for Lenawee and Monroe Counties 1995-1996 fiscal year

Michigan School Business Officials, Member 10+ Years

**Community
activities**

Ypsilanti Community Schools Advisory Group: High Quality Teachers
and Teaching, Subcommittee: Secondary Program Configuration

Active Member of Ann Arbor Church of Christ

K-5th Grade Teacher of Children's Worship

Annual Participant in Christmas in Action

Girl Scout Leader for 7 years

**Interests and
activities**

Member of Cottonwood Cloggers Dance Club

Canoeing

Worship Skits

References

Business and personal references are available and will be furnished on
request

MADLINE BLACK



📍 22781 Clinton Street, Taylor, Michigan 48180 📞 313-613-9779 ✉ Leadingbyinfluence@gmail.com



Creative, dedicated, and results-focused educational leader, equipped with expertise in utilizing principles to develop plans and materials, technology, and differentiated methods in multicultural settings. Possess strong writing and speaking skills, complemented with the ability to collaborate efficiently with colleagues and management. Proficient in identifying business requirements, performing gap analysis between goals and existing procedures, and designing process and system improvements to increase productivity and control costs. Adept in working cooperatively and communicating effectively with others. Ensure accurate and precise performance in all work-related assignments to contribute to departmental development.

CORE COMPETENCIES

<i>Curriculum Mapping and Development</i>	<i>Educational Administration</i>	<i>Training and Mentoring</i>
<i>Compliance</i>	<i>Staff Development/Team Building</i>	<i>Building Management</i>
<i>System Development and Implementation</i>	<i>Technology Integration</i>	<i>Student Recruitment</i>

PROFESSIONAL EXPERIENCE

WAY ACADEMY Detroit, Flint, and WAY Michigan

Assistant Superintendent

2017 -

Leading the implementation of district-wide strategies targeted to improve academic achievement and eliminate opportunity and achievement gaps by enacting instructional competencies--creating safe, healthy, and sustaining learning environments for all students. Work engage all students in cognitively-demanding tasks and instruction, and employing strategies for assessment for learning that allow students to authentically develop and demonstrate their knowledge and skills Work with central office and school leaders to develop and implement a system to monitor the progress and impact of district-wide programs. Leading efforts to continually improve program model(s), curricula, interventions, assessments, instructional programs, and other supports based on findings from formal and informal program evaluations.

Career Highlights:

- Instructional Leadership
- Management of facilities, nutrition, district operations
- Curriculum Design
- Built and developed leadership capacity in others
- Maintain a trusting partnership with the School Board
- Budget creation and management

"The task of leadership is not to put greatness into humanity, but to elicit it, for the greatness is already there."

JOHN BUCHAN (1875-1940)

MADLINE BLACK



📍 22781 Clinton Street, Taylor, Michigan 48180 📞 313-613-9779 ✉ Leadingbyinfluence@gmail.com

WAY ACADEMY

Director (Principal)

2013 - 2017

Successfully established and lead 7th -12th grade project based schools throughout Michigan. Developed teaching and support staff in effective instructional strategies and practices. Lead students, staff , parents, and community stakeholders in establishing a positive and safe school culture. Managed all state/local test assessments and worked with teaching staff to adjust, curriculum, instruction and academic goals based on data. Responsible for all aspects of school management and compliance.

Career Highlights:

- Instructional Leadership
- Title I, II, and 111 oversight
- Curriculum Design
- Planned professional development
- Coordination of all state and local assessments
- Building management.
- Lead School Improvement
- Developed Student Discipline and PBIS (Positive, Behavioral, Interventions, and Support)

WAY Program

Director of School Partnerships

2016 - 2017

Curriculum and operational support for seven separate school districts throughout Michigan. Provided support for implementing and maintain the online, and blended learning curriculum and learning model. Managed staff at many of these districts and oversaw the budgets.

Career Highlights:

- Managed both online and blend learning implementation of the online learning platform
- Assisted in setup and management of learning labs around the state
- Worked to establish and balance budgets
- Conducted professional development and training
- Assured successful compliance with state requirements
- Managed state testing process and procedures
- Assured count day and auditing requirement were established and followed

WIDENING ADVANCEMENTS FOR YOUTH (WAY) ▪ Belleville, MI

Quality Assurance Director

2010-2012

Performed thorough review and monitored the development of processes, communications, and analysis of key data points, while looking for opportunities to promote positive outcomes for learning. Supervised the successful and continued implementation of the WAY learning model and assisted in maintaining a safe learning environment. Organized and facilitated training of teachers and other stakeholders participating in various WAY programs implemented around the country. Applied exemplary interpersonal skills in meeting with director of various school districts to assure fidelity of the WAY program model. Traveled to various campus laboratory locations; trained laboratory mentors and assisted students in adapting to the WAY

MADÉLINE BLACK



📍 22781 Clinton Street, Taylor, Michigan 48180 ☎ 313-613-9779 ✉ Leadingbyinfluence@gmail.com

program. Prepared and delivered presentations regarding the WAY program at board meeting and various political venues and conferences.

Career Highlights:

- Designed and developed organizational wide process and procedures
- Curriculum Design and oversight
- Data mining and development
- Corrected implementation issues at various Michigan school districts
- Developed and maintained online safety procedures for students and staff
- Human resource operations and management

WESTWOOD SCHOOLS ▪ Dearborn Heights, MI

Teacher 2005–2010

Worked in various teaching roles with in the district. Demonstrated expertise in training students in grades K–6 on computer technology, such as Microsoft applications and Adobe Photoshop. Efficiently educated students on keyboarding as well as computer maintenance. Co-Taught with classroom teachers. Worked to establish the districts new PBL blend learning initiative. Lead training for new teachers as well as taught students through PBL. During a brief layoff I severed as a 5th grade and 7th grade teacher in Oak Park and Inkster MI.

EDUCATION AND OTHER CREDENTIALS

Bachelor of Science in Business/Information Systems ▪ 1996

WAYNE STATE UNIVERSITY ▪ Detroit, MI

Dean's List

Master of Education ▪ 2005

MARYGROVE COLLEGE ▪ Detroit, MI

Education Specialist (EdS) 2012

JONES INTERNATIONAL UNIVERSITY , CO

Michigan Professional Teaching License - Current

Michigan School Administrator Certificate -Current

PAUL K. FERSHÉE

1152 Nottingham Road, Grosse Pointe Park, MI 48230 • (248) 496-4053 • paul@fershee.com

EXPERIENCE PROFILE:

- 2015-present** **WAY Program**
Belleville, MI
C.O.O.
Providing operational oversight for charter school facilities, school nutrition programs, regulatory compliance and human resources.
- 2006-2015** **ACHIEVE GROUP, INC.**
Birmingham, MI
President
Providing management and business/insurance consulting services for new and established companies. Projects include development of Teachers Achieve Insurance Agency, Injury Management Services LLC & Festive LLC.
- 2005 - 2006** **SUBROGATION PARTNERS, LLC**
Southfield, MI
President - Capital Division
Managed capital development of subrogation assets within the insurance community. Provided marketing oversight and product development for a \$100M fund dedicated to subrogation purchase, financing and advance payment against future recovery. Program dissolved upon acquisition of company by Aon.
- 1999 - 2005** **LATITUDE SUBROGATION SERVICES, LLC**
Bloomfield Hills, MI
President
Established subrogation TPA using the concept of subrogation purchase in addition to traditional contingent fee services. Delivered operations oversight, marketed to insurance programs and provided strategic planning accomplishing significant growth. Latitude was profitable within two years enjoying a solid reputation for delivery of professional subrogation services.
- 1994 - 1999** **INSURANCE PROJECTS, LLC**
Birmingham, MI
President
Provided direct and advisory management for existing and start-up insurance programs and regulatory agencies. Operational oversight applied to marketing, administration, automation, claims, underwriting, regulatory actions, policy services, and billing. Created non-standard auto program for North Pointe Insurance Company, which was operational in 5 months, writing \$3 million in premium in year one.

1988 - 1994

MEEMIC

Auburn Hills, MI

Executive Vice President & Chief Operating Officer

Managed day-to-day operations, human resources, and agency interaction for Michigan's 10th largest auto insurance carrier, an A.M. Best "A" rated personal lines insurance company. Served as Board Secretary and General Counsel.

EDUCATION:

Thomas M. Cooley Law School, Lansing, MI

J.D.

Western Michigan University, Kalamazoo, MI

B.A.

PROFESSIONAL AFFILIATIONS

- Member, State Bar of Michigan (P28795)
- Member, Detroit Athletic Club
- Past President, Detroit Rotary

SCOTT JAMES HENWOOD

OBJECTIVE AND EDUCATIONAL PHILOSOPHY

Seeking an educational leadership position that allows me to be able to help students to learn to be successful in the everchanging work place, no matter what career choice they make.

My educational philosophy starts with vision. Vision gives us direction and purpose. It helps us to answer: "Why are we doing what we do?" I believe every educational community needs to have a strong vision to drive the educational process. This vision needs to be developed in collaboration so that everyone is on the same page.

The next important part of my philosophy focuses on building a strong support team. Education isn't something that just happens. It is a process of action. Therefore, we need a great team that works together building an exceptional game plan, and then goes out and executes the plan as one.

Finally, my philosophy focuses on creating and shaping an environment that continues to stay true to the vision. Education must come first across the board. It must come first within the community, financially, in professional growth, technology, resources, involvement, and in commitment to excellence. We must create an environment that will be a leader in the educational community and one that others will want to mimic. We must establish an environment that will allow students to thrive and be prepared for their future in the everchanging global market of the 21st Century.

EDUCATION

Ball State University, Muncie, IN

Masters of Arts in Education

Graduated: July 2015

Major: Educational Administration and Leadership

- Indiana Administrative License issued in July 2015
- Michigan Administrative License issued in February 2017

Saginaw Valley State University, University Center, MI

Teaching Certification in Secondary Education, 5-12 Certified: June 2006

Major: History Minor: Physical Education, Health, and Recreation

Central Michigan University, Mt. Pleasant, MI

Bachelor of Applied Arts

Graduated: May 1997

Major: Sport Studies Minors: Broadcasting and Coaching

Director/Principal

WAY Academy of Flint, Flint, MI

June 2017 – Present

- School Academic Leader
- Evaluate all staff
- Marketing Developer
- Building community partnerships (ex. Learning Dreams, United Way, Chamber of Commerce, Culture Center, Asbury United Methodist Church, Farmer's Market, STEM Genius.)
- Develop staff professional development
- Interview and hiring of faculty / staff
- Curriculum development and improvements in a blended learning school model based on project-based learning
- Program management, marketing, evaluation, and assessment
- Manage school security and safety
- Manage student discipline, attendance, and student activities
- Building relationships with families through monthly parent meetings
- Manage general, Title I, II, and IV budgets
- Substitute Teacher when needed

Program Director

Delaware Christian Academy, Muncie, IN

April 2017 – June 2017

- Consulting on educational researching, developing, marketing, and implementing new educational programs for K-12
- Grant based funding

High School Assistant Principal

Andrean High School, Merrillville, IN

July 2015 - April 2017

- Manage student discipline, attendance, student activities, and school transportation
- Classroom evaluation
- Coordinate workshop and seminar presentations
- Interviewing and hiring of faculty and staff
- Manage school security and safety
- Curriculum development and improvements
- Program management, marketing, evaluation, and assessment
- Leadership and teambuilding
- Director of Parent Ambassador Guild
- Leader of School Diversity Committee
- Member of Indiana Association of School Principals

High/Middle School Teacher

South Knox Middle/High School, Vincennes, IN August 2010 - July 2015

- Content areas: World History and Health
- School Safety Committee
- School Improvement Committee

High School Teacher

Detroit Midtown Academy, Detroit, MI August 2009 - June 2010

- Content areas: Health and 21st Century Learning

High School Teacher

Riverside Academy, Mt. Clemens, MI August 2007 - June 2009

- Content areas: World History, U.S. History, Health, and Physical Education
- Representative for the school in the ALNET program
- Team Leader of School – Procedures and Policies Committee
- Alternative Education Learning Environment

Associate Teacher

L'Anse Creuse High School – North, Macomb, MI August 2005 - April 2006

- Content areas: World History and Physical Education

WORK EXPERIENCE

Sales Representative

Lanier Worldwide Inc., Southfield, MI April 2003 - January 2004

Rehab Technology Specialist

National Seating and Mobility, Troy, MI November 2000 - April 2003

Customer / Dealer Relations Agent

Daimler Chrysler, Auburn Hills, MI April 2000 - November 2000

Field Marketing Specialist / Project Manager / Event Marketing Specialist

Carlson Marketing Group, Troy, MI June 1997 - April 2000

OTHER RELATED EXPERIENCE

Varsity Girls Basketball Coach

South Knox Middle/High School - Vincennes, IN 2011 - 2014

Eighth Grade Boys Basketball Coach

South Knox Middle/High School - Vincennes, IN 2010 - 2011

Junior Varsity Girls Basketball Coach

L'Anse Creuse High School – North, Macomb, MI 2008 - 2010

Junior Varsity Boys Basketball Assistant Coach

L'Anse Creuse High School North, Macomb, MI 2007 - 2008

Freshman Boys Basketball Coach

L'Anse Creuse High School North, Macomb, MI 2005 - 2006

Varsity Boys Basketball Assistant Coach

Dakota High School, Macomb, MI 2003 - 2004

Instructor of Sportys for Shortys (Ages 3-8 Boys and Girls)

Saginaw Recreation Center, Saginaw, MI 2004 - 2005

Youth Basketball Coach

Immanuel Lutheran Church, Macomb, MI 1998 - 2002

PROFESSIONAL REFERENCES

Rick Piwowarski

Principal of Resurrection College Prep High School

4930 W. 134th St., Unit 105

Crestwood, IL 60445

Phone: 708-691-6696

Email: Rickpiwo@gmail.com

Brad Case

Retired Superintendent of South Knox School Corporation

North Knox Elementary Principal

2148 S. Robinson Rd.

Vincennes, IN 47591

Phone: 812-881-8277

Email: bradcase72@gmail.com

Jeff Dhonau

Retired Principal of South Knox Middle/High School
3469 E. Stoneybrook Ct.
Vincennes, IN 47591
Phone: 812-255-0141
Email: jcdhonau@cinergymetro.net

Tim Grove

Superintendent of South Knox School Corporation
Phone: 812-726-4440

Dr. John Quick

Superintendent of Bartholomew Consolidated School Corporation
Supervisor for Ball State's Administrator Internship Program
Phone: 812-376-4234

Tony Burkhardt

CEO of Burkhardt Insurance
Former South Knox Girls Basketball Varsity Assistant
Phone: 812-881-7175

Bob Johnston

L'Anse Creuse High School – North
Girls Varsity Basketball Coach and Teacher
Phone: 586-668-8459

Kelly Murphy

Director of IT at Andean High School
Phone: 219-313-5430

Bill Mueller

Athletic Director of Andean High School
Phone: 219-433-7541

Chris Lancaster

Athletic Director of South Knox Middle/High School
Phone: 812-726-4450

BRETT EMIL



CONTACT

Address - 275 Garling Drive, Plymouth, MI 48170

Phone - 734-837-7241

Email - emilbrett@gmail.com

EXPERIENCE

WAY

2013 - Present

Ast. Director of Development

- Responsible for instructional design, curriculum, and online teaching staff including subject matter teachers and curriculum designers.
- Successfully completed a \$240,000 contract to create 6-12 curriculum aligned to Common Core & State Standards.
- Designed an LMS support area that included over 50 user guides, online tutorials, video tutorials, and job aids.

2012 - 2013

Professional Development Coordinator

- Led 4 member design team in developing a new hire training workshop including online modules and instructor led sessions.
- Facilitated 32 professional development workshops for clients such as Midland Public Schools, Detroit Leadership Academy, and Niles Public Schools.

2010 - 2012

Lead English Teacher

- Led a team of 5 English teachers in designing instructional goals, online coursework, and an evaluation structure for the online courses.
- Launched a video instruction project that resulted in over 700 instructional videos created by teaching staff using Camtasia and hosted on YouTube.

Westwood Community Schools

2009 - 2010

English Teacher

- Classroom English teacher responsible for the education, development, and performance of 100+ high school students.

EDUCATION

Boise State University

2015 - Present

M.S. Organizational Performance and Workplace Learning

Instructional Design Graduate Certificate - 2017

Wayne State University

2004 - 2008

B.S. Secondary Education

Latin Honors - Cum Laude

A&W Student Leader Scholarship

SKILLS

Articulate Storyline
Adobe Captivate
Adobe Creative Suite

Powerpoint
Camtasia
HTML / CSS

Project Management
LMS Administration
Needs Analysis

Prototyping
Agile Design
SCORM / xAPI

PERSONAL DETAILS

Name: Kyle Karriker
Residential Address: 13302 Westlake Cir, Belleville, MI
Mobile: (734) 756-5743
Email: kylekarriker@gmail.com

EDUCATION HISTORY

Eastern Michigan University, Ypsilanti, MI Sep 2013 – Apr 2017
B.S. Public and Nonprofit Administration w/ Nonprofit concentration

Schoolcraft College, Livonia, MI Sep 2012 – Aug 2013

Canton High School, Canton, MI Sep 2008 – Jun 2012
High School Diploma

WORK EXPERIENCE

Widening Advancements for Youth, Belleville, MI May 2017 – Current
Secretary to the Superintendent

- PBIS Coordinator and Data Coach for Promoting Positive School Climate initiative.
- Support marketing efforts by seeking and applying 21st century solutions to student enrollment and retainment needs.
- Answering phones, filing, email correspondence, and calendar management.
- Assist with compliance tasks by providing audit support and ensuring centrally-controlled policies and procedures are being followed on a building level.

Washtenaw Intermediate School District, Ann Arbor, MI Jan 2017 – May 2017
Grants Assistant

- Create and revise contracts/contract amendments for grant-funded projects.
- Schedule and coordinate meetings for several programs.
- Gather and mail documentation for truancy law enforcement.
- Prepare reports tracking grant progress, legal compliance, and status of funds.

Starfish Family Services, Inkster, MI Feb 2016 – Jan 2017
Volunteer/Intern

- Developed an excel-based resource sharing database.
- Created and coordinated a google docs form-to-spreadsheet class registration process.
- Assisted with the process of data entry and presentation for several programs.
- Reviewed and provided feedback on grant applications.

H&R Block, Canton, MI Jan 2014 – Apr 2017
Receptionist

- Performed marketing tasks such as signage placement, business card exchanges, and advertisement arrangements.
- Handled incoming and outgoing client service-related phone calls.
- Managed office building's supply inventory.

SKILLS

Computer Skills

- Ability to consistently type at 75-100 words per minute.
- Proficient in both Windows and Macintosh operating systems.
- Proficient in Microsoft products including Word, Excel, PowerPoint, Access, Office 365, and SharePoint.
- Proficient in Google Docs, Slides, Forms, Sheets, and interaction between the four applications.

REFERENCES

James Ivers

- Professor at Eastern Michigan University
- jivers@emich.edu

Sarah Hierman

- Grants Manager at Washtenaw Intermediate School District
- shierman@washtenawisd.org
- (734) 994-8100 ext. 1274

Julie Hanna

- Senior Strategic Intelligence Consultant at Health Alliance Plan
- (734) 945-7454

Clark Edwards

- Office Manager at H&R Block
- (717) 333-9486

Attachment 2



W-A-Y™

Widening Advancements for Youth

WAY Academy-Muncie will ensure that all Board members complete the Statement of Economic Interest and Conflict of Interest Form for each governing board member once board members have been identified.

Exhibit C

Statement of Economic Interest & Conflict of Interest Form
(Must be completed individually by each Board member)

Background

1. Name of charter school on whose governing board you serve:
2. Your full name:
3. Your spouse's full name:

Employment

4. Brief educational and employment history (no narrative response is required if your resume is attached to the charter application).
 My resume is attached.
 My resume is not attached. Please provide a narrative response:
5. List the name(s) of your current employer(s) and the nature of the business (an "employer" is defined as "any person from whom the board member or the board member's spouse receives more than thirty-three (33%) of their income");
6. List the name(s) of your spouse's employer(s) and the nature of the business;
7. Do you and/or your spouse currently operate a sole proprietorship or professional practice?
 No.
 Yes. Please provide the name and describe the nature of the business:
8. Are you and/or your spouse a member of a partnership and/or limited liability company?
 No.
 Yes. Please provide the name and describe the nature of the business:
9. Are you and/or your spouse an officer or director of a corporation?
 No.
 Yes. Please provide the name and describe the nature of the business:

Conflict of Interest Disclosures

1. Do you or your spouse have a personal or business relationship with any other board member for the proposed school?
 No.
 Yes. Please identify the board member and indicate the nature of the relationship:

2. Do you or your spouse have a personal or business relationship with anyone who is conducting, or who plans to conduct, business with the charter school (whether as an individual or as a director, officer, employee or agent of another entity)?
- No.
- Yes. Please identify the business and indicate the nature of the relationship:
3. Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the school?
- No.
- Yes. Please describe the nature of the business that is being, or will be, conducted:
4. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a personal or business relationship with any employees, officers, owners, directors or agents of the service provider?
- Not applicable.
- No.
- Yes. Please describe the relationship:
5. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members have a direct or indirect ownership, employment, contractual or management interest in the service provider?
- Not applicable.
- No.
- Yes. Please provide a description of the interest:
6. (If the school intends to contract with an Education Service Provider). Do you, your spouse, or any immediate family members conduct, or anticipate conducting, any business with the provider?
- Not applicable.
- No.
- Yes. Please describe the nature of the business:
7. Are you, your spouse, or any other immediate family members, a director, officer, employee, partner or member of, or are otherwise associated with, any other organization that is partnering, or plans to partner, with the charter school?
- No.
- Yes. Please describe the relationship and the nature of the partnership:
8. Are there any other potential ethical or legal conflicts of interests that would, or are likely to, exist should you serve on the school's board?
- No.
- Yes. Please describe the nature of the potential conflict(s):

10. Do you understand the obligations of a charter school's board of directors to comply with Indiana's Public Access laws, including the Open Door Law and the Access to Public Record Act?
- Yes.
- Don't Know/ Unsure.

I, certify to the best of my knowledge and ability that the information I am providing to the Indiana Charter School Board as a prospective board member for the above charter school is true and correct in every respect.

Name

Signature

Date

Attachment 3



W-A-Y™

Widening Advancements for Youth

ESP AGREEMENT PLAN

An Educational Service Provider (ESP) Agreement will be developed and established between WAY Academy-Muncie and a servicing agency. The agreement is expected to be based on the attached active WAY Academy-Flint ESP Agreement. This Agreement was recently entered into following reauthorization of WAY Academy-Flint for another five (5) years, 2018-2023.

Any requirements under Indiana law or pursuant to Indiana Charter School Board requirements that may not be a part of the attached example agreement will be included. Additionally, negotiated differences agreed to between the Academy and the Educational Service Provider will modify the example agreement.

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the 2nd day of August, 2018, by and between W-A-Y Widening Advancements for Youth, a Michigan non-profit corporation ("**W-A-Y**"), and W-A-Y Academy-Flint, a body corporate and public school academy (the "**Academy**").

RECITALS

The **Academy** is a charter school, organized as a public school academy under the Revised School Code (the "**Code**"), MCL §380.1 *et. seq.* The **Academy** was issued a contract to charter a public school academy by Lake Superior State University Board of Trustees, a Michigan public body corporate ("Lake Superior State University" or the "Authorizer") to organize and operate a public school academy. The **Academy's** Charter Application and the Charter Contract between the Academy and Authorizer, and all amendments to the Charter Contract, are collectively referred to as the "**Charter**". The first Charter expires on June 30, 2018. Lake Superior State University is expected to reauthorize the Academy's charter on or before July 1, 2018, and issue a new contract effective July 1, 2018, through June 30, 2023 (the "**LSSU Contract**").

W-A-Y and the **Academy's** Board of Directors (the "**Board**") desire to enter into a new agreement running concurrent with the LSSU Contract whereby **W-A-Y** will provide the educational services described herein while the Board shall retain its full, complete and plenary statutory powers to govern the **Academy**. The **Academy** and **W-A-Y** agree that no provision of this **Agreement** shall be construed to interfere with the Board's duty to exercise its statutory, contractual and fiduciary responsibilities in governing the operation of the **Academy**. The parties acknowledge and agree that the Board is an independent, self-governing public body which shall operate in accordance with the LSSU Contract and applicable law.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Authority. The Board represents that it is authorized by law to contract with a private entity and for that entity to provide educational, business administration and management services. Upon issuance of the LSSU Contract to the Board by the Authorizer, the Board will be vested with all powers and authority necessary to operate a charter school under the Code.

B. Management Services. Subject to the terms and conditions of this Agreement, the Academy hereby contracts with W-A-Y, to the extent permitted by law, for the provision of all labor, materials, equipment and supervision necessary for the provision of educational, business administration and management services.

C. LSSU Contract. This Agreement shall be subject to and comply with the terms and conditions of the LSSU Contract, the terms of which are incorporated herein by reference.

D. Designation of Agents. Neither W-A-Y nor its employees, agents or representatives shall be deemed an agent or employee of the Academy solely on account of this Agreement, except as follows.

1. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the Chief Administrative Officer of the Academy (the "CAO"). The Board resolution shall designate W-A-Y's superintendent of schools or W-A-Y's chief financial officer, or such other W-A-Y officer or employee as is mutually agreed upon by W-A-Y and the Academy, as the designated agent of the CAO to assist the CAO with the performance of the CAO's duties under the Uniform Budgeting and Accounting Act, MCL §§141.421 *et seq.* (the "Budgeting and Accounting Act"). No employee of W-A-Y shall be designated as the Chief Administrative Officer although such employee may be a designee of the Chief Administrative Officer for certain purposes enumerated by Board action.

2. W-A-Y, and its respective officers, directors, employees and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Academy and its students for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. §§1232g *et seq.*, 34 CFR Part 99 ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Academy for all purposes related to FERPA.

3. During the term of this Agreement, the Academy may disclose confidential data and information (as defined in Article IX of the Agreement) to W-A-Y, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individual with Disabilities Education Act ("IDEA"), 20 USC §§ 1401 *et seq.*, 34 CFR 300.610 - 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 USC §§ 12101 *et seq.*, the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC §§1320d - 1320d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; the Michigan Social Security Number Privacy Act, MCL §445.84; and the Michigan Revised School Code MCL §380.1136- Protection of pupil privacy .

4. As otherwise expressly designated by written resolution or agreement of the Board and with consent from W-A-Y.

E. Status of the Parties. The parties to this Agreement intend that the relationship between W-A-Y and the Academy created by this Agreement is that of an independent contractor and not employer and employee. W-A-Y shall be solely responsible for its acts and

the acts of its agents, employees and subcontractors. **W-A-Y** is a non-profit Michigan corporation, and is not a division, subsidiary or employee of the **Academy**. The **Academy** is a body corporate and governmental entity authorized by the Code, and is not a division, subsidiary or employee of **W-A-Y**. The relationship between **W-A-Y** and the **Academy** is based solely on the terms of this **Agreement**, and the terms of any other written agreements between **W-A-Y** and the **Academy**.

F. No Related Parties. **W-A-Y** will not have any role or relationship with the **Academy** that, in effect, substantially limits the **Academy's** ability to exercise its rights, including cancellation rights, under this **Agreement**. The Board shall not include any director, officer or employee of **W-A-Y**. None of the voting power of the Board will be vested in **W-A-Y** or its directors, members, managers, officers, and employees, and none of the voting power of the Board of Directors of **W-A-Y** will be vested in the **Academy** or its directors, members, managers, officers and employees (if any). Furthermore, the **Academy** and **W-A-Y** shall not be members of the same controlled group as defined in Section 1.150-1(1) of the Internal Revenue Code of 1986, as amended, or be related persons as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended. **W-A-Y** shall disclose in writing to the **Academy** any interest in property being sold or leased to the **Academy**.

ARTICLE II

TERM

Term. This **Agreement** shall be effective for five years as of July 1, 2018, through June 30, 2023, and unless otherwise terminated pursuant to this **Agreement**, this **Agreement** shall continue until the termination or expiration of the LSSU Contract. If the LSSU Contract issued by the Authorizer is revoked or terminated, this **Agreement** shall automatically terminate on the same date as the LSSU Contract is revoked or terminated without further action of the parties. The parties acknowledge that the Authorizer, as part of any reauthorization or renewal, may require that the **Academy** and **W-A-Y** submit an amended or restated **Agreement** for review by the Authorizer. The first school year of this **Agreement** shall be from July 1, 2018, to June 30, 2019, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

ARTICLE III

OBLIGATIONS OF W-A-Y

Responsibility. **W-A-Y** shall be responsible and accountable to the Board for the educational, business administration and management services of the **Academy** in accordance with the LSSU Contract. **W-A-Y** agrees to perform its duties and responsibilities under this **Agreement** in a manner that is consistent with the **Academy's** obligations under the LSSU Contract issued by the Authorizer. The provisions of the LSSU Contract shall supersede any competing or conflicting provisions contained in this **Agreement**.

A. **W-A-Y's responsibility** is expressly limited by: (i) the budget approved by the Board as provided in this **Agreement** ("Budget"), and (ii) the availability of state funding to pay for said services. Subject to Article VI(B)(3), neither **W-A-Y** nor the **Academy** shall be allowed to expend **Academy** funds on services in excess of the amount set forth in the Budget.

B. **Educational Program.** The **Academy** has adopted **W-A-Y's** educational and academic programs and goals as set forth in the LSSU Contract (collectively the "Educational Program"). **W-A-Y**, subject to the oversight of the Board, agrees to implement and administer the Educational Program. The Educational Program was developed by **W-A-Y**; in the event that **W-A-Y** reasonably determines that it is necessary or advisable to make material modifications to the Educational Program, **W-A-Y** shall inform the Board of the proposed changes and obtain Board and Authorizer approval. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. The **Academy** and **W-A-Y** each agree that they are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, **W-A-Y** will provide the Board with a progress report detailing progress made on each of the educational goals set forth in the Educational Program.

C. **Specific Functions.** Subject to the oversight and authority of the Board as provided herein and consistent with the Budget, **W-A-Y** shall be responsible for implementing the Educational Program and the educational, business administration and management services of the **Academy** including establishment of operational practices that are consistent with Board policy. Such functions include, the following but are not limited to:

1. Student recruitment and student admissions consistent with Board policy and the LSSU Contract.
2. Implementation and administration of the Educational Program, including , the acquisition of instructional materials, equipment and supplies approved by the Board and consistent with the Budget, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board and consistent with the Budget. Acquisition of materials, equipment and supplies, as well as extra-curricular type activities are part of the Academy's Budget and general school operating expenses that may not be paid out of the Board's spending account unless specifically authorized by the Board.
3. Employment of personnel working at the Academy and management of all personnel functions, as set forth in Article VII below.
4. All aspects of the **Academy's** business administration.
5. All aspects of the accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
6. Transportation and food service to the extent such services are authorized by the Board and to the extent **W-A-Y** agrees to provide such services.
7. All aspects of the **Academy's** facility administration.

D. W-A-Y Purchases Funded by Board Spending Account. Items purchased by W-A-Y for the Academy and paid for by the Academy with funds from the Board's Spending Account, as defined in Article VI(B)(3), such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the Academy. At the Board's request, W-A-Y shall provide the Board on an annual basis with a listing of all assets owned by the Academy. The property of the Academy excludes items leased, financed or purchased by W-A-Y with W-A-Y's Fee as defined in Article VI(C). W-A-Y agrees not to add any fees to the cost of equipment, materials or supplies purchased by W-A-Y on behalf of the Academy with funds from the Board's Spending Account. Additionally, all such supplies, materials and equipment procured for the Academy by W-A-Y from the Board's spending account shall be inventoried pursuant to a method acceptable to the Academy and W-A-Y and such inventory shall be maintained in a manner that clearly establishes which property belongs to the Academy.

E. W-A-Y, in making such purchases for the Academy pursuant to subparagraph D above shall comply with Section 1274 of the Code, MCL. 380.1274, as if the Academy were making such purchases itself from a third party, and shall provide the Board, upon request, with available documentation evidencing the costs associated with such purchases.

F. Subcontracts. W-A-Y reserves the right to subcontract any and all aspects of all services it agrees to provide to the Academy, including, but not limited to transportation and/or food services. However, W-A-Y shall not subcontract the management or oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board.

G. Place of Performance. Consistent with the LSSU Contract and Board policies, W-A-Y shall be responsible for the recruitment and admission of students. Students shall be selected in accordance with the procedures set forth in the LSSU Contract and in compliance with applicable law and Board policies. Marketing costs paid for out of W-A-Y's Fee shall be limited to those costs approved in the Budget and are specific to the marketing of the Academy and shall not include costs for the marketing of W-A-Y or any other school.

H. Student Recruitment. W-A-Y reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the LSSU Contract or applicable law.

I. Due Process Hearings. W-A-Y shall provide student due process hearings in conformity with the requirements of the LSSU Contract and applicable law regarding discipline, special education, confidentiality and access to records. W-A-Y shall give, to the extent practicable, prior notice to the Board of due process hearings. The Board shall retain the right to provide due process as required by law.

J. Legal Requirements. W-A-Y shall implement and enforce the rules, regulations and procedures approved by the Board and that are consistent with the LSSU Contract and applicable law.

K. Rules and Procedures. W-A-Y shall recommend for approval by the Board proposed rules, regulations, policies and procedures applicable to the **Academy**. W-A-Y is authorized and directed by the Board to enforce those rules, regulations, policies and procedures adopted by the Board.

L. School Year and School Day. The school year and the school day schedule shall be approved by the Board as required under the LSSU Contract.

M. Pupil Performance Standards and Evaluation. Consistent with the LSSU Contract, W-A-Y shall implement pupil performance evaluations that permit evaluation of the academic progress of each **Academy** student. W-A-Y shall be responsible and accountable to the Board for the academic performance of students who are enrolled in the **Academy**. W-A-Y will utilize assessment strategies required by the terms of the LSSU Contract and applicable law. The Board and W-A-Y will cooperate in good faith to identify academic goals and methods to assess the students' academic performance.

N. Services to Disabled Students and Special Education. W-A-Y shall provide special education services to students who attend the **Academy** in conformity with the requirements of the LSSU Contract and applicable law. W-A-Y may subcontract as necessary and appropriate for the provision of services to students with special needs. All services shall be provided in a manner that complies with applicable law.

O. Contract between the Academy and Authorizer. W-A-Y will not act in a manner that causes or would cause the **Academy** to be in breach of the LSSU Contract.

P. Unusual Events. W-A-Y agrees to timely notify the Board of any anticipated or known material: (i) health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could reasonably be expected to adversely affect the **Academy** in complying with the **Academy's** responsibilities under the LSSU Contract, this **Agreement** or applicable law.

Q. Academy Records. The financial, educational and student records pertaining to the **Academy** (collectively the "Academy Records"), are property of the **Academy**. Except as may be prohibited or limited by the LSSU Contract or applicable law, the Academy Records shall be available to the Board, the Board's auditors, and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to applicable law. All Academy Records shall be physically or electronically available upon request at the **Academy's** physical facility.

R. Certain Prohibitive Conduct Regarding Personally Identifiable Information: Except as permitted under the Code, W-A-Y 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.

S. Certain Prohibitive Conduct Regarding Academy Student Records. If W-A-Y receives information that is part of an **Academy** student's education records, W-A-Y shall not sell or otherwise provide the information to any person except as permitted by the Code. For purposes

of paragraphs R above and this subsection S, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136.

T. Intellectual Property Rights. "Educational Materials" shall include (without limitation) all educational technology, including, but not limited to: software, hardware and Internet applications; all curriculum, print and electronic textbooks; all instructional materials, lesson plans, teacher guides, workbooks, and tests; and all other curriculum-related materials.

The **Academy** will own all proprietary rights to Educational Materials that: (i) have been developed by the **Academy** and are owned by the **Academy** on the date this Agreement is entered into; (ii) are developed by the **Academy** and paid for out of the Board Spending Account (as defined in Article VI(B)(3)); or (iii) are developed by **W-A-Y** or a third party at the direction of the **Academy** and paid for out of the Board Spending Account (the "Academy Materials").

W-A-Y shall own all proprietary rights to, and the **Academy's** proprietary interest shall not include, Educational Materials that were developed by **W-A-Y** or copy written or similarly protected by **W-A-Y**. **W-A-Y** shall own all intellectual property rights, including (without limitation) copyrights in and to the Educational Program and all Educational Materials relating thereto, as well as any non-curriculum materials created or provided by **W-A-Y** in connection with, or related to, the implementation of the Educational Program including, without limitation, all corrections, modifications, and derivatives thereof (collectively all of the foregoing shall be referred to as the "W-A-Y Materials").

The parties acknowledge that to the extent the Academy Materials are derivative of **W-A-Y** Materials, the Academy's intellectual property ownership rights extend only to the new, original aspects of such works and not to any underlying or pre-existing material. Relevant Educational Materials and teaching techniques used by or at the **Academy** shall be subject to disclosure to the extent required under the Code and Freedom of Information Act.

W-A-Y hereby grants to the **Academy** the non-exclusive, non-transferable license to use the **W-A-Y** Materials in furtherance of the Educational Program during the term of this Agreement including, without limitation, the right to reproduce, publicly display, distribute, and create derivatives of same, in hard copy format, or electronically via the Academy's intranet. To the extent any part of the Academy Materials may be a derivative of **W-A-Y** Materials, the **Academy** shall have the non-exclusive, non-transferable right to use such **W-A-Y** Materials, as same may have been previously embodied or incorporated in the Academy Materials, beyond the termination or expiration of this Agreement solely in connection with the operation of the **Academy** and in the ordinary course of such operations. The **Academy** represents and warrants that during the term of this Agreement, or following the expiration or termination of this Agreement, the **Academy** will not exploit, or assist any third party in exploiting, the Academy Materials or any **W-A-Y** Materials for commercial purposes.

W-A-Y hereby grants the **Academy** the non-exclusive, non-transferable license to use **W-A-Y** trade names and **W-A-Y** trademark(s) to promote and advertise the **Academy**. No other use of the **W-A-Y** trademarks is permitted without **W-A-Y's** prior written permission. The **Academy** shall acquire no rights in the **W-A-Y** trademarks, and all goodwill of the **W-A-Y** trademarks shall inure to the benefit of and remain with **W-A-Y**. **W-A-Y** shall have pre-

approval rights for each form and manner of public display of the **W-A-Y** trademarks.

U. Facility. **W-A-Y** shall use reasonable efforts to secure a facility or facilities, as needed, to be leased or otherwise provided to the Board on terms mutually agreeable to **W-A-Y** and the Board. The facility shall comply with the requirements of the LSSU Contract and applicable law. **W-A-Y** shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

V. Transparency requirements. **W-A-Y** shall make the following information available to the Academy:

1. Compliance with Section 503c. On an annual basis, **W-A-Y** agrees to provide the 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 information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the **Academy's** website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this **Agreement**.

2. Compliance with Section 12.17 of LSSU Contract Terms and Conditions. **W-A-Y** shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the LSSU Contract, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the LSSU Contract Terms and Conditions; and

3. Any other information required by law or by the LSSU contract to be disclosed.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Good Faith Obligation. The Board shall be responsible for its fiscal and academic policies. The Board shall exercise good faith in considering the recommendations of **W-A-Y**, including but not limited to, **W-A-Y**'s recommendations concerning policies, rules, regulations and budgets.

B. Assistance to W-A-Y. The Board shall cooperate with **W-A-Y** and, to the extent consistent with applicable law, shall timely furnish **W-A-Y** all documents and information necessary for **W-A-Y** to properly perform its responsibilities under this **Agreement**.

C. Unusual Events. The Board agrees to timely notify **W-A-Y** of any anticipated or known material: (i) health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that would reasonably be expected to adversely affect **W-A-Y** in complying with its responsibilities under this **Agreement**.

D. W-A-Y Office Space. Upon request by **W-A-Y**, the Board shall provide **W-A-Y** with suitable space at the **Academy**, provided: (i) the requested space is available and can be provided without materially prejudicing the Educational Program, and (ii) the requested space is used only for activities related to the **Academy**. The space shall be provided at no cost to **W-A-Y**.

E. Retained Authority. The Board shall retain the authority to make reasonable regulations in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the **Academy**, including, without limitation, regulations relative to the conduct of pupils while in attendance at the **Academy** or en route to and from the **Academy**.

ARTICLE V

SOLICITATION AND USE OF NON-GOVERNMENTAL FUNDS

W-A-Y must obtain the Board's prior written approval to solicit any non-governmental grants, donations or contributions on behalf of the **Academy**. Any such funds so received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any funds subject to this Article V that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE VI

FINANCIAL ARRANGEMENTS

A. Revenues. Except as hereinafter provided, all funds received by the **Academy** shall be deposited in the **Academy**'s depository account within three (3) business days with a

financial institution acceptable to the Board; provided, however, that upon receipt of a notice from W-A-Y, the Academy agrees to pay directly to W-A-Y all such funds that the Academy receives and that are owed to W-A-Y under this Agreement. The signatories on the Academy depository account shall solely be Board members or properly designated Board employees. Interest income earned on the Academy depository account shall accrue to the Academy. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the Academy, including but not limited to:

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

The Revenues shall be expended by **W-A-Y** in accordance with the Board's approved Budget and shall not materially deviate from the provisions of the Budget. The expenditure of Revenues received from governmental entities shall be consistent with all applicable law. The expenditure of Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article V.

B. Budget

1. **Budget.** **W-A-Y** shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Budgeting and Accounting Act and the **Academy's** LSSU Contract. The proposed Budget shall include all of the **Academy's** projected revenues and expenses at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. For the **Academy's** first school year, the proposed Budget shall be submitted prior to the beginning of the school year. Thereafter, the proposed Budget shall be submitted to the Board prior to June 1st for the next school year.

2. **Review and Approval of Budget.** The Board shall be responsible for reviewing, revising and approving the Budget in accordance with the LSSU Contract and applicable law. The Budget shall be amended by the Board from time to time as necessary to comply with the Budgeting and Accounting Act. The Board, in consultation with **W-A-Y**, shall determine the amount of Budget Reserve needed to meet annual obligations. At the direction of either **W-A-Y** or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary.

3. **Board Spending Account.** Notwithstanding any other provision of this Agreement, each school year during the term of this Agreement, the Board shall retain an amount equal to 3% of state per pupil aid reflected in the Budget for that respective school year (the "Board Spending Account"). **W-A-Y** and the Board shall mutually agree on a reasonable amount to be added to the Budget for Board Member training from year to year. The aforesaid amount shall be deposited by the Board into the Board Spending Account pro-rata during the course of the **Academy's** school year as Revenues are received by the **Academy**. All funds in the Board Spending Account are the property of the **Academy** and may be used by the **Academy** at the discretion of the Board. Funds in the Board Spending Account that are not spent by the **Academy** during the school year shall carry over to the **Academy's** next school year.

C. **Fees.** **W-A-Y** shall receive all Revenues as its Management Fee (the "Fee"), from which it shall pay all operating costs of the **Academy** as detailed in the Budget minus the amount placed in the Board Spending Account. **W-A-Y** and the Board acknowledge that operating costs include an administrative fee of 3% of state per pupil aid reflected in the budget for that respective school year payable to the Authorizer as set forth in the Contract. It is anticipated that **W-A-Y** will be paid its Fee on the same frequency that the **Academy** receives its Revenues. **W-A-Y** shall be entitled to retain as compensation for its services rendered pursuant to this Agreement the difference, if any, between the amount of the Fee and the amount actually expended by **W-A-Y** in operation and management of the **Academy** during the **Academy's** fiscal year. **W-A-Y** agrees not to add any fees or charges to the cost of equipment, materials, or supplies purchased by **W-A-Y** at the request of or on behalf of the **Academy**.

No portion of the compensation paid by the Academy to W-A-Y under this Agreement is based on a share of the net profits of the Academy. If the provisions of this Agreement regarding the Fee and reimbursement are determined to result in private business use of the Academy's facilities under Rev. Proc. 97-13 as amended by Rev. Proc. 2001-39 (and as may be further amended), the parties agree to renegotiate the Fee and reimbursement provisions of this Agreement as necessary to maintain the qualified use and tax-exempt nature of any Academy bond funded property. However, W-A-Y may terminate this Agreement in accordance with Article VIII if the Academy requests or demands a reduction in W-A-Y's Fee and reimbursements under this provision without a corresponding reduction in services to the Academy.

D. Other Schools. If W-A-Y has entered or shall enter into similar management agreements with other schools, W-A-Y shall maintain separate accounts for expenses incurred in the operation of the Academy and the other schools managed by W-A-Y, and shall reflect in the Academy's financial records only those expenses incurred in the operation of the Academy. If W-A-Y incurs expenses that are for both the benefit of the Academy and other schools managed by W-A-Y, then W-A-Y shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the Academy, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis.

E. Financial Reporting. W-A-Y shall provide the Board with:

1. The annual proposed Budget as required by the terms of this Agreement.
2. Statement of Revenues, Expenditures and Changes in Fund Balance detailing all revenues received, and all expenditures for services rendered or expenses incurred in operation of the Academy, whether incurred on-site or off-site, at each regularly scheduled Board meeting. The Statements of Revenues, Expenditures and Changes in Fund Balance shall include detail of budget to actual revenue and expenditures with an explanation of variances.
3. Written reports on Academy operations and student performance, to be provided to the Board quarterly unless otherwise reasonably requested by the Board.
4. Such other information as the Board may reasonably request to enable the Board to (i) evaluate the quality of the services provided by W-A-Y to the Academy, and (ii) timely provide all reports and information that the Academy is required to provide pursuant Schedule A this Agreement the LSSU Contract and applicable law including MCL §388.1618.

F. Access to Records. W-A-Y shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in possession of W-A-Y, and shall retain all of the required records according to the LSSU Contract and applicable law to which such books, accounts, and records relate. W-A-Y and the Board shall maintain the confidentiality of personnel, students, and other records as required by law.

G. Accounting Standards/Annual Audit.

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

2. Annual Audit. The Board shall select and retain an independent auditor to conduct an annual audit of the Academy's financial matters in accordance with the LSSU Contract and applicable law. Subject to applicable law, all records in the possession or control of W-A-Y relating to the Academy, including, but not limited to, financial records, are Academy records owned by the Academy and shall be made available to the Academy, the Academy's independent auditor and the Authorizer.

H. Contributions; Repayment. W-A-Y shall make contributions to the Academy in the event Academy expenses for the Services exceed Revenues (the "Contributions"). The Contributions, if any, shall be in amounts acceptable to the Parties and, once made, shall be included in the Budget. The Academy is not legally obligated to repay W-A-Y for the Contributions. W-A-Y's agreement to make such contributions shall not be deemed to negate or mitigate the need for the Academy to apply for or solicit grants which the Academy, as a public school, may be eligible to receive.

I. No loans. W-A-Y shall not make or extend loans to the Academy.

J. Separate Agreements Between Parties. If the Academy and W-A-Y enter into any lease agreements, lease-purchase agreements or other financing relationship, then such agreements must be separately documented and approved and are not part of or incorporated into this Agreement. All such agreements must comply with the LSSU Contract, as well as any applicable University Board and University Charter Schools Office policies and guidelines.

ARTICLE VII

PERSONNEL & TRAINING

A. Personnel. W-A-Y shall select and hire qualified personnel to perform services for the Academy. Subject to the oversight of the Board, W-A-Y shall have the responsibility and authority, subject to subparagraphs B, C and D below, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget and applicable law. Personnel working for the Academy shall be employees of W-A-Y. Each party shall be responsible for their respective employees. However, the compensation of all employees working for the Academy shall be included in the Budget. Upon Board request, W-A-Y shall disclose to the Board the level

of compensation and fringe benefits provided by W-A-Y to W-A-Y employees working for the Academy. A criminal background history and records check and unprofessional conduct search by W-A-Y in compliance with applicable law shall be conditions for the hiring of or services provided by any person who will or may be reasonably expected to have unsupervised access to and the care, custody or control of, any Academy student(s).

B. School Administrator. The Academy Administrator (the "Administrator") shall be an employee of W-A-Y and not the Academy. The duties and terms of the Administrator's employment shall be determined by W-A-Y. The Administrator shall work for W-A-Y in the operation and management of the Academy subject to the oversight of the Board. The accountability of W-A-Y to the Academy is an essential foundation of this Agreement. Since the Administrator is critical to the Academy's success, W-A-Y shall have the authority, consistent with subparagraph A above, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the Academy. W-A-Y shall consult with the Board prior to the placement and/or removal of the Academy Administrator. W-A-Y shall give due consideration to the input, if any, of the Board or Board's designated representative prior to making a final decision regarding placement and/or removal of the Administrator at the Academy. W-A-Y shall remove the Administrator from the Academy if the Board is reasonably dissatisfied with the Administrator's performance. Absent compelling circumstances, however, the Board shall give W-A-Y and the Administrator six (6) months to correct the basis for the Board's reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the Administrator the opportunity for growth and/or promotion within W-A-Y. Notwithstanding any of the foregoing, the placement of the Administrator for the Academy shall be made by W-A-Y.

C. Teachers. Teachers within W-A-Y's Educational Program are often referred to as "team leaders," "online mentors," and "lab mentors." W-A-Y shall, consistent with subparagraph A above, provide the Academy with teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of W-A-Y, work for the Academy on a full or part time basis. If working for the Academy on a part time basis, the teacher(s) may also work for other schools managed or operated by W-A-Y. The cost for such teacher(s) shall be shared proportionately among the schools for which the teacher(s) are working. Each teacher working for the Academy shall hold a valid teaching certificate issued by the state board of education or applicable state agency to the extent required by the Code.

D. Support Staff. W-A-Y shall, consistent with subparagraph A above, provide the Academy with qualified support staff as needed to operate the Academy in an efficient manner. The support staff may, at the discretion of W-A-Y, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work for other schools managed or operated by W-A-Y. The cost for such support staff shall be shared proportionately among the schools for which the support staff is working. An individual who provides a service to students in the Academy that is not teaching, and for which a license is required under Michigan law, must have the appropriate license to provide the service in Michigan.

E. Training. W-A-Y shall provide training in its methods, curriculum, program and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development as required by the Code. Non-instructional personnel shall receive training as W-A-Y determines reasonable and necessary under the circumstances.

F. Background Checks and Qualifications. W-A-Y shall comply with Michigan law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working for the Academy. The parties shall adopt and implement procedures regarding criminal history record maintenance required by the November 13, 2013 Michigan State Police ("MSP") Notice regarding Criminal History Record Information (CHRI) assuring that any Academy building where any W-A-Y contracted employee is placed receives and retains copies of the CHRI responses and that W-A-Y does not and shall not retain any copies of CHRI (electronically or physically) for any employee placed at the Academy by W-A-Y, these procedures will also adopt requirements and procedures for access to and use of the 2017 Criminal History Internet Subscription Service implemented by the MSP in accordance with the Michigan Department of Education ("MDE") guidance memoranda of February 16, 2017 (New Criminal History Internet Subscription Service) and April 6, 2017 (2017 NCJA Audit, Security and Access to CHRIS Training), as amended and updated from time to time.

G. Terms of Employment. No administrator, teacher or other member of the staff of the Academy shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with W-A-Y for services for the Academy.

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

I. All records pertaining to teacher and administrator certification, as well as a copy of W-A-Y's employee handbook for the Academy shall be maintained physically on site or shall be electronically accessible at the Academy's physical facility.

J. W-A-Y shall notify the Board if any principal or officer of W-A-Y, or W-A-Y as a corporate entity, or any related organizations in which a principal or officer of W-A-Y served as a principal or officer, has filed for bankruptcy protection in the last six months, or within an applicable preference period, whichever is longer.

ARTICLE VIII

TERMINATION OF AGREEMENT

A. Termination.

1. By W-A-Y. W-A-Y may, at its option, terminate this Agreement prior to the end of the term specified in Article II in the event the Board fails to remedy a material breach within thirty (30) days after notice from W-A-Y. A material breach includes, but is not limited to, W-A-Y's failure to receive for any reason compensation or reimbursement as required by the

terms of this **Agreement**, or the **Academy's** loss or suspension of its LSSU Contract.

2. **By Academy.** The **Academy** may terminate this **Agreement** prior to the end of the term specified in Article II in the event that **W-A-Y** shall fail to remedy a material breach within thirty (30) days after notice from the Board. A material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay **Academy** operating costs in accordance with the terms of the Budget (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board that are not in violation of the LSSU Contract, this **Agreement**, or applicable law, (iii) receipt by the Board of unsatisfactory reports regarding **W-A-Y's** performance or the performance of the **Academy** that are not adequately corrected or explained; or (iv) if this **Agreement** or its implementation would serve as grounds for revocation of the LSSU Contract or would otherwise jeopardize tax exemptions or non profit tax status of the **Academy**.

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

B. Termination/Expiration.

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

2. **Transfer of Property.** Upon termination or expiration of this **Agreement** for any reason, the **Academy** shall have the right at its sole option exercisable by written notice to **W-A-Y** delivered within thirty (30) days of the final date of termination or expiration (i) to have personal property leases relating to operation of the **Academy** assigned to and assumed by the **Academy**, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any such leases, and (ii) to purchase property owned by **W-A-Y** and used exclusively or primarily in connection with the operation of the **Academy**. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining cost basis" of such assets (as that term is defined below) at the time of purchase. This Article VIII, Section B.2. shall survive any expiration or termination of this **Agreement**. Any property transferred pursuant to this paragraph shall be delivered to the **Academy** in good, working order.

For purposes of this **Agreement**, the "remaining cost basis" of such assets shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each such item of property was acquired by

W-A-Y.

3. **Amounts Due Upon Termination or Expiration.** Except as otherwise provided in this **Agreement** or unless otherwise agreed to in writing by **W-A-Y**, upon termination or expiration of this **Agreement** for any reason, the **Academy** shall pay or reimburse **W-A-Y** for: (i) the prepaid portion of any reasonable expenses approved by the Board and paid by **W-A-Y** in accordance with the Budget; and (ii) for any outstanding liabilities that have been incurred by **W-A-Y** as of the effective date of the termination of this **Agreement** in accordance with the Budget or as a result of **W-A-Y**'s obligations under this **Agreement**. **W-A-Y** will provide the **Academy** with written documentation of all such amounts.

4. **Transition.** **W-A-Y**, for a fee reasonably acceptable to **W-A-Y**, shall assist the **Academy** for a period not to exceed ninety (90) days following the effective date of termination of this **Agreement**, with the **Academy**'s transition to another administrative or managerial company.

5. Upon termination **W-A-Y** shall, without charge, (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the **Academy**'s records for transition to any designated new management company; (iii) organize all student records for transmission to any new management company; and (iv) provide for the orderly transition of employee compensation and benefits to the new management company without disruption to staffing.

ARTICLE IX

CONFIDENTIALITY AND DATA SECURITY

A. **Commitment to Preserve.** **W-A-Y** agrees that it shall observe the policies and directives of the **Academy** to preserve the confidentiality of Covered Data and Information (defined below) to the extent that **W-A-Y**, its officers, directors, employees or designated agents are permitted to access Covered Data and Information in the course of performing services under this **Agreement**.

B. **Covered Data and Information (CDI).** CDI includes paper and electronic student education and/or medical record information supplied by the **Academy** and/or its students or parents/guardians to **W-A-Y** and includes, without limitation, "education records" and "education record information" as defined under FERPA and IDEA; "protected health information" as defined under HIPAA; "relevant records" as defined under Section 504 under IDEA; and social security numbers. CDI also includes any new records created and maintained by **W-A-Y** under this **Agreement** using CDI.

C. **Acknowledgment of Access to CDI.** **W-A-Y** acknowledges that this **Agreement** allows **W-A-Y** (its employees and agents) access to CDI, which the **Academy** may have the ultimate legal responsibility to maintain in a confidential and secure fashion. Accordingly, **W-A-Y** (its employees and agents) shall provide the **Academy** with control over the CDI sufficient to satisfy all applicable legal and regulatory standards. In any event, **W-A-Y** (its employees and agents) shall at all times make CDI available to the **Academy** within a reasonable time of receiving a request for same.

D. Prohibition on Unauthorized Use or Disclosure of CDI. W-A-Y (its employees and agents) agrees to hold CDI in strict confidence. W-A-Y (its employees and agents) shall not use or disclose CDI received from or on behalf of the Academy except as permitted or required by this Agreement, as required or authorized by law, or as otherwise authorized in writing by the Academy, a parent/guardian, or eligible student. W-A-Y agrees that it will protect the CDI it receives from or on behalf of the Academy according to commercially acceptable standards and no less rigorously than it protects its own confidential information. W-A-Y shall ensure that any employee or agent, including a subcontractor or Business Associate (as defined in HIPAA), to whom it provides CDI under this Agreement, understands and agrees to the same restrictions and conditions pertaining to use and disclosure of CDI that apply to W-A-Y under this Agreement.

E. Return or Destruction of CDI. Upon termination or other conclusion of this Agreement, W-A-Y (its employees and agents) shall return all CDI to the Academy.

F. Maintenance of the Security of Electronic Information. W-A-Y (its employees and agents) shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of, the Academy or its students. These measures will be extended by contract to all agents, including subcontractors or Business Associates, used by W-A-Y.

G. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. W-A-Y, within two business days of discovery, shall report to the Academy any use or disclosure of CDI not authorized by this Agreement or by the Academy in writing. W-A-Y's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what W-A-Y has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action W-A-Y has taken or shall take to prevent future similar unauthorized use or disclosure. W-A-Y shall provide such other information, including a written report, as reasonably requested by the Academy.

H. Remedies.

1. Notice and Opportunity to Cure. If the Academy reasonably determines in good faith that W-A-Y has materially breached any of its obligations under the data security provisions of this Agreement, the Academy, in its sole discretion, shall have the right to require W-A-Y to submit to a plan of monitoring and reporting; provide W-A-Y with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the Academy shall provide fifteen (15) days written notice to W-A-Y describing the violation and the action it intends to take.

2. Statutory/Regulatory Penalties. In addition, the parties understand and agree that W-A-Y is subject to any penalties for unauthorized disclosures or misuse of CDI that are or may be imposed, from time to time, under applicable law including, without limitation, that W-A-Y may be prohibited by law from accessing CDI for defined periods of time following any unauthorized disclosure or misuse of CDI, which shall constitute a material breach of this Agreement.

I. **Amendment for Compliance.** If the Academy believes in good faith that any data security provision of the Agreement fails to comply with applicable laws or regulations, the Academy shall notify W-A-Y in writing. Within thirty (30) business days of receipt of such notice by W-A-Y, the parties shall address in good faith the expressed concern(s) and shall amend the terms of this Agreement, if the Academy deems an amendment necessary to bring the Agreement into compliance with applicable laws and regulations. If after such thirty (30) business day period this Agreement remains non-compliant with applicable laws or regulations with respect to the concern(s) raised under this Section, the Academy shall have the right to immediately terminate this Agreement upon written notice to W-A-Y.

ARTICLE X

INSURANCE

A. **Insurance Coverage.** W-A-Y shall maintain such policies of insurance as required by the LSSU Contract or applicable law. In addition, W-A-Y shall maintain an umbrella liability policy of not less than two million dollars (\$2,000,000.00) (or such greater amount if required by the terms of the LSSU Contract or applicable law) with the Academy listed as an additional insured. Each party shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the LSSU Contract or applicable law), with the other party listed as an additional insured. The Academy shall maintain insurance on its facilities and related capital items leased by the Academy, all as required by the terms of the Academy's lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. In the event that the LSSU Contract requires a change in coverage by W-A-Y, W-A-Y agrees to comply with any change in the type and amount of coverage required by the LSSU Contract within thirty (30) days after notice of the insurance coverage change is provided to W-A-Y. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

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

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

A. **Academy Warranties and Representations.** The Board warrants and represents that, on behalf of and in the name of the Academy, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. **W-A-Y's Warranties and Representations.** W-A-Y warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. W-A-Y will comply with all registration and licensing requirements relating to

conducting business under this Agreement. The Board agrees to assist **W-A-Y** in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The Board, on behalf of the **Academy**, and **W-A-Y** mutually warrant 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.

ARTICLE XII

INDEMNIFICATION OF LAKE SUPERIOR STATE UNIVERSITY

The parties acknowledge and agree that the Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives (collectively "Lake Superior State 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 Lake Superior State University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, demands, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by Lake Superior State 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 Lake Superior State University, which arise out of or are in any manner connected with Lake Superior State University Board of Trustees approval of the Academy's application, Lake Superior State University Board of Trustees' consideration of or issuance of a Contract, the Academy Board's or **W-A-Y**'s preparation for an operation of the Academy, or which are incurred as a result of the reliance by Lake Superior State University, Lake Superior State University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or **W-A-Y**, or which arise out of the failure of the Academy Board or **W-A-Y** to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Lake Superior State University, Lake Superior State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE XIII

PROVISIONS CONFIRMING ACADEMY AUTHORITY

Notwithstanding any other provision(s) of this Agreement, the parties agree that the following provisions are necessary to maintain the authority and accountability of the **Academy** and the Academy's Board of Directors. Accordingly, the provisions of this Article supersede any conflicting provision(s) of this Agreement.

A. Indemnification.

1. **By W-A-Y.** This Agreement calls for the **Academy** and the Academy's Board of Directors to rely on **W-A-Y**'s judgment and/or expertise in a wide variety of areas, many of which involve or touch upon, or potentially involve or touch upon, the legal obligations

of the **Academy** and the **Academy's** Board of Directors. In light of this fact, **W-A-Y** promises and agrees to indemnify the **Academy** and the **Academy's** Board of Directors, and hold them harmless, from any and all claims arising from or relating to the acts or omissions of **W-A-Y** (including the acts or omissions of **W-A-Y's** agents, representatives and assigns) in the exercise of **W-A-Y's** judgment and/or expertise with respect to the **Academy**; and, in the discharge of **W-A-Y's** duties under this Agreement, **W-A-Y's** duty to indemnify and hold harmless under this paragraph includes: the duty to promptly pay for any and all reasonable attorneys' fees and costs incurred by the **Academy** and the **Academy's** Board of Directors, and the duty to promptly pay any and all settlements, judgments, liabilities, interest and bonds.

2. **By the Academy.** To the extent permitted by law, the **Academy** promises and agrees to indemnify **W-A-Y** and **W-A-Y's** Board of Directors, and hold them harmless, from any and all claims arising from or related to the acts or omissions of the **Academy** (including the acts or omissions of the **Academy's** agents, representatives and assigns) in the exercise of the **Academy's** judgment and/or expertise with respect to **W-A-Y**; and, in the discharge of **W-A-Y's** duties under this Agreement. The **Academy's** duty to indemnify and hold harmless under this paragraph includes: the duty to promptly pay for any and all reasonable attorneys' fees and costs incurred by **W-A-Y**, and the duty to promptly pay any and all settlements, judgments, liabilities, interest and bonds.

B. School Administrator. The School Administrator, who is a **W-A-Y** employee, will be the primary contact and source of information for the **Academy** and the **Academy's** Board of Directors about the **Academy** and the students served by the **Academy**. In light of this fact, the parties agree the **Academy's** Board of Directors must trust and respect the School Administrator. Therefore, the parties agree that **W-A-Y** will seek and obtain the consent of the Board, which consent shall not be unreasonably withheld, before appointing a School Administrator; and, if the School Administrator loses the trust and respect of the Board, **W-A-Y** will take such steps as are reasonable and necessary to replace the School Administrator.

C. Continuous Improvement. **W-A-Y** and the Board share a commitment to, and shall collaborate in, a process of continuous improvement of the Educational Program. The Board and representatives of **W-A-Y** will, on an ongoing basis, jointly review the progress of the Educational Program as implemented at the **Academy**. If differences between the parties arise with respect to the continuous improvement process contemplated by this subparagraph, the parties shall attempt to resolve such differences through negotiation. If such dispute cannot be resolved through negotiation, it shall be subject to mediation to be conducted by a qualified mediation provider as mutually agreed to by the parties in writing. Mediation of a dispute arising under this subparagraph is a precondition to the exercise of any other remedy otherwise available under this Agreement with respect to an alleged breach of this subparagraph.

D. Board Policy. The parties recognize the duty of the Board to adopt those policies that are reasonable and necessary to govern the **Academy** according to federal and Michigan law, the Charter and in the best interests of the general public and the **Academy's** students and families.

ARTICLE XIV

MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments to this Agreement shall constitute the entire agreement of the parties on the subject matter set forth in this Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and W-A-Y.

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

C. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of courts located in Wayne County, Michigan and be construed according to the laws of the State of Michigan without regard to conflict of law principles. W-A-Y and the Academy hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either W-A-Y or the Academy against the other.

D. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, or upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. Notices to the Academy shall be sent to the current address of the then current Board president, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board president, are as follows:

The Academy: Attn: Board President
 Howard Buetow
 549 Hidden Creek Trail
 Clio, Michigan 48420

With a copy to:
James L. Delaney, Esquire
10513 Village Ct.
Grand Blanc, Michigan 48439

E-mail: jimd1950@aol.com

W-A-Y:

Attn: Glen Taylor and Beth Baker
369 Main Street
Belleville, Michigan 48111
Telephone: (313) 444-9292
Facsimile: (313) 638-2717

E. Assignment. W-A-Y may assign this **Agreement** with the prior written approval of the Board.

F. Amendment. This **Agreement** shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the **Academy** and of W-A-Y. The Authorizer must be notified of any proposed amendment before such amendment may take effect. All amendments, whether or not substantial, shall be submitted for review to the Authorizer or Authorizer's designee.

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

H. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this **Agreement**, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit. Furthermore, the parties will proceed to Arbitration to seek a "Cause Opinion" before filing a lawsuit in a State Court. A copy of any "Cause Opinion" shall be made available to the Authorizer upon request.

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

J. Delegation of Authority. Nothing in this **Agreement** shall be construed as delegating to W-A-Y any powers or authority of the Board which are not subject to delegation by the Board under the LSSU Contract or applicable law.

K. Compliance with Law. The parties to this **Agreement** agree to comply with the LSSU Contract and all applicable law.

L. Nothing in this Agreement shall restrict the Board from waiving its governmental immunity nor require the Board to assert, waive or not waive its governmental immunity.

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

Date: August 16, 2018

W-A-Y (Widening Advancements for Youth)

By: [Signature]

Print Name: Richard Klemm

Its: Executive Director

Date: AUGUST 2, 2018

W-A-Y Academy-Flint

By: [Signature]

Print Name: HOWARD BLETOW

Its: Board President

SCHEDULE A

1. Copy of the LSSU 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. List 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 Authorizing Body
11. Copy of curriculum and other educational materials given to the Authorizing Body
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds related to the Academy's physical plant
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with W-A-Y
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase I environmental report (if required)

24. List of current Academy teachers and school administrators with 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 as part of the audit
29. Proof of insurance as required by the LSSU Contract
30. Any other information specifically required under Public Act 277 of 2011
31. Any information needed by the Academy in order to comply with its obligations to disclose the above-referenced information.

Attachment 5



W-A-Y™

Widening Advancements for Youth

WAY Academy-Muncie will not be seeking multiple charters from ICSB at this time.

Attachment 6



W-A-Y™

Widening Advancements for Youth

ELA Curriculum Map

This document shows how the strands are taught over the course. Each strand part is aligned to a HERO project in the course, indicated by the green colored cell. The sequence order indicates the recommended order to teach the projects.

ELA 07								
Sequence Order	1	2	3	4	5	6	7	8
Strand Part	Become A Research Master	Writing A Ghost Story	What's the Difference?	Trick or Treating: For Kids Only?	A Person is a Person	Cats Rule the Internet	BTW, English is Dead	Kool Karaoke
ELA07.RLa			█		█			█
ELA07.RLb			█		█			█
ELA07.RLc								
ELA07.RIa				█		█		
ELA07.RIb						█		
ELA07.RIc					█			
ELA07.AWa				█			█	
ELA07.AWb						█	█	
ELA07.AWc								
ELA07.AWd			█					
ELA07.EWa						█		
ELA07.EWb						█		
ELA07.EWc	█							

ELA07.EWd																					
ELA07.NWb																					
ELA07.NWb																					
ELA07.SLb																					
ELA07.SLb																					
ELA07.T																					

ELA 08

Sequence Order	1	2	3	4	5	6	7	8													
Strand Part	Toward Discovery	Super Superheroes	How Much is Too Much?	Old Things Made New	You Can't Fool Me	The Beauty of Nature	It's the Thought that Counts	#Awesome													
ELA08.RLa																					
ELA08.RLb																					
ELA08.RLc																					
ELA08.RIa																					
ELA08.RIb																					
ELA08.RIc																					
ELA08.AWb																					
ELA08.AWb																					
ELA08.AWc																					
ELA08.AWd																					
ELA08.EWb																					
ELA08.EWb																					

ELA08, Ewc									
ELA08, EWD									
ELA08, NWA									
ELA08, NWB									
ELA08, SLA									
ELA08, SLB									
ELA08, T									

ELA 09

Sequence Order	1	2	3	3	4	5	6	7	8	9
Strand Part	Growing Up	All Sources are Not Created Equal	Are We Beautiful	Beauty in Video Games	Once Upon A Time	Act It Out	Building a Better Community	Down But Never Out	Tupac's Poetry	Gruesome Fairy Tales
ELA09, RLa										
ELA09, RLb										
ELA09, RLC										
ELA09, RiA										
ELA09, RiB										
ELA09, RiC										
ELA09, AWa										
ELA09, AWB										
ELA09, AWC										
ELA09, AWD										

ELA09.EWa																				
ELA09.EWb																				
ELA09.EWc																				
ELA09.EWd																				
ELA09.NWa																				
ELA09.NWb																				
ELA09.SLa																				
ELA09.SLb																				
ELA09.T																				

ELA 10

Sequence Order	1	2	3	4	5	6	7	8	9
Strand Part	Surviving the Games	Gold Medal Science	Are You Afraid Of The Dark?	What If?	Who Are You Following?	Poetry Revolution	How To	Eminent As A Poet	The Truth Is Still Out There
ELA10.RLa									
ELA10.RLb									
ELA10.RLc									
ELA10.RLa									
ELA10.RIa									
ELA10.RIb									
ELA10.RIc									
ELA10.AWa									
ELA10.AWb									
ELA10.AWc									



Math Curriculum Map

This document shows how the strands are taught over the course. Each strand part is aligned to a HERO project in the course, indicated by the green colored cell. The sequence order indicates the recommended order to teach the projects.

Math 07

Strand Part	You're Invited	Business Tycoon	Minicraft	It's My City	Swag	Mobile Phone Use	Luck
MTH.MS.7.RP.1a							
MTH.MS.7.NS.a							
MTH.MS.7.EE.a							
MTH.MS.7.EE.b							
MTH.MS.7.GEO.a							
MTH.MS.7.GEO.b							
MTH.MS.7.GEO.c							
MTH.MS.7.SPA							
MTH.MS.7.SPB							
MTH.MS.7.SP.c							

Math 08

Strand Part	Healthy Eating	Sleeping and Texting	Build a Computer	Police Chase	Irrational Numbers Aren't Unreasonable	Advertising Dollars at Work	Photograph y	Making Our Community Accessible	Shapes Matters

GEO.SRTa																					
GEO.SRTb																					
GEO.SRTc																					
GEO.SRTd																					
GEO.Ca																					
GEO.Cb																					
GEO.GPEa																					
GEO.GPEb																					
GEO.GMDa																					
GEO.GMDb																					
GEO.MGa																					
GEO.SCPa																					
GEO.SCPb																					

Algebra Readiness

Strand Part	Graphing Art	Math in Kitchen	Space Travel	Shop Till You Drop	Best in Show	Dream Vacation	Closing the Sale	For a Good Cause
ARD.EPa								
ARD.EIa								
ARD.EIb								
ARD.Ra								
ARD.Rb								
ARD.NSa								
ARD.NSb								

Science Curriculum Map

This document shows how the strands are taught over the course. Each strand part is aligned to a HERO project in the course, indicated by the green colored cell. The sequence order indicates the recommended order to teach the projects.

Science 07									
Strand Part	Cells Everywhere	Birds and Bees	Ecology	X-Men	Evolution	No Anticholics For A Cold	Mission to Mars	Build It Better	Partners in Pollination
SCI07.SFa									
SCI07.SFb									
SCI07.SFc									
SCI07.GDO ^a									
SCI07.GDO ^b									
SCI07.OME ^a									
SCI07.OME ^b									
SCI07.IP									
SCI07.IEEa									
SCI07.IEEb									
SCI07.IEEc									
SCI07.EDFa									
SCI07.EDFb									
SCI07.ITa									

SCI08.RWc																				
SCI08.NRHa																				
SCI08.NRHb																				
SCI08.HIEa																				
SCI08.HIEb																				
SCI08.GCC																				
SCI08.EDa																				
SCI08.EDb																				
SCI08.EDc																				
SCI08.EDd																				

Biology

Strand Part	A Balancing Act	Cell Division	What Goes Around Comes Around	Human Population	Man vs. Earth	Who's Afraid of the Big Bad Wolf?	Resolve to Evolve	Cancer Is Coming	Rat Island
BIO.SFa									
BIO.SFb									
BIO.SFc									
BIO.GDO									
BIO.IREa									
BIO.IREb									
BIO.CMa									
BIO.CMb									
BIO.CMc									



Strand Part	CRASH!	Being Clear on Nuclear	It's Time to Coast	Electromagnetism	Law of Attraction	New Project	Is my Cell Phone Dangerous?	Ice Packs	Science Superheroes
PYCS.FMa									
PYCS.FMb									
PYCS.FMc									
PYCS.TIa									
PYCS.TIb									
PYCS.TIc									
PYCS.NP									
PYCS.DEa									
PYCS.DEb									
PYCS.DEc									
PYCS.REF									
PYCS.WPa									
PYCS.WPb									
PYCS.WPc									
PYCS.WPd									
PYCS.ER									
PYCS.CEa									
PYCS.CEb									
PYCS.EDa									
PYCS.EDb									
PYCS.EDc									
PYCS.EDd									

Chemistry

Strand Part	Profiling an Element	Balancing Out	We All Scream Ice Cream	Energetic Bonds	Elephant Toothpaste	Environmental Chemistry	Can't Catch A Cold	Stress To Impress
CHEM.SPMa								
CHEM.SPMb								
CHEM.SPMc								
CHEM.SPMd								
CHEM.GRa								
CHEM.CRB								
CHEM.CRC								
CHEM.CEa								
CHEM.CEb								
CHEM.ECP								
CHEM.OFEa								
CHEM.OFEb								
CHEM.OFEc								
CHEM.EDa								
CHEM.EDb								
CHEM.EDc								
CHEM.EDd								

Chemistry

Strand Part	The Dead Speak	Best of the Best	The Fortress	Balancing Act	In and Out	Oh Baby!	Agas and Stages	Got Milk	Mission Control
AP.ASa									
AP.ASb									
AP.ASc									
AP.ASd									
AP.ASe									
AP.HSa									
AP.HSb									
AP.BFa									
AP.BFb									
AP.BFc									
AP.HPa									
AP.HPb									
AP.HPc									
AP.HPd									
AP.HPe									
AP.HDa									
AP.HDb									
AP.HDc									



Social Studies Curriculum Map

This document shows how the strands are taught over the course. Each strand part is aligned to a HERO project in the course, indicated by the green colored cell. The sequence order indicates the recommended order to teach the projects.

Social Studies 07						
Sequence Order	1	2	3	4	5	6
Strand Part	How to be a Historian	Captain Caveman	River Valley	The Classics	Historical Perspectives	The Power of One
SS07.D0a						
SS07.D0b						
SS07.CC0a						
SS07.CC0b						
SS07.PE0a						
SS07.PE0b						
SS07.HSE0a						
SS07.HSE0b						
SS07.CA0a						
SS07.CA0b						
SS07.EA0a						
SS07.EA0b						
SS07.CC0a						
SS07.CC0b						

US History 08

Sequence Order	1	2	3	4	5	6	7	8	9
Strand Part	L Title Rebellion	Debate and Compromis e	Awakening of What	On the Brink	Death or Glory	A War Within	Catch Me If you Can	Rebuilding America	Be Heard
SS08.DQa									
SS08.DQb									
SS08.GRa									
SS08.GRb									
SS08.HE1a									
SS08.HE1b									
SS08.HPa									
SS08.HPa									
SS08.G1a									
SS08.G1b									
SS08.CCC									
SS08.CCC									
SS08.CCC									
SS08.CCC									
SS08.PER									
SS08.PER									
SS08.PER									
SS08.HSE									

SS08.HSE b								
SS08.CAa								
SS08.CAb								
SS08.ESa								
SS08.ESb								
SS08.CCa								
SS08.CCb								

Economics

Sequence Order	1	2	3	4	5	6	7
Strand Part	Me, Myself and my Money	Be Your Own Boss	Laws of Economics	Help Wanted	Taxes and Such	X-Box One	Big Picture
ECO.D0a							
ECO.D0b							
ECO.EDMa							
ECO.EDMb							
ECO.EMa							
ECO.EMb							
ECO.EMc							
ECO.EMd							
ECO.NEa							
ECO.NEb							

WHG.GIB																				
WHG.CCCa																				
WHG.CCCb																				
WHG.PERa																				
WHG.PERb																				
WHG.HSEa																				
WHG.HSEb																				
WHG.CAa																				
WHG.CAb																				
WHG.ESa																				
WHG.ESb																				
WHG.CCa																				
WHG.CCb																				

U.S. History & Geography

Sequence Order	1	2	3	4	5	6	7	8	9
Strand Part	The Age of Industrialization	Now That's Progressive	People Everywhere	The War to End All Wars	Shaping the Nation	The Greatest Generation	Civil Rights Movement	From Russia with Love	21st Century America
USHG.DCa									
USHG.DCb									
USHG.GRa									
USHG.GRb									

Attachment 7



W-A-Y™

Widening Advancements for Youth



Course Strands

Students need to demonstrate they are competent in the most vitally important knowledge and skills needed for success in careers, college, and the 21st century. For each course, there is a list of strands that a student needs to demonstrate to complete the course. A strand is a critical knowledge or skill a student needs to master in order to earn credit. The strands are based on Common Core State Standards, other national standards, and state standards.

Each strand represents a cluster or group of standards. There are typically a total of 5 - 10 strands for each course, depending on the length and content of the course.

Each strand may have multiple parts that make up the strand. These parts are the smaller learning objectives of the course.

Proficiency Levels

Course credit is awarded upon mastery of the strands associated with this course. To complete a course, students must earn all strands of the course at a proficiency level of 1 or higher.

Student work is assessed for mastery of the strands utilizing a proficiency based rubric. Assessments can be in the form of open ended questions, writing assignments, projects, research papers, oral presentations, and discussions.

The levels of proficiency are described below,

Strand	Possible (P)	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
[Strand Description]	Not Proficient Yet	Partially Proficient	Proficient	Exceeds Proficiency

Exit Standards

The strands for each course serve as the Exit standards that set forth what students in each course and grade level should know and be able to do. This is applicable for students graduating from middle school and high school.



Grade 8

Exit Standards

ELA Strands - ELA 08

Strand Code	Strand Title	Strand Description	Strand Item	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
FLA2B.RC	Reading Literature	I can demonstrate the ability to read, comprehend, analyze, and evaluate a variety of increasingly complex print and non-print literary texts.	FLA2B.RC.a CLASS.FL1 FLA2B.RC.b	I can interpret literary texts of a variety of ways and also evaluate the most strongly supported the text. I can interpret a variety of text structures to determine the meanings of words and phrases including figurative meanings as they are used in text.	I can analyze literary text in a variety of ways and also evaluate the most strongly supported the text. I can analyze a variety of text structures to determine the meanings of words and phrases including figurative meanings as they are used in text.	I can synthesize multiple analyses of literary text in a variety of ways and also evaluate the most strongly supported the text. I can synthesize multiple analyses of a single production with a variety of texts and structures to determine the meanings of words and phrases including figurative meanings as they are used in text.
LLA2L.M	Reading Informational Texts	I can demonstrate the ability to read, comprehend, analyze, evaluate and make use of increasingly complex print and non-print informational texts.	LLA2L.M.a FLA2B.RC.b FLA2L.M.c CLASS.FL1 CLASS.FL2	I can interpret informational text in a variety of ways and also evaluate the most strongly supported the text. I can interpret a variety of text structures to determine the meanings of words and phrases as they are used in text including figurative meanings. I can interpret how an event leads to the same topic/line identifying conflicting information using relevant the sufficient evidence. I can support claims with clear reasons and relevant evidence.	I can analyze informational text in a variety of ways and also evaluate the most strongly supported the text. I can analyze a variety of text structures to determine the meanings of words and phrases as they are used in text including figurative meanings. I can analyze two or more texts on the same topic/line identifying conflicting information using relevant the sufficient evidence. I can support claims with clear reasons and relevant evidence. I can use a process with support to identify, cite and evaluate evidence in which organization and style are appropriate to the task. I can research short research projects to answer a question, drawing on several sources and generating additional related focused questions that allow for multiple avenues of exploration.	I can synthesize multiple analyses of informational text in a variety of ways and also evaluate the most strongly supported the text. I can synthesize multiple analyses of a variety of text structures to determine the meanings of words and phrases as they are used in text including figurative meanings. I can synthesize multiple texts on the same topic/line identifying conflicting information using relevant the sufficient evidence. I can support claims with clear reasons and relevant evidence to develop an argument. I can create and use a process to develop clear and relevant writing in which organization and style are appropriate to the task. I can conduct short research projects to analyze a question, drawing on several sources and generating additional related focused questions that allow for multiple avenues of exploration. I can gather relevant information from print and digital sources, assessing search terms, assessing the credibility and accuracy of each source, and using a prescribed the task and conclusions of others while avoiding plagiarism and following a standard format for citation.
FLA2B.WV	Argumentative Writing	I can demonstrate the ability to write arguments.	FLA2B.WV.a CLASS.FL1 CLASS.FL2 CLASS.FL3 CLASS.FL4	I can use a process with support to identify, cite and evaluate evidence in which organization and style are appropriate to the task. I can conduct short research projects to answer a question, drawing on several sources and generating additional related focused questions that allow for exploration.	I can support claims with clear reasons and relevant evidence. I can use a process to develop clear and relevant writing in which organization and style are appropriate to the task. I can research short research projects to answer a question, drawing on several sources and generating additional related focused questions that allow for multiple avenues of exploration.	I can support claims with clear reasons and relevant evidence to develop an argument. I can create and use a process to develop clear and relevant writing in which organization and style are appropriate to the task. I can conduct short research projects to analyze a question, drawing on several sources and generating additional related focused questions that allow for multiple avenues of exploration. I can gather relevant information from multiple print and digital sources, assessing search terms, assessing the credibility and accuracy of each source, and using a prescribed the task and conclusions of others while avoiding plagiarism and following a standard format for citation.
FLA2B.WF	Explanatory Writing	I can demonstrate the ability to write informative texts.	FLA2B.WF.a CLASS.FL1 CLASS.FL2 CLASS.FL3	I can write in topic and convey ideas, concepts and information through the selection, organization and interpretation of relevant content. I can use a process with support to identify clear and relevant writing in which organization and style are appropriate to the task. I can conduct short research projects to answer a question, drawing on several sources and generating additional related focused questions that allow for exploration.	I can convey a topic and convey ideas, concepts and information through the selection, organization and analysis of relevant content. I can use a process to develop clear and relevant writing in which organization and style are appropriate to the task. I can conduct short research projects to answer a question, drawing on several sources and generating additional related focused questions that allow for multiple avenues of exploration.	I can analyze a topic and convey ideas, concepts and information through the selection, organization and synthesis of relevant content. I can create and use a process to develop clear and relevant writing in which organization and style are appropriate to the task. I can gather relevant information from multiple print and digital sources, assessing search terms, assessing the credibility and accuracy of each source, and using a prescribed the task and conclusions of others while avoiding plagiarism and following a standard format for citation.
FLA2B.WH	Narrative Writing	I can demonstrate the ability to write narratives to develop real or imagined experiences or events using effective techniques, relevant descriptive details, and well-chosen, vivid sensory language.	FLA2B.WH.a CLASS.FL1 CLASS.FL2	I can write and compare experiences of events using effective techniques, well-chosen details, and well-chosen vivid sensory language. I can use a process with support to develop clear and relevant writing in which organization and style are appropriate to the task.	I can develop real or imagined experiences or events using effective techniques, well-chosen details, and well-chosen vivid sensory language. I can use a process to develop clear and relevant writing in which organization and style are appropriate to the task. I can gather relevant information from multiple print and digital sources, assessing search terms, assessing the credibility and accuracy of each source, and using a prescribed the task and conclusions of others while avoiding plagiarism and following a standard format for citation.	I can create real or imagined experiences or events using effective techniques, well-chosen details, and well-chosen vivid sensory language. I can create and use a process to develop clear and relevant writing in which organization and style are appropriate to the task. I can gather relevant information from multiple print and digital sources, assessing search terms, assessing the credibility and accuracy of each source, and using a prescribed the task and conclusions of others while avoiding plagiarism and following a standard format for citation.
LLA2L.SL	Speaking & Listening	I can demonstrate a command of standard English, actively engaging in a range of conversations and listening to a variety of media and information.	CLASS.SL.a FLA2B.WH.b FLA2B.WH.c	I can interpret a speaker's point of view, assessing and use of evidence and rhetoric. I can read in speech to present information in which organization and style are appropriate to the task. I can demonstrate the ability to use the tools of technology (including digital media and the internet) to gather, analyze, and evaluate information and create shareable products.	I can analyze a speaker's point of view, assessing and use of evidence and rhetoric. I can read in speech to present information in which organization and style are appropriate to the task. I can demonstrate the ability to use the tools of technology (including digital media and the internet) to gather, analyze, and evaluate information and create shareable products.	I can analyze a speaker's point of view, assessing and use of evidence and rhetoric. I can read in speech to present information in which organization and style are appropriate to the task. I can demonstrate the ability to use the tools of technology (including digital media and the internet) to gather, analyze, and evaluate information and create shareable products.
FLA2B.T	Technology	I can demonstrate the ability to use the tools of technology (including digital media and the internet) to gather, analyze, and evaluate information and create shareable products.	CLASS.T	I can demonstrate the ability to use the tools of technology (including digital media and the internet) to gather, analyze, and evaluate information and create shareable products.	I can demonstrate the ability to use the tools of technology (including digital media and the internet) to gather, analyze, and evaluate information and create shareable products.	I can demonstrate the ability to use the tools of technology (including digital media and the internet) to gather, analyze, and evaluate information and create shareable products.

Math Strands - Grade 8

Strand Code	Strand Title	Strand Description	20 and Flat Code	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
MTH.8.NS.1	The Number System	I can locate real numbers on a number line and approximate them by rational numbers.	MTH.8.NS.1	I can explain the difference between irrational and rational numbers.	I can explain the difference between irrational and rational numbers, examine the density of rational numbers, and describe rational approximations of irrational numbers.	I can explain rational and irrational numbers, analyze patterns in decimal approximations of numbers, and use rational approximations of irrational numbers to compare the size of irrational numbers.
MTH.8.EE.1	Expressions and Equations	I can reason and apply knowledge about equations and solutions.	MTH.8.EE.1	I can apply the properties of integer exponents and rewrite numerical expressions using exponent rules.	I can apply the properties of integer exponents and rewrite numerical expressions using exponent rules.	I can justify the validity of and apply the properties of integer exponents and rational and real numbers with numbers expressed in scientific notation.
MTH.8.EE.2	Functions	I can understand and solve functional relationships.	MTH.8.EE.2	I can graph linear relationships and interpret and use the slope.	I can graph linear relationships, interpret and use the slope, and compare proportional relationships in different ways.	I can graph proportional relationships, interpret and use the slope, and compare proportional relationships in different ways.
MTH.8.EE.3	Geometry	I can reason with geometric shapes, circles, and measurements.	MTH.8.EE.3	I can describe a function, identify properties of functions, and explain the difference between linear and nonlinear functions.	I can define a function, compare properties of linear and nonlinear functions, I can justify my reasoning.	I can define a function in multiple ways, compare properties of functions represented in different ways, and make examples of linear and nonlinear functions. I can justify my reasoning.
MTH.8.G.1	Statistics and Probability	I can compare categorical data to statistical center tendencies.	MTH.8.G.1	I can describe a function in more than one representation between variables.	I can describe a function in more than one representation between variables. I can describe the rate of change and initial value of the function.	I can describe qualitatively the functional relationship between quantities by analyzing a graph. I can describe a function in more than one representation between quantities. I can describe the rate of change and initial value of the function in terms of the equation of a graph.
MTH.8.G.2	Geometry	I can understand and solve problems involving triangles, circles, and measurements.	MTH.8.G.2	I can describe a function in more than one representation between variables.	I can describe a function in more than one representation between variables. I can describe the rate of change and initial value of the function.	I can describe qualitatively the functional relationship between quantities by analyzing a graph. I can describe a function in more than one representation between quantities. I can describe the rate of change and initial value of the function in terms of the equation of a graph.
MTH.8.G.3	Geometry	I can understand and solve problems involving triangles, circles, and measurements.	MTH.8.G.3	I can describe a function in more than one representation between variables.	I can describe a function in more than one representation between variables. I can describe the rate of change and initial value of the function.	I can describe qualitatively the functional relationship between quantities by analyzing a graph. I can describe a function in more than one representation between quantities. I can describe the rate of change and initial value of the function in terms of the equation of a graph.
MTH.8.G.4	Geometry	I can understand and solve problems involving triangles, circles, and measurements.	MTH.8.G.4	I can describe a function in more than one representation between variables.	I can describe a function in more than one representation between variables. I can describe the rate of change and initial value of the function.	I can describe qualitatively the functional relationship between quantities by analyzing a graph. I can describe a function in more than one representation between quantities. I can describe the rate of change and initial value of the function in terms of the equation of a graph.

Science Strands - Science 08

Strand Code	Strand Title	Strand Description	Strand Part Code	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
SC08.US	The Universe and its Stars	I can understand the universe and what does on in stars.	SC08.USa	I can use a given model of the Earth-sun-moon system to describe the cyclic patterns of lunar phases, eclipses of the sun and moon, and seasons.	I can develop and use a model of the Earth-sun-moon system to describe the cyclic patterns of lunar phases, eclipses of the sun and moon, and seasons.	I can create and analyze a model of the Earth-sun-moon system to describe the cyclic patterns of lunar phases, eclipses of the sun and moon, and seasons.
			SC08.USb	I can use a given model to describe the role of gravity in the motions within galaxies and the solar system.	I can develop and use a model to describe the role of gravity in the motions within galaxies and the solar system.	I can create and analyze a model to describe the role of gravity in the motions within galaxies and the solar system.
SC08.ESS	Earth and the Solar System	I can understand the predictable patterns caused by Earth's movement in the solar system.	SC08.ESS	I can identify and interpret data to determine scale properties of objects in the solar system.	I can analyze and interpret data to determine scale properties of objects in the solar system.	I can analyze and synthesize data to determine scale properties of objects in the solar system.
SC08.HPE	The History of Planet Earth	I can reconstruct and date events in Earth's planetary history.	SC08.HPE	I can summarize a scientific explanation based on evidence from rock strata for how the geologic time scale is used to organize Earth's 4.5-billion-year-old history.	I can construct a scientific explanation based on evidence from rock strata for how the geologic time scale is used to organize Earth's 4.5-billion-year-old history.	I can construct and analyze a scientific explanation based on evidence from rock strata for how the geologic time scale is used to organize Earth's 4.5-billion-year-old history.
SC08.EMS	Earth's Materials and Systems	I can understand how do Earth's major systems interact.	SC08.EMSa	I can use a given model to describe the cycling of Earth's materials and the flow of energy that drives this process.	I can develop a model to describe the cycling of Earth's materials and the flow of energy that drives this process.	I can create and analyze a model to describe the cycling of Earth's materials and the flow of energy that drives this process.
			SC08.EMSb	I can summarize an explanation based on evidence for how geoscience processes have changed Earth's surface at varying time and spatial scales.	I can construct an explanation based on evidence for how geoscience processes have changed Earth's surface at varying time and spatial scales.	I can construct and analyze an explanation based on evidence for how geoscience processes have changed Earth's surface at varying time and spatial scales.
SC08.PT	Plate Tectonics and Large-Scale System Interactions	I can understand why continents move and what causes earthquakes and volcanoes.	SC08.PT	I can identify and interpret data on the distribution of fossils and rocks, continental shapes, and seafloor structures to provide evidence of the past plate motions.	I can analyze and interpret data on the distribution of fossils and rocks, continental shapes, and seafloor structures to provide evidence of the past plate motions.	I can analyze and synthesize data on the distribution of fossils and rocks, continental shapes, and seafloor structures to provide evidence of the past plate motions.
SC08.HW	The Role of Water in Earth's Surface Processes	I can understand how the properties of water shape Earth's surface and affect its systems.	SC08.HWa	I can use a given model to describe the cycling of water through Earth's systems driven by energy from the sun and the force of gravity.	I can develop a model to describe the cycling of water through Earth's systems driven by energy from the sun and the force of gravity.	I can create and analyze a model to describe the cycling of water through Earth's systems driven by energy from the sun and the force of gravity.
			SC08.HWb	I can use data to provide evidence for how the motions and complex interactions of air masses results in changes in weather conditions.	I can collect data to provide evidence for how the motions and complex interactions of air masses results in changes in weather conditions.	I can collect and assess data to provide evidence for how the motions and complex interactions of air masses results in changes in weather conditions.
			SC08.HWc	I can use a given model to describe how unequal heating and rotation of the Earth cause patterns of atmospheric and oceanic circulation that determine regional climates.	I can develop and use a model to describe how unequal heating and rotation of the Earth cause patterns of atmospheric and oceanic circulation that determine regional climates.	I can create and analyze a model to describe how unequal heating and rotation of the Earth cause patterns of atmospheric and oceanic circulation that determine regional climates.

Science Strands - Science 08

Strand Code	Strand Title	Strand Description	Strand Part Code	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
SC08.NRH	Natural Resources and Hazards	I can understand how humans depend on Earth's resources and are affected by natural hazards.	SC08.NRHa	I can summarize a scientific explanation based on evidence for how the uneven distributions of Earth's mineral, energy, and groundwater resources are the result of past and current geoscience processes.	I can construct a scientific explanation based on evidence for how the uneven distributions of Earth's mineral, energy, and groundwater resources are the result of past and current geoscience processes.	I can construct and analyze a scientific explanation based on evidence for how the uneven distributions of Earth's mineral, energy, and groundwater resources are the result of past and current geoscience processes.
			SC08.NRHb	I can identify and interpret data on natural hazards to forecast future catastrophic events and inform the development of technologies to mitigate their effects.	I can analyze and interpret data on natural hazards to forecast future catastrophic events and inform the development of technologies to mitigate their effects.	I can analyze and synthesize data on natural hazards to forecast future catastrophic events and inform the development of technologies to mitigate their effects.
SC08.HIE	Human Impacts on Earth Systems	I can understand how humans change the planet	SC08.HIEa	I can use scientific principles to design a method for monitoring and minimizing a human impact on the environment.	I can apply scientific principles to design a method for monitoring and minimizing a human impact on the environment.	I can apply and assess a scientific principle to design a method for monitoring and minimizing a human impact on the environment.
			SC08.HIEb	I can summarize an argument supported by evidence for how increases in human population and per-capita consumption of natural resources impact Earth's systems.	I can construct an argument supported by evidence for how increases in human population and per-capita consumption of natural resources impact Earth's systems.	I can create and evaluate an argument supported by evidence for how increases in human population and per-capita consumption of natural resources impact Earth's systems.
SC08.GCC	Global Climate Change	I can understand how people model and predict the effects of human activities on Earth's climate.	SC08.GCC	I can identify questions to clarify evidence of the factors that have caused the rise in global temperatures over the past century.	I can ask questions to clarify evidence of the factors that have caused the rise in global temperatures over the past century.	I can develop and ask questions to clarify evidence of the factors that have caused the rise in global temperatures over the past century.
SC08.ED	Engineering Design	I can use an engineering design process to solve problems.	SC08.EDa	I can list the criteria and constraints of a design problem with sufficient precision to ensure a successful solution, taking into account relevant scientific principles and potential impacts on people and the natural environment that may limit possible solutions.	I can define the criteria and constraints of a design problem with sufficient precision to ensure a successful solution, taking into account relevant scientific principles and potential impacts on people and the natural environment that may limit possible solutions.	I can define and evaluate the criteria and constraints of a design problem with sufficient precision to ensure a successful solution, taking into account relevant scientific principles and potential impacts on people and the natural environment that may limit possible solutions.
			SC08.EDb	I can define compelling design solutions using a systematic process to determine how well they meet the criteria and constraints of the problem.	I can evaluate compelling design solutions using a systematic process to determine how well they meet the criteria and constraints of the problem.	I can analyze compelling design solutions using a systematic process to determine how well they meet the criteria and constraints of the problem.
			SC08.EDc	I can identify data from tests to determine similarities and differences among several design solutions to identify the best characteristics of each that can be combined into a new solution to better meet the criteria for success.	I can analyze data from tests to determine similarities and differences among several design solutions to identify the best characteristics of each that can be combined into a new solution to better meet the criteria for success.	I can synthesize data from tests to determine similarities and differences among several design solutions to identify the best characteristics of each that can be combined into a new solution to better meet the criteria for success.
			SC08.EDd	I can use a given model to generate data for iterative testing and modification of a proposed object, tool, or process such that an optimal design can be achieved.	I can develop a model to generate data for iterative testing and modification of a proposed object, tool, or process such that an optimal design can be achieved.	I can create and analyze a model to generate data for iterative testing and modification of a proposed object, tool, or process such that an optimal design can be achieved.

Social Studies Strands - Grade 8 - U.S. History

Strand Code	Strand Title	Strand Description	Strand Part	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
SS08-DC	Developing Questions and Planning Inquiry	I can develop questions that can be researched and address an inquiry.	SS08-DCa SS08-DCb	I can recognize compelling questions that reflect an existing issue in the field. I can recognize supporting questions that reflect disciplinary concepts and ideas.	I can construct compelling questions and explain how a question represents key ideas in the field. I can construct supporting questions and explain how the relationship between supporting questions and compelling questions is mutually enhancing.	I can critique compelling questions and explain how a question represents key ideas in the field. I can critique supporting questions and explain how the relationship between supporting questions and compelling questions is mutually enhancing.
SS08-DR	Geographic Representations	I can create maps and use geographic technology to explain locations, spaces, and patterns.	SS08-DRa SS08-DRb	I can identify a map and explain the spatial patterns of cultural and environmental characteristics. I can use maps, satellite images, photographs, and other representations to analyze the relationships between the locations of places and regions, and changes in their environmental characteristics.	I can construct maps to represent and explain the spatial patterns of cultural and environmental characteristics. I can use maps, satellite images, photographs, and other representations to explain relationships between the locations of places and regions, and changes in their environmental characteristics.	I can modify maps to represent and explain the spatial patterns of cultural and environmental characteristics. I can use maps, satellite images, photographs, and other representations to analyze relationships between the locations of places and regions, and changes in their environmental characteristics.
SS08-HI	Human-Environment Interaction	I can explain how humans and the environment interact in specific places and across broad regions.	SS08-HIa SS08-HIb	I can list cultural patterns and economic decisions that influence environments and the daily lives of people in both nearby and distant places. I can describe the combinations of cultural and environmental characteristics that make places both similar to and different from other places.	I can explain how cultural patterns and economic decisions influence environments and the daily lives of people in both nearby and distant places. I can analyze the combinations of cultural and environmental characteristics that make places both similar to and different from other places.	I can analyze how cultural patterns and economic decisions influence environments and the daily lives of people in both nearby and distant places. I can compare the combinations of cultural and environmental characteristics that make places both similar to and different from other places.
SS08-HP	Human Population	I can explain the size, composition, distribution, and movement of human populations.	SS08-HPa SS08-HPb	I can list changes in transportation and communication technology that influence the spatial connections among human settlements and affect the diffusion of ideas and cultural practices. I can describe how relationships between humans and environments affect or restrict spatial patterns of settlement and movement.	I can explain how changes in transportation and communication technology influence the spatial connections among human settlements and affect the diffusion of ideas and cultural practices. I can analyze how relationships between humans and environments affect or restrict spatial patterns of settlement and movement.	I can analyze how changes in transportation and communication technology influence the spatial connections among human settlements and affect the diffusion of ideas and cultural practices. I can predict how relationships between humans and environments will affect or restrict spatial patterns of settlement and movement.
SS08-IE	Global Interconnections	I can explain how the flows in a set of interconnected ecosystems of which humans are an integral part.	SS08-IEa SS08-IEb	I can explain the ways in which cultural and environmental characteristics vary among various regions of the world. I can list the environmental characteristics of places and production of goods that influence the spatial patterns of world trade.	I can analyze the ways in which cultural and environmental characteristics vary among various regions of the world. I can explain how the relationship between the environmental characteristics of places and production of goods influences the spatial patterns of world trade.	I can predict the ways in which cultural and environmental characteristics will vary among various regions of the world. I can predict how the relationship between the environmental characteristics of places and production of goods will influence the spatial patterns of world trade.
SS08-CCC	Change, Continuity, and Conflict	I can analyze change and continuity over time.	SS08-CCCa SS08-CCCb	I can explain connections among events and developments in broader historical contexts. I can describe historical events and developments that are examples of change and/or continuity.	I can analyze connections among events and developments in broader historical contexts. I can classify events of historical events and developments as examples of change and/or continuity.	I can evaluate connections among events and developments in broader historical contexts. I can analyze events of historical events and developments as examples of change and/or continuity.
SS08-PDI	Perspectives	I can recognize how history is interpreted through the ideas, values, and beliefs of people.	SS08-PDIa SS08-PDIb	I can explain multiple factors that influenced the perspectives of people during different historical eras. I can state how and why perspectives of people have changed over time.	I can analyze multiple factors that influenced the perspectives of people during different historical eras. I can explain how and why perspectives of people have changed over time.	I can evaluate multiple factors that influenced the perspectives of people during different historical eras. I can analyze how and why perspectives of people have changed over time.
SS08-HSC	Historical Sources and Evidence	I can analyze historical sources or primary sources left from the past.	SS08-HSCa SS08-HSCb	I can identify the kinds of historical sources used in a secondary interpretation. I can determine limitations in the historical record based on evidence collected from different kinds of historical sources.	I can identify the kinds of historical sources used in a secondary interpretation. I can select possible limitations in the historical record based on evidence collected from different kinds of historical sources.	I can evaluate multiple kinds of historical sources used in a secondary interpretation. I can analyze possible limitations in the historical record based on evidence collected from different kinds of historical sources.
SS08-CA	Conclusion and Argumentation	I can draw conclusions on probability causes and effects in historical events.	SS08-CAa SS08-CAb	I can list multiple causes and effects of events and developments in the past. I can find applicable evidence for a contested argument about the past.	I can explain multiple causes and effects of events and developments in the past. I can recognize applicable evidence into a contested argument about the past.	I can analyze multiple causes and effects of events and developments in the past. I can evaluate applicable evidence for a contested argument about the past.
SS08-ES	Evaluating Sources and Using Evidence	I can gather evidence and evaluate sources.	SS08-ESa SS08-ESb	I can gather relevant information from multiple sources. I can list evidence that draws information from multiple sources to support claims.	I can gather relevant information from multiple sources while using the origin, authority, structure, and circulation order of the sources to gauge the evidence. I can identify evidence that draws information from multiple sources to support claims, noting evidentiary limitations.	I can evaluate relevant information from multiple sources while using the origin, authority, structure, content, and circulation order of the sources to gauge the evidence. I can evaluate evidence that draws information from multiple sources to support claims, noting evidentiary limitations.
SS08-CE	Communicating Conclusions and Taking Informed Action	I can communicate conclusions and take informed action.	SS08-CEa	I can rephrase arguments using claims and evidence from multiple sources.	I can rephrase arguments using claims and evidence from multiple sources, while acknowledging the strengths and limitations of the arguments.	I can rephrase arguments using claims and evidence from multiple sources, while acknowledging the strengths and limitations of the arguments.



Grade 12

Exit Standards

ELA Strands - ELA 12

Strand Code	Strand Title	Strand Description	Strand Part Code	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
ELA12.RL	Reading Literature	I can demonstrate the ability to analyze, critique and evaluate a variety of increasingly complex print and non-print literary texts.	ELA12.RL.a	I can interpret literary text in a variety of ways and cite strong evidence to support my interpretation.	I can analyze literary text in a variety of ways and cite strong evidence to support my analysis.	I can synthesize multiple analyses of literary text in a variety of ways and cite strong evidence to support my analysis.
			ELA12.RL.b	I can interpret a variety of text structures including interpreting words and phrases to determine their figurative meanings.	I can analyze a variety of text structures including interpreting words and phrases to determine their figurative meanings.	I can synthesize multiple analyses of a variety of text structures including interpreting words and phrases to determine their figurative meanings.
			ELA12.RL.c	I can interpret multiple interpretations of story/narrative points in American literature and interpret how similar themes or topics are treated.	I can analyze multiple interpretations of story/narrative points in American literature and interpret how similar themes or topics are treated.	I can synthesize multiple interpretations of a story/narrative points in American literature and interpret how similar themes or topics are treated.
ELA12.HI	Reading Informational Texts	I can demonstrate the ability to analyze, critique and evaluate a variety of increasingly complex print and non-print informational texts.	ELA12.HI.a	I can interpret informational text in a variety of ways and cite strong evidence to support my analysis.	I can analyze informational text in a variety of ways and cite strong evidence to support my analysis.	I can synthesize multiple analyses of informational text in a variety of ways and cite strong evidence to support my analysis.
			ELA12.HI.b	I can interpret a variety of text structures including interpreting words and phrases to determine their technical meanings.	I can analyze a variety of text structures including interpreting words and phrases to determine their technical meanings.	I can synthesize multiple analyses of a variety of text structures including interpreting words and phrases to determine their technical meanings.
			ELA12.HI.c	I can interpret various historical accounts presented and evaluate the argument and specific claims in a text.	I can analyze various historical accounts presented and evaluate the argument and specific claims in a text.	I can synthesize multiple analyses of various historical accounts presented and evaluate the argument and specific claims in a text.
ELA12.AW	Argumentative Writing	I can demonstrate the ability to write arguments.	ELA12.AW.a	I can support claims in an interpretation of substantive topics using valid reasoning and relevant and sufficient evidence.	I can support claims in an analysis of substantive topics using valid reasoning and relevant and sufficient evidence.	I can support claims in a synthesis of substantive topics using valid reasoning and relevant and sufficient evidence.
			ELA12.AW.b	I can use a process with support to develop clear and coherent writing in which organization and style are appropriate to the task.	I can use a process to develop clear and coherent writing in which organization and style are appropriate to the task.	I can revise and use a process to develop clear and coherent writing in which organization and style are appropriate to the task.
			ELA12.AW.c	I can conduct short research projects to answer a question or solve a problem.	I can conduct short as well as more sustained research projects to answer a question or solve a problem.	I can conduct short as well as more sustained research projects to analyze a question or solve a problem.
			ELA12.AW.d	I can gather relevant information from multiple authoritative print and digital sources, using advanced searchers effectively, assess the strengths and limitations of each source.	I can gather relevant information from multiple authoritative print and digital sources, using advanced searchers effectively, assess the strengths and limitations of each source.	I can gather relevant information from multiple authoritative print and digital sources, using advanced searchers effectively, analyze the strengths and limitations of each source.
ELA12.DW	Explanatory Writing	I can demonstrate the ability to write informative/explanatory texts.	ELA12.DW.a	I can recall and convey complex ideas and information clearly and accurately through the effective selection, organization, and analysis of content.	I can examine and convey complex ideas and information clearly and accurately through the effective selection, organization, and analysis of content.	I can analyze and convey complex ideas and information clearly and accurately through the effective selection, organization, and analysis of content.
			ELA12.DW.b	I can use a process to develop clear and coherent writing in which organization and style are appropriate to the task.	I can use a process to develop clear and coherent writing in which organization and style are appropriate to the task.	I can use a process to develop clear and coherent writing in which organization and style are appropriate to the task.
			ELA12.DW.c	I can conduct short research projects to answer a question or solve a problem.	I can conduct short as well as more sustained research projects to answer a question or solve a problem.	I can conduct short as well as more sustained research projects to analyze a question or solve a problem.
			ELA12.DW.d	I can gather relevant information from multiple authoritative print and digital sources, using advanced searchers effectively, assess the strengths and limitations of each source.	I can gather relevant information from multiple authoritative print and digital sources, using advanced searchers effectively, assess the strengths and limitations of each source.	I can gather relevant information from multiple authoritative print and digital sources, using advanced searchers effectively, analyze the strengths and limitations of each source.
ELA12.NW	Narrative Writing	I can demonstrate the ability to write narratives.	ELA12.NW.a	I can relate real or imagined experiences or events using effective techniques, well-chosen details, and well-structured event sequences.	I can develop real or imagined experiences or events using effective techniques, well-chosen details, and well-structured event sequences.	I can create real or imagined experiences or events using effective techniques, well-chosen details, and well-structured event sequences.
			ELA12.NW.b	I can use a process to develop clear and coherent writing in which organization and style are appropriate to the task.	I can use a process to develop clear and coherent writing in which organization and style are appropriate to the task.	I can use a process to develop clear and coherent writing in which organization and style are appropriate to the task.
ELA12.SL	Speaking & Listening	I can demonstrate a command of formal English, actively engaging in a range of conversations and	ELA12.SL.a	I can interpret a speaker's point of view, reasoning, and use of evidence and rhetoric.	I can evaluate a speaker's point of view, reasoning, and use of evidence and rhetoric.	I can analyze a speaker's point of view, reasons and use of evidence and rhetoric.

ELA Strands - FLA 12

Strand Code	Strand Title	Strand Description	Strand Part Code	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
		listening critically to evaluate information presented	FLA12.3.5	I can match speech to present information in which organization and style are appropriate to the task	I can adapt speech to present information in which organization and style are appropriate to the task	I can apply speech concepts to present information in which organization and style are appropriate to the task
ELA12.7	Technology	I can demonstrate the ability to use the tools of technology (including digital media and the Internet) to gather, analyze, and synthesize information and create shareable products	ELA12.7	I can demonstrate the ability to use the tools of technology (including digital media and the Internet) to gather, list, and synthesize information and create shareable products	I can demonstrate the ability to use the tools of technology (including digital media and the Internet) to gather, interpret, and analyze information and create shareable products	I can demonstrate the ability to use the tools of technology (including digital media and the Internet) to gather, analyze, and synthesize information and create shareable products

Social Studies Strands - Economics

Strand Code	Strand Title	Strand Description	Strand Part	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
ECO.DD	Developing Questions and Planning Inquiries	I can develop questions that use facts and evidence to inquiry.	ECO.DD.a ECO.DD.b	I can explain compelling questions that extend an existing issue in the field. I can explain supporting questions that reflect disciplinary concepts and ideas.	I can evaluate compelling questions and explain how a question reflects an existing issue in the field. I can construct supporting questions and explain how supporting questions contribute to an inquiry and how, through engaging every work, new compelling and supporting questions emerge.	I can utilize compelling questions and defend how a question reflects an existing issue in the field. I can critique supporting questions and explain how supporting questions contribute to an inquiry and how, through engaging every work, new compelling and supporting questions emerge.
ECO.EM	Economic Decision-Making	I can analyze how people make decisions about how to use scarce resources.	ECO.EM.a ECO.EM.b	I can explain how incentives influence choices that they result in policies with a range of costs and benefits for different groups. I can use the marginal benefits and marginal costs to explain an argument for or against an approach or solution to an economic issue.	I can analyze how incentives influence choices that they result in policies with a range of costs and benefits for different groups. I can use marginal benefits and marginal costs to construct an argument for or against an approach or solution to an economic issue.	I can predict how incentives influence choices that they result in policies with a range of costs and benefits for different groups. I can compare marginal benefits and marginal costs to explain an argument for or against an approach or solution to an economic issue.
ECO.EV	Exchange and Markets	I can explain how people voluntarily exchange goods and services when both parties expect to gain as a result of the trade.	ECO.EV.a ECO.EV.b ECO.EV.c ECO.EV.d	I can describe the ways in which incentives influence what is produced and distributed in a market system. I can describe the extent to which competition among sellers and among buyers exists in specific markets. I can identify the consequences of competition in specific markets.	I can analyze the ways in which incentives influence what is produced and distributed in a market system. I can evaluate the extent to which competition among sellers and among buyers exists in specific markets. I can describe the consequences of competition in specific markets.	I can predict the ways in which incentives influence what is produced and distributed in a market system. I can predict the extent to which competition among sellers and among buyers exists in specific markets. I can explain the consequences of competition in specific markets.
ECO.NE	The National Economy	I can explain how changes in human capital, physical capital, and natural resources influence the national economy.	ECO.NE.a ECO.NE.b ECO.NE.c ECO.NE.d ECO.NE.e	I can provide possible explanations for a government role in markets when market inefficiencies exist. I can use current data to explain the influence of changes in spending, production, and the money supply on various economic conditions. I can use economic indicators to describe the current and future status of the economy. I can describe the selection of monetary and fiscal policies in a variety of economic conditions. I can explain why advancements in technology and innovations in capital goods and human capital increase economic growth and standards of living.	I can generate possible explanations for a government role in markets when market inefficiencies exist. I can use current data to explain the influence of changes in spending, production, and the money supply on various economic conditions. I can use economic indicators to analyze the current and future status of the economy. I can evaluate the selection of monetary and fiscal policies in a variety of economic conditions. I can explain why advancements in technology and innovations in capital goods and human capital increase economic growth and standards of living.	I can utilize possible explanations for a government role in markets when market inefficiencies exist. I can use current data to predict the influence of changes in spending, production, and the money supply on various economic conditions. I can use economic indicators to forecast the current and future status of the economy. I can make the selection of monetary and fiscal policies in a variety of economic conditions. I can evaluate why advancements in technology and innovations in capital goods and human capital increase economic growth and standards of living.
ECO.GC	The Global Economy	I can explain how changes in human capital, physical capital, and natural resources influence the global economy.	ECO.GC.a ECO.GC.b	I can explain the role of comparative advantage in international trade of goods and services. I can list the current globalization trends and policies that affect economic growth, labor markets, rights of citizens, the environment, and resources and resource distribution in different nations.	I can analyze the role of comparative advantage in international trade of goods and services. I can explain how current globalization trends and policies affect economic growth, labor markets, rights of citizens, the environment, and resources and resource distribution in different nations.	I can predict the role of comparative advantage in international trade of goods and services. I can analyze how current globalization trends and policies affect economic growth, labor markets, rights of citizens, the environment, and resources and resource distribution in different nations.
ECO.EE	Evaluating Sources and Using Evidence	I can gather evidence and evaluate sources.	ECO.EE.a ECO.EE.b	I can gather relevant information from multiple sources representing a wide range of views. I can find evidence that views information directly and substantively from multiple sources in order to revise or strengthen claims.	I can gather relevant information from multiple sources representing a wide range of views while using the range, variety, context, and corroborative value of the sources to guide the selection. I can identify evidence that views information directly and substantively from multiple sources to detect inconsistencies in evidence in order to revise or strengthen claims.	I can assess relevant information from multiple sources representing a wide range of views while using the range, variety, context, and corroborative value of the sources to guide the selection. I can evaluate evidence that views information directly and substantively from multiple sources to detect inconsistencies in evidence in order to revise or strengthen claims.
ECO.CC	Communicating Conclusions and Taking Informed Action	I can communicate conclusions and take informed action.	ECO.CC.a ECO.CC.b	I can evaluate arguments using precise and knowledgeable claims, with evidence from multiple sources. I can list the options for individual and collective action to address local, regional, and global problems.	I can construct arguments using precise and knowledgeable claims, with evidence from multiple sources, while acknowledging counterclaims and subsidiary conclusions. I can assess options for individual and collective action to address local, regional, and global problems by engaging in self-reflection, strategy justification, and member/civil reasoning.	I can critique arguments using precise and knowledgeable claims, with evidence from multiple sources, while acknowledging counterclaims and subsidiary conclusions. I can develop an individual and collective action to address local, regional, and global problems by engaging in self-reflection, strategy justification, and member/civil reasoning.

Math Strands - Precalculus

Strand Code	Strand Title	Strand Description	Strand Part	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
PCALC.NCN	The Complex Number System	I can represent and perform operations on complex numbers.	PCALC.NCNa	I can find the conjugate of a complex number.	I can find and use conjugates of complex numbers.	I can find and use conjugates of complex numbers. I can critique the work of others.
			PCALC.NCNb	I can represent complex numbers on the complex plane.	I can represent complex numbers and their operations on the complex plane.	I can create and represent complex numbers and their operations on the complex plane.
PCALC.NVM	Vector Quantities and Matrices	I can represent and perform operations on vectors and matrices.	PCALC.NVMa	I can represent vectors.	I can represent and apply properties of vectors.	I can represent and apply properties of vectors in a real-life context.
			PCALC.NVMb	I can perform operations on vectors.	I can perform and analyze operations on vectors.	I can create, perform, and analyze operations on vectors.
			PCALC.NVMc	I can perform operations on matrices.	I can perform operations on matrices and use matrices in applications.	I can perform operations on matrices and use matrices in applications. I can justify my reasoning.
PCALC.REI	Reasoning with Equations and Inequalities	I can solve systems of equations.	PCALC.REI	I can represent a system of equations as a matrix equation.	I can solve matrix equations that represent a system of equations.	I can solve matrix equations that represent a system of equations in a real-life context.
PCALC.FIF	Interpreting Functions	I can analyze rational functions using different representations.	PCALC.FIF	I can determine key features of rational functions.	I can determine and use key features of rational functions in graph.	I can determine and use key features of rational functions to graph. I can analyze the graphs of rational functions.
PCALC.FBF	Building Functions	I can build various types of functions.	PCALC.FBFa	I can compose functions.	I can compose functions and interpret composed functions within a real-world context.	I can compose functions and interpret composed functions within a real-world context. I can critique the work of others.
			PCALC.FBFb	I can determine the inverse of a function.	I can apply properties of inverse functions to solve problems.	I can apply properties of inverse functions to solve problems. I can justify my reasoning.
PCALC.FTF	Trigonometric Functions	I can reason and apply knowledge of trigonometric functions.	PCALC.FTFa	I can determine trigonometric values of special angles.	I can determine and analyze trigonometric values of special angles.	I can determine and analyze trigonometric values of special angles. I can critique the work of others.
			PCALC.FTFb	I can use trigonometric inverse functions to solve trigonometric equations.	I can explain origin of trigonometric inverse functions and use them to solve trigonometric equations.	I can explain origin of trigonometric inverse functions and use them to solve trigonometric equations in a real-life context.

Math Strands - Precalculus

Strand Code	Strand Title	Strand Description	Strand Part	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
			PCALC.PTFC	I can use sum and difference trigonometric identities to solve problems.	I can use sum and difference trigonometric identities to solve problems. I can justify my reasoning.	I can prove and use sum and difference trigonometric identities to solve problems. I can justify my reasoning.
PCALC.GPE	Expressing Geometric Properties with Equations	I can translate between the geometric description and the equation for a conic section.	PCALC.GPE	I can develop a geometric description given the equation of a conic section.	I can derive equations of conic sections and develop a geometric description.	I can derive equations of conic sections and develop a geometric description. I can justify my reasoning.
PCALC.GMD	Geometric Measurement and Dimension	I can explain volume formulas and use them to solve problems.	PCALC.GMD	I can explain volume formulas.	I can explain volume formulas and use them to solve mathematical problems.	I can explain volume formulas and use them to solve real-world problems.
PCALC.SMD	Using Probability to Make Decisions	I can use probability to make decisions.	PCALC.SMDa	I can develop a probability distribution for a random variable.	I can develop a probability distribution and calculate the expected value of a random variable.	I can develop a probability distribution. I can calculate and interpret the expected value of a random variable.
			PCALC.SMDb	I can compare possible outcomes using expected values.	I can evaluate possible outcomes using expected values.	I can evaluate possible outcomes and make decisions using expected values.

Science Strands - Physics

Strand Code	Strand Title	Strand Description	Strand Part	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
PHYC.HM	Forces and Motion	I can understand how interactions of an object with another object can be explained and predicted.	PHYC.HM.a	I can use data to support the claim that Newton's second law of motion describes the relationship among the net force on a macroscopic object, its mass, and its acceleration.	I can analyze data to support the claim that Newton's second law of motion describes the mathematical relationship among the net force on a macroscopic object, its mass, and its acceleration.	I can analyze and evaluate data to support the claim that Newton's second law of motion describes the mathematical relationship among the net force on a macroscopic object, its mass, and its acceleration.
			PHYC.HM.b	I can identify mathematical representations to support the claim that the total momentum of a system of objects is conserved when there is no net force on the system.	I can use mathematical representations to support the claim that the total momentum of a system of objects is conserved when there is no net force on the system.	I can apply mathematical representations to support the claim that the total momentum of a system of objects is conserved when there is no net force on the system.
			PHYC.HM.c	I can use scientific and engineering ideas to design, evaluate, and refine a device that minimizes the force on a macroscopic object during a collision.	I can apply scientific and engineering ideas to design, evaluate, and refine a device that minimizes the force on a macroscopic object during a collision.	I can apply scientific and engineering ideas to design, evaluate, and refine a device that minimizes the force on a macroscopic object during a collision.
PHYC.IT	Types of Interactions	I can understand how all forces between objects arise from a few types of interactions.	PHYC.IT.a	I can identify mathematical representations of Newton's Law of Gravitation and Coulomb's Law to describe and predict the gravitational and electrostatic forces between objects.	I can use mathematical representations of Newton's Law of Gravitation and Coulomb's Law to describe and predict the gravitational and electrostatic forces between objects.	I can apply mathematical representations of Newton's Law of Gravitation and Coulomb's Law to describe and predict the gravitational and electrostatic forces between objects.
			PHYC.IT.b	I can conduct an investigation to provide evidence that an electric current in a magnetic field and that a changing magnetic field can produce an electric current.	I can plan and conduct an investigation to provide evidence that an electric current can produce a magnetic field and that a changing magnetic field can produce an electric current.	I can plan, conduct and evaluate an investigation to provide evidence that an electric current can produce a magnetic field and that a changing magnetic field can produce an electric current.
			PHYC.IT.c	I can communicate scientific and technical information about why the molecular-level structure is important in the functioning of designed materials.	I can communicate scientific and technical information about why the molecular-level structure is important in the functioning of designed materials.	I can communicate scientific and technical information about why the molecular-level structure is important in the functioning of designed materials.
PHYC.NP	Nuclear Processes	I can understand what forces hold nuclei together and what nuclear processes occur.	PHYC.NP.a	I can use a given model to illustrate the changes in the composition of the nucleus of the atom and the energy released during the processes of fission, fusion, and radioactive decay.	I can develop models to illustrate the changes in the composition of the nucleus of the atom and the energy released during the processes of fission, fusion, and radioactive decay.	I can develop and assess models to illustrate the changes in the composition of the nucleus of the atom and the energy released during the processes of fission, fusion, and radioactive decay.
PHYC.OE	Definitions of Energy	I can define a single quantity called energy.	PHYC.OE.a	I can use a given model to illustrate that energy of the macroscopic scale can be associated with the motion of particles (objects) and energy associated with the relative position of particles (objects).	I can develop and use models to illustrate that energy of the macroscopic scale can be associated with the motion of particles (objects) and energy associated with the relative position of particles (objects).	I can develop, use, and apply models to illustrate that energy of the macroscopic scale can be associated with the motion of particles (objects) and energy associated with the relative position of particles (objects).
			PHYC.OE.b	I can use a given computational model to calculate the change in the energy of one component in a system when the change in energy of the other component(s) and energy flows in and out of the system are known.	I can create a computational model to calculate the change in the energy of one component in a system when the change in energy of the other component(s) and energy flows in and out of the system are known.	I can create and evaluate a computational model to calculate the change in the energy of one component in a system when the change in energy of the other component(s) and energy flows in and out of the system are known.
			PHYC.OE.c	I can build a device that works within given constraints to convert one form of energy into another form of energy.	I can design, build, and refine a device that works within given constraints to convert one form of energy into another form of energy.	I can design, build, refine and evaluate a device that works within given constraints to convert one form of energy into another form of energy.
PHYC.RF	Relationship Between Energy and Forces	I can understand how forces relate to energy.	PHYC.RF.a	I can use a given model of two objects interacting through electric or magnetic fields to illustrate the forces between objects and the changes in energy of the objects due to the interaction.	I can develop and use a model of two objects interacting through electric or magnetic fields to illustrate the forces between objects and the changes in energy of the objects due to the interaction.	I can develop, use and evaluate a model of two objects interacting through electric or magnetic fields to illustrate the forces between objects and the changes in energy of the objects due to the interaction.
PHYC.WP	Wave Propagation	I can understand how waves are a traveling packet of energy that carries energy.	PHYC.WP.a	I can identify mathematical representations to support a claim regarding relationships among the frequency, wavelength, and speed of waves traveling in various media.	I can use mathematical representations to support a claim regarding relationships among the frequency, wavelength, and speed of waves traveling in various media.	I can apply mathematical representations to support a claim regarding relationships among the frequency, wavelength, and speed of waves traveling in various media.
			PHYC.WP.b	I can prepare questions about the advantages of using a digital transmission and storage of information.	I can evaluate questions about the advantages of using a digital transmission and storage of information.	I can evaluate and apply questions about the advantages of using a digital transmission and storage of information.
			PHYC.WP.c	I can identify the claims, evidence, and reasoning behind the idea that electromagnetic radiation can be described either by a wave model or a particle model, and that for some situations one model is more useful than the other.	I can evaluate the claims, evidence, and reasoning behind the idea that electromagnetic radiation can be described either by a wave model or a particle model, and that for some situations one model is more useful than the other.	I can evaluate and apply the claims, evidence, and reasoning behind the idea that electromagnetic radiation can be described either by a wave model or a particle model, and that for some situations one model is more useful than the other.

Science Strands - Physics

			<p>PHYC.WPH</p> <p>I can explain how some technological devices use the principles of wave behavior and have applications with matter by transfer and capture information and energy.</p>	<p>I can communicate technical information about how some technological devices use the principles of wave behavior and wave interactions with matter to transfer and capture information and energy.</p>	<p>I can compare how different technological devices use the principles of wave behavior and have applications with matter to transfer and capture information and energy.</p>
PHYC.EM	Electromagnetic Radiation	I can explain the varied effects that involve light and other forms of electromagnetic radiation.	<p>PHYC.EP</p> <p>I can identify the validity and reliability of claims in published materials of the effects that different frequencies of electromagnetic radiation have when absorbed by matter.</p>	<p>I can evaluate the validity and reliability of claims in published materials of the effects that different frequencies of electromagnetic radiation have when absorbed by matter.</p>	<p>I can evaluate and defend the validity and reliability of claims in published materials of the effects that different frequencies of electromagnetic radiation have when absorbed by matter.</p>
PHYC.OE	Conservation of Energy and Energy Transfer	I can understand how the total change in energy in any system is always equal to the total energy transferred in and out of the system.	<p>PHYC.OEW</p> <p>I can use a given conceptual model to calculate the change in the energy of one component in a system when the change in energy of the other component(s) and energy flows in and out of the system are known.</p>	<p>I can create a computational model to calculate the change in the energy of one component in a system when the change in energy of the other component(s) and energy flows in and out of the system are known.</p>	<p>I can create and assess a computational model to calculate the change in the energy of one component in a system when the change in energy of the other component(s) and energy flows in and out of the system are known.</p>
			<p>PHYC.OEB</p> <p>I can conduct an investigation to provide evidence that the transfer of thermal energy when two components of different temperatures are combined within a closed system results in a more uniform energy distribution among the components in the system (second law of thermodynamics).</p>	<p>I can plan and conduct an investigation to provide evidence that the transfer of thermal energy when two components of different temperatures are combined within a closed system results in a more uniform energy distribution among the components in the system (second law of thermodynamics).</p>	<p>I can plan, conduct and evaluate an investigation to provide evidence that the transfer of thermal energy when two components of different temperatures are combined within a closed system results in a more uniform energy distribution among the components in the system (second law of thermodynamics).</p>
PHYC.ED	Engineering Design	I can use an engineering design process to solve problems.	<p>PHYC.AM1</p> <p>I can explain a major global challenge and identify qualitative and quantitative criteria and constraints for solutions that account for societal needs and wants.</p>	<p>I can analyze a major global challenge to specify qualitative and quantitative criteria and constraints for solutions that account for societal needs and wants.</p>	<p>I can analyze a major global challenge to specify qualitative and quantitative criteria and constraints for solutions that account for societal needs and wants.</p>
			<p>PHYC.ED1</p> <p>I can construct a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.</p>	<p>I can design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.</p>	<p>I can design and evaluate a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.</p>
			<p>PHYC.ED2</p> <p>I can identify a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics, as well as possible social, cultural, and environmental impacts.</p>	<p>I can evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics, as well as possible social, cultural, and environmental impacts.</p>	<p>I can evaluate and refine a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics, as well as possible social, cultural, and environmental impacts.</p>
			<p>PHYC.AM2</p> <p>I can use a given computer simulation to model the impact of proposed solutions to a complex real-world problem with numerous criteria and constraints on interactions within and between systems relevant to the problem.</p>	<p>I can use a computer simulation to model the impact of proposed solutions to a complex real-world problem with numerous criteria and constraints on interactions within and between systems relevant to the problem.</p>	<p>I can use and evaluate a computer simulation to model the impact of proposed solutions to a complex real-world problem with numerous criteria and constraints on interactions within and between systems relevant to the problem.</p>

Attachment 8



W·A·Y™
Widening Advancements for Youth

School Schedule

All Students are provided with technology and Internet service in their homes, as needed, in order to access their courses and online teachers. Middle and high school students will primarily complete electives via distance virtual learning when they are not scheduled in the learning lab. Students report for 3.5 hours of instruction in the learning lab.

Middle school students report Monday through Thursday and are scheduled either in the morning or afternoon. On Friday, all middle school students report in the morning only. Middle school students are in a self-contained area in the open learning lab and teachers rotate into their section. Due to the differences in age, maturity and coursework, middle school and high school students are not completely immersed in the learning lab side by side.

High school students report Monday through Thursday and are scheduled either in the morning or afternoon. High school students rotate to designated content areas in the learning lab. High school students who want extra support can attend on Friday morning. Friday afternoon is closed to students and teachers have their preparation time. This time is also used for staff meetings, professional learning communities and school improvement meetings.

Please note these schedules do not account for our Title I Reading and Math Intervention Programs or special education schedules. For more information see the special populations section of the application

WAY Academy-Muncie Sample Middle School Learning Lab Schedule Grade (7 – 8)

Monday – Friday		
Time	Minutes	Course
8:15-8:30	15	Breakfast
8:30-8:50	20	Mentor Meetings
8:50-9:40	50	English Language Arts
9:40-10:30	50	Social Studies
10:30-11:20	50	Mathematics
11:20-12:10	50	Science
12:10	12:30	Lunch

WAY Academy-Muncie Sample High School Learning Lab Schedule (9-12)

Monday - Thursday		
Time	Minutes	Course
8:15-8:30	15	Breakfast
8:30-8:50	20	Mentor Meetings
8:50-9:40	50	Mathematics
9:40-10:30	50	Science
10:30-11:20	50	English Language Arts
11:20-12:10	50	Social Studies
12:10	12:30	Lunch

**WAY Academy-Muncie
School Calendar
2018-2019**

School Begins	August 5, 2019
Labor Day No School	September 2, 2019
Thanksgiving Break No School	November 27 – December 2, 2019
Winter Break No School	December 23 - January 6, 2019
Martin Luther King Day No School	January 20, 2020
President's Day No School	February 17, 2020
Spring Break No School	April 6 – April 13, 2020
Summer Break Online Experts Available	May 22 - June 29, 2020
Fourth of July	July 3 - 6, 2020
End of School Year	July 17, 2020

**District Professional Development Days
2019-2020**

Lab Closed For Researchers
 September 20, 2019
 October 18, 2019
 November 15, 2019
 December 20, 2019
 January 17, 2020
 February 21, 2020
 March 20, 2020
 April 17, 2020
 May 8, 2020

Graduation Dates

The week of December 16, 2019
 The week of May 18, 2020

Attachment 9



W-A-Y™

Widening Advancements for Youth

Application and Enrollment Requirements

WAY Academy

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

Legal Notice

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

Application and Enrollment Requirements

WAY Academy

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 preference policy for siblings or children of employees and Academy Board members, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) or child(ren) of employees or Academy Board members 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 or children of employees and Academy Board members seeking admission for the upcoming academic year per grade.
 - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 - D. The number of spaces remaining, per grade, after enrollment of current students, siblings, and children of employees and Academy Board members.

Application and Enrollment Requirements

WAY Academy

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

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

The Academy shall use a credible, neutral "third party" such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

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

Attachment 10



W·A·Y™

Widening Advancements for Youth

STUDENT DISCIPLINE

The Board of Directors acknowledges conduct is closely related to learning and an effective instructional program requires an orderly school environment, as reflected in the behavior of students.

The Board believes the best discipline is self-imposed, with students assuming responsibility for their own behavior and the resulting consequences.

The Board shall require each student of this Academy to adhere to the Code of Conduct established by the administration and submit to such disciplinary measures, appropriately assigned for infraction of those rules. Such rules shall require students to do the following:

- A. conform to reasonable standards of socially acceptable behavior;
- B. respect other persons and their property;
- C. preserve the degree of order necessary for the educational program in which they are engaged;
- D. respect the rights of others;
- E. obey the constituted authority and respond with respect to those who hold that authority.

The Educational Service Provider shall develop Administrative Procedures for student conduct (Code of Conduct) that carry out the purposes of this policy and have the following characteristics:

- A. focus on the need to maintain a school environment conducive to learning;
- B. do not discriminate among students;
- C. do not demean students;
- D. do not violate any individual rights constitutionally guaranteed to students.

The Educational Service Provider shall also designate sanctions, excluding corporal punishment, for the infractions of rules in the Code of Conduct. The sanctions shall accomplish the following:

- A. relate in kind and degree to the infraction;
- B. require the student to take responsibility for his/her actions;
- C. reduce the effects of any harm caused by the student's misconduct.

The Academy shall publish to all students and their parents the rules of this Academy regarding student conduct, the sanctions which may be imposed, and the due process procedures to be followed in administering the Code of Conduct.

The School Leader shall have the authority to assign discipline to students, subject to Administrative Procedures (Code of Conduct) and the student's due process right to notice, hearing, and appeal.

Staff members with authority over students shall have the authority to take the necessary means to control any disorderly conduct of students in all situations and in all places where such students are within the jurisdiction of this Board when such conduct interferes with the educational program of the Academy or threatens the health and safety of others.

Adopted 9/2/14

Attachment 11



W·A·Y™
Widening Advancements for Youth

WAY Academy-Muncie

Complaint and Grievance Policy

The Board recognizes the need to provide for the orderly resolution of any grievance or complaint arising from school and community stakeholders. Any complaint concerning policy of the Board shall be resolved at the final step by the Board. The Board's decision is final. The Board will not consider anonymous complaints or grievances nor will the Board consider complaints, which have not been referred to the school leader for investigation.

Complaint and Grievance Procedures

WAY Academy-Muncie has a set of procedures that all school and community stakeholders must follow when they are dissatisfied.

Step 1: For classroom level complaints, communicate the dissatisfaction with a teacher by phone, in person, written letter/email, or a pre-arranged informal conference.

Step 2: For school level complaints on policies or procedures, arrange a formal or informal meeting with the school director. This may include the teacher or other school personnel if appropriate.

Step 3: If there is disagreement with the school director's decision then a complaint form must be completed and send it to the Superintendent.

Step 4: The Superintendent will investigate the complaint and respond by phone or written letter within 5 days of receipt of the complaint. If a resolution cannot be reach, a grievance committee of no less than 3 central office personnel will arrange for a formal hearing within 10 days of the original receipt of the complaint.

Step 5: If a resolution between the person(s) filing the complaint and the grievance committee cannot be reach. The complaint will be referred to the School Board for a hearing. The hearing will be schedule for the next regularly schedule board meeting. The Board's decision is final.

**WAY Academy-Muncie
Complaint Form**

(Please Print or Type)

Today's Date: _____ Date of Incident: _____
Type of Incident: School Policy School Practice

School Personnel Involved: _____

Describe Incident/Complaint: *(Use additional pages if needed)*

What have you done about the problem to date? _____

What is your suggestion to resolve the problem? _____

Name of Complainant: _____
Address: _____ Phone Number _____
Signature of Complainant: _____

Please return this form to: THE SUPERINTENDENT'S OFFICE (Address)

Attachment 12



WAY Academy-Muncie is in the process of developing community support with local organizations and businesses. See our proposed plan in the narrative under Section II: School Design, subtitle: Parents and Community

Attachment 13



W-A-Y™

Widening Advancements for Youth

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 26 2011

W A Y WIDENING ADVANCEMENTS FOR
YOUTH
369 MAIN ST
BELLEVILLE, MI 48111-2645

Employer Identification Number:
27-3319122
DLN:
17053292351020
Contact Person:
DENISE L. TAMAYO
Contact Telephone Number: ID# 95120
(877) 829-5500
Accounting Period Ending:
August 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
August 25, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



**ARTICLES OF INCORPORATION
DOMESTIC NONPROFIT CORPORATION**

State Form 4162 (R17 / 3-18)

**SECRETARY OF STATE
BUSINESS SERVICES DIVISION**
302 West Washington Street, Room E018
Indianapolis, IN 46204
Telephone: (317) 232-6576
www.sos.in.gov

- INSTRUCTIONS:**
1. Use 8½" x 11" white paper for attachments.
 2. Please **TYPE** or **PRINT** in **INK**.
 3. Please visit our office at www.sos.in.gov.
 4. Make check or money order payable to the Secretary of State.
 5. Submit original completed paperwork and payment to: 302 West Washington Street, Room E-018, Indianapolis, IN 46204.

- REQUIREMENTS:**
1. Nonprofit corporations must qualify with the Internal Revenue Service and the Indiana Department of Revenue. It is strongly suggested you do not complete or file this form before contacting both agencies.
 2. Article VII MUST be completed appropriately. Please see (1) above.

INFORMATION CONTAINED ON THIS PAGE IS NOT PART OF THE PUBLIC RECORD.

Name of business
WAY Academy-Muncie Incorporated
E-mail address of business (SOS use only)

RETURN DOCUMENTS TO:

Name		
Leamon R. Sowell		
Street address, line 1		
300 River Place Drive		
Street address, line 2		
Suite 5500		
City	State	ZIP code
Detroit	Michigan	48207
Telephone number	E-mail address (if different from above – SOS use only)	
(313) 964-7900	lrsowell@sowellpartners.com	

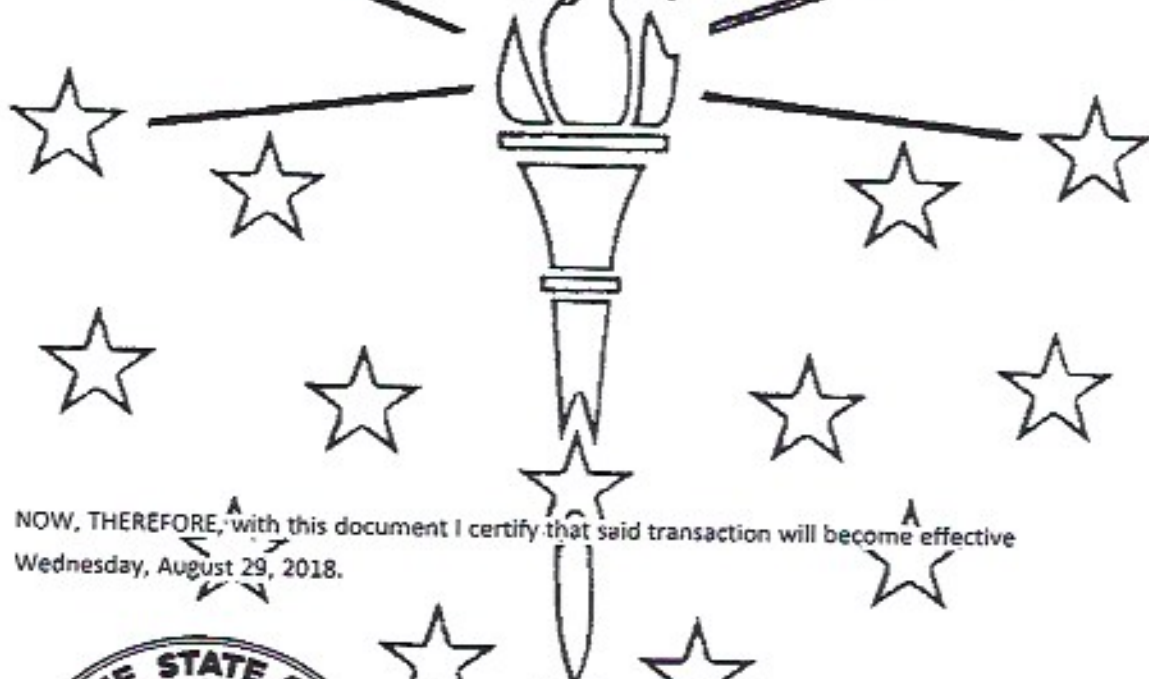


State of Indiana
Office of the Secretary of State

Certificate of Incorporation

of
WAY ACADEMY-MUNCIE INCORPORATED

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law, as prescribed by the provisions of the Indiana Code.



NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, August 29, 2018.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 31, 2018

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201808291276096 / 8008623

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>



ARTICLES OF INCORPORATION
DOMESTIC NONPROFIT CORPORATION
 State Form 4102 (R17 / 3-10)

Approved and Filed
 201808291276096/000623
 Filing Date: 08/31/2018
 Effective :08/29/2018 16:51
 CONNIE LAWSON
 Indiana Secretary of State

2018 08 29 PM 3: 51

Indiana Code 23-17-3-2
 23-0.5-8-14

FILING FEE: \$50.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form a Corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1891 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of the Corporation: (The name must include the word Corporation, Incorporated, Limited, Company or an abbreviation thereof.)

WAY Academy-Muncie Incorporated

Address of Principal Office (number and street)

369 Main Street

City

Belleville

State

MI

ZIP code

48111

ARTICLE II - STATEMENT OF PURPOSE

The purposes for which the Corporation is formed are:

Specific language is required by the IRS in this article in order to be approved for 501(c) status. Contact the IRS for assistance.

See attached.

ARTICLE III - TYPE OF CORPORATION (CHECK ONLY ONE)

The Corporation is a:

- public benefit corporation, which is organized for a public or charitable purpose;
 religious corporation, which is organized primarily or exclusively for religious purposes; or
 mutual benefit corporation (all others).

ARTICLE IV - REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to NBIZ.in.gov.

Provide either commercial registered agent or noncommercial registered agent information below.

Commercial registered agent Name of registered agent (Do not provide address.)
 C T Corporation System

OR

Noncommercial registered agent Name of registered agent

Address (number and street) (A.P.O. box is not acceptable unless accompanied by a Rural Route number.)

City

State

IN

ZIP code

E-mail address of the registered agent at which the registered agent will accept electronic service of process

By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Incorporation has consented to the appointment of Registered Agent.

ARTICLE V - MEMBERSHIP

Indicate if Corporation will have members. Yes No members

ARTICLE VI - INCORPORATOR(S) (INCORPORATORS MAY NEVER BE AMENDED.)

The names and addresses of the officers of the incorporators is/are as follows:

Name	Number and Street or Building	City	State	ZIP code
Leamon Sowell	300 River Place Drive, Suite 5500	Detroit	MI	48207

ARTICLE VII - DISTRIBUTION OF ASSETS ON DISSOLUTION OR FINAL LIQUIDATION

Please note: This section must be completed.

Refer to Indiana Code 23-17-22-5 for permitted entities following Dissolution:

25th AUG 29 11:50
Specify language to be added to the IRS in this article in order to be approved for 501(c) status. Contact the IRS for assistance.

No part of the net earnings of the corporation of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officer, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payment and distributions in furtherance of the purposes set forth in the purpose clause hereof.

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all the liabilities of the Corporation, dispose of the residual assets of the corporation exclusively for exempt purposes of the Corporation in such manner, or to one or more organizations which themselves are exempt as organizations described in Sections 501(c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986 or corresponding Sections of any future Internal Revenue Code. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the Corporation is then located, for such purposes or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

SIGNATURE

In witness whereof, the undersigned _____ the incorporator _____ of said Corporation
(Title)

executes this document, and verifies subject to penalties of perjury, that the facts contained herein are true,

this 28th day of August 20 18

Signature: *Leamon R. Sowell*

Printed name
Leamon R. Sowell

2018 AUG 29 PM 3:51

Article II – Purpose

The purposes for which the Corporation is formed are:

- a. WAY Academy-Muncie Inc. is organized for exclusively charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under said Section 501(c)(3) of the Internal Revenue Code of 1986. Specifically the organization will operate a charter school.
- b. The Corporation is organized to carry out certain purposes of an exempt organization under section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any subsequent federal tax law) to operate as a public charter school academy in the State of Indiana. The Corporation shall have the purpose, power, and authority to do such things and to perform with all the power conferred on nonprofit corporations under the Title 23, Article 17 of the Indiana Code (the "Act").
- c. Notwithstanding any other provisions of these Articles, the organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law or by any future federal tax code.
- d. No substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

PENDING APPROVAL
CONNIE LAWSON
INDIANA SECRETARY OF STATE
08/31/2018 01:32 PM

REGISTRATION STATEMENT

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID	None
BUSINESS TYPE	Foreign Nonprofit Corporation
BUSINESS NAME	WAY WIDENING ADVANCEMENTS FOR YOUTH CORP
PRINCIPAL OFFICE ADDRESS	369 MAIN STREET, Belleville, MI, 48111, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE	Business
NAME	LEGALINC CORPORATE SERVICES INC.
ADDRESS	120 E MARKET STREET, STE 1259, INDIANAPOLIS, IN, 46204, USA
SERVICE OF PROCESS EMAIL	ra@legalinc.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted and is publicly viewable.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION	Perpetual
EFFECTIVE DATE	08/31/2018
EFFECTIVE TIME	02:20PM

ARTICLE IV - PRINCIPAL(S)

TITLE	Director
NAME	Jennifer Hernandez
ADDRESS	369 MAIN STREET, MI, 48111, USA

PENDING APPROVAL
CONNIE LAWSON
INDIANA SECRETARY OF STATE
08/31/2018 01:32 PM

ARTICLE V - FOREIGN ENTITY JURISDICTION INFORMATION

FORMATION DATE 09/26/2011
COUNTRY USA
STATE MI

ARTICLE VI - GENERAL INFORMATION

TYPE OF CORPORATION Public benefit corporation, which is organized for a public or charitable purpose
WILL THE CORPORATION HAVE MEMBERS? Yes

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED DESIRES TO EFFECTUATE THE ADMITTANCE OF THIS NONPROFIT CORPORATION TO TRANSACT BUSINESS IN THE STATE OF INDIANA PURSUANT TO INDIANA LAW.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **August 31, 2018**.

SIGNATURE Thea Daniels
TITLE Accountant

PENDING APPROVAL
CONNIE LAWSON
INDIANA SECRETARY OF STATE
08/31/2018 01:32 PM

SHAREHOLDER INFORMATION

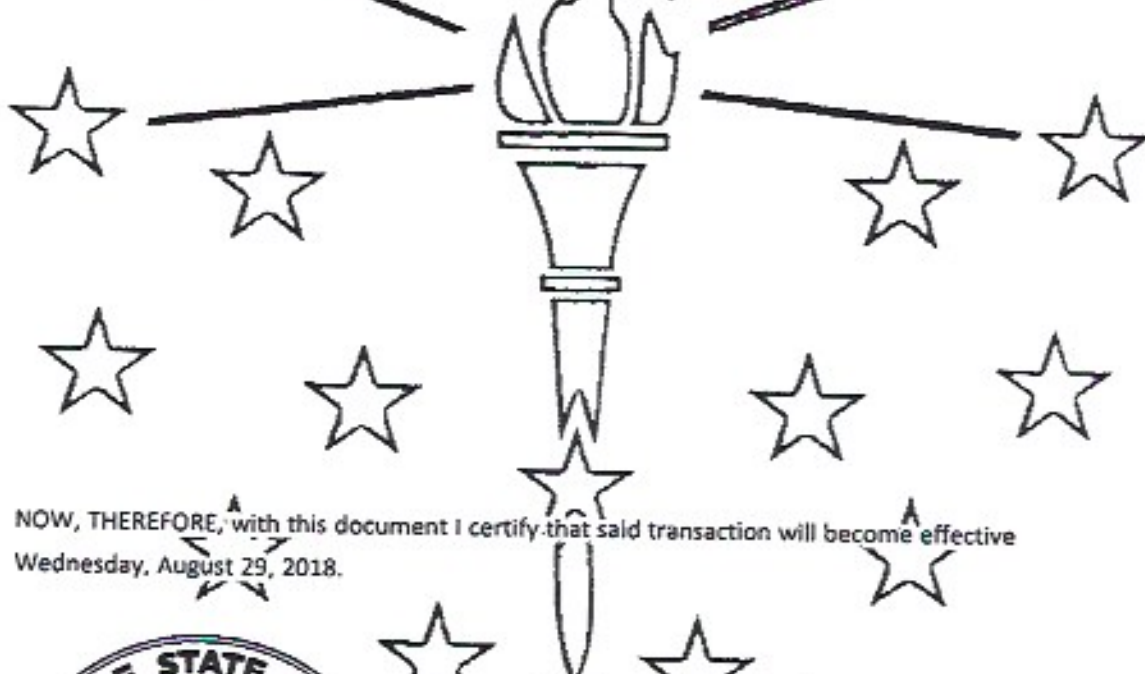
No shareholder on record.

State of Indiana
Office of the Secretary of State

Certificate of Incorporation

WAY ACADEMY-MUNCIE INCORPORATED

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic Nonprofit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law, as prescribed by the provisions of the Indiana Code.



NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, August 29, 2018.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 31, 2018

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201808291276096 / 8008623

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>



ARTICLES OF INCORPORATION
DOMESTIC NONPROFIT CORPORATION
 State Form 4162 (R17 / 3-18)

2018 AUG 29 PH 3: 51

Approved and Filed
 201808291278096/9008623
 Filing Date: 08/29/2018
 Effective :08/29/2018 16:51
 CONNIE LAWSON
 Indiana Secretary of State

Indiana Code 23-17-3-2
 23-0.5-9-14

FILING FEE: \$50.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form a Corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1891 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL OFFICE

Name of the Corporation: (The name must include the word Corporation, Incorporated, Limited, Company or an abbreviation thereof.)

WAY Academy-Muncie Incorporated

Address of Principal Office (number and street)

369 Main Street

City

Belleville

State

MI

ZIP code

48111

ARTICLE II - STATEMENT OF PURPOSE

The purposes for which the Corporation is formed are:

Specific language is required by the IRS in this article in order to be approved for 501(c) status. Contact the IRS for assistance.

See attached.

ARTICLE III - TYPE OF CORPORATION (CHECK ONLY ONE)

The Corporation is a:

- public benefit corporation, which is organized for a public or charitable purpose;
 religious corporation, which is organized primarily or exclusively for religious purposes; or
 mutual benefit corporation (all others).

ARTICLE IV - REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to NBIZ.in.gov.

Provide either commercial registered agent or noncommercial registered agent information below.

Commercial registered agent

Name of registered agent (Do not provide address.)

C T Corporation System

OR

Noncommercial registered agent

Name of registered agent

Address (number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)

City

State

IN

ZIP code

E-mail address of the registered agent at which the registered agent will accept electronic service of process

By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Incorporation has consented to the appointment of Registered Agent.

ARTICLE V - MEMBERSHIP

Indicate if Corporation will have members. Yes No members

ARTICLE VI - INCORPORATOR(S) (INCORPORATORS MAY NEVER BE AMENDED.)

The names and addresses of the officers of the Incorporators is/are as follows:

Name	Number and Street or Building	City	State	ZIP code
Leamon Sowell	300 River Place Drive, Suite 5500	Detroit	MI	48207

ARTICLE VII - DISTRIBUTION OF ASSETS ON DISSOLUTION OR FINAL LIQUIDATION

Please note: This section must be completed.

Refer to Indiana Code 23-17-23-5 for permitted activities following Dissolution:

Specific language is required by the IRS in this article in order to be approved for S01(c) status. Contact the IRS for assistance.

No part of the net earnings of the corporation or the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officer, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payment and distributions in furtherance of the purposes set forth in the purpose clause hereof.

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all the liabilities of the Corporation, dispose of the residual assets of the corporation exclusively for exempt purposes of the Corporation in such manner, or to one or more organizations which themselves are exempt as organizations described in Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 or corresponding Sections of any future Internal Revenue Code. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the Corporation is then located, for such purposes or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

SIGNATURE

In witness whereof, the undersigned _____ the incorporator _____ of said Corporation
(Title)

executes this document, and verifies subject to penalties of perjury, that the facts contained herein are true,

this 28th day of August, 2018.

Signature Leamon R. Sowell

Printed name
Leamon R. Sowell

SECRET
REGISTRATION

2018 AUG 29 PM 3: 51

Article II – Purpose

The purposes for which the Corporation is formed are:

- a. WAY Academy-Muncie Inc. is organized for exclusively charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under said Section 501(c)(3) of the Internal Revenue Code of 1986. Specifically the organization will operate a charter school.
- b. The Corporation is organized to carry out certain purposes of an exempt organization under section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of any subsequent federal tax law) to operate as a public charter school academy in the State of Indiana. The Corporation shall have the purpose, power, and authority to do such things and to perform with all the power conferred on nonprofit corporations under the Title 23, Article 17 of the Indiana Code (the "Act").
- c. Notwithstanding any other provisions of these Articles, the organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law or by any future federal tax code.
- d. No substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

Pursuant to IC §, the organizer's Articles or Bylaws will contain a clause providing the following:

"Upon dissolution (1) the remaining assets of the charter school shall be distributed first to satisfy outstanding payroll obligation for employees of the charter school, then to creditors of the charter school, then to any outstanding debt to the common school fund; and (2) remaining funds received from the department shall be returned to the department not more than thirty (30) days after dissolution. If the assets of the charter school are insufficient to pay all parties to whom the charter school owes compensation under subdivision (1), the priority of the distribution of assets may be determined by a court."

BYLAWS
OF
WAY ACADEMY-MUNCIE

ARTICLE I

General

Section 1. Name. The name of the corporation is _____ Charter School, Inc. (the "Corporation").

Section 2. Registered Office and Registered Agent. The post office address of the Corporation's registered office at the time of adoption of these Bylaws (the "Bylaws") is _____ . The registered agent in charge of the registered office at the time of adoption of these Bylaws is _____ .

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June next succeeding.

ARTICLE II

Purpose and Mission

Section 1. Purpose and Mission. The Corporation is a non-profit corporation organized under the laws of the state of Indiana and its purposes are set forth in the Corporation's Articles of Incorporation.

Section 2. Non-Discrimination. The Corporation shall not discriminate on the basis of race, religion, national origin, gender, age, disability, sexual orientation, status as a Vietnam-era or special disabled Veteran, or other protected class in accordance with applicable federal or state laws in hiring or other employment practices of the School. Further, the School shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies or practices on the basis of race, gender, religion, ethnicity or disability. The School shall conduct all of its activities in accordance with all applicable local, state and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of the charter public schools in the state of Indiana.

ARTICLE III

Members

The Corporation shall have not have any members.

ARTICLE IV

Board of Directors

Section 1. Directors. The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board of Directors, subject to the provisions of the

Revised January 30, 2015

Articles of Incorporation (the "Articles") and these Bylaws. The Board of Directors shall have the number of members, not less than five (5) and not greater than nine (9), as designated by resolution of the Board of Directors from time to time. At all times all members of the Board of Directors shall be residents of the State of Indiana, and at least one-half of the members of the Board of Directors shall, as of the date of election or appointment to the board, be residents of any Indiana county of residence of one or more current students at the charter school operated by the Corporation (the "School").

No individual may serve on the Board of Directors if that individual has been convicted of any offense set forth in Indiana Code 20-26-5-11(b), any successor statute, or of any offense substantially equivalent to any of the offenses listed in I.C. 20-26-5-11(b) in which the judgment of conviction was entered under the law of any other federal or state jurisdiction unless the candidacy of such individual is approved by the School's Authorizer (as the term "Authorizer" is defined in IC 20-24-1-2.5) (the "School's Sponsor"). In order to effectuate this requirement, at least fourteen (14) days before an individual is seated as a member of the Board of Directors, an Expanded Criminal History Check (as defined by IC 20-26-2-1.5) shall be performed as to such director. If the Organizer is leasing from a religious organization, no member of the religious board and no religious leader of the religious organization may simultaneously serve on the Corporation's Board of Directors.

At the regular meeting of the Board of Directors immediately preceding the expiration of the term of any director, the Board of Directors may elect a new director to replace a director whose term will expire, or has expired, and each such new director shall serve for a term of three (3) years, or such other period as prescribed by the directors at the time of such election, and until his or her successor is elected and qualified. No director shall serve more than two (2) successive terms. Once a director has served two (2) full three (3)-year terms, at least one (1) year must elapse before he or she again may be elected or appointed to the Board of Directors. The Corporation shall notify the sponsor of the School promptly upon the election of any new member of the Board of Directors. All newly elected directors shall participate in a board training session approved by the School's Sponsor.

In order to ensure continuity among the directors of the Corporation, the terms of the members of the Board of Directors may be staggered as necessary.

Section 2. Powers. The Board of Directors shall have all powers and authority for the management of the business, property, and affairs of the Corporation, except as expressly provided herein, and may take such lawful acts that the Board of Directors deems proper and appropriate to promote the purposes and objectives of the Corporation. The Board of Directors may delegate to officers of the Corporation such powers as it may see fit for specified periods of time or in connection with specified matters.

Section 3. Quorum and Approval of Actions. A majority of the directors in office immediately before a regular or special meeting begins shall constitute a quorum for the transaction of any business

properly to come before the Board of Directors. Unless otherwise provided in the Articles or these Bylaws, the approval of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 4. Regular Meetings. The Board of Directors shall hold regular meetings, as fixed by these Bylaws or by resolution of the Board of Directors, for the purpose of transacting such business as properly may come before the Board of Directors. The Board of Directors shall hold regular meetings on a monthly basis during the academic year of the School and shall hold at least one (1) regular meeting during summer break. All regular meetings shall be held at the physical facility housing the charter school unless such facility is not reasonably available by reason of construction or casualty, in which event regular meetings shall be held at such location as may be approved in advance by the School's Sponsor.

Section 5. Executive Sessions. Any Board member may call an Executive Session during any special or regular Board meeting for issues concerning personnel or other matters permitted under the Indiana Open Door Law. All persons except Board members may be excluded from such Executive Sessions. Following such meetings, an officer shall provide a general description of the matters discussed to be provided as the minutes of said Executive Session. No action may be taken in an Executive Session.

Section 6. Special Meetings. Notwithstanding the preceding Section 4 of this Article IV, the Board of Directors may hold special meetings, defined as any meeting other than regularly scheduled meetings as set forth in Section 4, for any lawful purpose, aside from the election of members of the Board of Directors, upon not less than two (2) business days' notice, as described in Section 7 of this Article IV, and upon call by the Chair and at least one (1) other member of the Board of Directors, or by two (2) or more members of the Board of Directors. A special meeting shall be held at such date and time as specified in the notice of the meeting. All special meetings shall be held at the physical facility housing the charter school unless such facility is not reasonably available by reason of construction or casualty, in which event special meetings shall be held at such location as may be approved in advance by the School's Sponsor.

Section 7. Compliance with Indiana Open Door Law. Notwithstanding any other provision of these Bylaws, the Corporation shall comply in all respects with the Indiana Open Door Law (currently codified at Indiana Code ("IC") section 5-14-1.5-1, et seq.), and any corresponding provision of subsequent Indiana law, in connection with all regular or special meetings of the Board of Directors. Without limiting the foregoing, the Board of Directors shall post notice of any regular or special meeting not less than two (2) business days before such meeting at the place at which such meeting shall be held and shall provide such other notice of such meeting as shall be required under the Indiana Open Door Law.

Section 8. Notice of Special Meetings. Written notice of the date, time, and place of each special meeting of the Board of Directors shall be communicated, delivered, or mailed by the Secretary of the Corporation, or by the person or persons calling the meeting, to each member of the Board of Directors so that such notice is effective at least two (2) business days before the date of the meeting and complies with the Indiana Open Door Law. The notice need not describe the purpose of the special meeting.

Written, electronic, or telefaxed notice, where applicable, shall be effective at the earliest of the following:

- (a) When received;
- (b) Five (5) days after the notice is mailed, as evidenced by the postmark or private carrier receipt, if mailed correctly addressed to the address listed in the most current records of the Corporation;
- (c) On the date shown on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or
- (d) Thirty (30) days after the notice is deposited with another method of the United States Postal Service other than first class, registered, or certified mail, as evidenced by the postmark, if mailed correctly addressed to the address listed in the most current records of the Corporation.

Section 9. Waiver of Notice. Notice of a meeting to a director may be waived in a writing signed by the director entitled to notice and filed with the minutes or the corporate records. Attendance at or participation in any meeting of the Board of Directors shall constitute a waiver of lack of notice or defective notice of such meeting unless the director shall, at the beginning of the meeting or promptly upon the director's arrival, object to holding the meeting and not vote for or assent to any action taken at the meeting.

Section 10. Action by Board. The Board of Directors shall not take action other than at a meeting held in compliance with the Open Door Law.

Section 11. Resignation, Removal, and Vacancies. Any director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chair, or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board of Directors, the Chair, or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

A director may be removed for cause by a majority of the directors then in office. Cause shall include, but shall not be limited to:

- (a) Violations of applicable law, including (but not limited to):

- (i) Violations of the Indiana Charter School Law; and
- (ii) Actions that would jeopardize the tax-exempt status of the Corporation or would subject it to intermediate sanctions under the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws (the "Code").
- (b) Breach of fiduciary duty and/or commission of an ultra vires act as defined by Indiana law, including (but not limited to) a violation of the applicable standard of care under the Articles, these Bylaws, or applicable law.
- (c) Breach of any governing document relating to the Corporation, including (but not limited to) the Articles, these Bylaws, and the Charter Agreement.
- (d) Inadequate attendance at meetings of the Board of Directors, defined as absence from three (3) consecutive meetings or from at least fifty percent (50%) of such meetings within one (1) calendar year.

Any vacancy on the Board of Directors created by the resignation or removal of a director shall be filled by a majority of the directors then in office.

Section 12. Educational Service Providers. Should the Board of Directors elect to engage an educational service provider ("ESP") to manage the School's operations, no member of the Corporation's Board of Directors or any of their respective spouses or immediate family members may have any direct or indirect ownership, employment, contractual or management interest in such ESP. All members of the Board of Directors shall thoroughly familiarize themselves with the contract between the Corporation and the ESP and the rights and responsibilities of the Corporation vis-à-vis the ESP.

Section 13. Participation via Telephone. Directors may participate in a meeting of the Board of Directors via telephone in accordance with Indiana's Open Door Law.

Section 14. Compensation. No member of the Board of Directors shall receive any compensation for serving in such office; provided that, the Corporation may reimburse any member of the Board for reasonable expenses incurred in connection with service on the Board. Any such reasonable expenses that are not reimbursed by the Corporation shall be construed as a gift to the Corporation.

Section 15. Protocol. The Board of Directors shall use Robert's Rules of Order, including the preparation and board approval of minutes of meetings of the Board of Directors.

ARTICLE V

Committees

The Board of Directors may establish advisory committees having such responsibilities as the Board of Directors shall specify. Members of such committees may, but need not, be members of the Board of Directors. A committee member appointed by the Board of Directors may be removed by the

Board of Directors with or without cause. All committee meetings must comply with the Indiana Open Door Law.

ARTICLE VI

Officers

Section 1. In General. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers as the Board of Directors may otherwise elect. An officer may not simultaneously hold more than one (1) office. Each officer shall be elected by the Board of Directors and shall serve for one (1) year, or such other period as prescribed by the directors at the time of such election, and until the officer's successor is elected and qualified.

An officer shall be a member of the Board of Directors. Any officer may be removed by the Board of Directors at any time for cause as that term is defined herein in Article VI, Section 9. Any vacancy in any office shall be filled by the Board of Directors, and any person elected to fill such vacancy shall serve until the expiration of the term vacated and until his or her successor is elected and qualified.

Section 2. President. The President shall have general supervision, management, control and oversight of the business of the Corporation, subject to these Bylaws and subject to the orders of the Board of Directors, and shall, in general, perform all the duties usually incident to the office of President or that may be imposed or prescribed by the Board of Directors. The President may enter into and execute any and all certificates, contracts, and other instruments of the Corporation that are approved by the Board of Directors. The President may delegate, as needed, to any other officer any and all duties of the office of President. The President shall also exercise and perform any and all other powers and duties as may be prescribed by the Board of Directors from time to time.

Section 3. Secretary. The Secretary shall be the custodian of all papers, books, and records of the Corporation other than books of account and financial records. The Secretary shall prepare and enter in the minute book the minutes of all meetings of the Board of Directors. The Secretary shall authenticate records of the Corporation as necessary. The Secretary shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

Section 4. Treasurer. The Treasurer shall prepare and maintain correct and complete records of account showing accurately the financial condition of the Corporation. All notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping as the Treasurer may from time to time prescribe. The Treasurer shall furnish, whenever requested by the Board of Directors or the Chair, a statement of the financial condition of the Corporation and shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

Section 5. Other Officers. Each other officer of the Corporation shall perform such duties as the Board of Directors or the Chair may prescribe.

ARTICLE VII

Property

The property of the Corporation shall be held and applied in promoting the general purposes of the Corporation. No property, including real estate, belonging to the Corporation shall be conveyed or encumbered except by authority of a majority vote of the Board. Any such conveyance or encumbrance shall be executed by the President in the name of the Corporation, and such instrument shall be duly approved by the Secretary or Treasurer of the Corporation.

ARTICLE VIII

Conflicts of Interest

Section 1. General Policy. It is the policy of the Corporation and its Board of Directors that the Corporation's directors, officers, and employees carry out their respective duties in a fashion that avoids actual, potential, or perceived conflicts of interest. The Corporation's directors, officers, and employees shall have the continuing, affirmative duty to report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their responsibilities to the Corporation. This policy shall be further subject to the following principles:

- (a) Directors, officers, and employees of the Corporation shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the Corporation in a completely impartial manner, without favor or preference based upon any consideration other than the best interests of the Corporation.
- (b) Directors, officers, and employees of the Corporation shall not seek or accept for themselves or any of their relatives (including spouses, ancestors, and descendants, whether by whole or half-blood), from any person or business entity that transacts or seeks to transact business with the Corporation, any gifts, entertainment, or other favors relating to their positions with the Corporation that exceed common courtesies consistent with ethical and accepted business practices.
- (c) If a director, or a director's relative, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.
- (d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee, or his or

her relative owns a significant financial interest or by which such officer, employee, or relative is employed, except where such dealings have been disclosed to, and specifically approved and authorized by, the Board of Directors of the Corporation.

(e) The Board of Directors may require the Corporation's directors, officers, or employees to complete annually (or as otherwise scheduled by the Board) a disclosure statement regarding any actual or potential conflict of interest described in these Bylaws. The disclosure statement shall be in such form as may be prescribed by the Board and may include information regarding a person's participation as a director, trustee, officer, or employee of any other nonprofit organization. The Board of Directors shall be responsible for oversight of all disclosures or failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

Section 2. Effect of Conflict Provisions. The failure of the Corporation, its Board of Directors, or any or all of its directors, officers, or employees to comply with the conflict of interest provisions of these Bylaws shall not invalidate, cancel, void, or make voidable any contract, relationship, action, transaction, debt, commitment, or obligation of the Corporation that otherwise is valid and enforceable under applicable law.

ARTICLE IX

Indemnification

Section 1. Indemnification by the Corporation. To the extent not inconsistent with applicable law, every person (and the heirs and personal representatives of such person) who is or was a director, officer, employee, or agent of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding (a) if such person is wholly successful with respect thereto or (b) if not wholly successful, then if such person is determined (as provided in Section 3 of this Article IX) to have acted in good faith, in what he or she reasonably believed to be the best interests of the Corporation (or, in any case not involving the person's official capacity with the Corporation, in what he or she reasonably believed to be not opposed to the best interests of the Corporation), and, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that his or her conduct was lawful (or no reasonable cause to believe that the conduct was unlawful). The termination of any claim, action, suit, or proceeding by judgment, settlement (whether with or without court approval), or conviction, or upon a plea of guilty or of *nolo contendere* or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this Article IX.

Section 2. Definitions.

(a) As used in this Article IX, the phrase "claim, action, suit, or proceeding" shall include any threatened, pending, or completed claim, civil, criminal, administrative, or

investigative action, suit, or proceeding and all appeals thereof (whether brought by or on behalf of the Corporation, any other corporation, or otherwise), whether formal or informal, in which a person (or his or her heirs or personal representatives) may become involved, as a party or otherwise:

(i) By reason of his or her being or having been a director, officer, employee, or agent of the Corporation or of any corporation where he or she served as such at the request of the Corporation, or

(ii) By reason of his or her acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust, or other organization or entity where he or she served as such at the request of the Corporation, or

(iii) By reason of any action taken or not taken by him or her in any such capacity, whether or not he or she continues in such capacity at the time such liability or expense shall have been incurred.

(b) As used in this Article IX, the terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by or on behalf of, a person.

(c) As used in this Article IX, the term "wholly successful" shall mean

(i) termination of any action, suit, or proceeding against the person in question without any finding of liability or guilt against him or her,

(ii) approval by a court, with knowledge of the indemnity provided in this Article IX, of a settlement of any action, suit, or proceeding, or

(iii) the expiration of a reasonable period of time after the making of any claim or threat of any action, suit, or proceeding without the institution of the same, without any payment or promise made to induce a settlement.

Section 3. Entitlement to Indemnification. Every person claiming indemnification under this Article IX (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification if (a) special independent legal counsel, which may be regular counsel of the Corporation or any other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the "referee"), shall deliver to the Corporation a written finding that such person has met the standards of conduct set forth in Section 1 of this Article IX and (b) the Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee and answer questions that the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he or she relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions, or

other evidence in any way relevant to the referee's findings that is within the possession or control of the Corporation.

Section 4. Relationship to Other Rights. The right of indemnification provided in this Article IX shall be in addition to any rights to which any person may otherwise be entitled.

Section 5. Extent of Indemnification. Irrespective of the provisions of this Article IX, the Board of Directors may, at any time and from time to time, approve indemnification of directors, officers, employees, agents, or other persons to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

Section 6. Advancement of Expenses. Expenses incurred with respect to any claim, action, suit, or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he or she is entitled to indemnification.

Section 7. Purchase of Insurance. The Board of Directors is authorized and empowered to purchase insurance covering the Corporation's liabilities and obligations under this Article IX and insurance protecting the Corporation's directors, officers, employees, agents, or other persons.

ARTICLE X

Contracts, Checks, Loans, Deposits, and Gifts

Section 1. Contracts. The Board of Directors may authorize one (1) or more officers, agents, or employees of the Corporation to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power to bind the Corporation or to render it liable for any purpose or amount.

Section 2. Checks. All checks, drafts, or other orders for payment of money by the Corporation shall be signed by such person or persons as the Board of Directors may from time to time designate by resolution. Such designation may be general or confined to specific instances.

Section 3. Loans. Unless authorized by the Board of Directors, no loan shall be made by or contracted for on behalf of the Corporation and no evidence of indebtedness shall be issued in its name. Such authorization may be general or confined to specific instances.

Section 4. Deposits. All funds of the Corporation shall be deposited to its credit in such bank, banks, or depositories as the Board of Directors may designate. Such designation may be general or confined to specific instances.

Section 5. Gifts. The Board of Directors may accept on behalf of the Corporation any gift, grant, bequest, devise, or other contribution for the purposes of the Corporation on such terms and conditions as the Board of Directors shall determine.

ARTICLE XI

Amendments

The power to make, alter, amend, or repeal the Bylaws is vested in the Board of Directors of the Corporation; provided, however, that any proposed substantive alteration, amendment, or repeal of these Bylaws and any amendment to the Articles of Incorporation of the Corporation must be approved in writing by the School's Sponsor prior to the Board of Directors of the Corporation taking any action thereon.

Certificate of Adoption

I, the duly elected _____ of the Corporation, hereby certify that these Bylaws were duly adopted by the Board of Directors of the Corporation this _____ day of _____, _____.

Printed Name

MEMBERSHIP

0141 Number

The members of the Board of Directors shall consist of the number established within the provisions of the Charter Contract.

0142 Appointment

0142.1 Term

Each Board member shall be appointed for a term, the length of which is set by the Charter Contract. A member may serve additional terms.

0142.2 Oath

Each Board member must swear or affirm and file the oath of public officers established at Art. XI § 1 of the Michigan Constitution of 1963 within the timelines established in the Charter Contract and applicable law.

0142.3 Vacancies

(See Provision of Charter Contract Bylaws.)

0142.31 Filling a Board Vacancy

(See Provision of the Charter Contract Bylaws.)

0142.4 Orientation

The preparation of each Board member for the performance of Board duties is essential to the effective functioning of the Board. The Board shall encourage each new Board member to understand the functions of the Board, acquire knowledge of matters related to the operation of the Academy, and learn Board procedures. Accordingly, in conjunction with the Authorizer and the Educational Service Provider, the Board shall give or make available copies of the following items to new Board members no later than their first regular meeting as Board members for their use and possession during their term on the Board:

- A. the Charter Contract;
- B. the Educational Service Provider contract, if applicable
- C. the Board Policies Manual;
- D. the current budget statement, audit report, and related fiscal materials;
- E. the student handbook;
- F. the Open Meetings Act;

ORGANIZATION

0151 Annual Organizational Meeting

Each year the Board of Directors shall conduct an organizational meeting to elect officers. The meeting shall be called to order by the ranking officer of the Board, who shall serve until the election of a President. (See Charter Contract Bylaws.)

0152 Officers

Pursuant to the Charter Contract Bylaws, the Board shall elect a President, a Vice-President, a Secretary, and a Treasurer. Election of officers shall be by a majority vote of the Directors at a meeting at which a quorum is present.

Except for those appointed to fill a vacancy, officers shall serve for one (1) year and until their respective successors are elected and qualified. An officer may be removed by the Board, if the Board decides the best interests of the Academy would be served thereby. The Board shall fill a vacancy in any office within 30 days of the occurrence of the vacancy.

0154 Annual Organizational Meeting Agenda (Motions)

At the annual organizational meeting, the Board shall use the following agenda:

- A. Call to order and roll call
- B. Business items: Election of Officers (President, Vice-President, Secretary, and Treasurer)
- C. Adoption of calendar of regularly scheduled Board meeting dates and times
- D. Adoption of resolution designating public places to post calendar and individual meeting notices of regularly scheduled and special meeting dates for the Board
- E. Adoption of a resolution designating the depository for Board funds
- F. Adoption of a resolution designating principal print media sources
- G. Adoption of a resolution designating Board members and personnel eligible to sign checks
- H. Adoption of resolution authorizing the Educational Service Provider and/or other personnel authorized to negotiate and implement contracts with service providers (vendors)
- I. Adoption of the school year calendar
- J. Appointment of Title IX, Freedom of Information, and Civil Rights Coordinators

- G. materials concerning the conduct of meetings (standard agenda, recording minutes, handling of a motion); and
- H. other materials, as deemed appropriate by the Board.

Each new Board member shall be invited to meet with the Board President and Educational Service Provider representative to discuss Board functions, policies, procedures, and provisions of the Charter Contract.

The Board shall encourage the attendance of each new Board member at orientation and training meetings.

0143 **Authority**
MCL 15.261 et seq.

Individual members of the Board do not possess the powers that reside in the Board of Directors. The Board speaks through approval of actions reflected in its minutes, not through its individual members. An act of the Board shall not be valid unless approved by majority vote of the Directors present at a meeting at which a quorum is present. (See Charter Contract Bylaws.)

No member of the Board shall be denied documents or information to which he/she is legally entitled and that are required in the performance of his/her duties as a Board member.

0143.1 **Public Expression of Board Members**

The Board President functions as the official spokesperson for the Board. Occasionally, however, individual Board members may make public statements on Academy matters to local media and to local and/or state officials.

Sometimes such statements imply, or the readers (listeners) infer, that the opinions expressed or statements made are the official positions of the Board. The misunderstandings that can result from these incidents can embarrass both the Board member and the Board. Therefore, when writing or speaking on Academy matters to the media, legislators, and other officials, Board members should make it clear that their views do not necessarily reflect the views of the Board or those of their colleagues on the Board.

This policy shall apply to all statements and/or writings by individual Board members that are not explicitly sanctioned by a majority of its members, except as follows:

- A. correspondence, such as legislative proposals, when the Board member has received official guidance from the Board on the matters discussed in the letter;
- B. routine "thank you" letters of the Board;

- C. statements by Board members on non-school matters (providing the statements do not identify the author as a member of the Board); or
- D. personal statements not intended for publication.

0144 Operations

0144.1 Compensation

Board members shall not receive annual compensation for service as a Board Member.

0144.11 Reimbursement of Expenses

Reference: MCL 380.1254; MCL 388.1764b

The Board shall pay or cause to be paid the actual and necessary expenses of its members in the discharge of official duties or in the performance of functions authorized by the Board. The expenditure shall be a public record and shall be made available to a person upon request.

The Board shall approve payment of an expense incurred by a Board member only if either (1) the Board, by a majority vote of its members at an open meeting, approved reimbursement of the specific expense before the expense was incurred, or (2) the expense is consistent with the following policy, and the Board approves the reimbursement before it is actually paid: The following categories of expenses shall be reimbursable:

- Mileage for Board-related activities and meetings, not to exceed the then-current rate established by the Internal Revenue Service;
- Expenses of attending a Board-approved conference, including fees, parking, mileage, meals and housing
- Expenses related to purchase of printed or other materials relating to Board membership; and
- Expenses of attending a community or Academy-related event, if the individual attends as the designated representative of the Board.

The following categories of expenses shall not be reimbursable:

- Expenses of attending a community or Academy-related event, if the individual attends as a private citizen;
- Entertainment expenses; and
- The purchase of alcoholic beverages.

A voucher detailing the amount and nature of each expense must be submitted to the Academy Board for approval at a Board meeting, prior to reimbursement.

0144.2 **Board Member Ethics**

Reference: Board of Directors, National School Boards Association

Members of the Board of Directors will strive to improve public education. To that end, Board members will do the following:

- A. attend all regularly scheduled and special Board meetings, insofar as possible, and stay informed concerning the issues to be considered at those meetings;
- B. endeavor to make policy decisions only after full discussion at publicly held Board meetings;
- C. render all decisions based on the available facts and independent judgment, refusing to surrender that judgment to individuals or special interest groups;
- D. encourage the free expression of opinion by all Board members and seek systematic communications among the Board and students, staff, and all elements of the community;
- E. work with the other Board members to establish effective Board policies and delegate authority for the administration of the Academy;
- F. communicate to other Board members and the Educational Service Provider expressions of public reaction to Board policies and Academy programs;
- G. inform themselves concerning current educational issues through individual study and participation in programs, which provide relevant information;
- H. support the employment of persons best qualified to serve as staff, and insist on regular and impartial evaluations of all staff;
- I. avoid conflict of interest and refrain from using their Board positions for personal or partisan gain;
- J. take no private action that may compromise the Board or administration and respect the confidentiality of information that is privileged under applicable law;
- K. remember that their first and greatest concern must be for the educational welfare of the students attending the Academy;
- L. observe all applicable statutory limitations and duties regarding conflicts of interest.

0144.3 Conflict of Interest

MCL 15.323; 380.1203, 450.2545a

Board members shall perform their official duties free from any conflict of interest. To this end, no Board member shall use his/her position as a Board member to benefit either himself/herself or any other individual or agency, apart from the total interest of the Academy.

When a member of the Board suspects the possibility of a personal interest conflict, he/she should disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board) and thereafter abstain from any participation in both the discussion of the matter and the vote thereon.

If a Board member's financial interest pertains to a proposed contract with the Academy, the following requirements must be met:

- A. The Board member shall disclose the financial interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct financial interest amounts to \$250 or more, or five percent (5%) or more of the contract cost to the Academy, the Board member shall make the disclosure in one of two (2) ways:
 1. In writing, to the Board President (or, if the member is the Board President, to the Board Secretary) at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings. (See Board Operating Policy 0165.)
 2. By verbal announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The Board member must use this method of disclosure if his/her financial interest amounts to \$5,000 or more.
- B. Any contract in which there is a conflict of interest, as defined by this Policy and the related statute (MCL 15.321 et seq.), must be approved by a vote of not less than two-thirds (2/3) of the full Board (excluding the vote of any Board member with a financial interest).

However, if a majority of the members of the Board are required to abstain from voting on a contract or other financial transaction due to a financial interest, then for the purposes of that contract or other financial transaction, the members who are not required to abstain constitute a quorum of the board and only a majority of those members

eligible to vote is required for approval of the contract or financial transaction.

- C. A member of the Board is presumed to have a conflict of interest if the member or his/her family member has a financial interest, or a competing financial interest, in the contract or other financial transaction or is an employee of or at the Academy. Having a child in the Academy does not alone constitute a conflict of interest or financial interest in a contract or other financial transaction of the Academy.

"Family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption or marriage.

A Board member is not considered to have a financial interest in any of the following instances:

1. A contract or other financial transaction between the Academy and any of the following:
 - a. A corporation in which the individual is a stockholder owning 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owning stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
 - b. A corporation in which a trust, if the individual is a beneficiary under the trust, owns 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owns stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
 - c. A professional limited liability company organized pursuant to the Michigan limited liability company act, if the individual is an employee but not a member of the company.
2. A contract or other financial transaction between the Academy and any of the following:
 - a. A corporation in which the individual is not a director, officer, or employee.
 - b. A firm, partnership, or other unincorporated association, in which the individual is not a partner, member, or employee.

- c. A corporation or firm that has an indebtedness owed to the individual.
 3. A contract awarded to the lowest qualified bidder, upon receipt of sealed bids pursuant to a published notice for bids if the notice does not bar, except as authorized by law, any qualified person, firm, corporation, or trust from bidding. This does not apply to any amendments or renegotiations of a contract or to additional payments under the contract that were not authorized by the contract at the time of award.
- D. The official minutes of the Board must disclose the name of each party involved in the contract, the nature of the financial interest, and the terms of the contract, including the duration; financial consideration between the parties; facilities or services of the Academy included in the contract; and the nature and degree of assignment of school staff needed to fulfill the contract.
- E. A Board member with a conflict of interest in a contract may not participate in the discussion of nor vote on the contract.

Board members shall not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds, except that a Board member may accept an unsolicited gift of nominal value.
- F. A Board member may serve as a volunteer coach or supervisor of a student extra-curricular activity if ALL of the following conditions are present:
 1. The Board member receives no compensation as a volunteer coach or supervisor;
 2. The Board member abstains from voting on issues before the Board concerning the program in which he is involved during the period of time s/he serves as a volunteer coach or supervisor; and
 3. The appointing authority has received the results of a criminal history check and criminal records check from the Michigan State Police and the Federal Bureau of Investigation for the Board member.

0144.4 Indemnification
MCL 691.1408, 450.2561 – 2569

The Board may hold Directors and Officers harmless and may indemnify, pay, settle, or compromise a judgment against a Board member to the extent allowed under the law. The Board may also purchase Errors and Omissions insurance coverage for the Board of Directors.

0145 **Discriminatory Harassment**
MCL 37.1101 et seq., 37.2101 et seq.

The intent of the Board of Directors is to provide an environment that fosters the respect and dignity of each person. To this end, the Board is committed to the maintenance of an environment free of harassment and intimidation.

Harassment of students, persons providing services to the Academy, and employees on the basis of their race, color, national origin, sex, disability, age, religion, or any other legally protected characteristic in its educational programs or activities is prohibited and will not be tolerated. See Policy 5517.

Adopted 9/2/14
Revised 4/13/16; 11/17/16

Attachment 14



W-A-Y™

Widening Advancements for Youth

Exhibit E

Statement of Assurances

The charter school agrees to comply with all of the following provisions: *(Read and check)*

- 1. A resolution or motion has been adopted by the charter school applicant's governing body that authorizes the submission of this application, including all understanding and assurances contained herein, directing and authorizing the applicant's designated representative to act in connection with the application and to provide such additional information as required.
- 2. Recipients operate (or will operate if not yet open) a charter school in compliance with all federal and state laws, including Indiana Charter Schools Law as described in all relevant sections of IC § 20-24.
- 3. Recipients will, for the life of the charter, participate in all data reporting and evaluation activities as required by the ICSB and the Indiana Department of Education. See in particular IC § 20-20-8-3 and relevant sections of IC § 20-24.
- 4. Recipients will comply with all relevant federal laws including, but not limited to, the *Age Discrimination in Employment Act* of 1975, Title VI of the *Civil Rights Act* of 1964, Title IX of the *Education Amendments* of 1972, section 504 of the *Rehabilitation Act* of 1973, Part B of the *Individuals with Disabilities Education Act*, and section 427 of the *General Education Provision Act*.
- 5. Recipients will comply with all provisions of the Non regulatory Guidance—Public Charter Schools Program of the U.S. Department of Education, which includes the use of a lottery for enrollment if the charter school is oversubscribed, as well as with applicable Indiana law. See also relevant sections of IC § 20-24.
- 6. Recipients shall ensure that a student's records, and, if applicable, a student's individualized education program as defined at 20 U.S.C. § 1401(14) of the *Individuals with Disabilities Education Act*, will follow the student, in accordance with applicable federal and state law.
- 7. Recipients will comply with all provisions of the *Elementary and Secondary Education Act* of 1965, as amended by the *Every Student Succeeds Act* of 2015 ("ESSA"), including but not limited to, provisions on school prayer, the *Boy Scouts of America Equal Access Act*, the *Armed Forces Recruiter Access to Students and Student Recruiting Information*, the *Unsafe School Choice Option*, the *Family Educational Rights and Privacy Act* ("FERPA") and assessments.
- 8. Recipients will operate with the organizer serving in the capacity of fiscal agent for the charter school and in compliance with generally accepted accounting principles.
- 9. Recipients will at all times maintain all necessary and appropriate insurance coverage.
- 10. Recipients will indemnify and hold harmless the ICSB, the State of Indiana, all school corporations providing funds to the charter school (if applicable), and their officers, directors, agents and employees,

and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the charter school or its operation.

11. Recipients understand that the ICSB may revoke the charter if the ICSB deems that the recipient is not fulfilling the academic goals, fiscal management, or legal and operational responsibilities outlined in the charter.

Signature from Authorized Representative of the Charter School Applicant

I, the undersigned, am an authorized representative of the charter school applicant and do hereby certify that the information submitted in this application is accurate and true to the best of my knowledge and belief. In addition, I do hereby certify to the assurances contained above.

PRINT NAME & TITLE

Jennifer A. Hernandez, Superintendent

DATE

8/30/18

SIGN NAME

Jennifer A. Hernandez

Attachment 15

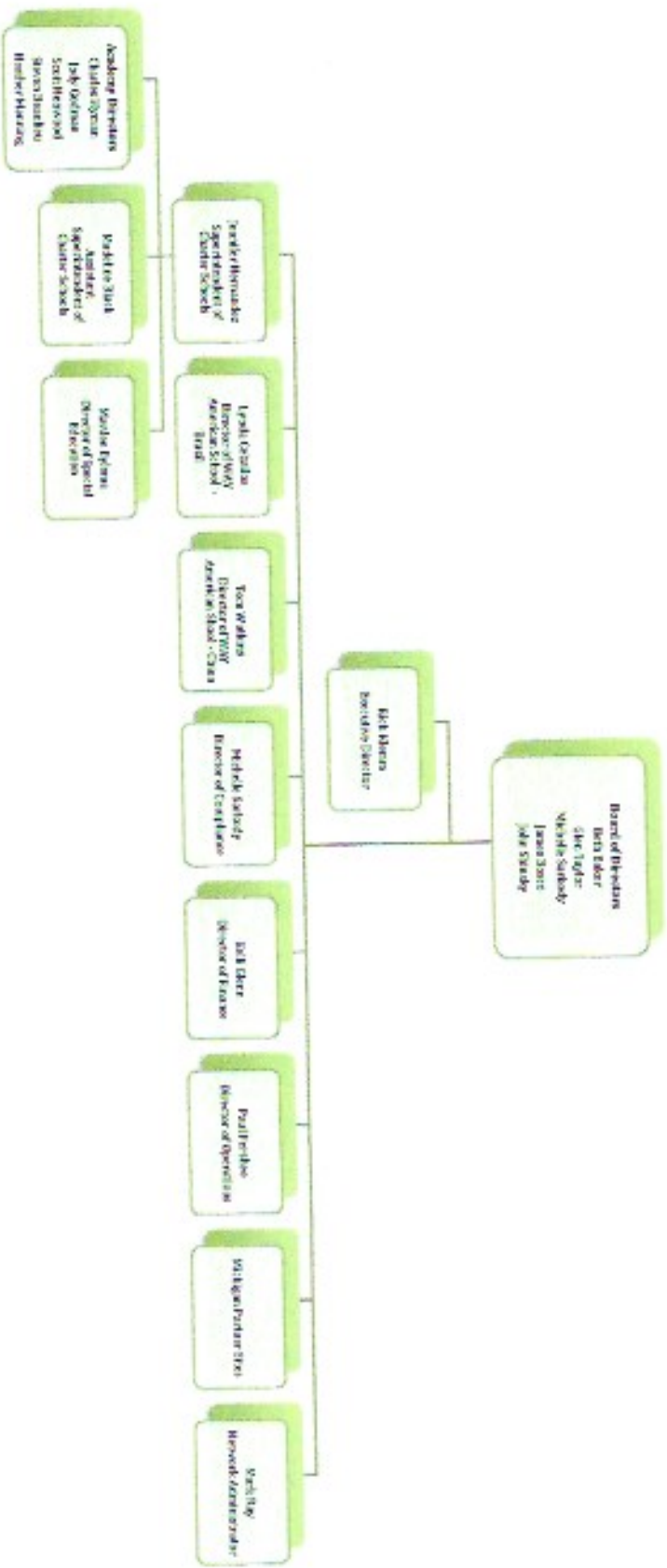


W-A-Y™

Widening Advancements for Youth

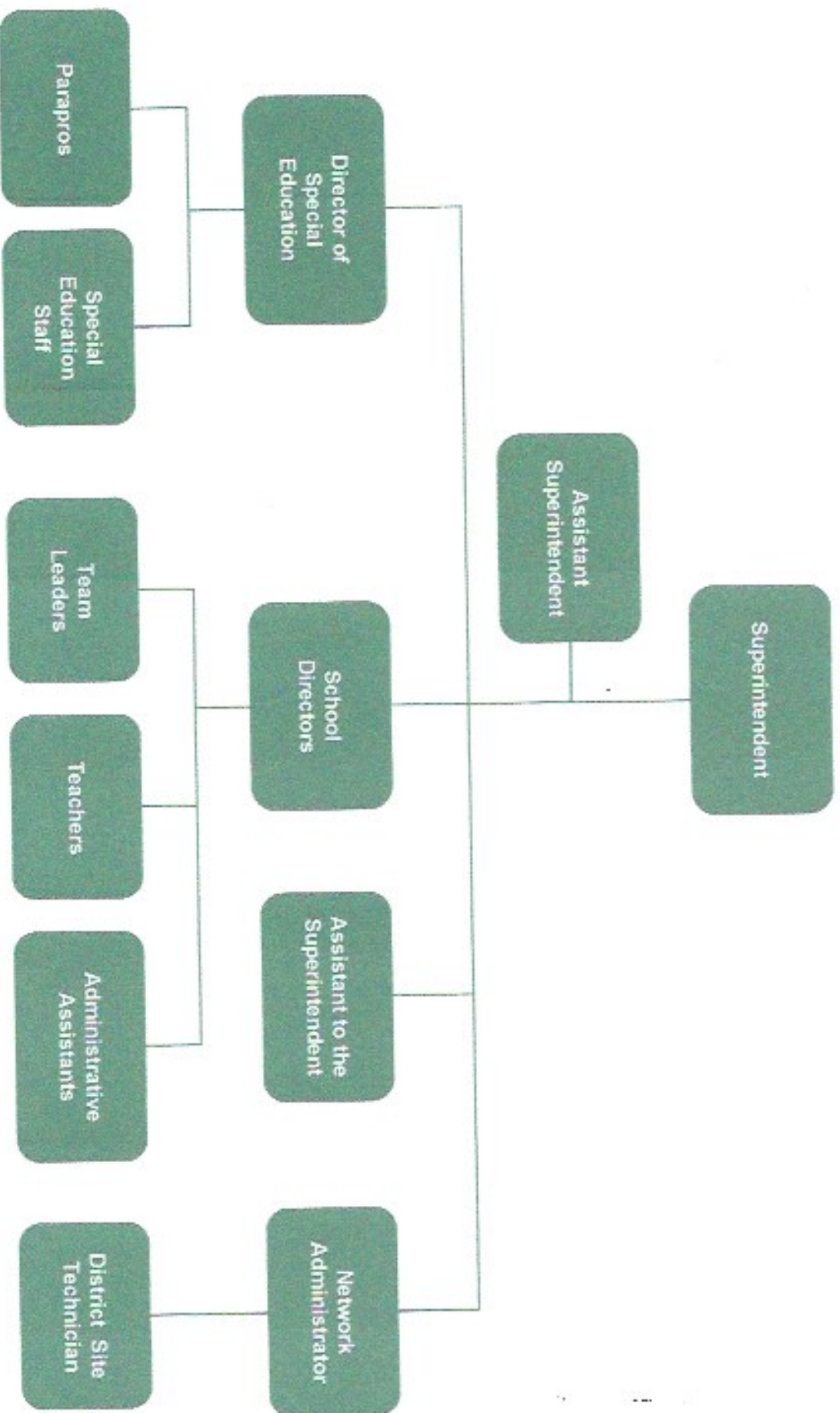


Corporation Organizational Chart





School Organizational Chart





Organizational Chart for Lab



Attachment 16



WAY Academy-Muncie Start-Up Plan

I. Governance and Management

Month	Action Item	Task	Evidence	Person Responsible	Date Completed
Aug	Designate a Project Manager			Jennifer Hernandez	
Aug	WAY Program has been determined to be tax-exempt by the IRS		Copy of IRS Determination Letter (not needed if provided with Charter Application).	Kelli Glenn	
Sep Oct	Seek applications for Board of Directors	Work with community members and stakeholders to identify a minimum of 5 potential board members	Completed conflict of interest	Scott Henwood	
Sep- On-going	Seek community partnership	<p>Work with community members to learn more about the community and its' needs</p> <p>Hold town hall meetings for community partners to network</p> <p>Hold Community Partner meetings throughout year one to discuss important topics identified by the group. How can the school serve the community</p>	<p>Informal and formal partnership agreements</p> <p>Agenda, sign in sheets and meeting minutes</p>	Scott Henwood	
Early Sept.	Expanded background and child protection index checks for all Board Members	<p>Review and select background providers for the state of Indiana</p> <p>Contact Indiana State Police for National Criminal History background check.</p> <p>Check FBI.gov for Sex Offender Registries for all 50 states</p> <p>Work with Indiana DHS to complete Expanded Child Protection Index Checks</p> <p>Board Members complete required paperwork for background check</p> <p>Add candidates who are cleared to Board</p> <p>Develop policy for bringing on new board members</p>	Signed assurance that the organizer has completed the required expanded background and child protection index checks for Board members, members of any subcommittee to which the organizer has delegated some authority regarding the charter school, and school leadership.	Michelle Sarkody	14 days prior to board meeting
Oct	Board of Directors are actively governing the school.	<p>Identify a location for meetings. Create a board meeting calendar schedule monthly board meetings and create agenda.</p> <p>Post board meetings at the site and on the website</p>	Meeting minutes from the most recent two school Board meetings.	<p>Board President</p> <p>Kyle Karriker</p>	
Sept Oct	Review start up plan with WAY team and Board	Distribute start up plan and ICSB start up manual	Sign in sheet and minutes	Jennifer Hernandez	

		Assign team members to action items			
Nov	Names of Board of Directors have been listed on the school website	Develop school website with Final Site	A link to school's webpage listing Board members.	Brett Emil	
		Add Board Names and all pertinent school information.		Kyle Karriker	
Nov	Submit Project Manager's Contact Information to ICSB		Email	Jennifer Hernandez	
Dec	Board Meeting	Post agenda on website. Board President creates agenda with project manager's support	Agenda and meeting minutes	Board President Jennifer Hernandez	
Jan.	Leadership roles in the school have been filed	Post for School Director position on IDOE website, K12jobspot and school website.	Updated organizational chart with names of individuals occupying key leadership roles, with a detailed description of the roles and responsibilities for each	Scott Henwood	
		Screen applicants and proceed with interviews according to our Hiring Protocol		Jennifer Hernandez	
Jan	Monthly call with ICSB to update on progress and checklist	ICSB to hold meeting with Board Rep, ESP, Project Manager and School Leader	Start Up Plan Pre-Opening Checklist	Jennifer Hernandez	
		Prepare a list of tasks in progress, tasks completed and next steps to report to ICSB	Meeting agenda, sign in sheet, meeting minutes and monthly call schedule.		
Jan	Board Meeting	Post agenda on website. Board President creates agenda	Agenda and meeting minutes	Board President Jennifer Hernandez	
Feb.	Management contract with ESP has been executed	Board hires an independent attorney	Draft management contract must be submitted to the ICSB Executive Director for approval. • Once contract has been approved, a copy of executed management contract.	Board and Board Attorney	
		Board attorney negotiates ESP Agreement		ESP Attorney Leamon Sowell	
		ICSB to review proposed ESP (10 day process). Board to address an revisions needed with their attorney and WAY Program's attorney.			
		Board discusses and approves the ESP Agreement at board meeting		Board President	
Feb	Monthly call with ICSB to update on progress and checklist	Prepare a list of tasks in progress, tasks completed and next steps to report to ICSB	Start Up Plan Pre-Opening Checklist	Jennifer Hernandez	
Feb	Board Meeting	Post agenda on website. Board President	Agenda and meeting minutes	Board President	
Mar	Monthly call with ICSB to update on progress and checklist	Prepare a list of tasks in progress, tasks completed and next steps to report to ICSB	Start Up Plan Pre-Opening Checklist	Jennifer Hernandez	
Mar	Board Meeting	Post agenda on website. Board President creates agenda	Agenda and meeting minutes	Board Presiden	

Apr	Monthly call with ICSB to update on progress and checklist	Prepare a list of tasks in progress, tasks completed and next steps to report to ICSB	Start Up Plan Pre-Opening Checklist	Jennifer Hernandez	
Apr	Board Meeting	Post agenda on website. Board President creates agenda	Agenda and meeting minutes	Board President	
May	Monthly call with ICSB to update on progress and checklist	Prepare a list of tasks in progress, tasks completed and next steps to report to ICSB	Start Up Plan Pre-Opening Checklist	Jennifer Hernandez	
May	Board Meeting	Post agenda on website. Board President creates agenda	Agenda and meeting minutes	Board President	
Jun	Monthly call with ICSB to update on progress and checklist	Prepare a list of tasks in progress, tasks completed and next steps to report to ICSB	Start Up Plan Pre-Opening Checklist	Jennifer Hernandez	
Jun	Board Meeting	Post agenda on website. Board President creates agenda	Agenda and meeting minutes	Board President	
Jul	Physical school visit 15 days prior to opening	Prepare to address any outstanding items or concerns	Start Up Plan Pre-Opening Checklist	Jennifer Hernandez	
	Board Meeting	Post agenda on website. Board President creates agenda	Agenda and meeting minutes	Board President	
Aug	Board Meeting	Post agenda on website. Board President creates agenda	Agenda and meeting minutes	Board President	

II. Staffing

Month	Action Item	Task	Evidence	Person Responsible	Date Completed
Nov	Employee Handbook	Update to reflect Indiana Law and practices	Completed Handbook Complaint/Dispute Policy Policy for conducting criminal background checks consistent with Indiana Law	WAY Program Attorney	
Feb	Create filing system for personnel files	Identify secure location for storing confidential files	Application, signed contract, copy of certificate, evidence of reference check, and hiring process checklist	Michelle Sarkody	
Apr.	Staff hired in accordance with application staffing plan.	Post for School Director and all staffing positions on IDOE website, K12jobspot and school website.	Updated staffing plan or teacher roster with names of specific individuals occupying instructional positions, including licensing information for each individual.	Scott Henwood	
		Update roles and responsibilities to reflect Indian specific items needed			
		Revise Hiring Protocol to reflect Indiana Law	Job postings	Jennifer Hernandez	
		Screen applicants and proceed with interviews according to Hiring Protocol (references and license	Hiring Protocol Copies of staff certifications, resumes and applications		

		lookup)	Signed assurance that the organizer has completed the required expanded background and child protection index checks for all staff members	Brett Emil	
		Complete expanded background checks			
		Contact Indiana State Police for National Criminal History background check.			
		Check FBI.gov for Sex Offender Registries for all 50 states			
		Work with Indiana DHS to complete Expanded Child Protection Index Checks			
		Candidates complete required paperwork for background check			
		Send offer letters to qualified candidates			
		Update organization charts			
	HR onboarding of new staff	Sign contract, health insurance forms, payroll forms, etc...		Michelle Sarkody and Kelli Glenn	
	Staff 3 day training and roles and responsibilities	Schedule 3 day training with all staff		Brett Emil and Kya Brown	
		Set up and assign technology, provide, set up HERO access and provide login information			
Mar	Contact Office of Special Education	Investigate Indiana Law and state compliance to ensure appropriate practices are in place		Marilee Bylsma	
Apr	Contact special education services providers	Investigate services and costs of each, preform a cost analysis and review standard contracts of each with WAY Team	Proposals from each provider Cost analysis	Marilee Bylsma	
May Jun	Contract with a special education provider	Identify services needed based on current enrollment	Special education/ELL services copy of the signed contract(s). Signed contracts with position descriptions	Marilee Bylsma and Jennifer Hernandez	
		Send executed contract to ISCB			
May Jun	Special education and/or ELL personnel have been hired or contracted out.	Post for special education positions based on enrollment needs on IDOE website, K12jobspot and school website.	Updated staffing plan or teacher roster with names of specific individuals occupying instructional positions, including licensing information for each individual. Job postings Hiring Protocol Copies of staff certifications, resumes and applications Signed assurance that the	Marilee Bylsma	
		Update roles and responsibilities to reflect Indian specific items needed			
		Screen applicants and proceed with interviews according to Hiring Protocol (references and license lookup)			
		Complete expanded background checks			

		<p>Contact Indiana State Police for National Criminal History background check.</p> <p>Check FBI.gov for Sex Offender Registries for all 50 states</p> <p>Work with Indiana DHS to complete Expanded Child Protection Index Checks</p> <p>Candidates complete required paperwork for background check</p> <p>Send offer letters to qualified candidates</p> <p>Update organization charts</p>	<p>organizer has completed the required expanded background and child protection index checks for all staff members</p> <p>Offer letters</p> <p>Organization Chart</p>		
<p>Jun Jul</p>	<p>All staff Orientation</p>	<p>Employment policies (including the dispute/complaint resolution process) have been established and made available to staff.</p> <p>Employee Handbook and Parent/Student Handbook, Crisis Management Plan, School safety plan distribution to staff.</p> <p>Orientation has been held to familiarize staff with mission and program of school and to clarify their roles and responsibilities.</p> <p>Each employee has a job description which he or she has read and agreed to and signed contract on file for each teacher</p> <p>Review board policies for technology use and internet access in the learning lab</p> <p>School calendar and schedules, hours of operation, instructional hours and general practices and processes in the building</p>	<p>Documentation that orientation has been held for staff (agendas, sign-in sheets, etc.).</p> <p>Signed acknowledgement of Handbooks</p>	<p>Jennifer Hernandez</p>	
<p>Jul On-going</p>	<p>Expanded background and child protection index checks for volunteers (including parents) who are likely to have direct, ongoing contact with children within the scope of the individuals' employment/duties</p>		<p>Signed assurance that the organizer has completed the required expanded background and child protection index checks for all staff members and volunteers.</p>	<p>Michelle Sarkody</p>	

III. Curriculum and Instruction

Month	Action Item	Task	Evidence	Person Responsible	Date Completed
Jun On-going	Technology	Implement technology plan	Invoice	Mark Ray	
		Order equipment			
		Image and prepare distribution to staff			
		Prepare distribution to students			
Jun Aug	Instructional materials and supplies have been distributed to classrooms at every grade level.	School Leader and staff create a list of instructional materials and office supplies needed	Instructional materials and supplies are evident at time of pre-opening site visit, or evidence that they will be in school in time for opening	Kelli/Glenn Thea Daniels	
Jul	School calendar and class schedules have been made available to every student and family.		Evidence of distribution to family and students.	Scott Henwood	
Jul	Student records are available to teachers for planning.	Identify a secure location for the storage of confidential files	A student roster and student records are on file and accessible to teachers for planning.	Michelle Sarkody	
		Develop written process for staff accessing student records			

IV. Students, Parents and Community Partners

Month	Action Item	Task	Evidence	Person Responsible	Date Completed
Nov	Parent/Student Handbook	Update to reflect Indiana Law and practices	Completed Handbook Complaint/Dispute Policy	Rich Klemm	
Oct	Student admissions (including lottery procedures), enrollment, and intake procedures have been identified, including transfer of student records, and the procedures used to identify students with disabilities	Review Indiana Law 20-24--5-1 and revise policies as needed for compliance	Admissions/Enrollment Policy (if different from Policy submitted with Charter Application).	Kelli Glenn Jennifer Hernandez	
Mar	Establish enrollment process for parents and students	Set up online enrolment system with Schoolmint	Link to Schoolmint Paper copy of enrollment forms	Brett Emil and Kyle Karriker	
		Set up enrollment kiosk at the learning lab with computers and scanner			
		Prepare paper enrollment packets for those that prefer this option for enrollment			
At time enrolled	Families and students have been, or will be, provided with relevant		Student and Family Handbook, which includes, at a minimum: 1) the school's discipline policy;	Scott Henwood	

	information about the school.		2) notice of parental rights under the Family Educational Rights and Privacy Act ("FERPA"); 3) school health record procedures; 4) dispute/complaint resolution process; and 5) the right of individuals to attend Board meetings.		
Nov Dec	Procedures are in place for creating, storing, securing and using student academic, attendance, discipline, and test records	Investigate Archives and Records Administration for compliance standards. Education and train personnel on these procedures Be able to use the STN Application Center secure system for transferring data files and approved IDOE format	Evidence that a suitable electronic data system is in place (e.g., PowerSchool). • Evidence of locked and/or secured electronic storage	Darrell Wannamaker	
Mar	Student health records are separate from academic records and are in locked storage in the office of the school nurse or other appropriate location.	Create process and practices for school	Evidence of separation in locked and/or secured electronic storage.	Michelle Sarkody	
Feb- On- going	McKinney-Vento and IDEA Assistance	Explore DHS and community partners to provide support for transportation Secure transportation before the start of school Identify other needs of students and their families Explore community resources in order to connect families	Agreements	Kyle Karriker	

V. Operations

Month	Action Item	Task	Evidence	Person Responsible	Date Completed
Mar	Arrangements have been made for food service.	Contact the Office of School and Community Nutrition to obtain a list of USDA Child Nutrition Provides Attend mandatory training and complete necessary paperwork Be familiar with the state rules and regulations of Child Nutrition for compliance and reimbursements Review providers and visits schools for each potential provider Review potential contracts	Food or vendor services contract compliant with IDOE vendor selection and contracting requirements. Appropriate state and local health department inspections and licenses. Food service contract	Paul Fershee and Kyle Karriker	

		from providers and complete analysis			
		Present to WAY Team			
Jun-Jul	Appropriate provisions have been made for transportation in compliance with federal law, including homeless students and students whose IEP requires transportation as a related service.	Investigate public transportation	Transportation Plan. • Agreement with provider of supplemental transportation services.	Paul Fershee	
		Secure bus tickets according to transportation plan			
		Identify potential transportation providers for field trips			
		Contact IDOE for filed trip regulations			
		Analyze crosswalk, speed zone signs and monitor speed zones to ensure safety of students. Address and resolve all concerns prior to opening school			
		Develop a student drop off and pick up and traffic flow plan so the school			
Apr	Written plans for safety procedures, including fire drills and emergency evacuation, consistent with Indiana's Health and Safety Standards (IC 20-34).	Investigate compliance standards with Indiana law 20-34	Specific, detailed plan for preparing and responding to emergencies are posted in the school at the time of the pre-opening site visit. • Evidence that the Department of Public Works has been contacted and a request has been made for the installation of school zone/speed limit signs.	Paul Fershee	
		Address students with disabilities and what is required for evacuation and drills using IDOE's School Building Physical Security and Safety webpage.			
		Create compliant procedures and train leadership and staff			
		Participate in the Indiana School Safety Specialist Academy for training			
		Investigate resources at IDOE's School Building Physical Security and Safety webpage. Implement as appropriate by create process and procedures. Train staff on these.			
		Share with WAY Team			
Nov	Provisions have been made for required health services and screenings, including immunization records.	Investigate providers for school nurses; including partnering with Muncie Community Schools and other local charters.	Evidence that health services are available (e.g., school nurse on staff or contract, contract with health care clinic). • Medication administration policy. • Written plan for providing required health services (e.g., student hearing and vision). • Immunization records or proper exemption forms.	Scott Henwood Michelle Sarkody	
		Share potential cooperative agreements with the WAY Team			
		Investigate resources for school nurses at IDOE's school nurse resource page			
		Be familiar with medication			

		administration and possession, health care for students with diabetes and general health care and safety for students			
		Investigate IDOE's health webpage			
		Designate a person to monitor immunization and Medicaid compliance and reporting systems			
Nov	Individual(s) have been assigned, and a system is in place for gathering and reporting information required by IDOE and other state agencies.	Initiate process with IDOE Charter School Specialist and the Director of the Office of School Finance for a charter school corporation ID and school ID	Written assurance that updated school administration contact information has been provided to the IDOE Charter School Specialist and Director of the Office of School Finance for IDOE for communications related to: PSCP grant reporting, per-pupil funding, state financial reporting (i.e., Form 9). • Written assurance that updated school administration contact information has been provided to IDOE for all other state reporting requirements to include Corporation Test Coordinator (CTC) for the Office of Student Assessment. • Written assurance that updated school administration contact information has been provided to and individual trained on other state agency reporting to include CHIRP and Medicaid Reimbursement.	Michelle Sarkody	
		Identify a Corporation Test Coordinator at the school.			
		Identify a secure location at the school to store testing materials.			
		Register for the list serv for testing updates			
		Investigate testing policies and practices with IDOE.			
		Assign a person to monitor the Learning Connection with IDOE and report back data at school meetings. This person will register for training and webinars as offered by IDOE			

VI. Finance

Month	Action Item	Task	Evidence	Person Responsible	Date Completed
Sep	School has established fiscal management and oversight policies and an accounting system with internal controls.	Identify and retain independent CPA with a firm licensed in Indiana	By July 1st, Initial Statement as adopted by the Board as well as evidence that the school has contracted with a Certified Public Accounting firm or Accountant to complete an Independent Accountants' Report, per Section 6.4 of the Charter Agreement. • Independent Accountants' Report no later than forty-five (45) days of engagement of CPA. • Evidence of employment	Kelli Glenn	
		Prepare financial statement according to accounting principles and charter requirements			
		Set up accounting for contributions and grants			
		Ensure procedures for creation and review of quarterly and annual financial statements			
		Ensure financial and internal			

		controls and procedures based on Indiana Law	of or contract with accountant, bookkeeper or other person to handle such duties.		
		Ensure safeguarding and assets including cash and equipment are in accordance with Indiana Law			
		Ensure purchasing process results in acquisition of necessary goods and services at the best price			
		Ensure appropriate code of ethics, budget development, administration and cash management and investments			
Sep	A payroll system has been established.	Payroll procedures	Contract with payroll company or evidence of employment of or contract with persons to handle payroll; and copy of deduction policy.	Kelli Glenn Thea Daniels	

VII. Facilities

Month	Action Item	Task	Evidence	Person Responsible	Date Completed
Nov Dec	School location identified and facility secured and/or in development.		Copy of lease or deed with the physical address of the facility clearly indicated.	Paul Fershee	
Nov Dec	Evidence of insurance coverage.	Review requirements for Indiana compliance with state law	Certificates of Insurance for all required insurance coverage from an insurance company that is licensed to do business in Indiana or in another state, if applicable, and is rated an A or better by A.M. BEST rating service.	Paul Fershee	
Nov Apr	Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled. Space is accessible to all students (including handicapped students), clean, and well-lit. If building is not required to be handicap accessible, procedures for reasonable accommodation of such persons are in place.	<p>Check with zoning, land use and building use permits with the local municipality and county</p> <p>Investigate the Indiana Building Plan Review Process page.</p> <p>Submit the building plan for review by DHS. Continue process for a State Construction Design Release for renovations</p> <p>Investigate Rule 410 IAC 6-5.1 for Sanitary Schoolhouse Rule with Indiana Department of Health (ISDH)</p>	Written procedures for accommodation of handicapped persons in compliance with ADA. • Certification (or re-certification of an existing structure) from an engineer or architect that the building complies as an E occupancy under the rules of the Fire Prevention and Building Safety commission. • Inspection at time of Pre-Opening Site Visit.	Paul Fershee Jennifer Hernandez	
Dec Apr	A certificate of occupancy (or statement of substantial completion) is on file, as		Certificate of occupancy or statement of substantial completion. • Zoning, land use,	Paul Fershee	

	well as any other appropriate certificates of inspection, or permits.		and building use permits and/or certification. • State construction design release (if applicable). • Documentation from Indiana Department of Homeland Security. • Documentation from the county or relevant local Health Department. • Documentation from the State Fire Marshall or local Building Inspector. • If applicable, documentation from the local Fire Department.		
May	Systems are in place for student drop-off and pick-up		Plan detailing times and locations for student drop-off and pick-up before school, during, and after school.	Paul Fershee	
Dec Apr	Space is safe and secure; entrance and egress from the school's space is adequately controlled.		Inspection at time of Pre-Opening Site Visit to ensure safety and evacuation plans in each classroom and school signage are posted.	Paul Fershee	
Apr Jun	Fixtures will be identified and purchased	Use architect plan and occupancy to determine space and quantity of fixtures	Invoices	Paul Fershee	

This is a live document and items will be added as the need arises. This plan is also a high level plan; focused on the most critical items and does not constitute an exhaustive list of what is needed to start a charter school.

Attachment 17



W·A·Y™

Widening Advancements for Youth

WAY ACADEMY-MUNCIE INSURANCE PLAN

The WAY ACADEMY-Muncie insurance program is expected to follow closely the WAY Academy-Flint insurance coverage. The cost of that coverage is \$11092.00. The projected facilities, student count and teacher count are very similar. The policy will provide all required educational coverage including MUSIC requirements plus Cyber and privacy protection for all files. WAY Academy-Muncie will be a named insured under ESP insurance policies.

**SCHOOL APPLICATION – LINEBACKER PUBLIC OFFICIALS AND
EMPLOYMENT PRACTICES LIABILITY**

Date 7.16.18

Producer		Name and Mailing Address: <u>WAV Academy - Flint</u> <u>817 East Kearsley Street</u> <u>Flint, MI 48503</u>		
Code	Subcode	Effective Date	Expiration Date	Policy/Account Number:

APPLICANT INFORMATION

- The School District has continuously been in existence since: 9 2013
Month Year
- Total current budget — \$ 1,884,831
 - Total accumulated deficit — \$ -0- or surplus — \$ 14,448
 - Explain any budget deficits/surplus and steps taken to eliminate deficit.
Anticipated Revenue over Expenditures for 18-19 = 19,759
 - Current student enrollment: 112
Expected enrollment for next three years: 180 / 210 / 240
 - Number of Board Members: 5 Total Number of Employees: 11
 - List any subsidiary or ancillary boards or committees and describe relationship with applicant, i.e., funding, degree of autonomy, etc., from applicant.
None

YES NO

- Optional coverages/restrictions on Linebacker Policy:
Board Members and Organization Only as Insureds
Loss of Salary and Fringe Benefits (subject to availability)
Professional Liability

OPERATIONS

YES NO

- Does the School District have a written administrative procedure to assure compliance with the federal law pertaining to student records – right of privacy?
- Is the School District involved in any disputes regarding integration, segregation or school busing? If yes, explain.
- Has any School been closed or School Activities disrupted during the past three (3) years due to Student or Teacher strikes or actions?
- Does the School District have special education programs and/or facilities for the developmentally, mentally, emotionally or physically disabled? If "No", describe where and/or who manages these programs/facilities.
- Do you have written policies and procedures for the following as they pertain to Students?
 - Suspension?
 - Expulsion?
 - Corporal Punishment?
 - Possession of Weapons?
 - Drug Testing and Searches?
 - Sexual Misconduct?
 - Bullying?

OPERATIONS (Cont'd)

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Has the School District established written guidelines for reporting and investigating allegations of harassment (including sexual harassment) brought by students? |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Has the School District developed written guidelines for reporting instances of suspected child abuse to proper authorities? |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Does the School District plan to merge with another school within the next three years? If yes, explain. |
| <hr/> | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Has any School District bond proposal been defeated by voters within the past three years?
If yes, was or will a modified proposal be submitted? |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Does the School District do any data processing or computer software development for others? |

EMPLOYMENT PRACTICES AND PROCEDURES

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Do you have a human resources coordinator or someone responsible for employment matters?
If no, who is responsible for employment matters? _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Do you have a written employment manual including all personnel policies and procedures?
Is it distributed to all employees? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Does the employee manual include a reservation of rights to change/modify/terminate policies? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Does the manual ask the employee to sign a receipt acknowledging they have received and understand the manual? |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Is the manual reviewed by counsel experienced and qualified in employment law? |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Do you have a written policy with respect to sexual and non-sexual harassment? |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Do you have a formal written procedure for employee disputes/complaints? |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Do you have a written progressive disciplinary procedure? |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Have any complaints been filed with the EEOC within the last 3 years? If yes, explain. |
| <hr/> | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Has any employee, former employee, or job applicant made claim against the School District for this insurance or any of its officials or employees within the past three years alleging unfair or improper treatment in connection with any job? If yes, explain. |
| <hr/> | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Has any official or employee been involuntarily dismissed from employment in the past 3 years or are any staff reductions anticipated in the next twelve months? If yes, explain. |
| <hr/> | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. Does the School District consult with its Human Resources Department or outside counsel prior to dismissing any employee? |
| <input type="checkbox"/> | <input type="checkbox"/> | 13. Is a criminal background check completed on all employees? |

INSURANCE INFORMATION

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Are there any pending or ongoing claims against anyone for whom insurance is intended hereunder which may fall within the scope of this proposed or similar insurance currently in effect or applied for, not previously described in this application? (If answer is none, so state) (If yes, explain.) |
| <hr/> | | |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Has any similar insurance on behalf of the School District been declined, cancelled or renewal thereof refused, except as follows (If answer is none, so state)/(Not applicable in MO):
_____ |

INSURANCE INFORMATION (Cont'd)

YES NO

3. The school district, board and/or its employees are not cognizant of any act, error or omission, or any Federal, State or Local legal actions which they have reason to suppose might afford valid grounds for a future claim which may fall within the scope of the proposed insurance, except as follows: (If answer is none, so state).

4. Does the School District require all sub-contractors or independent consultants to carry liability insurance?
 Does the School District request to be added as an additional insured to such liability insurance?

5. The following Named Individual is authorized and designated to receive any and all notices from the Company or its authorized representative(s) concerning this proposed insurance:

6. Previous Insurers' for this type of coverage for each of the last three years:

Company _____	Limit _____	Premium _____
Company _____	Limit _____	Premium _____
Company _____	Limit _____	Premium _____

Previous coverage was: Claims Made Occurrence

If claims made: A. What extended reporting period coverage is available? _____
 B. Will you be purchasing extended reporting period coverage? _____
 C. What was the retroactive date (if any) on the expiring policy? _____

7. Does the School District currently carry Commercial General Liability insurance?

8. Policy Limits desired:	Each Loss	Aggregate Each	
		Policy Year	
	\$ 100,000	\$ 1,000,000	<input type="checkbox"/>
	\$ 250,000	\$ 1,000,000	<input type="checkbox"/>
	\$ 500,000	\$ 1,000,000	<input type="checkbox"/>
	\$1,000,000	\$ 1,000,000	<input type="checkbox"/>
	\$1,000,000	\$ 2,000,000	<input type="checkbox"/>

DECLARATION AND ATTESTATION

The policy will be subject to a deductible, which can be consumed by either losses, defense costs paid by the Company, or costs paid by the applicant, but subject to the Company's knowledge and consent. The amount of the deductible will vary in accordance with the table of premiums and deductibles filed on behalf of the Company with the Insurance Department.

The authorized signer of this application represents or warrants to the best of his or her knowledge and belief that the statements set forth herein are true and include all material information. The authorized signer also represents or warrants that any fact, circumstance or situation indicating the probability of a claim or action now known to any entity official or employee has been declared, and it is agreed by all concerned that omission of such information shall exclude any such claim or action from coverage under the insurance being applied for. Signing of this application does not bind the insurance company to offer nor the authorized signer to accept insurance, but it is agreed this application and any attachments thereto shall be the basis of the insurance and will be incorporated by reference and made a part of the policy should a policy be issued.

This application provides the Company with certain indicators as to underwriting acceptability. It does not provide information on policy coverages nor does it alter the terms of the policy.

Applicant _____

Signed _____
 Authorized School Representative Title Date

Submitted by _____
 Agent Date

**APPLICABLE IN
AL, GA, ID, IL, IN, IA, KS, MS, MO, MT, NH, NC, ND, PA, RI, SD, TN, WI AND WY**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

APPLICABLE IN ARKANSAS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds, shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information, is guilty of a felony of the third degree.

APPLICABLE IN KENTUCKY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MICHIGAN

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete, or misleading information shall, upon conviction, be subject to imprisonment for up to one year for a misdemeanor conviction or up to ten years for a felony conviction and payment of a fine of up to \$5,000.00.

APPLICABLE IN MINNESOTA

Any person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEBRASKA

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject the person to criminal and civil penalties.

APPLICABLE IN NEW JERSEY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN NEW YORK

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA


Any person who knowingly and with intent to injure, defraud, or deceive an insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of insurance fraud which is a felony.

APPLICABLE IN OREGON

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject the person to criminal and civil penalties.

Applicant's Signature

Date

 **EMC Insurance Companies**
www.emcinsurance.com