

FIRST AMENDMENT TO
RESTATED INDEPENDENT CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT TO RESTATED INDEPENDENT CONTRACTOR AGREEMENT (the "First Amendment") is effective as of July 1, 2019, by and between Detroit Community Schools, a Michigan Public School Academy with a campus located at Detroit 12675 Burt Road, Detroit, Michigan, 48223 (the "Academy"), and MM1, Inc. ("MM1"), whose address is 3170 Old Farm Lane, Commerce Twp., Michigan 48390.

WHEREAS, the Academy is a Michigan Public School Academy; and

WHEREAS, on December 1, 2018, the Academy and MM1 entered into a certain Restated Independent Contractor Agreement in connection with the operation of the Academy;

WHEREAS, the Restated Independent Contractor Agreement expires on July 1, 2019 and the Academy and MM1 desire to extend the term of the Restated Independent Contractor Agreement;

THEREFORE, in consideration of the promises contained in this First Amendment and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of the Restated Independent Contractor Agreement shall be extended for a one-year period to commence on July 1, 2019 (the "Effective Date") and end on June 30, 2020 ("Expiration Date"), unless sooner terminated as provided for in the Restated Independent Contractor Agreement between the parties. If the Charter Agreement is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of this Charter Agreement, the Restated Independent Contractor Agreement, as amended by this First Amendment, shall automatically be suspended or terminated, as the case may be, on the same date as the Charter Agreement is suspended, revoked or terminated or expires without further action of the parties, provided that any and all monies, fees or payments owing to MM1 shall be paid by the Academy.

2. All other terms and conditions of the Restated Independent Contractor Agreement, as amended by this First Amendment, shall remain in full force and effect.

3. The terms of this First Amendment shall be defined as provided for in the Restated Independent Contractor Agreement.

4. This First Amendment may be executed in counterparts each of which counterparts shall be deemed an original and all of which counterparts together shall be deemed one and the same documents. Counterparts executed by facsimile shall have the same effect as originals.

5. This First Amendment shall be deemed effective and binding upon execution and delivery by all parties.

WHEREFORE, the parties have duly executed this First Amendment to the Restated Independent Contractor Agreement on the day and year first above written.

DETROIT COMMUNITY SCHOOLS

By: *Henry Bertram*
Its: *Consent* *3/21/19*

MM1, INC.

Signature:

Name:

Ralph Burroughs
President *3/21/2019*

SECOND AMENDMENT TO
RESTATED INDEPENDENT CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT TO RESTATED INDEPENDENT CONTRACTOR AGREEMENT (the "First Amendment") is effective as of July 1, 2019, by and between Detroit Community Schools, a Michigan Public School Academy with a campus located at Detroit 12675 Burt Road, Detroit, Michigan, 48223 (the "Academy"), and MM1, Inc. ("MM1"), whose address is 3170 Old Farm Lane, Commerce Twp., Michigan 48390.

WHEREAS, the Academy is a Michigan Public School Academy; and

WHEREAS, on December 1, 2018, the Academy and MM1 entered into a certain Restated Independent Contractor Agreement in connection with the operation of the Academy;

WHEREAS, the Restated Independent Contractor Agreement expires on July 1, 2020 and the Academy and MM1 desire to extend the term of the Restated Independent Contractor Agreement;

THEREFORE, in consideration of the promises contained in this First Amendment and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The term of the Restated Independent Contractor Agreement shall be extended for a one-year period to commence on July 1, 2020 (the "Effective Date") and end on June 30, 2021 ("Expiration Date"), unless sooner terminated as provided for in the Restated Independent Contractor Agreement between the parties. If the Charter Agreement is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of this Charter Agreement, the Restated Independent Contractor Agreement, as amended by this First Amendment, shall automatically be suspended or terminated, as the case may be, on the same date as the Charter Agreement is suspended, revoked or terminated or expires without further action of the parties, provided that any and all monies, fees or payments owing to MM1 shall be paid by the Academy.

2. All other terms and conditions of the Restated Independent Contractor Agreement, as amended by this First Amendment, shall remain in full force and effect.

3. The terms of this First Amendment shall be defined as provided for in the Restated Independent Contractor Agreement.

4. This First Amendment may be executed in counterparts each of which counterparts shall be deemed an original and all of which counterparts together shall be deemed one and the same documents. Counterparts executed by facsimile shall have the same effect as originals.

5. This First Amendment shall be deemed effective and binding upon execution and delivery by all parties.

WHEREFORE, the parties have duly executed this First Amendment to the Restated Independent Contractor Agreement on the day and year first above written.

DETROIT COMMUNITY SCHOOLS

By: 

Its: _____

MM1, INC.

Signature: 

Name: 

THIRD AMENDMENT TO
RESTATED INDEPENDENT CONTRACTOR AGREEMENT

THIS THIRD AMENDMENT TO RESTATED INDEPENDENT CONTRACTOR AGREEMENT (the “First Amendment”) is effective as of July 1, 2021, by and between Detroit Community Schools, a Michigan Public School Academy with a campus located at Detroit 12675 Burt Road, Detroit, Michigan, 48223 (the “Academy”), and MM1, Inc. (“MM1”), whose address is 3170 Old Farm Lane, Commerce Twp., Michigan 48390.

WHEREAS, the Academy is a Michigan Public School Academy; and

WHEREAS, on December 1, 2018, the Academy and MM1 entered into a certain Restated Independent Contractor Agreement in connection with the operation of the Academy;

WHEREAS, the Restated Independent Contractor Agreement expires on July 1, 2021 and the Academy and MM1 desire to extend the term of the Restated Independent Contractor Agreement;

THEREFORE, in consideration of the promises contained in this Third Amendment and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of the Restated Independent Contractor Agreement shall be extended for a 3 year period to commence on July 1, 2021 (the “Effective Date”) and end on June 30, 2024 (“Expiration Date”), unless sooner terminated as provided for in the Restated Independent Contractor Agreement between the parties. If the Charter Agreement is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of this Charter Agreement, the Restated Independent Contractor Agreement, as amended by this Third Amendment, shall automatically be suspended or terminated, as the case may be, on the same date as the Charter Agreement is suspended, revoked or terminated or expires without further action of the parties, provided that any and all monies, fees or payments owing to MM1 shall be paid by the Academy.

2. Section 9 of the Restated Independent Contractor Agreement is amended to add the following language at the end of the section: “MM1 is not permitted to select, retain, evaluate, or replace the Academy’s independent auditor.”

3. Section 11 of the Restated Independent Contractor Agreement is amended to add the following language at the end of the section: “In addition, if MM1 purchases equipment, materials and supplies on behalf of or as the agent of the Academy, MM1 will comply with section 1274 of the Revised School Code as if the Academy when making these purchases directly from a third party supplier.”

4. The last paragraph of Section 20 shall be deleted in its entirety and replaced with the following language: "The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as "Bay Mills Community College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, MM1 hereby promises to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, MM1's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by MM1, or which arise out of the failure of MM1 to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against MM1 to enforce its rights as set forth in this Agreement."

5. Section 31(m)(ii) shall be amended by adding the following language at the end of section: "MM1 shall adopt, implement, and maintain a performance evaluation system for all required personnel as required by applicable law."

6. All other terms and conditions of the Restated Independent Contractor Agreement, as amended by this Third Amendment, shall remain in full force and effect.

7. The terms of this Third Amendment shall be defined as provided for in the Restated Independent Contractor Agreement.

8. This Third Amendment may be executed in counterparts each of which counterparts shall be deemed an original and all of which counterparts together shall be deemed one and the same documents. Counterparts executed by facsimile shall have the same effect as originals.

9. This Third Amendment shall be deemed effective and binding upon execution and delivery by all parties.

WHEREFORE, the parties have duly executed this Third Amendment to the Restated Independent Contractor Agreement on the day and year first above written.

DETROIT COMMUNITY SCHOOLS

By: _____

Its: _____

MMI, INC.

By: _____

Its: _____

37875773.1/153911.00009

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

Physical Plant Description	6-1
Floor Plan.....	6-3
Room Assignments	6-4
Building Evacuation Route	6-5
Site Plans.....	6-7
Warranty Deed	6-8
Warranty Deed for Corporation	6-10
Warranty Deed	6-12
Certificate of Occupancy	6-14

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See, MCL 380.502(3)G); 380.503(5)(d).

2. The address and a description of the proposed physical plant (the "Proposed Site") of Detroit Community Schools ("Academy") is as follows:

Address: 12675 Burt Road, Detroit, MI 48223

Description: Detroit Community Schools is a one site, K-12 campus, located at 12675 Burt Road, Detroit, MI 48223. The campus is located in the Brightmoor section of northwest Detroit. The square footage of Detroit Community Schools' K-12 campus is 120,675.

Detroit Community Schools' campus is divided into two sections. The first section contains the high school building and includes 25 classrooms, a gymnasium, various offices (Main Administrative office, HS Principal, Dean, Art Therapist, Parent Coordinator, and a small library, a cafeteria, and the Business office.

The second section contains modular buildings in which the Elementary/Middle School is located. There are 6 modular buildings in the EL/MS. Modules 1, 2, & 3 have 6 classrooms, Module 4 has 1 classroom and the K-5 lunchroom. Module 5 has 4 classrooms and Module 6 is the K-8 main office.

DCS also has an outbuilding that houses the Makers Space. The Makers Space is a collaborative program jointly operated with the University of Michigan's (Ann Arbor) Penny Stamps School of Art & Design.

Term of Use: Term of Contract.

Configuration of Grade Levels: K-12

Name of School District and Intermediate School District:

Local: Detroit Public Schools Community District
ISD: Wayne RESA

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

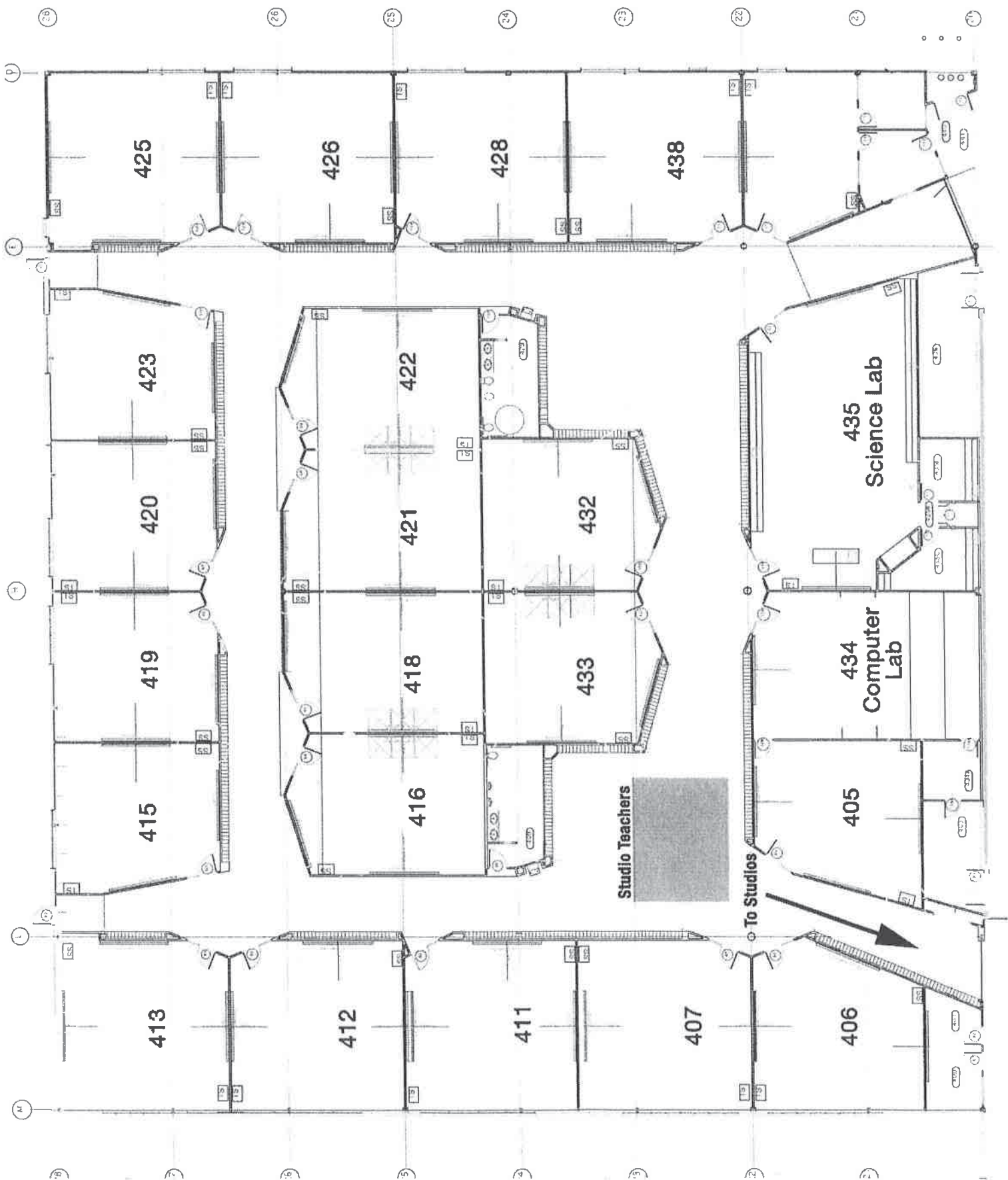
- A. Size of building
- B. Floor Plan

- C. Description of Rooms
- D. Copy of lease or purchase agreement

4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facility. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.



2020-2021 DC ES/MS Room Assignments

Modular 5		
Sp. Ed. K-8	SpEd K-8	
K-8 Computers	Res. Rm	
Library	Resource Room	
N/A		

Modular 4
Lunchroom
K-8 Art

Modular 3		
6-8 Math	6-8 Science	6-8 SS
6-8 Math	6-8 Soc. St.	6-8 ELA

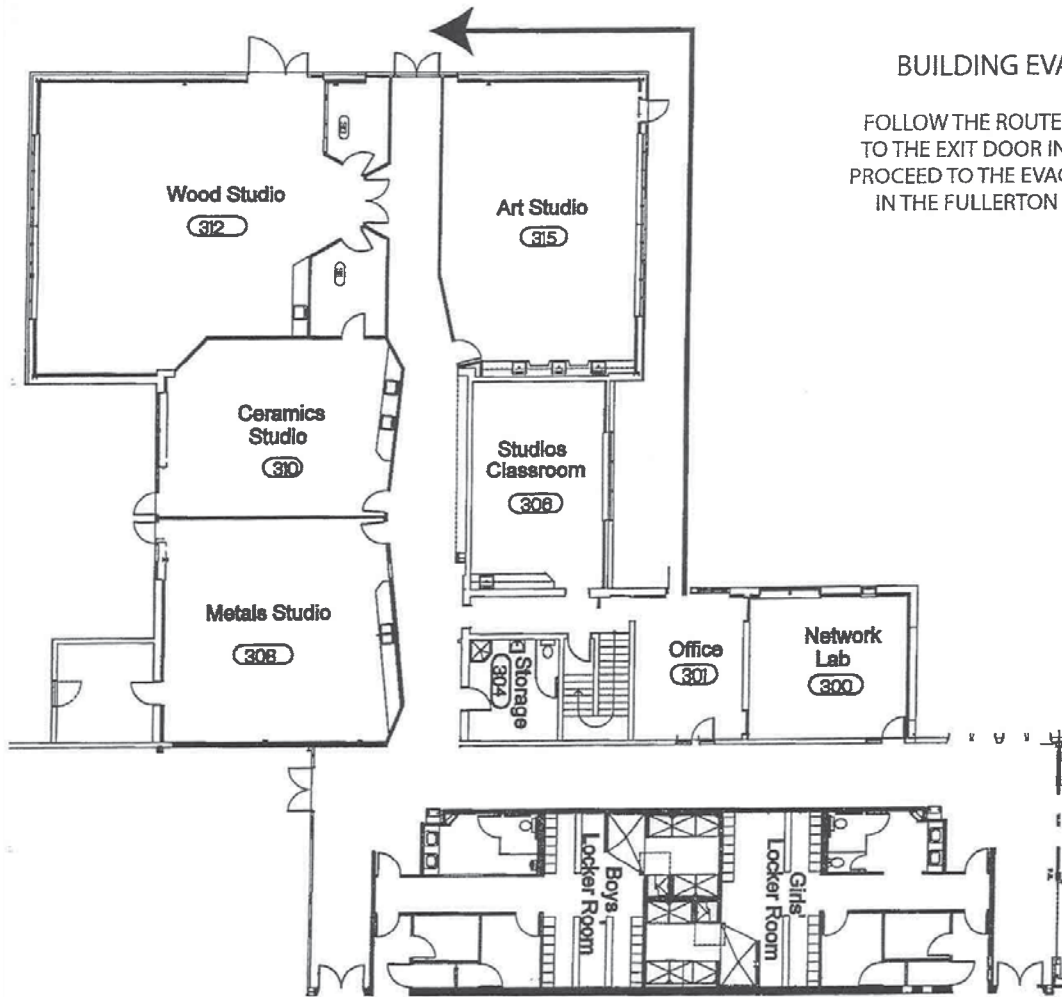
Modular 2		
5th	4th	3rd
5th	4th	3rd

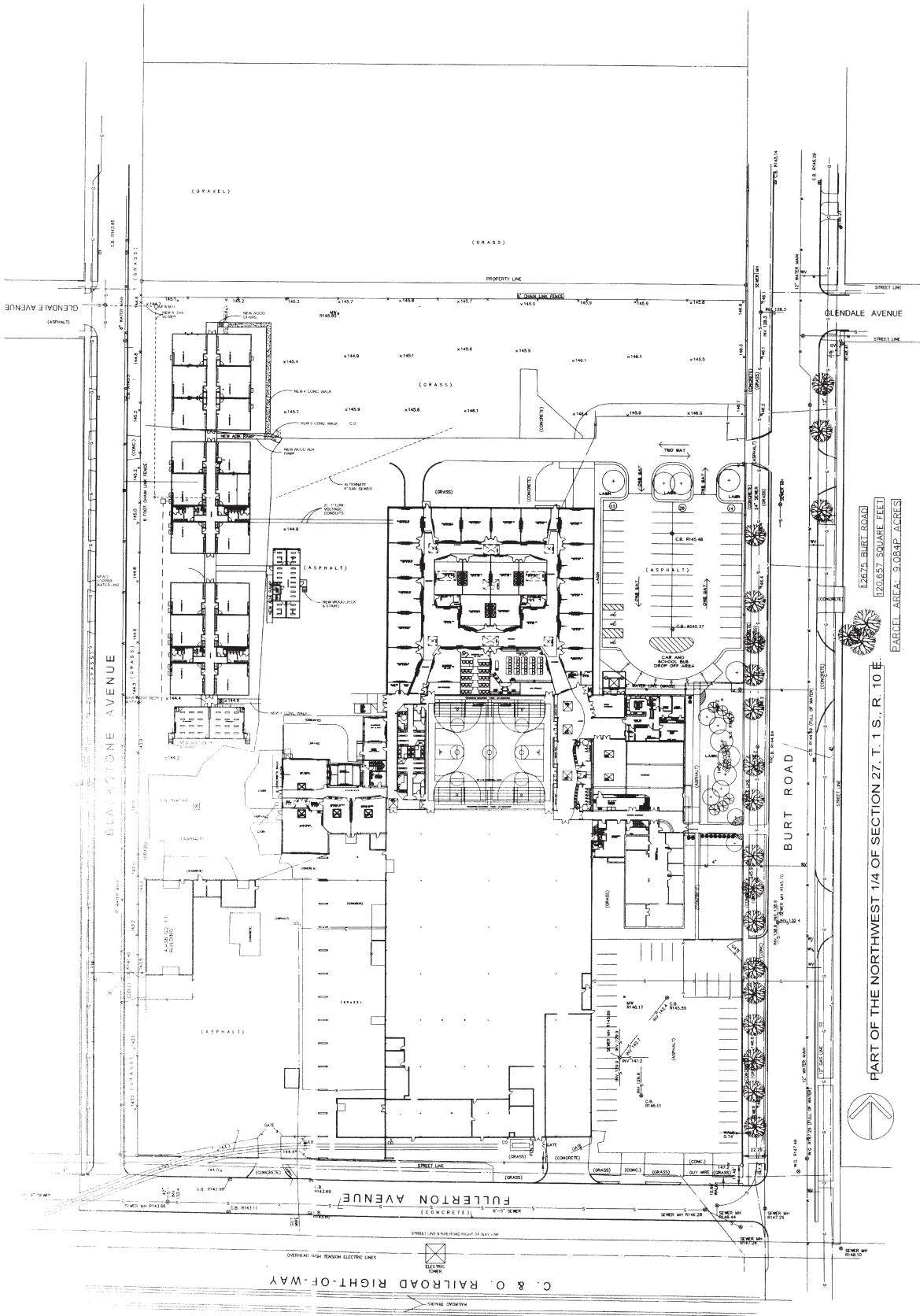
Modular 1		
2nd	1st	KDG
2nd	1st	KDG

Main Office		
K-8 Principal	Office	
Admin Asst	Admin Asst	
Behavior Specialists	Staff Lounge	

BUILDING EVACUATION ROUTE

FOLLOW THE ROUTE (LINE) FROM YOUR ROOM
TO THE EXIT DOOR INDICATED. YOU WILL THEN
PROCEED TO THE EVACUATION GATHERING AREA
IN THE FULLERTON ST. (REAR) PARKING LOT





Attachment 4

667566 SFP 802005

\$8.00

Li-43390 Pa-446
205449855 9/26/2005
Bernard J. Youngblood
Wayne Co. Register of Deeds

(2)

EXEMPT UNDER
MSA 7.456 (5) (H) CH
MCL 207.526 (6) (H)

WARRANTY DEED
(M.C.L. 565.151)

0507532

CREW LAND HOLDINGS, LLC, a Michigan Limited Liability Company, whose address is 25525 Ormond Drive, Southfield, Michigan 48034, for Nine Hundred Forty-Four Thousand, Nine Hundred Nine Dollars and Fifty-One Cents (\$944,909.51), hereby conveys and warrants to **DETROIT COMMUNITY HIGH SCHOOL, A PUBLIC SCHOOL ACADEMY**, a nonprofit corporation and public school academy organized and existing under Michigan law, whose address is 12667 Burt Road, Detroit, MI 48226, the real property located in the City of Detroit, Wayne County, Michigan and legally described on Exhibit "A" attached hereto and incorporated herein subject to: legal highways, zoning ordinances and regulations, easements and restrictions of record, and real estate taxes and assessments due and payable after the delivery of this Deed and further subject to a Mortgage dated as of this date, and to be recorded in the land records of Wayne County, Michigan.

Notice Pursuant to MCL 560.109(3):

This Grantor grants to the grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Notice Pursuant to MCL 560.109(4):

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the undersigned has executed this deed as of 8/15/05, 2005.

Transfer Tax:

CREW LAND HOLDINGS, LLC

Exempt from County & State pursuant to MCLA 380.503(8)

By: S. Bartlett Eddy
Its: Authorized Officer S. Bartlett Eddy

STATE OF MICHIGAN)
COUNTY OF Wayne)SS:

The foregoing instrument was acknowledged before me this 15 day of August, 2005, by S. Bartlett Eddy, the Authorized Officer of CREW LAND HOLDINGS, LLC.

Bryan Melvin III
Notary Public, Wayne County, Michigan
My commission expires: 2-5-11

Drafted by and recorded for:
Joseph B. Urban
Collins & Blaha, P.C.
25505 W. Twelve Mile Road, Ste. 1900
Southfield, MI 48034

When recorded return to:
LaMont Title Corporation
500 Griswold Street, Suite 2100
Detroit, Michigan 48226
This property and this deed are held for FIVE YEARS previous to date.

SEP 21 2005

NO Revenue Attached
2740 Alenda Brown

Li-43590

Pa-447

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

City of Detroit, Wayne County, Michigan

That part of the Northwest 1/4 of Section 27, Town 1 South, Range 10 East, lying North of and adjoining the Northerly line of Fullerton Avenue, West of and adjoining the Westerly line of Burt Road and East of and adjoining the East line of Ridgedale (now known as Blackstone Avenue), excepting therefrom Glendale Avenue as dedicated and more particularly described as:

Beginning at the point of intersection of the Northerly line of Fullerton Avenue (86 feet wide) with the Westerly line of Burt Road (76 feet wide) as now established; thence along the Northerly line of Fullerton Avenue North 89 degrees 57 minutes 20 seconds West 523.10 feet to the Easterly line of Ridgedale (now Blackstone Avenue); thence Northerly along the Easterly line of Blackstone Avenue, 702.10 feet to the Southerly line of vacated Glendale Avenue; thence East along the Southerly line of vacated Glendale Avenue, 70.73 feet; thence North 0 degrees 54 minutes 30 seconds West to the Northerly line of vacated Glendale Avenue, 50.00 feet; thence West along the Northerly line of vacated Glendale Avenue, 70.80 feet to the East line of Blackstone Avenue; thence North along the East line of Blackstone Avenue, 188.50 feet to a point; thence East 522.59 feet to a point in the West line of Burt Road (86 feet wide); thence South 1 degree East, 949.88 feet to the point of beginning. EXCEPTING therefrom the Northerly 188.50 feet.

ALSO

Land in the Northwest 1/4 of Section 27, Town 1 South, Range 10 East, City of Detroit, Wayne County, Michigan, being Vacated Glendale Avenue, 50 feet wide, lying East of and contiguous to the Easterly line of Blackstone Avenue, 50 feet wide, more particularly described as beginning at the intersection of said Easterly line of Blackstone Avenue, with the Southerly line of said vacated Glendale Avenue; thence East 70.73 feet along said Southerly line; thence North 0 degrees 54 minutes 30 seconds West 50.00 feet; thence West 70.80 feet along the Northerly line of vacated Glendale Avenue; thence Southerly 50.00 feet along said Easterly line of Blackstone Avenue to the point of beginning.

ALSO DESCRIBED AS:

Part of the Northwest 1/4 of Section 27, Town 1 South, Range 10 East, City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Northwest corner of Burt Road (width varies) and Fullerton Avenue (86 feet wide); proceeding thence from said point of beginning North 89 degrees 57 minutes 20 seconds West, along the North line of said Fullerton Avenue, a distance of 523.10 feet to the point of intersection of said street line with the East line of Blackstone Avenue (50 feet wide); thence North 00 degrees 56 minutes 41 seconds West, along the East line of said Blackstone Avenue, a distance of 752.10 feet to the point of intersection of said street line with the North line of vacated Glendale Avenue (50 feet wide); thence North 89 degrees 01 minute 41 seconds East, along the North line of said vacated Glendale Avenue and its Easterly extension. A distance of 522.69 feet to a point on the West line of said Burt road; thence South 00 degrees 58 minutes 35 seconds East, along the West line of said Burt Road, a distance of 781.38 feet to the point of beginning.

Commonly known as: 12687 & 12675 Burt Rd.

Tax Parcel ID: Ward 22 Item 108137.002L

This is to certify that there are no tax liens on this
on this property and that taxes are paid for FIVE YEARS
prior to date of this instrument EXCEPT

7557 *R. J. [Signature]* Date **SEP 15 2005**
WAYNE COUNTY TREASURER Clerk *A. [Signature]*

SEP-15-2005 11:12:55

DEEDS 4.00

Attachment 2

03464305 OCT 28 2004

P.A. 327 OF 1968
AFFIDAVIT FILED

LI-41601 Pa-307
204554721 10/29/2004
Bernard J. Youngblood
Wayne Co. Register of Deeds

WARRANTY DEED FOR CORPORATION

0408866

KNOW ALL MEN BY THESE PRESENTS: That Kux Manufacturing Company, a Michigan Corporation, whose address is 12675 Burt Road, Detroit, MI 48228 convey(s) and warrant(s) to Detroit Community High School A Public School Academy, a Michigan Public School Academy, whose address is 9331 Grandville Avenue, Detroit, MI 48226 the following described premises situated in the City of Detroit, County of Wayne and State of Michigan:

See Attached Legal Rider

For the sum of SEE ATTACHED REAL ESTATE EVALUATION AFFIDAVIT, subject to the existing building and use restrictions, easements of record, and if applicable zoning ordinances of record, if any,

The grantor grants to the grantee the right to make 4 division(s) under section 108 of the Land Division Act, Act No. 283 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated, September 23, 2004

Signed in the presence of

Signed

Kux Manufacturing Company, a Michigan Corporation

Charles Pinkerton, President/CEO

State of Michigan)

County of Wayne) SS

The foregoing was acknowledged before me this 23rd day of September, 2004, by Charles Pinkerton, the President of Kux Manufacturing Company, a Michigan Corporation to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

RACHAEL G BURGER
Notary Public, Wayne County, MI
My Commission Expires Oct 18, 2004

RACHAEL G. BURGER
Notary Public Wayne County
My Commission Expires: 10/18/04

Drafted by: Kevin A. McNulty @ LaMont Title Company, 500 Griswold Street, Suite 2100, Detroit, MI 48226 at sellers direction.
When recorded return to LaMont Title Company, 500 Griswold Street, Suite 2100, Detroit, MI 48226

Recording Fee
County Treasurer's Certificate

State Transfer Tax

County Transfer Tax

City Treasurer's Certificate

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument.

OCT 27 2004

No. 3049 Clerk MUI
Treasurer, City of Detroit

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

No. 1620 Date 10-27-04
WAYNE COUNTY TREASURER Clerk D. Baker

10-27-2004 11CL1620

DEED'S 4.00

LI-41601

Pa-308

First American Title Insurance Company

Commitment Number: 0408866 REV.2

**SCHEDULE C
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Land in the City of Detroit, County of Wayne, State of Michigan more particularly described as:

That part of the Northwest 1/4 of Section 27, Town 1 South, Range 10 East, lying North of and adjoining the Northerly line of Fullerton Avenue, West of and adjoining the Westerly line of Burt Road and East of and adjoining the East line of Ridgedale (now known as Blackstone Avenue), excepting therefrom Glendale Avenue as dedicated and more particularly described as:

Beginning at the point of intersection of the Northerly line of Fullerton Avenue (66 feet wide) with the Westerly line of Burt Road (76 feet wide) as now established; thence along the Northerly line of Fullerton Avenue North 89 degrees 57 minutes 20 seconds West 523.19 feet to the Easterly line of Ridgedale (now Blackstone Avenue); thence Northerly along the Easterly line of Blackstone Avenue, 702.10 feet to the Southerly line of vacated Glendale Avenue; thence East along the Southerly line of vacated Glendale Avenue, 70.73 feet; thence North 0 degrees 54 minutes 30 seconds West to the Northerly line of vacated Glendale Avenue; thence West along the Northerly line of vacated Glendale Avenue, 70.80 feet to the East line of Blackstone Avenue; thence North along the East line of Blackstone Avenue, 188.50 feet to a point; thence East 522.59 feet to a point in the West line of Burt Road (86 feet wide); thence South 1 degree East, 949.88 feet to the point of beginning. EXCEPTING therefrom the Northerly 188.50 feet. CH
50 FT

ALSO

Land in the Northwest 1/4 of Section 27, Town 1 South, Range 10 East, City of Detroit, Wayne County, Michigan, being Vacated Glendale Avenue, 50 feet wide, lying East of and contiguous to the Easterly line of Blackstone Avenue, 50 feet wide, more particularly described as beginning at the Intersection of said Easterly line of Blackstone Avenue, with the Southerly line of said vacated Glendale Avenue; thence East 70.73 feet along said Southerly line; thence North 0 degrees 54 minutes 30 seconds West 50.00 feet; thence West 70.80 feet along the Northerly line of vacated Glendale Avenue; thence Southerly 50.00 feet along said Easterly line of Blackstone Avenue to the point of beginning.

ALSO DESCRIBED AS:

Part of the Northwest 1/4 of Section 27, Town 1 South, Range 10 East, City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Northwest corner of Burt Road (width varies) and Fullerton Avenue (66 feet wide); proceeding thence from said point of beginning North 89 degrees 57 minutes 20 seconds West, along the North line of said Fullerton Avenue, a distance of 523.19 feet to the point of intersection of said street line with the East line of Blackstone Avenue (50 feet wide); thence North 00 degrees 56 minutes 41 seconds West, along the East line of said Blackstone Avenue, a distance of 752.10 feet to the point of intersection of said street line with the North line of vacated Glendale Avenue (50 feet wide); thence North 89 degrees 01 minute 41 seconds East, along the North line of said vacated Glendale Avenue and its Easterly extension. A distance of 522.69 feet to a point on the West line of said Burt road; thence South 00 degrees 58 minutes 35 seconds East, along the West line of said Burt Road, a distance of 761.38 feet to the point of beginning.

Commonly known as: 12667 & 12675 Burt Rd. Ward 22 Item 108137, 002L

PER ASSESSORS CH, 10/25/2004

ALTA Commitment
Schedule C

(0408866.PFD/0408866/77)

Attachment 3

667566 SEP 26 2005

Li-43590 Pu-444
205449854 9/26/2005
Bernard J. Youngblood
Wayne Co. Register of Deeds

\$8.00

DEEDS
9:46AM
09/21/05

EXEMPT UNDER
MSA 7.458 (5) (b) CH
MCL 207.526 (8) (H)

WARRANTY DEED
(M.C.L. 565.151)

DETROIT COMMUNITY HIGH SCHOOL, A PUBLIC SCHOOL ACADEMY, a nonprofit corporation and public school academy organized and existing under Michigan law, whose address is 12267 Burt Road, Detroit, MI 48226, for One Dollar (\$1.00), hereby conveys and warrants to **CREW Land Holdings, LLC**, a Michigan Limited Liability Company, whose address is 25525 Ormond Drive, Southfield, Michigan 48034, the real property located in the City of Detroit, Wayne County, Michigan and legally described on Exhibit "A" attached hereto and incorporated herein subject to: legal highways, zoning ordinances and regulations, easements and restrictions of record, and real estate taxes and assessments due and payable after the delivery of this Deed and further subject to a Mortgage dated as of September 23, 2004, and recorded in the land records of Wayne County, Michigan at Liber 41440, Page 222 to 238.

Notice Pursuant to MCL 560.109(3):

This Grantor grants to the grantee the right to make all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

Notice Pursuant to MCL 560.109(4):

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the undersigned has executed this deed as of 8/15/05 2005.

Transfer Tax:

Exempt from County & State pursuant to MCLA 380.503(8)

DETROIT COMMUNITY HIGH SCHOOL
a Public School Academy

By: S. Bartlett Eddy
Its: Authorized Officer S. Bartlett Eddy

STATE OF MICHIGAN)
COUNTY OF Wayne)SS:

The foregoing instrument was acknowledged before me this 15 day of August, 2005 by S. Bartlett Eddy, the Authorized Officer of Detroit Community High School, a Public School Academy, a Michigan nonprofit corporation and public school academy organized and existing under Michigan law.

Drafted by and returned to
Joseph B. Urban
Collins & Blaha, P.C.
25505 W. Twelve Mile Road
Southfield, MI 48034

Bryan M. Urban
Notary Public
County, Michigan

When recorded return to:
LaMont Title Corporation
500 Griswold Street, Suite #2100
Detroit, Michigan 48226

07-15-2005

SEP 21 2005

Clerk of Court
Treasurer, City of Detroit

LI-43590

Pa-445

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

City of Detroit, Wayne County, Michigan

That part of the Northwest 1/4 of Section 27, Town 1 South, Range 10 East, lying North of and adjoining the Northerly line of Fullerton Avenue, West of and adjoining the Westerly line of Burt Road and East of and adjoining the East line of Ridgedale (now known as Blackstone Avenue), excepting therefrom Glendale Avenue as dedicated and more particularly described as:

Beginning at the point of intersection of the Northerly line of Fullerton Avenue (68 feet wide) with the Westerly line of Burt Road (78 feet wide) as now established; thence along the Northerly line of Fullerton Avenue North 89 degrees 57 minutes 20 seconds West 523.10 feet to the Easterly line of Ridgedale (now Blackstone Avenue); thence Northerly along the Easterly line of Blackstone Avenue, 702.10 feet to the Southerly line of vacated Glendale Avenue; thence East along the Southerly line of vacated Glendale Avenue, 70.73 feet; thence North 0 degrees 54 minutes 30 seconds West to the Northerly line of vacated Glendale Avenue, 50.00 feet; thence West along the Northerly line of vacated Glendale Avenue, 70.80 feet to the East line of Blackstone Avenue; thence North along the East line of Blackstone Avenue, 188.50 feet to a point; thence East 522.59 feet to a point in the West line of Burt Road (86 feet wide); thence South 1 degree East, 949.88 feet to the point of beginning. EXCEPTING therefrom the Northerly 188.50 feet.

ALSO

Land in the Northwest 1/4 of Section 27, Town 1 South, Range 10 East, City of Detroit, Wayne County, Michigan, being Vacated Glendale Avenue, 50 feet wide, lying East of and contiguous to the Easterly line of Blackstone Avenue, 50 feet wide, more particularly described as beginning at the intersection of said Easterly line of Blackstone Avenue, with the Southerly line of said vacated Glendale Avenue; thence East 70.73 feet along said Southerly line; thence North 0 degrees 54 minutes 30 seconds West 50.00 feet; thence West 70.80 feet along the Northerly line of vacated Glendale Avenue; thence Southerly 50.00 feet along said Easterly line of Blackstone Avenue to the point of beginning.

ALSO DESCRIBED AS:

Part of the Northwest 1/4 of Section 27, Town 1 South, Range 10 East, City of Detroit, Wayne County, Michigan, and being more particularly described as follows: Beginning at the Northwest corner of Burt Road (width varies) and Fullerton Avenue (86 feet wide); proceeding thence from said point of beginning North 89 degrees 57 minutes 20 seconds West, along the North line of said Fullerton Avenue, a distance of 523.10 feet to the point of intersection of said street line with the East line of Blackstone Avenue (50 feet wide); thence North 00 degrees 56 minutes 41 seconds West, along the East line of said Blackstone Avenue, a distance of 752.10 feet to the point of intersection of said street line with the North line of vacated Glendale Avenue (50 feet wide); thence North 89 degrees 01 minute 41 seconds East, along the North line of said vacated Glendale Avenue and its Easterly extension. A distance of 522.59 feet to a point on the West line of said Burt road; thence South 00 degrees 58 minutes 35 seconds East, along the West line of said Burt Road, a distance of 761.38 feet to the point of beginning.

Commonly known as: 12667 & 12675 Burt Rd.

Tax Parcel ID: Ward 22 Item 108137.002L

This is to certify that there are no tax liens on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

7557 *Regulating* Date SEP 15 2005
 WAYNE COUNTY TREASURER Clerk *A. NELSON*

Sep. 14. 2006 1:47PM

No. 5116 P. 2/2

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

**Michigan Department of Labor & Economic Growth
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. LB022193
Detroit Community High School
12675 Burt Road
Detroit, Michigan
Wayne County**

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

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



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

September 13, 2006

Sep. 14. 2006 1:47PM

No. 5116 P. 2/2

CERTIFICATE OF USE AND OCCUPANCY

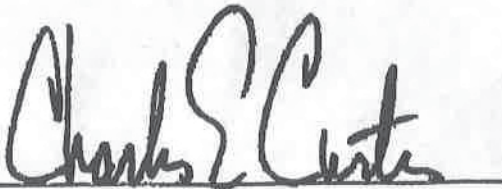
PERMANENT

**Michigan Department of Labor & Economic Growth
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. LB022193
Detroit Community High School
12675 Burt Road
Detroit, Michigan
Wayne County**

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

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



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

September 13, 2006

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR
PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

Required Information for Public School Academy. This Schedule contains information required by Part 6A of the Revised School Code (“Code”). The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goals. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

SECTION A
GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

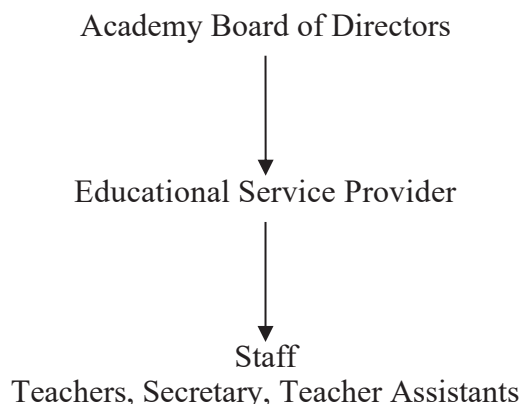
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the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

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

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

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

The Governance Structure of the Academy:



The Academy Board consists of five (5) members. Nominations and appointments of subsequent members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board Members are as follows:

Patrick Devlin, President	Term Ending June 30, 2024
Nicholas Tobier, Vice President	Term Ending June 30, 2023
Dr. Sheryl Thomas Matthews, Treasurer	Term Ending June 30, 2022
Dr. Desmon Daniel, Secretary	Term Ending June 30, 2022
Arthur McClellan, Jr., Member	Term Ending June 30, 2022

078905.000001 4815-8098-1743.1

SECTION B

EDUCATIONAL GOALS

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

Educational Goal to be Achieved:

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

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

Measure 1: Student Achievement

The academic achievement of all students grades 2-11 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-10	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by NWEA.
Grades 9-11 (fall and spring testing for grades 9 and 10 using PSAT and PSAT/NMSQT and spring SAT testing for grade 11) -or - NWEA testing may be used in lieu of PSAT/NMSQT in Grades 9 and 10	The average grade-level scores in reading and math as measured PSAT, PSAT/NMSQT, and SAT The average grade-level scores in reading and math as measured by NWEA	Students enrolled for three* or more consecutive years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by SAT Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math NWEA college readiness achievement targets identified in this schedule

Measure 2: Student Growth

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

Grades	Metrics	Growth Targets
Grades 2-10	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA

The measure of student growth is the most important, but not the only factor the authorizing body considers when determining whether the Academy is “demonstrating measurable progress” toward the contractual goal of preparing students academically for success in college, work, and life.

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

SECTION C

EDUCATIONAL PROGRAMS



Description of Educational Programs

The educational programs at Detroit Community Schools strive to follow our mission statement by offering a rigorous educational program that is integrated academically and vocationally and that prepares our students to be well-rounded and fully capable of success upon graduation and as they fulfill their life dreams. We do believe that ‘education is power’.

The high school curriculum is aligned with the Michigan Merit Curriculum requirements for English language arts (ELA), mathematics, science, social studies, art, music, physical education, health, world language, and online learning experience. All of our curriculum is applied with rigor for the development of the students as they progress from elementary to middle school, and finally into high school. Our curriculum and in turn, our instruction in all grades K-12, is aligned with the Common Core State Standards.

Our teachers are certified in their fields and provide high quality instruction using curricular tools that enhance their subject materials. We incorporate rigorous assessment three times a year to assist our teachers in evaluating and planning student needs. Formative assessment helps to plan the learning projectile as well as provide ongoing feedback to staff and students. Summative assessment evaluates student learning at the end of an instructional unit.

Our goal is to provide all students with challenging academic programs to ensure that no child is left behind and that all students are provided the opportunity to be successful. Teachers and staff work in Professional Learning Communities to support each other, students, and parents.

As stated by Marzano, “the top performing school systems recognize that the only way to improve outcomes is to improve instruction...”¹

The following pages describe the core curriculum and the specific subject areas. Also included is a description of subject areas that promote an inclusive environment and an opportunity to excel creatively.

¹ Marzano, Robert J. and Waters, Timothy, *District Leadership That Works Striking the Right Balance* (Solution Tree Press, Bloomington, IN, 2009) p. 21.

English Language Arts (ELA)

In the elementary grades reading instruction includes phonemic awareness and systematic phonics instruction. Students learn that sounds represent letters that when put together become words. The recognition of vocabulary words reinforces the concept of sounds making recognizable words that are always the same whenever you see them. This concept of decoding assists students as they advance to the different levels of literacy.

In addition, fluency, vocabulary, and comprehension is developed more in each grade, especially grades 3-8, through guided reading activities. As the student develops their reading techniques, they move from big books to chapter books. This increases the fluency and comprehension levels of the student. The more students practice their speaking and reading skills, the more fluent they become. The teacher provides direct instruction and teaches the individual words and strategies to recognize the words. Then, the student is provided opportunity to practice these skills.

As the student progresses reading comprehension is the technique that brings all the foundations of reading together. Comprehension gives students a purpose for reading, focuses their attention on what they are reading, and to actively think as they read. Reading comprehension ties directly into the writing experience. Students realize that they know information because they have read it in a previous document or assignment. Students are afforded the opportunity to practice their comprehension skills through reading a variety of fiction, non-fiction, and informational texts.

ELA has a variety of writing assignment that are grade appropriate. Writing assignments are evaluated by a teacher-developed rubric which the students understand as the requirement for their written work. Students write for a variety of purposes and projects. They write to impart information, to express their ideas, to interpret what they have read, and to give an avenue to their private thoughts through journaling. Daily writing prompts provide practice in grammar and punctuation. Writing across the curriculum is used at all grade levels and subject areas. Students learn to formulate and organize their ideas before they begin writing, evaluating drafts of their work before submitting the final assignment. In other words, students learn that writing is a process that incorporates information that they have read, thought about, and then formulated into their own words.

Mathematics

Mathematics has its own language, and patterns of thinking. Knowing this, we have constructed the mathematical goal to develop the following traits in our students: high order thinking skills, problem solving that advances in difficulty and technical knowledge. To achieve success, the students need to understand basic facts to problem solve with all mathematical operations. Fundamentals must be learned and applied for students to successfully move to the next level of problem solving. This requires the student to have reading comprehension skills and application skills.

Mathematics is built on concepts, a little at a time. As mastery is reached another concept is introduced. Mastery is accomplished through daily and cumulative practice. It is then a natural progression from basic concepts to practical problem solving, then to higher level problem solving. This all must be accomplished through constant review and practice until the skills are mastered and easy to recall. The instruction in the K-8 focuses on teaching basic facts and the

opportunity to practice and show mastery through various assessments. Other foundational mathematics skills are scaffolded from grade to grade beginning in kindergarten with our youngest students, and culminating with pre-algebraic instruction in grades 5-7, and algebra in grade 8.

Science

Provides students with the opportunity to participate in the scientific process of inquiry and discovery by conducting investigations, using lab tools, and applying appropriate mathematical skills to learn about the world around them. Students again develop the capability of higher-level thinking skills and problem solving. Their reading assignments center around scientific writing and discoveries providing them an opportunity to investigate, write, and discuss their findings. The scientific method is taught in all grades, K-8, through project-based learning activities including individual and group projects for inclusion in the District science fair.

They begin to explore cause and effect by using real world situations i.e., climate change. They acquire an understanding of the scientific method that help to give them direction as they work. Additionally, students learn the features of life science, earth science, environmental science, and space exploration.

Social Studies

Students advance from learning about the community where they live, to learning about other cultures, and learning about their place as a responsible citizen in this world. Students are introduced to basic economic principals, financial literacy, overstock and scarcity markets. They explore situations as it pertains to economics, geography, civics, and current events.

Art

Students will be introduced to and appreciate the role that art plays in the expression of ideas throughout history. Students will create and display their original art work using appropriate styles and mediums to express themes, tone, mood, and images. Reading about artists gives a better understanding to the time in which they lived and how they expressed their views through their art.

Music/Performing Arts

Students study the basics of music theory, appreciation, and composers. They learn the basic concepts of music by singing, doing rhythm exercises, learning note value, and composing their own pieces. Students in grade 3-5 learn to play the recorder in band as they learn the basics of music such as: key signature, meter signature, notation, bass and treble clef, tempo, and dynamic markings. They learn to be comfortable performing on stage in various programs during the school year, culminating in the annual Talent Show. They also learn to follow the directions of the conductor.

Physical Education

Students in K-12 physical education classes learn by movement and moving. They learn about the physical and mental benefits of a healthy lifestyle that incorporates movement. As they advance, they learn about competition, fairness, good sportsmanship, teamwork, sportsmanship,

self-discipline, and having a positive attitude. They learn correlation between practice and mastery.

Health

Students are provided with information that is appropriate to their age. Health class promotes good practices in taking care of themselves in a health-conscious manner, such as diet, exercise, and getting enough rest. It also provides discussion on students' social emotional well-being, the affect tobacco and alcohol have on the body, social diseases, and the prevention of violence.

World Language

Spanish I and II is the world language taught at DCS. Students learn basic conversational vocabulary, sentence structure, and the ability to read in Spanish. They learn to translate their written work from English to Spanish incorporating all the qualities of a well written English paper. They converse exclusively in Spanish while in the class.

Computer Literacy

Students learn basic computer programming language, which includes assembly language programming. Every student has become competent in computer literacy over the last year during the pandemic and the use of Chromebooks to receive instruction virtually.

Business of Sports School (BOSS)

Students are selected to participate in this distinguished program by interviewing, displaying good citizenship skills, maintaining a C average. In each of their core classes they are expected to do additional sports related research work to enhance their knowledge of the larger arena of sports i.e., entrepreneurship, entertainment, real estate, restaurateur. Students learn to use mathematical equations to forecast scores, to research the Olympics, or other sports related activities. Students participate in a bi-monthly Speakers Series program where athlete business professionals speak on how their lives have been affected by athletics.

Four Year Learning Plan-High School

All 8th and 9th grade students are invited to attend Orientation prior to the beginning of school. They learn where their classrooms are, who their teachers are, and the general layout of the building. They participate in some team building activities. They meet with the high school adviser to review their personal four-year plan.

This plan explains what required courses must be taken each year in order to graduate on time at the end of four years. Once the required course work is completed there is opportunity for students to take elective classes that may interest them.

Special Education

Students with disabilities will be given specific decisions as to their placement in the educational programming that will best address their needs. Parents and students are considered to be an important part of the special education team and their opinions during the decision making process is sought. Classroom placement will be done by following the guidelines of the Michigan Department of Education. The Individualized Educational Program (IEP), whether of a current student or a transfer-in student will be implemented as much as the school is able or an

interim IEP will be developed, agreed upon by the parent until a new IEP is constructed in accordance with the Individuals with Disabilities Educational Improvement Act (IDEA) and State laws and regulations.

DCS will fully comply with all applicable laws and regulations governing students with disabilities as follows:

1. The Academy is responsible for providing a free appropriate public education to students with disabilities as detailed in their IEP.
2. The Academy will ensure that regular Child Finds occur to identify students with disabilities so they can be evaluated by a multidisciplinary team.
3. Once the multidisciplinary team determines that a student needs specially designed instruction, DCS will ensure that the IEP is fully implemented and reviewed annually.

Inclusion or push-in is the preferred method of instructional delivery. At the annual IEP review the inclusion method of deliver versus the pull-out delivery will be reviewed and explained to the parent. Inclusion has the potential of providing the student with a high-quality education by being part of a regular class discussion. Parents are always advised of the potential for each method.

Graduation Requirements

Graduation is a natural progression for students; however, students must qualify to graduate by successfully completing all the Michigan Merit Curriculum. DCS refers to meeting all the requirements of graduation as “Across the Stage.” Some students may not achieve these targets in four years and consequently will require additional time in the summer or another year of school to satisfy graduation requirements. A student may not march “across the stage” unless all the requirements are met.

If a student has decided to discontinue their education at DCS or has aged out of the academic program per the State law, Graduation Alliance is an alternative where they can complete their high school course work with a teacher. Graduation Alliance is not a GED program; the student earns a DCS diploma after completing all the requisite work.

Student Activities

Student government allows peer selected students to formulate rules and regulations and how to administer said rules in a fair and equitable manner.

National Honor Society recognizes those students who have consistently achieved well in their classes. These students usually are also the leaders within the school.

Character Development and Behavior Modification

Students begin in kindergarten to learn the Positive Behavioral Interventions and Supports (PBIS) program. PBIS allows the student to react in a different acceptable way to a situation; it is preventative rather than punitive. As the student matures the characteristics of respect and responsibility will be automatically manifested in the student’s everyday life. There is a direct correlation between a school’s environment and culture and the achievement level of students.

The expected behaviors have to be learned and practiced by students and staff regularly. Gradually they become a natural part of the school culture and expectations. Student achievement, teaching and learning can take place because everyone knows and follows the expectations for good behavior.

We have certified teachers, paraprofessionals, reading coaches, instructional coaches, social workers, art therapist, behavior specialists, and high school advisers to assist students in all subject areas. As Madeline Will states, "...research shows that among school-related factors, teachers matter the most to student achievement."²

² Will, Madeline, (2021, January 6). As Teacher Morale Hits a New Low, Schools Look for Ways to Give Breaks, Restoration. *Education Week*, vol. 40, issues 17), p. 3

SECTION D
CURRICULUM

CURRICULUM
TO BE UPLOADED SEPARATELY

SECTION E

METHODS OF PUPIL ASSESSMENT



Detroit Community Schools

EDUCATION IS POWER

DCS Assessment Methods

Folder #18, Schedule 7e

Background:

Assessment is an integral part of instruction, as it provides a means to determine whether the goals of education are being met. Assessment affects decisions about student grades, student placement and advancement, instructional needs, and effective curriculum. Assessment encourages the educator to ask the following questions:

- “Are students learning what they are supposed to be learning?”
- “Are we teaching what we think we are teaching?”
- “Is there a way to teach the subject more effectively to encourage better learning?”

To that end, the Detroit Community School District utilizes the following grade specific assessment for its students:

Michigan Literacy Progress Profile (MLPP) K-3

Michigan Literacy Progress Profile (MLPP) was designed for the use of educators to determine and document student growth in literacy development. The purpose is to improve the learning opportunities of students. MLPP is administered three times a year in grades kindergarten, first, second, and third.

Brigance Early Childhood Screen III Early 5's

The Brigance Early Childhood Screen III offers developmental screening, assessment, and suggested instructional tools for measuring kindergarten readiness. It also measures delays and giftedness. It can be administered in less than fifteen minutes per child. This screening is done during Spring Round-Up or upon enrollment.

NWEA Grades K-10

NWEA is a computer adaptive tests that allows the teacher to pinpoint the proficiency level of individual students. The test corresponds with the core curriculum requirements of Michigan. This is an opportunity for the teacher to have current information regarding each student. The provided information includes more accurate students' placement, diagnosis of instructional needs and appropriate adjustments, and measurement of students gains across the reporting period. NWEA is administered in the fall, winter, and spring of each school year.

Michigan Student Test of Educational Progress (M-STEP) Grades 3-10

M-Step is a computer-based assessment designed to measure the mastery of students using State Standards curriculum. The State Standards outline what students should know and be able to do



Detroit Community Schools

EDUCATION IS POWER

in the workplace, career education training, and college. M-STEP is combined with classroom work, report cards, local assessments to provide a complete picture of a student's progress and academic achievements. M-STEP is administered in the Spring to grades 3-10.

PSAT Grades 8, 9, 10

The PSAT test is a preliminary SAT/National Merit Scholarship qualifying test. It is a practice test for the SAT in the specific areas of reading, writing, and math. The PSAT is administered in the Spring to grades 8, 9, and 10.

SAT Grade 11

The SAT is a standardized test used to assess a student's readiness for college. It measures literacy, numeracy, and writing skills that will be needed by the successful college student. The SAT is administered in the Spring to grade 11.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Detroit Community Schools

Enrollment Limits

The Academy will offer kindergarten through twelfth grade. The maximum enrollment shall be 1140 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

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

Application and Enrollment Requirements

Detroit Community Schools

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

Detroit Community Schools

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

Detroit Community Schools

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.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the College Board.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS



Detroit Community Schools

EDUCATION IS POWER

AGE OR GRADE RANCE OF PUPILS

Folder #18 Schedule 7h

The Academy will enroll students in Kindergarten through twelfth grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the College Board.

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147:

If a child is not 5 years of age on September 1, but will be five years of age not later than December 1, the parent or legal guardian of that child may enroll the child in kindergarten for the current school year if the parent or legal guardian of that child notifies the school district in writing that he or she intends to enroll the child in kindergarten.

The school district that receives this written notification may make a recommendation to the parent or legal guardian as to whether the child is not ready to enroll in kindergarten due to the child's age or other factors. Regardless of the district recommendation, the parent or legal guardian retains the sole discretion to determine whether or not to enroll the child in kindergarten if the student is five years of age no later than December 1 of the current school year.