

# *BAY MILLS COMMUNITY COLLEGE*

A  
**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS**

ISSUED BY

**BAY MILLS COMMUNITY COLLEGE  
BOARD OF REGENTS (AUTHORIZING  
BODY)**

TO

**DETROIT COMMUNITY SCHOOLS  
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2021

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## **RESOLUTIONS**

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS  
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY

RESOLUTION NO. 12-01

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the policy titled Public School Academy Board of Director Method of Selection dated January 20, 2012, is adopted; and

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

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 20th day of January, 2012, with a vote of   ff   for,        opposed, and        abstaining.

By: 

John Paul Lufkins, Secretary

Dated: January 20, 2012

## Public School Academy Board of Director Method of Selection

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

### Method of Selection and Appointment

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

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

Dated: January 20, 2012

### Length of Term

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

### Number of Directors

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

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

### Qualifications of Members

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

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

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

### Oath of Public Office

Before beginning their service, all members of the Academy's Board of Directors shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be

Dated: January 20, 2012

filed with the College's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

### Removal and Suspension

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

With the approval of the College Board Chair, the College's Director of Charter Schools may suspend an Academy Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would seriously impair the operations of the Academy. Any suspension made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any suspension made under this provision.

### Tenure

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

### Resignation

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

### Board Vacancies

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

### Compensation

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board

Dated: January 20, 2012



Members may be reimbursed for their reasonable expenses incidental to their duties as Academy Board Members.

Dated: January 20, 2012

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS  
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY**

**RESOLUTION NO. 20-08**

**Contract Reauthorization**

**WHEREAS**, the Bay Mills Community College Board of Regents (the "College Board"), as the governing body of a federal tribally-controlled community college, is an authorizing body empowered to authorize and issue contracts to operate public school academies, and to establish the method of selection, length of term, and number of members of a public school academy's Board of Directors; and

**WHEREAS**, on July 1, 2014, the College Board issued to **Detroit Community Schools** (the "Academy") a Contract to Charter a Public School Academy (the "Charter Contract"); and

**WHEREAS**, the Charter Contract will expire on June 30, 2021 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

**WHEREAS**, the College Charter Schools Office has completed its evaluation and assessment of the Academy's operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed five (5) years, beginning July 1, 2021;

**WHEREAS**, in addition to other Revised School Code requirements, the College Board's reauthorization process included consideration of increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria, as the most important factor in the decision of whether or not to issue a new contract to charter a public school academy to the Academy;

**NOW, THEREFORE, BE IT RESOLVED:**

3. The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents ("Contract") to the Academy:
  - d. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
  - e. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Mariah Wanic, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

(3) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and

(4) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.

f. The College Board Designee may agree to a term of Contract not to exceed five (5) academic years and not to extend beyond June 30, 2026.

4. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 19<sup>th</sup> day of June, 2020, with a vote of 6 for, 0 opposed, 1 abstaining, and 2 absent.

By: *&MJr./s*  
Beverly Carrick, Secretary

**CONTRACT TERMS  
AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2021**

**ISSUED BY**

**THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**

**TO**

**DETROIT COMMUNITY SCHOOLS**

**CONFIRMING THE STATUS OF**

**DETROIT COMMUNITY SCHOOLS**

**AS A**

**MICHIGAN PUBLIC SCHOOL ACADEMY**

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

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

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

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

WHEREAS, the Bay Mills Community College Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

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

## **ARTICLE I**

### **DEFINITIONS**

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

- (a) “Academy” means the Michigan nonprofit corporation named Detroit Community Schools which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) “Application” means the public school academy application and supporting documentation submitted to the College Board for the

establishment of the Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.

- (e) "Authorizing Resolution" means Resolution No. 20-08 adopted by the College Board on June 19, 2020.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (h) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) "Conservator" means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.
- (o) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution

and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.

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

- (u) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.
- (v) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means Resolution No. 12-01 adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (aa) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (bb) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (cc) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2021, Issued by the Bay Mills

Community College Board of Regents to Detroit Community Schools Confirming the Status of Detroit Community Schools as a Michigan Public School Academy.”

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

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

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

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

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

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

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD**

Section 2.1. Independent Status of Bay Mills Community College. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board voluntarily exercises additional powers given to the College Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the College Board’s autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as

a public school academy and a nonprofit corporation. The Academy is not a division or part of the College Board or the College. The relationship between the Academy and the College Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the College Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the College Board, or the College. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the College Board or the College shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

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

### **ARTICLE III**

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

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

Section 3.2. College Board as Fiscal Agent for the Academy. The College Board is the fiscal agent for the Academy. As fiscal agent, the College Board assumes no responsibility for the financial condition of the Academy. The College Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the College Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the College Board for the benefit of the Academy. The responsibilities of the College Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.



Section 3.3. Oversight Responsibilities of the College Board. The College Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the College Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of College Board Expenses. The Academy shall pay the College Board an administrative fee to reimburse the College Board for the expenses associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. College Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the College Board. The Academy shall submit a written request to the College Board describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to give express written permission for the acquisition at its next regular meeting.

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

Section 3.7. Code Requirements for College Board to Act as Authorizing Body. The College Board has complied with the requirements of Section 1475 of the Code, MCL 380.1475, and will continue to comply with the Code during the term of this Contract.

Section 3.8. College Board Subject to Open Meetings Act. As required by Section 1475 of the Code, MCL 380.1475, College Board meetings conducted for the purpose of

carrying out or administering any authorizing body function shall be administered in accordance with the Open Meetings Act, MCL 15.261 et seq.

Section 3.9. College Board Authorizing Body Activities Subject to Freedom of Information Act. As required by Section 1475 of the Code, MCL 380.1475, all authorizing body functions performed by the College Board shall be subject to public disclosure in accordance with the Freedom of Information Act, MCL 15.231 et seq.

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.11. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by making a formal request to the College Board in writing at least two years prior to the end of the Contract term. The College Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the College Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the College Board as the most important factor of whether to issue or not issue a new contract. The College Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the College Board may elect, at its sole discretion, not to

consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.12. College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the College Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the College Board determines that the Academy meets the College Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the College Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the College Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

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

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the College Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

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

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

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

mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

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

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

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

## **ARTICLE V**

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

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

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

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

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

## **ARTICLE VI OPERATING**

### **REQUIREMENTS**

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance

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

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

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

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

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

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

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

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

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



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

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

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

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

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the College Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

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

right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

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

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

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

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

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

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

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

(b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.



## **ARTICLE VII TUITION**

### **PROHIBITED**

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

## **ARTICLE VIII COMPLIANCE WITH**

### **APPLICABLE LAWS**

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

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Amendments. The College Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the College Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the College Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the College Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the College Board by the Academy.

Section 9.3. Process for Amendment Initiated by the College Board. The College Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the College Board upon a majority vote of the Academy Board.

Section 9.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the College Board or the CSO Director. If the proposed amendment conflicts with any of the College Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the College Board.

Section 9.5. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the College Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the College Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of College Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

## **ARTICLE X**

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

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures set forth in this Contract;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the College Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;

(g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or

(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the College Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.

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

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

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

If the Department elects not to issue a Pupil Hardship Exemption and the Charter Schools Officer determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Charter Schools Officer may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the College Board approves the Economic

Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

The College Board's revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Office Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Office Director shall present the Academy Board's request for termination to the College Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the College Board shall consider and vote on the proposed termination request. The College Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for College Termination of Contract. The College Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the College Board's action; or (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide notice of the termination to the Academy. If during the period between the College Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

Section 10.6. College Board Procedures for Revoking Contract. The College Board's process for revoking the Contract is as follows:

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

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Office Director, and shall either admit or deny the allegations of non-compliance. If the Academy's

response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Office Director prior to a review of the Academy Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Office Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Office Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

(d) College Board's Contract Reconstitution Provision. The Charter Schools Office Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s).

Reconstitution of the Academy does not restrict the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) Request for Revocation Hearing. The Charter Schools Office Director may initiate a revocation hearing before the College Charter Schools Hearing Panel if the Charter Schools Office Director determines that any of the following has occurred:

- (i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
- (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

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

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

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

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

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

The Charter Schools Office Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

(f) Hearing before the College Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Office Director's request for Contract revocation, and to make a recommendation to the College Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Office Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the College and the Academy. The Charter Schools Office Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Office Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the College Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the College Board.

(g) College Board Decision. If the Hearing Panel's recommendation is submitted to the College Board at least fourteen (14) days before the College Board's next regular meeting, the College Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The College Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The College Board



shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The College Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the College Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.

(h) Effective Date of Revocation. If the College Board votes to revoke the Contract, the revocation shall be effective on the date of the College Board's act of revocation, or at a later date as determined by the College Board.

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of Treasury upon request. The College Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's dissolution account established under Section 10.10 of these Terms and Conditions.

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

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

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Office Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

(b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a decision by the Charter Schools Office Director to suspend the Contract, may be retained by the College Board



for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

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

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

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, in the event that the College President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the College President, after consulting with the College Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The College President shall appoint the Conservator for a definite term which may be extended in writing at his or her discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this section must be presented to the College Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, Academy Board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;

(c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

(d) hire, fire, evaluate and discipline employees of the Academy;

(e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;

(f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and

(g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.10. Academy Dissolution Account. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

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

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

annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

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

- (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages required by the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") for public school academies authorized by university board authorizing bodies:

## **M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS**

### **for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)**

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

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

<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>General or Public Liability (GL)</b>	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse &amp; Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence &amp; \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability.

Must include Corporal Punishment coverage.
Must include Sexual Abuse & Molestation coverage.
Must include Directors' & Officers' coverage.
Must include School Leaders' E&O.
Can be Claims Made or Occurrence form.
If Claims Made, retroactive date must be the same or before date of original College -  PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
\$1,000,000 per occurrence & \$3,000,000 aggregate.
In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

### for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

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

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

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

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

### for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

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

ADDITIONAL RECOMMENDATIONS	
COVERAGE	RECOMMENDATION
<b>Property</b>	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
<b>Cyber Risk Coverage</b>	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
<b>Automobile Physical Damage</b>	Coverage for damage to the owned or used vehicle.
<b>DISCLAIMER:</b>	
By requiring such minimum insurance, the College shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.	

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the College and the College Board on the

insurance policies as an additional insured on insurance coverages listed in (b), (c) and (e) above. The Academy shall have a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

All insurance certificates must accurately reflect the coverage provided under the Academy's policy. Certificate must expressly list or state the coverage for each item specified in the Contract. Policy and corresponding certificates, should reflect an annual expiration date of June 30th to correspond with the Contract, unless a different date provides an economic advantage to the Academy, so long as such date does not create a gap in coverage at any time during the term of the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the College Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office. In the event the Academy fails to purchase the insurance coverage required by this Section 11.2, the College Board may purchase on the Academy's behalf the insurance required under this Section 11.2 and subtract the total cost for placed insurance from the next state school aid payment received by the College Board for forwarding to the Academy.

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

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

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O

	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract</b>
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits
	<b>NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.</b>
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	<b>Can be Claims Made or Occurrence form</b>
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>College must be included as Additional Insured with Primary Coverage</b>
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

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



The College's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College's insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the College Board, the College or any other authorizing body, or to enter into a contract that would bind the College Board or the College. The Academy is also limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the College Board, the College, or any of its Regents, officers, employees, agents or representatives for any matters that arise under this Contract. The College Board and the College do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the College Board or the College, or any of its Regents, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

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

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

payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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

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

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

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

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

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

“Indemnification of Bay Mills Community College. 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, [insert name of Educational Service Provider] 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, [insert the name of Educational Service Provider] 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 [insert the name of Educational Service Provider], or which arise out of the failure of [insert the name of Educational Service Provider] 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 [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement.”

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

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

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available.

Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

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

"Compliance with Section 12.17 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions."

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

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

Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

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

## **ARTICLE XII**

### **GENERAL TERMS**

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

If to the College Board:

President  
Bay Mills Community College  
12214 West Lakeshore Drive  
Brimley, Michigan 49715

If to the Tribal Office:

Tribal Attorney's Office  
Bay Mills Indian Community  
12140 West Lakeshore Drive  
Brimley, Michigan 49715

If to Outside Counsel:

Courtney F. Kissel  
Dykema Gossett PLLC  
201 Townsend Street, Suite 900  
Lansing, Michigan 48933

If to Academy:

Detroit Community Schools  
Academy Board President  
12675 Burt Road  
Detroit, MI 48223

If to Academy Counsel:

James M. Crowley  
Miller Canfield  
150 West Jefferson, Suite 2500  
Detroit, Michigan 48226

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

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

Section 12.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the College Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either the Academy or the College Board.

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 5 years until June 30, 2026, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the College Board, the College and its Board of Regents members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the

College Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the College Board as an authorizing body under Part 6A of the Code, the College Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the College Board, the College and its Board of Regents members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

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

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

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

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

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



Section 12.17. Information Available to the Public.

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

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the College Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

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

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

- (a) sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:
  - (i) for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the College;
  - (ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or



(iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the College.

(b) The terms “education records” and “personally identifiable information” shall have the same meaning as defined in MCL 380.1136.

Section 12.21. Disclosure of Information to Parents and Legal Guardians. Subject to Section 12.23:

(a) Within thirty (30) days after receiving a written request from a student’s parent or legal guardian, the Academy shall disclose without charge to the student’s parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student’s education records.

(b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student’s parent or legal guardian, the Academy shall disclose to a student’s parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy’s disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:

- (i) to the Department or CEPI;
- (ii) to the student’s parent or legal guardian;
- (iii) by the Academy to the College Board, College, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the College;
- (iv) by the Academy to the Academy’s intermediate school district or another intermediate school district providing services to Academy or the Academy’s students pursuant to a written agreement;
- (v) to the Academy by the Academy’s intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the College Board, College, Charter Schools Office;
- (vii) to a person, agency, or organization with written consent from the student’s parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;

- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

(a) Subject to Section 12.23, the Academy shall do all of the following:

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

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

Section 12.23. Confidential Address Restrictions.

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

(b) The term "confidential address" shall have the meaning as defined in MCL 380.1136.

Section 12.24 Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with

the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

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

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

Section 12.27. Academy Emergency Operations Plan. (a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.

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

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

Section 12.29. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first

responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

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


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

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

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

As the designated representative of the Bay Mills Community College Board of Regents,  
I hereby issue this Contract to the Academy on the date set forth above.

BAY MILLS COMMUNITY COLLEGE  
BOARD OF REGENTS

By:  -----  
Mariah Wanic, College Board Designee

Date: July 1, 2021

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

By:  -----  
Its: Board President

Date: July 1, 2021

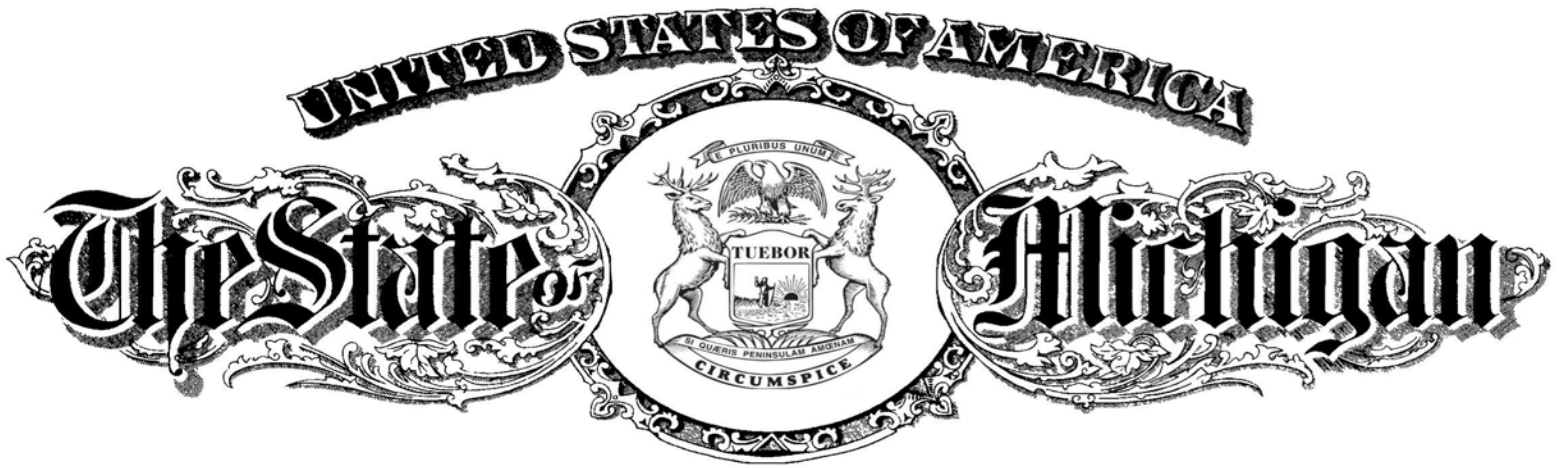
## **CONTRACT SCHEDULES**

### Schedules

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**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**



Department of Licensing and Regulatory Affairs  
Lansing, Michigan

*This is to Certify That*

DETROIT COMMUNITY SCHOOLS, A PUBLIC SCHOOL ACADEMY

was validly Incorporated on May 7 , 1997 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

*This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 21050215406

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 11th day of May , 2021.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU	
Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name	EFFECTIVE DATE:
Address	
City State ZIP Code	

( ; Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

RESTATED ARTICLES OF INCORPORATION  
For use by Domestic Nonprofit Corporations  
(Please read information and instructions on the last page)

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

1. The present name of the corporation is:

beimcr fr&HM<Vd:j )tc){}l\$ A- /Ju.u,e Jehwr

2. The identification number assigned by the Bureau is:

7'f7-q7

3. All former names of the corporation are:

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4. The date of filing the original Articles of Incorporation was:

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

ARTICLE I

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IV!Ue 4/

rne name of the corporation is

ARTICLE II

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

# **RESTATED ARTICLES OF INCOPORATION**

For Use by Domestic Nonprofit Corporation

OF

DETROIT COMMUNITY SCHOOLS  
(A Public School Academy)

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act") being MCL 450.2101 et seq. and Part 6A of the Michigan Revised School Code (the 'Code'), as amended, MCL 380.501 ET SEQ, the undersigned public school academy executes the following Restated Articles of Incorporation:

## ARTICLE I

The name of the public school academy is: Detroit Community Schools. A Public School Academy.

The authorizing body for the academy is the Bay Mills Community College.

## ARTICLE II

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

1. The academy is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code.
2. The academy, including all activities incident to its purposes, shall at all times be conducted so as to be a government entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the Academy shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 if the IRC or by a nonprofit school organized under the laws of the State of Michigan and subject to a contract between the school and its authorizing body allowing the school to operate as a public school academy as authorized under the Code.
3. Additionally, the corporation is organized for the purpose of 1.) improving pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment; 2.) stimulating innovative teaching methods; 3.) creating new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level; 4.) achieving school accountability outcomes by placing full responsibility for performance at the school site level; and 5) providing parents and pupils with greater choices among public schools, both within and outside existing school districts.

The corporation is not now, nor will it be, organized by a church or religious organization, nor have any organizational or contractual affiliation with a church or religious organization, nor will it constitute a church or religious organization.

### ARTICLE III

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

The value of the assets that the academy possesses is:

Real Property: \$9,842,574.

Personal Property: \$3,750,440.

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

1. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
2. Federal Funds
3. Donations
4. Fees and Charges permitted to be charged by public school academies.
5. Other funds lawfully received

### ARTICLE IV

The address of the registered office is: 12675 Burt Road, Detroit, MI 48223

The mailing address of the registered office is: Same

The name of the resident agent at the registered office is: Sharon McPhail

## ARTICLE V

The College Board, or an authorized designee, may, at any time, propose specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revision. The academy board of Directors may delegate to an officer of the Academy the review and negotiation of changes or amendments to the Articles of Incorporation. These Articles of Incorporation shall be amended as requested by the College Board upon a majority vote of the academy's Board of Directors.

## ARTICLE VI

The academy is a government entity.

## ARTICLE VII

No part of the net earnings of the academy shall inure to the benefit of or be distributable to its directors, officers or other private persons, or organizations organized and operate for profit (except that the academy shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the academy shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under Section 115 of the IRC, or comparable provisions of any successor law.

Except as otherwise provided by law, upon the dissolution of the academy, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the academy, dispose of all of the assets of the academy to such other governmental entities who are organized for similar purposes as set forth in Article II. Provided, however, that property acquired substantially with funds appropriated under the State School Aid Act of 1979, Act 94 of the Public Acts of 1979, as amended, shall be transferred to the State of Michigan upon dissolution of the academy.

## ARTICLE VIII

The academy and its incorporators, members of its Board of Directors, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, as amended, being MCL 691.1407.

## ARTICLE IX

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy and Bay Mills Community College, allowing the school to operate as a public school academy. This process is as follows:

The academy, by a majority vote of its Board of Directors, may at any time, propose specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revisions to the Articles of Incorporation. The proposal will be made to the College Board through its designee. The College Board delegates to its President, or the Presidents designee, the review and approval of changes or amendments to the Articles of Incorporation. In the event that the College President or the Presidents designee does not accept a proposed change, the College Board shall consider and vote upon a change proposed by the academy Board of Directors following an opportunity for a written and oral presentation to the College Board by the academy Board of Directors.

## ARTICLE X

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the academy.

ARTICLE XI

The academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualifying under the federal or state constitution, the academy shall not be organized by a church or other religious organization and not have any organizational or contractual affiliation with or constitute a church or other religious organization.

These Restated Articles of Incorporation were duly adopted on the 27 day of June —  
In accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes was cast in favor of these Restated Articles of Incorporation.

Signed this 27 day of June 2014  
By [Signature]

**CONTRACT SCHEDULE 2**

**BYLAWS**

**RESTATED BYLAWS**  
**OF**  
**DETROIT COMMUNITY SCHOOLS [PUBLIC SCHOOL ACADEMY]**

**ARTICLE I**

**NAME**

This organization shall be called Detroit Community Schools [Public School Academy] (the "Academy" or "Corporation").

**ARTICLE II**

**FORM OF CORPORATION**

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

**ARTICLE III**

**OFFICES**

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

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

**ARTICLE IV BOARD OF**

**DIRECTORS**

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

Section 2.     College Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment,

length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Bay Mills Community College Board of Regents (the "College Board").

## ARTICLE V

### MEETINGS

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

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

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

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

Section 4. Manner of Acting. The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of Academy Board members voting in favor of an action is as follows:

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

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

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such



notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

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

## **ARTICLE VI**

### **COMMITTEES**

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

## **ARTICLE VII OFFICERS OF**

### **THE BOARD**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII

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

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

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

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

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

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other Corporation and owned or controlled by this Corporation may be voted at any meeting of security holders of such other Corporation by the President of this Corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this Corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent with respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of this Corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

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

## ARTICLE IX

### INDEMNIFICATION

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

against such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the Corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

## **ARTICLE X**

### **FISCAL YEAR**

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

## **ARTICLE XI**

### **AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the College President or his designee. In the event that a proposed change is not accepted by the College President or his designee, the College Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the College Board by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the College Board or its designee.

## **ARTICLE XI CONTRACT**

### **DEFINITIONS**

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

## **CERTIFICATION**

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an ~~Je~~ open and public meeting, by [unanimous] consent of the Academy Board on the 20 day of June, 2014-

  
Secretary

**CONTRACT SCHEDULE 3**  
**FISCAL AGENT AGREEMENT**

## **SCHEDULE 3**

### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Detroit Community Schools (the "Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, pursuant to the Code and the Contract, the College Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the College Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the College Board or an officer or employee of Bay Mills Community College as designated by the College Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the College Board voluntarily agrees to receive and transfer to the Academy.

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

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.03.

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

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of the Academy's State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.



## ARTICLE III

### STATE DUTIES

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

Section 3.02. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

## ARTICLE IV

### ACADEMY DUTIES

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

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

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

Section 4.04. Repayment of Overpayment and Penalties. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.

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

## **ARTICLE V**

### **RECORDS AND REPORTS**

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

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2021, and annually thereafter, a written report dated as of August 31<sup>st</sup> summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the College Board receives under this Agreement.

## **ARTICLE VI**

### **CONCERNING THE FISCAL AGENT**

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

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

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by Applicable Law or this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

#### Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Bay Mills Community College Board of Regents to Detroit Community Schools.

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

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

Date: **W** *dyl*  
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**CONTRACT SCHEDULE 4**  
**OVERSIGHT AGREEMENT**

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Detroit Community Schools (the "Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, the College Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law,

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

"Agreement" means this Oversight Agreement.

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

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

"Oversight Responsibilities" means the College Board's oversight responsibilities set forth in Section 2.01 of this Agreement.

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

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

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

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the College Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the Charter Schools Office of any periodic financial status reports required of the Academy by the Department of Treasury.

q. Provide copies of notices, reports and plans, including deficit elimination or enhanced deficit elimination plans, to the Charter Schools Office under Section 1220 of the Code.

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

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



## ARTICLE III

### RECORDS AND REPORTS

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

## ARTICLE IV

### MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

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

Section 4.03. Audit and Evaluation. The Academy:

a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

b. shall upon request, provide the Charter Schools Office with copies or access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the Charter Schools Office is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the College is not interested in performing an administrative review or the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.04 shall prohibit the Academy from electing to enter into a contract for an administrative review with the College or an intermediate school district.

## ARTICLE V

### TRANSPARENCY PROVISION

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

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

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Charter Schools Office
11. Copy of curriculum and other educational materials given to the Charter Schools Office
12. Copy of school improvement plan (if required)

13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

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

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

**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

Administrative Assistant/ Event Coordinator to Superintendent.....	5-1
Administrative Assistant.....	5-3
Chief Financial Officer (CFO).....	5-4
Dean of Students K-12 (DoS).....	5-6
Direct of Pupil Accounting and Attendance .....	5-8
Director of Security.....	5-10
Director of Special Education.....	5-11
Director of Maintenance, Buildings, and Grounds .....	5-13
Elementary/Middle School/High School Special Education Teacher .....	5-15
Elementary/Middle School Special Education Teacher .....	5-16
High School Guidance Counselor.....	5-17
High School History Teacher.....	5-18
High School Math Teacher .....	5-19
High School Principal .....	5-20
High School Science Teacher .....	5-21
Human Resources Director .....	5-22
Instructional Leader (Grade K-8; Grade 9-12) .....	5-23
Instructional Coach (Grade K-8; Grade 9-12) .....	5-25
Director of Pupil Accounting and Attendance.....	5-27
K-8 Principal.....	5-29
K-12 Behavior Specialist .....	5-31
K-12 Music Teacher .....	5-32
K-12 Para Professional .....	5-33
K-12 Physical Education Teacher.....	5-34
K-12 Reading Specialist .....	5-35

Middle School Teacher (Grades 7 & 8) .....	5-36
School Social Worker (K-8 and/or high school).....	5-37
Security Officer.....	5-38
Summer School Teacher (Elementary, Middle School, High School) .....	5-39
Superintendent of Schools .....	5-40
Management Agreement.....	5-42



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      Administrative Assistant/Event Coordinator to Superintendent  
Report to:      Superintendent

### **Job Summary**

This job requires confidentiality. This person must be highly organized and meticulous in their work. They must be able to follow directions, but also able to work independently when required. They must be able to multi-task.

### **Duties and Responsibilities**

- To record and distribute School Board minutes; ensuring that information is accurate and timely
- To advertise School Board meeting dates and times
- To organize School Board and other meetings upon request
- To maintain confidential communications amongst a number of different parties depending on the circumstances
- To be the first responder to people wishing to talk to the Superintendent
- To be aware of District rules and procedures; able to explain said rules
- To assist in the distribution of District materials
- To be the point person for events as they pertain to the District
- To be aware of Superintendent's calendar and assist in managing appointments
- Duties as assigned

### **Qualifications**

- Bachelor of Science degree in business related field preferred
- Prior work experience in an educational field
- An effective communicator

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## **Detroit Community Schools**

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12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      Administrative Assistant

Report to:      Department Head Assigned to Work With

### **Job Summary**

This job requires confidentiality. This person must be highly organized and meticulous in their work. They must be able to follow directions, but also able to work independently when required. They must be able to multi-task.

### **Duties and Responsibilities**

To maintain confidential communications amongst a number of different parties depending on the circumstances

To be the first responder to people wishing to talk to the Department head

To be aware of District rules and procedures; able to explain said rules

To assist in the distribution of District materials

To be the point person for events as they pertain to the District

Duties as assigned

### **Qualifications**

High School diploma or GED

Prior work experience in an educational field preferred

An effective communicator

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## **Detroit Community Schools**

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12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      Chief Financial Officer (CFO)

Report to :      Superintendent

### **Job Summary**

The CFO has the responsibility for the entire District to construct a budget that is realistic, accurate, easily understood, and timely. To approve budget expenditures and develop a purchasing process. To prepare, attend, and present month School Board reports. To prepare the annual audit. To conduct all deposits and transfers of monies on behalf of the District.

### **Duties and Responsibilities:**

- To organize the financial operations in a reportable form to the School Board monthly and the Superintendent upon request
- To maintain a general accounting ledger that shows all transactions pertaining to the running and maintenance of the District
- To establish a pay scale for all teachers and staff members that is comparable to other charter school academies in the surrounding area
- To pay all invoices in a timely manner to avoid additional fees and penalties
- To keep accurate and current records of cash flow, investments, and borrowing
- To administer a non-punitive budget control system
- To budget, monitor, and report all Federal, State, or private organization grants
- To prepare all materials for the annual audit
- To provide accurate reports to every agency that legally requests said documents
- To provide financial forecasts as requested by the School Board and/or Superintendent
- To work closely with Midwest Management (MM1)
- To oversee the food service program
- To supervise the Director of Student Accounting
- Duties as Assigned

### **Qualifications:**

- Minimum of a Bachelors degree in Business or Accounting
- Masters Degree or CPA preferred
- Five years professional experience in the areas of: school business office management, accounting, or a related field
- Ability to communicate with students, staff, and parents

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## **Detroit Community Schools**

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12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      Dean of Students K-12 (DoS)  
Reports to:      Superintendent

### **Job Summary:**

The Dean of Students supervises all Behavior Specialists. The K-12 Dean of Students is to support and provide assistance to the Principals, teachers, and para-pros in both academic achievement and maintaining discipline both in the classrooms, hallways, cafeteria, and all areas where students congregate. It is the responsibility of the DoS to become familiar with all students, know their names, and establish a relationship so that students feel comfortable talking to him/her. The DoS will assist Principals in investigating/resolving discipline issues and coordinate parents meetings regarding discipline if asked. The DoS is familiar with the District's discipline policy.

### **Duties and Responsibilities:**

- To encourage all students to obey the rules and to be conscious of their conduct
- To assist all staff members in enforcing the student Code of Conduct: suggesting effective changes where appropriate to the Principals
- To assist Principals in parental contacts as instructed
- To supervise all Behavior Specialists giving assignments that address students who are not in attendance, behavior problems, and to provide the Superintendent with quarterly reports on their conduct
- To provide peer mentoring opportunities and create a team approach with staff members
- To ensure that all student infractions are entered into Power School in a timely manner
- To coordinate with the Director of Student Accounting to track absences/tardies and parental contacts in Power School and a paper log
- To ensure that students who are assigned to In-School Suspension are assigned a mentor and have the appropriate appointments with the school's social worker/counselor
- To ensure that the Athletic Director is informed of any Code of Conduct violations regarding student athletes
- To assist in changing and maintaining the school environment and culture
- To assist the HVAC coordinator; ensuring the HVAC maintenance log is up to date; monthly inspections of all HVAC filters, replacing as necessary
- To do monthly checks as required by State/Federal law of all playgrounds and equipment; maintain appropriate paper work



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To manage the District's transportation fleet; ensure vehicles are properly gassed for events; maintain log for oil changes; maintain log for any issues relating to the vehicles; make appointments for required maintenance

Duties as assigned

### **Qualifications:**

Bachelor's degree in related educational field

Master's degree preferred

Three years work in a school environment

Ability to explain school code and legal documents related to job performance

Ability to interpret and analyze data

Ability to diffuse stressful situations

Ability to show empathy

Proficient oral, listening, and written communication skills

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12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

**Job Title:** Director of Pupil Accounting and Attendance  
**Reports to:** Chief Financial Officer (CFO)

### **Job Summary**

The Director of Pupil Accounting/Attendance is responsible for the planning, implementation and evaluation of pupil personnel and attendance services. The Director will supervise the registration of students, attendance system, accounting, and census functions of the district, as well as assist in student recruitment services. The Director will work closely with the CFO in adhering to the MDE deadlines as it relates to student information, student enrollment, student applications, immunization records and reporting forms required by Wayne RESA, special education graduation data and submission as well as other related duties as assigned. The Coordinator shall also raise the awareness of parents and students regarding the negative impact that absences, tardies, and early dismissals have on the student educational performance.

### **Duties and Responsibilities**

- To manage the pupil accounting process and prepare reports for District
- To prepare, submit, verify, and certify student data submission for required State reports
- To maintain accurate records on pupil accounting and student attendance
- To review completed student applications and forward the application to the appropriate Principal for review and acceptance/rejection
- To record accepted student applications into PowerSchool
- To coordinate and submit all forms required by Wayne RESA
- To submit incoming/outgoing record requests in a timely manner
- To maintain immunization records and reporting
- To coordinate count day procedures
- To . coordinate entry of special education data
- To coordinate graduation data and submissions
- To coordinate MSDS submission
- To collect, review, and file all documents needed for audit

Duties as assigned



# **Detroit Community Schools**

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## **Qualifications**

Bachelor Degree in Business, accounting or related field

Three or more years Pupil Accounting experience

In-depth knowledge of State reporting, Power School, CEPI and MSDS

Effective leadership qualities and personal characteristics necessary for interacting with students, teachers and parents.

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12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      Director of Security  
Report to :      Superintendent

### **Job Summary :**

To ensure the safety of all students, faculty, and staff.

### **Duties and Responsibilities:**

- To establish a relationship with students and staff
- To maintain a written schedule that will ensure the District has 24/7 security coverage
- To ensure there is enough security at all home games and after school events (i.e. proms, parent teacher conference, talents show, etc.)
- If necessary, hire additional security staff for sports events that are highly competitive: may hire from a company or individuals with approval of Superintendent or designee
- To periodically make unannounced inspections to ensure proper coverage
- To ensure that all State/Federal/MDE laws and requirements are followed and documented (includes fire drills, tornado drills, lock downs etc.)
- To maintain a log of dates surveillance equipment is inspected: send log to Director of Maintenance and Chief Financial Officer
- To maintain a log classrooms that have surveillance equipment; indicating the equipment that has audio capabilities
- To periodically walk through the District building to ensure safety and good order
- To respond to critical incidents as appropriate
- To enter critical incidents on the appropriate Critical Incident form (i.e. fights amongst staff, disturbance between adults)
- To report any irregularities or concern to Superintendent or designee
- To be responsive to visitors: explaining policy and procedure if necessary
- To provide guidance in emergency situations i.e. assigning appropriate staff in designated areas
- To answer evening and night surveillance company calls as they occur; inform Superintendent within 24 hours if non-emergency, immediately if an emergency
- To participate in new hire interviews for security positions; participate in disciplinary meetings that involve security
- Other duties as assigned

### **Qualifications:**

- High school diploma or GED
- Dependable
- Professional demeanor
- Self-motivated
- Good communication skills

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12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      Director of Special Education  
Report to:      Principals

### **Job Summary**

This position will: 1. Coordinate and oversee an educational support program for all K-12 district students who require Special education services; 2. Promote an inclusive environment; 3. Provide support for individual Special education students and their learning needs; 4. Coordinate the Special education student's needs with the classroom curriculum; 5. Assist in staff development; 6. Supervise IEP's Section 504's, Title I Funds; 7. Supervise all Special education staff.

### **Duties and Responsibilities**

To provide coordination and guidance in District special education programs and services; including, staff and student classroom assignments as it relates to classroom curriculum and instruction for special education students

To administer all special education services within the State mandated time frames

To assist in professional development that is informative for the entire District staff

To conduct observations, parent conferences, and provide support to staff

To monitor implementation of individual IEP's with the use of classroom observations, teacher, and staff input

To conduct all District IEP team meetings with the appropriate Principal

To have regular interaction with the Principal to keep abreast of special education students' progress including the regular classroom curriculum and the curriculum addressing the student's needs

To administer State required tests with the IEP mandated accommodations

To ensure that all aspects of the special education programs is in compliance with the State and Federal mandates.

Duties as assigned

### **Qualifications**

Valid State of Michigan Special Education Certification

Valid State of Michigan Administrators Certification

Valid State of Michigan teacher certificate

Minimum of five years successful teacher experience; Resource Room preferred

High level of interpersonal skills; verbal and written communication skills

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## **Detroit Community Schools**

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12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      Director of Maintenance, Buildings, and Grounds  
Report to:      Chief Financial Officer

### **Job Summary:**

The Director of Maintenance, Buildings, and Grounds (MBG) maintains all of the Districts properties. Supervises and coordinates the activities of the maintenance workers and custodial staff who are employees of the District. Ensures the prompt reporting of equipment that needs maintenance/repair.. Maintains a log of maintenance/repair issues. Maintains the external appearance of the buildings. It is very important that any requests by teaching staff be addressed promptly.

### **Duties and Responsibilities:**

#### **Daily:**

1. Hourly walk through the hallways, restrooms, cafeteria, and all office areas identifying cleaning and repair issues
2. Ensure that all restrooms and teachers' lounge have enough toilet paper, paper towels, soap etc. This should be checked in morning and afternoon
3. Walk through the outside area of the school building and pick up trash and empty trash cans
4. Each morning monitor the cleaning company according to their contract. Address any issues with the shift supervisor or the CFO
5. Help the janitorial staff clean up the cafeteria after meals and assist with sweeping the hallways; the hallways should be litter free
6. Record all repair requests into the online reporting system
7. Schedule all repairs
8. Create and maintain a work schedule for all maintenance/janitorial employees
9. Create a project schedule with timelines for completion of work
10. Ensure that district bus and vans are clean and orderly
11. Ensure that signage at school entrances are hanging properly

#### **Weekly:**

1. Make random sight visit after 6 p.m. to confirm that the contracted cleaning company is fulfilling their contract
2. Ensure that all pest control issues are recorded in the Integrated Pest (IPM) binder in the District Office
3. Contact Waste Management if dumpsters are not emptied according to the schedule
4. Ensure that weekend security staff mows the lawns or removes snow during the appropriate seasons



## **Detroit Community Schools**

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5. At least twice a week walk the outside grounds to ensure that trash is picked up and cleanliness is maintained

### **Monthly:**

1. Review the contracted cleaning company's invoices and confirm that cleaning was done for each listed day on the invoice. Prepare a Blue Sheet with the approved invoice to the Business office
2. Ensure the Rose Pest Solutions follows up on each reported pest problem during his monthly visit
3. Ensure that the reporting staff member is given a status update when the the Rose technician ends his visit
4. Review and approve Rose Pest Solutions monthly invoice, supplemental invoices for extra charges (raccoon removal, bed bug treatments, etc) and forward documents to the Business Office
5. Prepare a monthly report of all maintenance issues and the resolution/status of each

### **Annually/As Needed:**

1. Responsible for enforcing all State/Federal safety standards
2. Ensure all staff under his/her supervision have completed all required health/safety training
3. Follows all safety standards and training guidelines in performance of duty
4. Ensure that all staff have required keys for their classrooms/offices/restrooms, etc. Promptly purchase additional keys as required following purchasing protocol. Ensure Security has copy of each key.
5. Assist Security in maintaining the safety of the buildings
6. Maintain a schedule of events posted by the Principals that will require set up and take down of different rooms/hallways
7. Be familiar with all cleaning equipment
8. Order and maintain suitable supplies, tools, and equipment
9. Promptly report to your Supervisor any major repairs or safety issues
10. Assign all parking spaces for District staff
11. Ensure that all supplies are ordered in a timely manner
12. Ensure that things are fixed or repaired promptly
13. Maintain log for all maintenance repairs
14. Other duties as assigned

### **Qualifications:**

High school diploma or GED

Valid State of Michigan drivers license

Physical ability to kneel, crawl, bend, stoop, climb, push, pull, and lift heavy objects (not over 100 pounds)

Updated 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      Elementary/Middle School/High School Special Education Teacher  
Report To:      Director of Special Education

### **Job Summary:**

The elementary/middle/high school special education teacher will teach the appropriate subject materials to those students who have been identified with IEP's or 504 accommodations. This teacher will work in close conjunction with the regular classroom teacher in the delivery of instructional information.

### **Duties and Responsibilities:**

- To manage all special education student case load
- To ensure that direct services are provided to appropriately identified special education students
- To keep accurate attendance records, lesson plans, and delivery of services for students with IEP's
- To maintain contact with parents on their caseload and schedule conferences as needed
- To assist the general education teacher
- To keep IEP's up to date with academic activities
- To attend all IEP and 504 meeting
- To work with the Special Education Director
- Duties as assigned

### **Qualifications:**

- Valid Michigan special education teaching certification
- Be able to establish positive relationships with parents, students, teachers

Updated 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      Elementary/Middle School Special Education Teacher  
Report To:      Director of Special Education

### **Job Summary**

The elementary/middle school special education teacher will teach the appropriate subject materials to those students who have been identified with IEP's or 504 accommodations. This teacher will work in close conjunction with the regular classroom teacher in the delivery of instructional information.

### **Duties and Responsibilities**

- To manage all special education student case load
- To ensure that direct services are provided to appropriately identified special education students
- To ensure that attendance, reports, and appropriate services are being provided
- To conduct conferences with parents and general education teachers on their case load
- To be available to special education families as needed
- To maintain caseload information and IEP master calendar
- To complete IEP progress reports for each student
- To attend meetings as they relate to their case load
- To communicate with general education teacher in relationship to their students
- Duties as assigned

### **Qualifications**

- Valid Michigan Special Education teaching certification
- Ability to establish relationships with students, staff, and parents
- Extensive interpersonal verbal and written communication skills



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      High School Guidance Counselor

Report to:      Principal

### **Job Summary:**

High school counselors have the opportunity to help the students they advise. The counselors are responsible for preparing students to make choices that will help them to be productive in high school as well as after graduation as they move into the work force.

### **Duties and Responsibilities:**

- To advocate for students and to assist them in their educational goals
- To introduce students to universities, community colleges, vocational schools in order to create partnerships for learning opportunities
- To create a 4-year plan for each student; review with student
- To audit student transcripts to ensure that student is on track for graduation
- To keep accurate records related to students' grades, attendance, tardies
- To keep accurate records of interviews with students and/or parents
- To assist students in completing FAFSA documentations
- To assist students in applying for college scholarships
- To encourage students when they become frustrated with life and their personal issues
- To assist students in establishing realistic goals for their lives
- Duties as assigned

### **Qualifications:**

- Valid Michigan certification for high school guidance counselor
- Three years experience working with high school students
- Familiar with requirements of colleges, community colleges, vocational schools
- Strong oral and written communication skills

Updated 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      High School History Teacher  
Report to:      Principal

### **Job Summary**

The high school history teacher enhances the foundation of world, national, State, and local history that students have learned in earlier grades. The teacher assists students in thinking critically about historical events. History related classes are the following: American History, World History, Civics, Economics, and general social studeis.

### **Duties and Responsibilities**

- To create lesson plans for multiple grade level classes in a timely manner
- To align lesson plans with State of Micigan's Common Core guidelines
- To plan appropriate field trips
- To keep accurate and current attendance, progress reports, and grades
- To enforce and maintain school policies and conduct
- Duties as assigned

### **Qualifications**

- Valid Michigan teaching certificate in all areas of History
- Ability to establish relationships with students, staff, and parents
- Extensive interpersonal verbal and written communication skills





## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      High School Math Teacher  
Report to:      Principal

### **Job Summary**

The high school math teacher enhances the foundation of math that has been taught in prior grades. The teacher assists students in critical mathematical thinking advancing into the areas of algebra, geometry, trigonometry, statistics, and pre-calculus

### **Duties and Responsibilities**

- To create lesson plans for multiple grade level classes in a timely manner
- To align lesson plans with State of Michigan's Common Core guidelines
- To keep accurate and current attendance, progress reports, and grades
- To enforce and maintain school policies and conduct
- Duties as assigned

### **Qualifications**

- Valid Michigan teaching certificate in all areas of High School Math
- Ability to establish relationships with students, staff, and parents
- Extensive interpersonal verbal and written communication skills



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, MI 48223      313 537-3570      313 537-6904 (fax)

Job Title :      High School Principal

Report to :      Superintendent

### **Job Summary :**

The high school principal manages the entire academic operation of the high school. The principal provides instructional leadership within the building and manages academic programs in accordance with the overall mission of the school. The high school principal provides direction in the development, implementation, coordination and administration of the District's high school programming. The principal ensures that the instructional and support staff receives quality professional development.

### **Duties and Responsibilities:**

- To work under the supervision of the Superintendent
- To be responsible for managing the operation of the school in continuously meeting its goals and objectives
- To establish departments and coordinate committee meetings
- To create and organize the Master Schedule
- To evaluate staff performance on a regular basis, to supervise student behavior, to ensure the academic programs are thriving
- To administer school-wide activities that stay within the established budget
- To monitor the curriculum as it pertains to graduation requirements and success
- To monitor a school environment that is conducive to learning and student success
- To ensure the availability of remedial programming
- To interact with students, parents, teachers, and other staff members
- To create an environment that is data driven in decision making
- Duties as assigned

### **Qualifications:**

- Valid State Administrator's Certification
- Five years of secondary teaching experience
- Preferred three years experience in an administrative position
- Demonstrate an understanding of the State and federal standards
- Familiar with Special Education rules and regulations
- Excellent written and oral communication skills

Updated 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      High School Science Teacher  
Report to:      Principal

### **Job Summary**

The high school science teacher enhances the foundation of science that has been taught in prior grades. The teacher assists students by using hands-on experiments when appropriate to better understand scientific principles.

### **Duties and Responsibilities**

- To create lesson plans for multiple grade level classes in a timely manner
- To align lesson plans with State of Michigan's Common Core guidelines
- To keep accurate and current attendance, progress reports, and grades
- To keep an accurate inventory of science equipment and order/replace as necessary
- To instruct students in the proper use of equipment
- To enforce and maintain school policies and conduct
- Duties as assigned

### **Qualifications**

- Valid Michigan teaching certificate in all areas of endorsement
- Ability to establish relationships with students, staff, and parents
- Extensive interpersonal verbal and written communication skills



# **Detroit Community Schools**

EDUCATION IS POWER

Job Title: Human Resources Director

Report to: Superintendent

## **Job Summary:**

The Human Resources Director is to implement HR programs and policies and manage employee relations as they relate to the District. The HR Director recruits and recommends for hire employees. The HR Director works together with the building Principals to strengthen the relationship between employee and District. This position is considered part of the Executive team.

## **Duties and Responsibilities:**

- To manage the timely recruitment of District staff so vacancies are at a minimum
- To post positions as they become available by means of: job posting boards, job fairs, social media
- To be the first line of contact for screening potential position candidates
- To set up interviews with appropriate staff
- To manage compliance with labor laws and proper certification of staff members
- To manage compensation and benefits of employees
- To conduct new employee orientation with building Principals
- To manage risk management work functions and assist in developing healthy and safety programming for staff
- To annually review the Employee Handbook and suggest updates as needed
- To ensure that employee evaluations are done in a timely manner
- To complete bimonthly employee payroll matters
- To monitor employee attendance procedures
- To update accurate employee job descriptions
- Duties as assigned

## **Qualifications:**

- Bachelor of Science degree in Business or related field
- 5 years' experience in job related field

Updated 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title:      Instructional Leader (Grade K-8; Grade 9-12)

Reports To:      Appropriate Principal

### **Job Summary:**

The Instructional Leader assists the Principal in making instruction pertinent, timely, effective, and of the highest quality. The Instructional Leader's time should focus on the effectiveness of classroom instruction, modeling this effectiveness for teachers, providing valid and timely feedback to teachers, and assisting the Principals in doing timely preliminary evaluations of teachers. The Instructional Leader provides support and encouragement to the classroom teacher and paraprofessionals

### **Duties and Responsibilities:**

- Assist the Principal in facilitating effective instruction
- Assist the Principal in mentoring instructional staff
- Assist the Principal in supervising instructional staff, including modeling the delivery of lessons and classroom management techniques
- Assist the Principal in aligning and developing curriculum, instruction, assessment, and teaching to the core curriculum
- Assist the Principal in assuring the delivery of data driven instruction, including discussions regarding student performance
- Assist the Principal in the interpretation of test scores and other pertinent data that will assist teachers in focusing the delivery of their lessons
- Assist the teachers in developing performance goals and objectives that will be used as an evaluative tool
- Assist the Principal in implementing, monitoring, and documenting accountability measures for all staff
- Assist the teachers by providing timely feedback from classroom observations
- Maintain visibility within the school
- Keep abreast of instructional methodologies and practices
- Assist the Principal in organizing and conducting staff meetings, parent meetings, and other meetings as requested
- Other duties as assigned



## **Detroit Community Schools**

EDUCATION IS POWER

### **Knowledge, Abilities, and Skills:**

- Knowledge of instructional strategies based on current proven data
- Ability to work with others
- Ability to develop and adhere to various schedules
- Clear understanding of State Standards
- Demonstrate clear verbal and written communication skills
- Ability to problem solve
- Ability to work independently

### **Qualifications:**

- State of Michigan Teachers Certificate
- Master's degree in the education field
- Minimum of five (5) years teaching experience in the grade levels they are applying for
- Successful passing of Criminal Background Check

Updated 10/2020

**Job Title:**           **Instructional Coach**  
                             **Grade K-8; Grade 9-12**

**Reports To:**       **K-8 Principal**  
                             **9-12 Principal**

**Job Summary:**

- The Instructional Leader assists the Principal in making instruction pertinent, timely, effective, and of the highest quality.
- The Instructional Leader's time should focus on the effectiveness of classroom instruction, modeling this effectiveness for teachers, providing valid and timely feedback to teachers, and assisting the Principals in doing timely preliminary evaluations of teachers.
- The Instructional Leader provides support and encouragement to the classroom teacher and paraprofessionals

**Duties and Responsibilities:**

- Assist the Principal in facilitating effective instruction
- Assist the Principal in mentoring instructional staff
- Assist the Principal in supervising instructional staff, including modeling the delivery of lessons and classroom management techniques
- Assist the Principal in aligning and developing curriculum, instruction, assessment, and teaching to the core curriculum
- Assist the Principal in assuring the delivery of data driven instruction, including discussions regarding student performance
- Assist the Principal in the interpretation of test scores and other pertinent data that will assist teachers in focusing the delivery of their lessons
- Assist the teachers in developing performance goals and objectives that will be used as an evaluative tool
- Assist the Principal in implementing, monitoring, and documenting accountability measures for all staff
- Assist the teachers by providing timely feedback from classroom observations
- Maintain visibility within the school
- Keep abreast of instructional methodologies and practices
- Assist the Principal in organizing and conducting staff meetings, parent meetings, and other meetings as requested
- Other duties as assigned

**Knowledge, Abilities, and Skills:**

- Knowledge of instructional strategies based on current proven data
- Ability to work with others
- Ability to develop and adhere to various schedules
- Clear understanding of State Standards
- Demonstrate clear verbal and written communication skills
- Ability to problem solve
- Ability to work independently

**Qualifications:**

- State of Michigan Teachers Certificate
- Master's degree in the education field
- Minimum of five (5) years teaching experience in the grade levels they are applying for
- Successful passing of Criminal Background Check

Revised 10/2020







## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

**Job Title:** Director of Pupil Accounting and Attendance  
**Reports to:** Chief Financial Officer (CFO)

### **Job Summary**

The Director of Pupil Accounting/Attendance is responsible for the planning, implementation and evaluation of pupil personnel and attendances services. The Director will supervise the registration of students, attendance system, accounting, and census functions of the district, as well as assist in student recruitment services. The Director will work closely with the CFO in adhering to the MDE deadlines as it relates to student information, student enrollment, student applications, immunization records and reporting forms required by Wayne RESA, special education graduation data and submission as well as other related duties as assigned. The Coordinator shall also raise the awareness of parents and students regarding the negative impact that absences, tardies, and early dismissals have on the student educational performance.

### **Duties and Responsibilities**

- To manage the pupil accounting process and prepare reports for District
- To prepare, submit, verify, and certify student data submission for required State reports
- To maintain accurate records on pupil accounting and student attendance
- To review completed student applications and forward the application to the appropriate Principal for review and acceptance/rejection
- To record accepted student applications into PowerSchool
- To coordinate and submit all forms required by Wayne RESA
- To submit incoming/outgoing record requests in a timely manner
- To maintain immunization records and reporting
- To coordinate count day procedures
- To . coordinate entry of special education data
- To coordinate graduation data and submissions
- To coordinate MSDS submission
- To collect, review, and file all documents needed for audit

Duties as assigned



# **Detroit Community Schools**

EDUCATION IS POWER

## **Qualifications**

Bachelor Degree in Business, accounting or related field

Three or more years Pupil Accounting experience

In-depth knowledge of State reporting, Power School, CEPI and MSDS

Effective leadership qualities and personal characteristics necessary for interacting with students, teachers and parents.



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, MI 48223      313 537-3570      313 537-6904 (fax)

Job Title :      K-8 Principal  
Report to :      Superintendent

### **Job Summary :**

The K-8 Principal manages the entire academic operation of the elementary and middle school buildings.. The principal provides instructional leadership within the building and manages academic programs in accordance with the overall mission of the school. The K-8 Principal provides direction in the development, implementation, coordinations, and administration of the District's elementary and middle school programming. The principal ensures that the instructional and support staff receives quality professional development.

### **Duties and Responsibilities:**

- To work under the supervision of the Superintendent
- To be responsible for managing the operation of the school in continuously meeting the District's goals and objectives
- To facilitate grade band meetings
- To assign teachers, staff, and students to grades and classrooms
- To evaluate staff performance on a regular basis, to supervise student behavior, to ensure the academic programs are thriving
- To administer school-wide activities that stay within the established budget
- To monitor the curriculum to ensure it stays valid and current
- To monitor a school environment that is conducive to learning and student success
- To ensure the availability of remedial programming
- To interact with students, parents, teachers, and other staff members
- To create an environment that is data driven in decision making
- Duties as assigned

### **Qualifications:**

- Valid State Administrator's Certification
- Five years of elementary/middle school teaching experience
- Preferred three years experience in an administrative position
- Demonstrate an understanding of the State and federal standards
- Familiar with Special Education rules and regulations
- Excellent written and oral communication skills

Updated 2/2021



# **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd

Detroit, Mi 48223

313 537-3570

313 537-6904 (fax)



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      K-12 Behavior Specialist  
Report to:      Dean of Students/Principals

### **Job Summary:**

The Behavior Specialist addresses students attendance and tardiness issues, classroom, playground, and hallway behaviors.

### **Duties and Responsibilities:**

- To work cooperatively with classroom teachers in identifying those students who have behavior issues that negatively impact the class instruction time
- To intervene with classroom, hallway, cafeteria, playground disturbances
- To demonstrate to students a better way to settle differences
- To communicate to staff when students communicate particular issues that negatively impact their ability to learn
- To develop strong relationships with students
- To keep a comprehensive log of all student related activities
- To submit to PowerSchool all reports dealing with student contacts
- To assist in In School Suspension classroom as needed/requested
- Duties as assigned

### **Qualifications:**

- Bachelor degree preferred
- High school or GED
- Strong oral and written communication skills

Updated 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      K-12 Music Teacher  
Report to:      Principals

### **Job Summary**

Music teachers foster an appreciation of all types of music. They assist students in developing musical skills by teaching them to read music, to use their voices, and to play various instruments. They provide opportunities for students to perform in concerts and small recitals.

### **Duties and Responsibilities**

- To create lesson plans for multiple grade level classes in a timely manner
- To align lesson plans with State of Michigan's Common Core guidelines
- To assess pupils' musical progress
- To maintain inventory of instructional materials and equipment
- To keep accurate and current attendance, progress reports, and grades
- To conduct fund raising activities as necessary to purchase uniforms, etc.
- Duties as assigned manage all special education student case load

### **Qualifications**

- Valid Michigan teaching certificate in Music Education
- Ability to establish relationships with students, staff, and parents
- Extensive interpersonal verbal and written communication skills



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      K-12 Para Professional  
Report to :      Principal

### **Job Summary :**

Paraprofessionals work with students to provide supplemental and remedial instruction, and to assist the general education teacher. Students may be helped in small groups or individually, pulled out of class for additional instruction or the para professional pushes into the classroom. The paraprofessional also assists with classroom management and is an important part of the classroom team.

### **Duties and Responsibilities:**

- To provide remedial assignments under the direction of the classroom teacher
- To assist in monitoring students' progress in the academic classroom
- To assist the classroom teacher in managing the classroom
- To report back to the general education teacher on the progress assigned students are making
- To provide additional instruction under the direction of the classroom teacher
- To create relationships with students that will help them achieve
- To keep accurate records of their time with students
- To assist when a substitute is assigned to the classroom
- Duties as assigned

### **Qualifications:**

- Minimum of 60 credit hours of college approved credit or passing Work Keys test
- High school diploma or GED

Updated 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      K-12 Physical Education Teacher  
Report to:      Principal

### **Job Summary**

The physical education (PE) teacher promotes an attitude of health and physical fitness. Displays the good qualities of teamwork and good sportsmanship. Maintains the gym area and all equipment.

### **Duties and Responsibilities**

- To create lesson plans for multiple grade level classes in a timely manner
- To align lesson plans with State of Michigan's Common Core guidelines
- To maintain inventory of PE materials and equipment
- To recommend the replacement of/ordering new equipment
- To instruct students in fitness and healthy lifestyles
- To keep accurate and current attendance, progress reports, and grades
- To conduct fund raising activities as necessary to purchase uniforms, etc.
- To regularly attend school sponsored athletic events
- Duties as assigned

### **Qualifications**

- Valid Michigan teaching certificate in K-8; 9-12 Physical Education
- Certification in First Aid/CPR
- Ability to establish relationships with students, staff, and parents
- Extensive interpersonal verbal and written communication skills





## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title :      K-12 Reading Specialist  
Report to :      Principal

### **Job Summary :**

The reading specialist is responsible for planning, coordinating, and implementing reading strategies that will create fluent, comprehensive readers.

### **Duties and Responsibilities:**

- To provide supplemental reading instruction to those students who are struggling and reading below grade level
- To provide additional reading instruction to third grade students particularly
- To assist the general education teachers in implementing reading and comprehension strategies that will make a fluent reader
- To review assessment scores to create appropriate strategies of success
- Duties as assigned

### **Qualifications:**

- Bachelor's degree in education
- Master's degree preferred
- Valid State teaching certificate
- Two years prior teaching experience

Updated 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)

Job Title:      Middle School Teacher (Grades 7 & 8)  
Report to:      Principal

### **Job Summary**

The middle school teacher is assisting students as they begin their first year of transitioning among classrooms and having different subject teachers. The teacher has to be willing to help the students adjust to the different teaching styles of each subject teacher.

### **Duties and Responsibilities**

- To create lesson plans for multiple grade level classes in a timely manner
- To align lesson plans with State of Michigan's Common Core guidelines
- To keep accurate and current attendance, progress reports, and grades
- To keep an accurate inventory of science equipment and order/replace as necessary (if science teacher)
- To instruct students in the proper use of equipment that may be used in projects
- To instruct students to work effectively in groups
- To enforce and maintain school policies and conduct
- Duties as assigned

### **Qualifications**

- Valid Michigan teaching certificate in all areas of endorsement
- Ability to establish relationships with students, staff, and parents
- Extensive interpersonal verbal and written communication skills



## **Detroit Community Schools**

EDUCATION IS POWER

**12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)**

Job Title :      School Social Worker (K-8 and/or high school)  
Report to:      Principals

### **Job Summary:**

The school social worker assists students who are troubled and experiencing difficulties, providing the student and families necessary resources to find solutions for their problems. They also assist students in techniques of being a good academic student.

### **Duties and Responsibilities:**

- To counsel students regarding their behavior, academic progress, mental/physical complaints and arranging needed services
- To consult with parents, teachers so problems with truancy, absences, discipline can be rectified in a timely manner
- To address any legal issues the student may be having
- To provide information regarding support services that would be helpful to the students and their families
- To lead small group counseling sessions if appropriate
- To maintain case history records and reports
- Other duties as assigned

### **Qualifications:**

- Michigan State certification in Social Work
- State of Michigan Social Worker License
- 3 years experience in a school environment
- Knowledge of State/Federal laws and regulations as they pertain to student welfare

Update 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

**12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)**

Job Title :      Security Officer  
Report to :      Director of Security

### **Job Summary :**

The role of Security Officer of the school district is to ensure the safety of students, staff, and others who are on the District property.

### **Duties and Responsibilities:**

- To ensure there are security systems in place for the protection of students, staff, and visitors
- To be aware of student discipline issues
- To be aware of classroom issues
- To establish relationships with students and staff
- To conduct investigations at the direction of the Director of Security
- To provide protection to students, staff, and visitors
- To advise administration of security breaches
- To ensure that all State and federal laws and regulations are obeyed
- Duties as assigned

### **Qualifications:**

- High school diploma or GED
- Preferred experience as a police officer
- Able to pass the background check

Updated 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

**12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)**

Job Title :      Summer School Teacher (Elementary, Middle School, High School)  
Report to :      Principal

### **Job Summary**

To instruct students in either English language and literature at the elementary, middle school, or high school levels determined by their certification.

To instruct students in mathematical concepts as determined by the students' deficiency levels and the certification of the teacher.

The summer school day: 8:00 a.m. -12:30 p.m.

### **Duties and Responsibilities**

- To instruct students at the appropriate grade level and assigned subject as determined by the Principal and teacher's certification
- To offer rigorous curriculum aligning with the State of Michigan Common Core
- To plan field trips if appropriate for the subject area
- To assess pupils' progress and keep accurate records
- To maintain an accurate inventory of instructional materials, aids, and equipment
- To maintain attendance records
- Duties as assigned

### **Qualifications:**

- Valid Michigan teacher certificate in appropriate grade and subject area
- Ability to communicate with students, staff, and parents
- Excellent written and verbal communication skills

Updated 2/2021



## **Detroit Community Schools**

EDUCATION IS POWER

**12675 Burt Rd      Detroit, Mi 48223      313 537-3570      313 537-6904 (fax)**

Job Title :      Superintendent of Schools  
Reports to :      School Board

### **Job Summary :**

The Superintendent of Schools serves as the highest executive/administrator of the District and reports directly to the School Board. The Superintendent is responsible for ensuring that the school provides quality education in a safe environment and adheres to the guidelines established by Federal and State mandate and functions with the annual budget established by the School Board. The School Superintendent drafts policies that govern the operation of the school and assure an orderly distribution of services. The Superintendent sets goals for the school with the assistance of the School Board at their annual planning seminar. The Superintendent provides the administrative leadership to all school personnel in achieving the goals and objectives of the District.

### **Duties and Responsibilities:**

- To supervise the daily operations of the District
- To develop and implement the short and long range District goals
- To assist the School Board in creating a vision for the District
- To assist the School Board in setting measurable goals and objectives for the District
- To work in conjunction with the School Board
- To serve as the District representative in all matters or appoint said person
- To supervise the Principals with the purpose of serving the needs of the students in meeting the District goals
- To supervise all District staff at all levels of employment
- To support the teachers and staff members in serving the students
- To manage fiscal operations
- To make/approve all decisions about educational programs
- To approve all expenditures
- To approve all staff hiring
- To approve all capital outlay for building improvements
- To be responsive to all the stakeholders of the district (parents, community, staff, advocates)
- To make data driven decisions based on what is best for the students
- To maintain a clear focus on student achievement
- To put resources in place that will enhance student achievement



## **Detroit Community Schools**

EDUCATION IS POWER

### **Qualifications:**

- Masters degree or higher in the educational field or educational leadership
- Five years experience as an administrator in education
- Excellent written and oral communication skills
- Knowledge of State and Federal laws pertaining to education

Update 2/2021

## RESTATEDINDEPENDENTCONTRACTORAGREEMENT

TIDS RESTATED INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is effective as of December 1, 2018, 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 July 1, 2014, the Academy and MM1 entered into a certain Independent Contractor Agreement (the "Original Agreement");

WHEREAS, on June 30, 2018, the Academy and MM1 executed an amendment to the Original Agreement to provide for an additional term of one year, from the extension expiration date of June 30, 2018; and

WHEREAS, the Academy and MM1, each acknowledging the benefit to the services received by the Academy and provided by MM1, desire to enter into this Agreement and restate their understanding with respect to the relationship between them, the scope of their relationship and the limitations on the relationship between the parties.

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

1. **Engagement.** The Academy hereby engages MM1 and MM1 accepts such engagement to serve as an independent contractor to provide the services set forth in this Agreement for the consideration and upon the terms and conditions set forth in this Agreement.

2. **Relationship.** The relationship between the Academy and MM1 shall be that of independent contracting parties, and neither party shall be an agent of the other. No provision of this Agreement shall interfere with the Board's exercise of its statutory, contractual and fiduciary responsibilities to governing the operations of the Academy. No provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act. MM1 shall be self-directed in its activities (provided MM1 shall abide by the Academy Board of Directors' ("Board") direction and the terms of this Agreement). MM1 shall determine its own methods and manner for performing the services to be performed under this Agreement within the overall policies and budgets established by the Academy, as the same may be amended by the Academy from time to time. MM1 shall remain solely responsible for determining the means and methods of performing services under this Agreement. MM1 shall at no time represent itself to be an employee, servant, or agent of the Academy. MM1 agrees to contract to the Academy and the Academy agrees to contract from MM1, the Worksite Employees in accordance with the terms and conditions set forth in this Agreement. "Worksite Employees" means all persons employed, contracted or assigned to fulfill the Academy worksite job positions set forth in Schedule 5 of the



Contract dated July 1, 2014 issued by the Bay Mills Community College Board of Regents to Detroit Community Schools, as amended (the "Charter Agreement"). Worksite Employees provided to the Academy by MM1 shall be and remain employees of MM1 during the term of this Agreement and shall be directly accountable to MM1. Worksite Employees provided to the Academy by MM1 shall not be considered to be employees of the Academy for any purpose. MM1 and its Worksite Employees shall be considered agents for the Academy solely for purposes of compliance with the Family Educational Rights and Privacy Act, as amended. The Academy agrees to define "school official" in the Academy's annual notification of rights under 20 U.S.C. § 1232g, 34 C.F.R. § 99, the Family Educational Rights and Privacy Act ("FERPA") to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of personally-identifiable information from education records, and who is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and disclosure of personally identifiable information from education records.

3. Academy Board Due Diligence. Prior to executing this Agreement, the Board acknowledges and agrees that it has performed sufficient due diligence to establish that MM1 and its key personnel have the appropriate financial resources, educational background, and managerial experience to provide the contracted services, and has obtained sufficient information to conclude that this Agreement is in the best financial and educational interest of the Academy.

The Board acknowledges and agrees that the Board members, Academy employees (if any), and their respective spouses and immediate family members do not have any direct or indirect ownership, employment, contractual or management interest in MM1, and further acknowledge and agree that the relationship between the Academy and MM1 shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Charter Agreement.

4. Taxes. Workers' Compensation Insurance and Other Expenses.

- a) MM1 shall be solely responsible for paying all of its own taxes, including Federal and State Income Taxes, FICA, FUTA, Workers' Compensation, Unemployment and Single Business taxes to the extent that any or all of the foregoing are applicable. MM1 shall defend, indemnify and hold harmless the Academy from and against any losses, assessments, taxes, costs, penalties, interest, premiums and attorneys' fees incurred by the Academy (a) related to any failure by MM1 and/or its Worksite Employees to pay federal, state or local income, social security, worker's compensation, unemployment compensation or other taxes or premiums (including estimated tax payments) and/or file returns in connection therewith, and/or (b) due to the determination by the federal, state or local government to classify one or more of MM1's Worksite Employees as an employee of the Academy. Should such classification occur, the Academy shall have the option, but shall not be required, to pay any resulting tax and/or premium obligations and offset such payments against amount coming due and owing to MM1 under this Agreement. MM1 shall acquire, as required by law, workers' compensation

insurance for itself, its Worksite Employees or agents and shall defend, indemnify and hold harmless the Academy from and against any claim for workers' compensation brought by or on account of MM1 or by any of its employees and/or agents. MM1 agrees it will make all payments for benefits, salaries, workers' compensation, unemployment compensation and liability insurance for its Worksite Employees subject to the Academy's payment obligations set forth in paragraph 13 of this Agreement.

- b) MM1 or its Worksite Employees shall not be entitled to participate in any of the Academy's retirement programs or fringe benefits and, unless otherwise agreed to by the Academy, MM1 Worksite Employees shall be required to pay for their own professional dues, seminars, convention costs and any other business related expense.

5. Annual Budget: Presentation of Budget Revenues and Expenditures. The Board shall be responsible for preparation of a proposed annual budget and for determining the budget reserve amount included as part of the Academy's annual budget. The Board is also responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount. On or before July 1st of each year, the Board shall approve an annual budget that complies with the Charter Agreement and applicable law.

MM1 shall present to the Board, on a frequency established by the Board, a detail of Board approved budget to actual revenues and expenditures with an explanation of variances. MM1 shall present to the Board, on a frequency determined by the Board, a detailed schedule of expenditures at object level detail for review and approval by the Board. The foregoing presentations shall be in a form and format acceptable to the Board and must be provided to all Board members no less than three (3) working days prior to the Board meeting at which the information will be considered.

6. Term. The term of this Agreement shall commence on December 1, 2018 (the "Effective Date") and shall continue for the remainder of the 2018-2019 school year, ending on June 30, 2019, unless sooner terminated as provided for in this Agreement. 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, this Agreement 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.

7. Duties of MM1. During the term of this Agreement, MM1 shall be responsible to provide the services as set forth in Exhibit 1 entitled "Services Provided For Detroit Community Schools" attached hereto and incorporated herein by reference. MM1 may not assign all or any part of these duties hereunder to any other person without the advance written consent of the Board.

8. Working Facilities. MMI may utilize the premises and facilities of the Academy in rendering services pursuant to this Agreement, including existing Academy infrastructure, such as office space, internal mail service, copiers, computers, Internet access and email addresses. The Academy shall, upon request by MMI, make available a reasonable accommodation to any Worksite Employee entitled to such under the American with Disabilities Act, as amended, ADAA of 2008, the Federal Rehabilitation Act or any comparable law. The Academy will bear the cost of providing the reasonable accommodation to any Worksite Employee entitled to such. The Academy shall also bear the cost of providing a workplace that is in compliance with any requirements of the ADAA of 2008, the Federal Rehabilitation Act or similar Federal, State or local law.

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

9. Records. All records and related documents received or prepared by MMI or otherwise created in connection with the rendering of services at the Academy's offices shall be prepared in accordance with practices and procedures adopted by the Academy. Any correspondence or other record prepared by MMI and which is to be sent to any Worksite Employee working at or assign to the Academy shall be forwarded to the MMI HR liaison prior to being sent to the Worksite Employee to determine whether any Academy Worksite rules may or may not be implicated in said correspondence. Except as otherwise provided with respect to criminal background and records checks, all records shall be maintained in secured files on the premises of the Academy. All employment records shall be the property of MMI, but all finance and other records of MMI related to the Academy shall be made available to the Academy and the Academy's independent auditors upon request. MMI shall make any and all reports with regard to its employees required by applicable law and shall assist the Academy in timely complying with any and all compliance and reporting obligations the Academy may have to the Michigan and United States Departments of Education, Bay Mills Community College Board of Regents ("Authorizing Board"), or as otherwise mandated by applicable law.

10. Proprietary Rights. The Academy and MMI acknowledge and agree that the Academy shall own all proprietary rights to curriculum or educational materials that are (i) both directly developed and paid for by the Academy, or (ii) were developed by MMI for the specific purpose of developing such curriculum or materials. The Academy and MMI further acknowledge and agree that MMI's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

11. Purchases. MMI shall make no purchases of personal property for the Academy, nor shall it engage in procurement of same. If, however, MMI procures equipment, materials and supplies at the request of or on behalf of the Academy, such purchases shall be owned by the Academy and MMI shall not include any added fees or charges with the cost of equipment, materials, and supplies purchases from third parties.

12. Confidential Information and Records.

- a) Except as required in its duties to the Academy, or as required by law or regulation, MMI agrees that it will never, during the term of this Agreement, or at any time subsequent to termination of this Agreement, directly or indirectly use or disclose any Confidential Information of the Academy without the written consent of the Academy. Confidential Information shall be defined as information protected by law, such as the Family Educational Rights and Privacy Act or as designated by the Academy exempt from disclosure pursuant to the Freedom of Information Act.
- b) All records, forms and supplies or any reproduced copies provided and furnished by the Academy to MMI, its employees or agents or obtained by MMI, its employees or agents during the course of rendering services to the Academy shall always remain the property of the Academy and shall be returned to the Academy on demand, or upon termination of this Agreement.
- c) MMI hereby acknowledges that it shall assist the Academy in properly complying with requests made pursuant to the Michigan or Federal Freedom of Information Acts.
- d) MMI, immediately upon receipt thereof, shall provide Academy with copies of any written correspondence from Worksite Employees assigned to or working at the Academy which appear to be made in the nature of a complaint and which relate to any Worksite rules established by the Academy (versus MMI), such as facility rules so that the Academy may address the concerns to the extent the concerns involve worksite rules established by the Academy.

13. Compensation & Reimbursement to MMI. During the term of this Agreement, MMI shall be paid fees and compensation in accordance with Schedule A, shall employ individuals with at least the certifications and qualification required by applicable law, and shall provide pay and benefits to its employees in accord with their agreement with MMI through its designated representative in amounts and levels no greater than agreed in writing and, as to reimbursements and fees (Schedule B) and insurance benefits (Schedule C) respectively, which amounts shall not, under any circumstance, exceed the Board's annual budget, subject to increases by insurance carriers and benefit providers during the term of this Agreement.

At the option of the Academy, payment shall be processed by wire transfer or by Automated Clearing House debit. Payments for payroll, benefits and all fees are due no later than three (3) business days before the payroll check date ("Due Date"). The Academy shall pay to MMI all Academy approved costs incurred by MMI in connection with Worksite Employees, including but not limited to: all payroll, all applicable Federal, State and local taxes, all premium contributions in connection with employee benefits as set forth in Schedule C, and all workers' disability compensation premiums, insurance premiums, and unemployment compensation charges from the date services begin hereunder. All federal or state tax credits, savings or

deductions (including but not limited to Internal Revenue Code Section 125) are the property of MMI as the employer of record, with the exception of unvested funds held by contractors who receive those funds as a consequence of 401K and other retirement programs to the extent those funds were paid by Academy. Tax liability and workers' compensation rates are set forth in Schedule A. Any required adjustment to Federal, State or local taxes or insurance premiums applicable to this Agreement or change in status of the Worksite Employee shall be effective on the date of such adjustment or change. MMI shall at all times remain responsible for payment of such benefits, taxes, contributions, premiums and payrolls, it being understood by the parties, however, that the ability of MMI to comply with this requirement is contingent upon timely receipt of payments and fees due hereunder.

MMI, through its onsite supervisor, will verify all time submissions of Worksite Employees. If the Academy believes that there is an error in a Worksite Employee's time or payment, the Academy will communicate and provide written proof of the error. Until corrected, the Academy will not deduct any amount from payment of its current invoice as a credit or setoff. Errors, upon verification, shall be corrected by an adjustment on the next invoice. All 10 month Worksite Employees, as listed by the Academy, shall be paid from mid-September to the close of school, in mid-June. All 12 month regular Worksite Employees shall be paid their salary spread over 12 months.

14. Work Environment. The Academy shall reasonably cooperate with MMI's input with regard to compliance with all applicable health and safety laws, regulations, ordinances, directives, and rules of controlling Federal, State and local government. MMI as onsite supervisor, the HR Director or his/her designee will immediately report all employee accidents and injuries to MMI within twenty-four (24) hours after he/she becomes aware of the incident. MMI shall be solely responsible for compliance with all Federal laws related to the Immigration Reform and Control Act of 1986, as amended, including but not limited to, the screening of potential employees for verification of employment and filing for I-9 or its successor form. MMI shall notify the Academy of any request for leave made by an employee by providing copies thereof to the Academy, immediately upon receipt of any request from an employee who is located at Academy's worksite. This notice shall be made to Academy prior to MMI granting or denying said request and shall include the substance of the request and MMI's position relative to the request. Said notice to the Academy shall be labeled "urgent" by MMI to insure immediate response from the Academy. Academy shall notify MMI within 48 hours or receipt of the documentation of the employee's request, of facts of which the Academy may be aware. The Academy shall provide copies of documents to MMI where those documents involve the employees provided to the Academy by MMI.

The Academy and MMI shall mutually develop procedures that provide for the use of all personal protective equipment, as required by Federal, State or local law, regulation, ordinance, directive, or rule. MMI, MMI's workers' compensation carrier and MMI's liability insurance carrier shall have the right to inspect the Academy's place of business at all times to ensure compliance with this Section and with the terms of this Agreement. MMI, through its onsite supervisor, shall be responsible for providing records of hours worked by its employees. The Academy will reimburse MMI on a limited basis for overtime of MMI's employees, provided that MMI communicated and obtained Board approval prior to the proposed overtime.

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

MM1 is a Michigan corporation in good standing and is authorized to conduct business in the State of Michigan. MM1 has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. MM1 is not in breach or default under any loan or financial obligations, including, but not limited to salary obligations and related benefits, payroll taxes, and leases for real and personal property.

Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

16. **Employer of Personnel.** All administrators, teaching, instructional, support, and any other personnel performing functions on behalf of the Academy who are provided to the Academy by MM1 shall be employees of MM1. Unless required by applicable statute, court, or administrative decision or any Attorney General opinion, MM1 shall not make payments to the Michigan Public School Employees' Retirement System ("MPSERS") or any other public retirement system on behalf of its employees. In the event of a finding that payments to MPSERS or other public retirement system are due to MM1's employees who have worked or are working at the Academy, MM1 shall be solely responsible for the payment of such benefit to its employees. As of the date of this Agreement, the Academy is not required, by applicable law, to provide tenure to its certificated teachers. MM1 shall not engage in a practice that abrogates this protection. Employment records of MM1 employees shall be made available to the Academy or the Academy's independent auditors upon request for purposes of auditing such records for compliance with applicable law and for other purposes as required by the Academy.

a) **Background Investigations on MM1 Employees and Worksite Employees.** As part of its services under this Agreement, MM1 will, to the extent permitted by applicable law, be responsible for arranging for criminal background and conduct checks on its employees assigned to the Academy to ensure that the Academy fulfills its responsibilities to: a) conduct criminal background and record checks required by Applicable Law; and, b) maintain evidence that it has performed such actions.

Pursuant to the requirements of Sections 1230 and 1230a of the Code, the Academy shall perform a criminal history check through the Michigan State Police ("MSP"), as well as a criminal records check through the Federal Bureau of Investigation ("FBI"), with regard to all persons assigned by MM1 under this Agreement who regularly and continuously work in any of the Academy's facilities or at any other sites where the Academy delivers educational programs and services. The Board has designated a MM1 employee as the Academy's local

agency security officer ("LASO") and has granted the designated LASO access to the MSP's Criminal History Record Internet Subscription Service ("CHRISS") process so that the LASO can view criminal history record information ("CHRI") results on persons assigned by MMI under this Agreement who regularly and continuously work in any of the Academy's facilities or any other sites where the Academy delivers educational programs and services. The LASO designated by the Academy shall be responsible for: (i) identifying who is accessing CHRI; (ii) identifying how the Academy is connected to CHRI; (iii) ensuring security measures are in place at the Academy to prevent the unauthorized access to CHRI; and (iv) support policy compliance and ensure the reporting of any CHRI incident to the MSP Information Security Officer ("ISO"). To the extent authorized by law to access CHRI through the CHRISS process, the LASO shall act in coordination with the designated Board member, to comply with Sections 1230 and 1230a and shall comply with security, training, and other applicable provisions of the FBI's Criminal Justice Information Services Security Policy pertaining to the Academy, as a noncriminal justice agencies ("NCJA"). For purposes of this subsection, "security" includes: (a) maintaining CHRI in a physically secure location at the Academy (or encrypted if stored electronically) accessible only by authorized and trained individuals; and (b) maintaining a log of any dissemination of CHRI for an allowed purpose. For purposes of anticipated audit(s) by the MSP Criminal Justice Information Center and/or the FBI, the designated Board member, with assistance from the LASO, shall securely maintain the following for each individual employed or assigned by MMI for whom the Academy is required to perform a criminal background check: (i) Position Description (or at least the title of the position as identified on the "Affidavit for Assignment"); (ii) Affidavit for Assignment (a/k/a MSP-approved Red Light/Green Light letter); (iii) Live Scan Finger Print Consent Form; and (iv) Dissemination Log (if any authorized dissemination of CHRI has occurred).

MMI agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in the Academy's facilities or other sites where the Academy delivers educational programs and services if such person has been convicted of any of the following offenses:

- (1) Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- (2) Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised Academy Code, MCL 380.1535a; 380.1539b; or
- (3) Any felony. Provided, that with prior written approval of the Board, an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Agreement at the Academy facilities or other sites where the Academy delivers educational programs and services may be permitted to perform such services when, in the judgment of the Board,

that individual's presence will not pose a danger to the safety or security of the Academy students or employees; or

(4) Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Code.

(5) Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or

(6) Any other offense that would, in the judgment of the Academy, create a potential risk to the safety and security of students serviced by the Academy or employees (if any) of the Academy.

The Academy reserves the right to refuse MM1's assignment of any individual, agent or employee of MM1 to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the Board's judgment, unfitness to perform services under this Agreement.

b) Unprofessional Conduct Checks. Before hiring or engaging an applicant for assignment at the Academy under this Agreement, MM1 shall conduct an Unprofessional Conduct Disclosure in a manner that mirrors the requirements of Section 1230b of the Code that would apply in the event the Academy were hiring the individual, MCL 380.1230b. MM1 further acknowledges and agrees that Worksite Employees or any other individuals set forth herein shall not be assigned to work at the Academy until the requirements of the applicable state and federal laws, rules and regulations have been satisfied.

17. No Authority to Contract. MM1 shall have no authority to commit the Academy to any contract or obligation, without the expressed prior written approval of the Board. No contract may be executed on behalf of the Academy by MM1.

18. Additional Warranties of MM1. MM1 represents and warrants to the Academy that MM1's agreement to perform its duties under this Agreement does not violate any agreement or obligation to which MM1 is bound; and the services provided by MM1 shall be performed in a professional manner and shall be of a high grade, nature and quality and shall be performed in a timely manner consistent with the terms and conditions of this Agreement.

19. Other Activities. MM1 shall remain free to engage in other independent contracting activities, provided, however, that MM1 shall at all times remain available to perform its services under this Agreement in a first-class manner and shall refrain from engaging in any activities which are inconsistent with, which interfere with, or which are in conflict with any of the terms of this Agreement or the business or operational interests of the Academy.

20. Indemnification. MM1 shall indemnify, defend and hold harmless the Academy and its respective officers, directors, agents and representatives from and against all taxes,



penalties, fines, damages, sanctions, losses, assessments, liabilities, claims, demands, judgments, suits, or other forms of liability, costs, obligations and other expenses, including reasonable attorneys' fees, whether or not resulting from third party claims, arising out of any act, omission, negligence or misconduct of MMI or any of its agents or employees and any breach or other default or noncompliance with any agreement, representation, warranty or covenant on the part of MMI, its agents or employees contained in this Agreement or the provision of any of the services contained in or made pursuant to this Agreement. MMI also agrees to defend, indemnify and hold harmless the Academy and its respective officers, directors, agents and representatives from any claims made by MMI's employees including, but not limited to charges of discrimination brought through the State Department of Labor, the Equal Employment Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with Federal and State wage and hour laws, wrongful termination, discrimination, denial of due process or other labor-related causes of actions resulting from employee discipline or termination. MMI shall defend and indemnify the Academy, with counsel of the Academy's choosing, from employee and student claims of sexual harassment by MMI or MMI employees. The duty to defend includes the duty to pay actual attorney's fees incurred by the Academy in defending such claims, and the duty to indemnify includes the duty to pay any award imposed by any administrative agency or court, judgment or settlement. Further MMI shall indemnify the Academy for any benefits premium attributable to an MMI employee that employee is unable to pay.

To the extent permitted by law and without waiving any governmental immunities or privileges, the Academy hereby agrees to defend (with counsel reasonably acceptable to the Academy), indemnify and hold harmless MMI and its respective officers, directors, administrators, employees, agents and representatives, from and against any and all liabilities, costs, causes of action, damages and expenses (including reasonable attorney's fees and costs of litigation) which MMI may incur as a result of the grossly negligent acts or omissions or willful misconduct (including but not limited to claims of discrimination prohibited by law or sexual harassment) of the Academy or its directors, administrators, officers, employees, agents and representatives.

The parties acknowledge and agree that the Authorizing Board, Bay Mills Community College, and its members, officers, employees, agents or representatives (collectively "Authorizing Board") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless the Authorizing Board 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 the Authorizing Board, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the Authorizing Board, which arise out of or are in any manner connected with the Authorizing Board's approval of the Academy's application, its consideration of or issuance of the Charter Agreement, the Board's or MMI's preparation for and operation of the Academy, or which are incurred as a result of the reliance by the Authorizing Board upon information

supplied by the Board or MMI, or which arise out of the failure of the Board or MMI to perform its obligations under the Charter Agreement or applicable law. The parties expressly acknowledge and agree that Authorizing Board 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.

21. Insurance. The Academy will obtain and maintain insurance as required in the Charter Agreement, and will provide MMI as an additional insured on its general liability insurance policy. MMI shall maintain such policies of insurance as required by the Charter Agreement or applicable law. MMI shall name the Academy as an additional insured on a separate general liability and umbrella insurance coverage in amounts and on such terms as the Authorizing Board may require, which amounts and terms are set forth in Schedule D. MMI shall not modify its coverage hereunder without giving at least 30 days' notice to the Academy. Each party shall maintain such insurance as shall be necessary to indemnify the other as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Section and this Agreement.

22. Right to Termination. Notwithstanding anything herein contained, either party may terminate this Agreement, without cause, upon thirty (30) days advance written notice and such termination shall be effective as of June 30 of the then-current calendar school year. Either party may terminate the Agreement for Cause (as defined below), effective on a date designated by the Academy. For purposes of this Agreement, the term "Cause" shall mean:

- a) the failure of MMI to comply with any of the material terms of this Agreement after being given written notice of such failure by the Board President of the Academy or his designee and the failure to cure such condition within five (5) days after receipt of such notice;
- b) the failure of MMI to implement, adhere to, reasonable policies or directives of the Board of the Academy after being given written notice of such refusal by the Board or its designee and the failure to cure such condition within five (5) days after receipt of such notice;
- c) the failure of MMI to competently perform the duties imposed upon it pursuant to this Agreement, and the failure to cure such condition within five (5) days after receipt of such written notice from the Board or its designee of such failure;
- d) with regard to MMI, the failure of the Academy to (a) make any monetary payment within thirty (30) days of written notice, or (b) comply with any material term of this Agreement after being given written notice of such failure by MMI and the failure to cure such condition within thirty (30) days after receipt of such notice;
- e) the failure of MMI to pay all taxes as requires under the terms of this Agreement.

This Agreement shall terminate automatically without notice to the Academy if a petition in Bankruptcy Court is filed by or against the Academy, the Academy has been voluntarily or involuntarily adjudicated bankrupt by any Court of competent jurisdiction, or if a petition is filed for reorganization of the Academy, or if a receiver shall have been appointed for all or a substantial part of the Academy's business.

In the event of termination of this Agreement, any and all compensation that has accrued as of the effective date of such termination shall be paid to MM1 in accordance with the terms of this Agreement, but no additional compensation shall be due to MM1. Upon termination, MM1 shall notify its employees that their assignments with the Academy have been terminated, which unless otherwise designated by the Academy in a for Cause termination, shall be June 30th of the then-current calendar school year.

23. 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 10.6 of the Charter Agreement 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 MM1 shall have no recourse against the Academy or the Authorizing Board for implementing such site closure or reconstitution.

24. Obligation Upon Termination. Upon the termination of this Agreement by any party for any reason, MM1 shall immediately notify in writing the Worksite Employees that his/her employment relationship with MM1 has been terminated.

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

For the Academy, to:

Academy Board President  
Detroit Community Schools  
12675 Burt Road  
Detroit, MI 48223

with a copy to:

Peter H. Webster, Esq.  
Dickinson Wright PLLC

Via email to PWebster@dickinsonwright.com

For MM1, to:

Ralph Cunningham  
MM1, Inc.  
3170 Old Farm Lane  
Commerce Township, MI 48390

with a copy to:

David L. Steinberg, Esq.  
David L. Steinberg, P.C.  
2777 Franklin Road, Ste. 2500  
Southfield, MI 480235

26.

27. Compliance with Charter Agreement. MM1 agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Charter Agreement. The provisions of the Charter Agreement shall supersede any competing or conflicting provisions contained in this Agreement.

28. Compliance with Section 503c. On an annual basis, MM1 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 the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

29. Compliance with Section 12.17 of the Charter Agreement. MM1 shall make information concerning the operations and management of the Academy, including without limitation the information described in Schedule 4 of the Charter Agreement, 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 Charter Agreement Terms and Conditions.

30. Academy's Chief Administrative Officer. The Academy's Chief Administrative Officer ("CAO"), as required under the Uniform Budget and Accounting Act, shall be a member of the Board. No Worksite Employee of MM1 or other MM1 officer or employee may be designated by the Board as the Academy's CAO. The CAO may, however, request assistance from MMI or Worksite Employees of MM1 in carrying out his or her duties.

31. Board Treasurer Duties; Academy Bank or Depository Account Signatories. No provision of this Agreement shall alter the Board Treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's bank or depository account as required by law. Only Board members approved by the Board may be designated as account signatories on any Academy bank or depository account. The Board shall not designate any Worksite Employee of MM1 or other MM1 officer or employee as an account signatories on any Academy bank or depository account. Interest income earned on Academy bank and depository accounts shall accrue to the Academy.

32. Miscellaneous.

- a) Complete Agreement. This Agreement constitutes the complete agreement among the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.
- b) Governing Law; Forum. This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. Each of the parties agrees that any injunctive relief or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan. Nothing in this Agreement shall be construed as a waiver by the Academy of its statutorily-provided governmental immunity.
- c) Expenses. Except as otherwise specifically provided herein, each of the parties hereto shall pay its respective counsel fees and other costs and expenses incurred in connection with the performance of this Agreement.
- d) No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, this Agreement is made solely for the benefit of the parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental authority or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.

- e) Arbitration. Except for the pursuit of injunctive or equitable relief as contemplated by this Agreement, any dispute, difference, or disagreement arising under or relating to this Agreement shall be referred to a single arbiter mutually agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter shall be selected in accordance with the Rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing Commercial Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

All arbitration proceedings shall take place exclusively in the State of Michigan in the Southfield office of the AAA. Any final arbitration decision issued must be accompanied by a cause opinion which shall be made available to the Authorizing Board or the Bay Mills Community College Charter Schools Office ("BMCC CSO") upon request.

- f) No Waiver. The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.
- g) Performance Evaluation of MMI. The Board shall develop and implement an annual process for the review and evaluation of MMI 's performance under this Agreement. The policies and procedures providing for such annual evaluation process shall be provided in writing to MMI. The Board shall communicate in writing to MMI the results of such annual performance review.
- h) Compliance with Charter Agreement. The Academy and MMI intend for this Agreement to comply with the Charter Agreement and the Educational Service Provider Policies issued by BMCC CSO. To the extent any provision of this Agreement is inconsistent with the Charter Agreement or Policies, such provision is invalid and the Charter Agreement and Policies shall govern.
- i) Authorization. MMI has been duly authorized to execute and deliver this Agreement. MMI 's execution and performance of this Agreement will not, to the best of its knowledge, with or without the giving for the passage of time or both, violate the provisions of any law; rule or regulation applicable to MMI.
- j) Government Investigations. MMI has fully disclosed to the Academy all government investigations, lawsuits or other adversary proceeding involving MMI for five (5) years preceding the execution of this Agreement
- k) Disclosures. MMI shall make information concerning the operation and management of the Academy available to the Academy as deemed necessary

by the Board in order to enable the Academy to fully satisfy its obligations under the Charter Agreement, including but not limited to all exhibits and schedules.

- 1) Compliance. MMI warrants that it is in compliance with all Federal, State and local laws respecting employment practices, terms and conditions of employment, wages and hours, and is not engaged in any discriminatory employment or unfair labor practice. There are no arrearages in the payment of wages, taxes or workers compensation assessment or penalties.
- m) Enrolling New Worksite Employees.
  1. Selection of Worksite Employees. MMI shall engage new Worksite Employees only as set forth below. MMI shall employ and assign to the Academy all such qualified and certified classroom teachers, instructors and support staff that MMI approves and deems necessary to accomplish the educational mission of the Academy, and as provided in the Academy's approved budget and as directed by the Board. Based upon recommendations by the Academy, MMI shall make the formal selection of all Worksite Employees assigned to the Academy. MMI shall comply with the Immigration Reform and Control Act.
  - u. Hiring, Evaluating, Supervising, Disciplining and Firing. MMI shall have the complete and exclusive authority and control to hire, evaluate, supervise; discipline and fire any of its Worksite Employees, or other MMI employees assigned to work on behalf of the Academy. The Academy does not employ any employees, nor does the Academy or the Board have the right to hire, fire, evaluate, supervise, or discipline MMI Worksite Employees or other MMI employees.
- n) Assignment/Amendment. This Agreement may not be assigned by either party without prior written consent of the other party and prior notice to the Authorizing Board. None of the terms and provisions of this Agreement may be modified or amended except by an instrument in writing executed by each party. Any modification or assignment of this Agreement must be done in a manner consistent with the Educational Service Provider Policies issued by BMCC's Charter Schools Office.
- o) Severability. If any provision of this Agreement should be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected thereby and the provision deemed invalid, illegal, or unenforceable shall be construed and enforced to the greatest extent legally possible.

- p) Certain Prohibitive Conduct Regarding Personally Identifiable Information. Except as permitted under the Code, MM1 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. 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.
- q) Certain Prohibitive Conduct Regarding Academy Student Records. If MM1 receives information that is part of an Academy student's education records, MM1 shall not sell or otherwise provide the information to any other person except as permitted under the Code. The term "education records" shall have the same meaning as that terms in section 1136 of the Code, MCL 380.1136.
- r) Waiver of Subrogation. Each party releases and discharges the other party, and any officer, agent, employee or representative of such party, from any liability whatsoever arising from the loss, damage or injury, for any reason, for which insurance is carried by the insured party at the time of such loss, damage or injury, to the extent of any recovery by the insured party. Provided, however, this paragraph shall not apply if its application would invalidate insurance protection.
- s) Mutual Cooperation. The parties agree that, except where conflicts prevent it, they shall render to each other reasonable assistance and shall cooperate in good faith with each other to ensure the proper and adequate defense of any claim, action, suit or proceeding brought by a third party.
- t) Confidentiality. The parties agree to cooperate in such a manner as to preserve and uphold the confidentiality of all business records and the attorney-client and work-product privileges, subject to the Michigan Freedom of Information Act, and the disclosure provisions of the Code.
- u) Academy Conservator. During the term of this Agreement, in the event that a Conservator has been appointed for the Academy pursuant to the Charter Agreement, the term "Board" shall mean the person appointed and authorized to act as Conservator.
- v) Section Headings. The Section Headings of this Agreement are for the convenience of the parties only and in no way alter, modify, limit or restrict contractual obligations of the parties.
- w) Forms. The Academy may utilize forms provided by MM1 unless otherwise required by law or regulation.
- x) No Non-Competition Clause. MM1 may not require its employees or staff assigned to perform work at the Academy to sign a non-competition, no-hire,



or similar provision prohibiting or restricting the Academy from hiring instructional staff that perform work at the Academy.

- y) Execution in Counterparts. This Agreement may be executed in counterparts, which several counterparts shall be construed as one single agreement.
- z) Marketing and Development Costs. Any marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of MMI.
- aa) Other Agreements Between Parties. If the Academy intends to or enters into a lease, promissory note or other negotiable instrument, or enters into a lease-purchase agreement or other financing relationship with MMI, then such agreements must be separately documented, separately approved by the Board, and are not a part of or incorporated into this Agreement. All such agreements must comply with the Chartering Agreement, as well as any applicable Authorizing Board or BMCC CSO policies.

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

DETROIT COMMUNITY SCHOOLS

By:           /\_\_\_\_\_!&t Ilfe          

Its:

\_\_\_\_\_

MMI, INC.

Mary Ellen Worden

Signature:   
Name: President

**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: *Dan Berfompa*  
Its: *Conservator* *3/21/19*

MMI, INC.

Signature:

Name: *Ralph Cunningham*  
*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 MMI, Inc. ("MMI"), 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 MMI 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 MMI 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 MMI 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

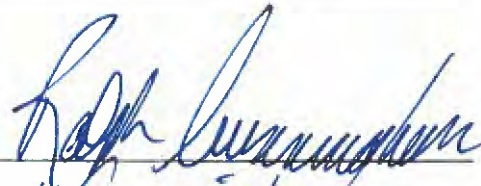
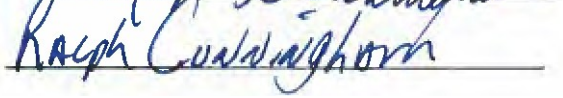
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MMI, INC.

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, MM I'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 MM I, or which arise out of the failure of MM I 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 MM I 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: "MM 1 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 term 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 SCHOOL**

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

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

**MM1, INC.**

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

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

37R75773.1/153911.00009

**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.

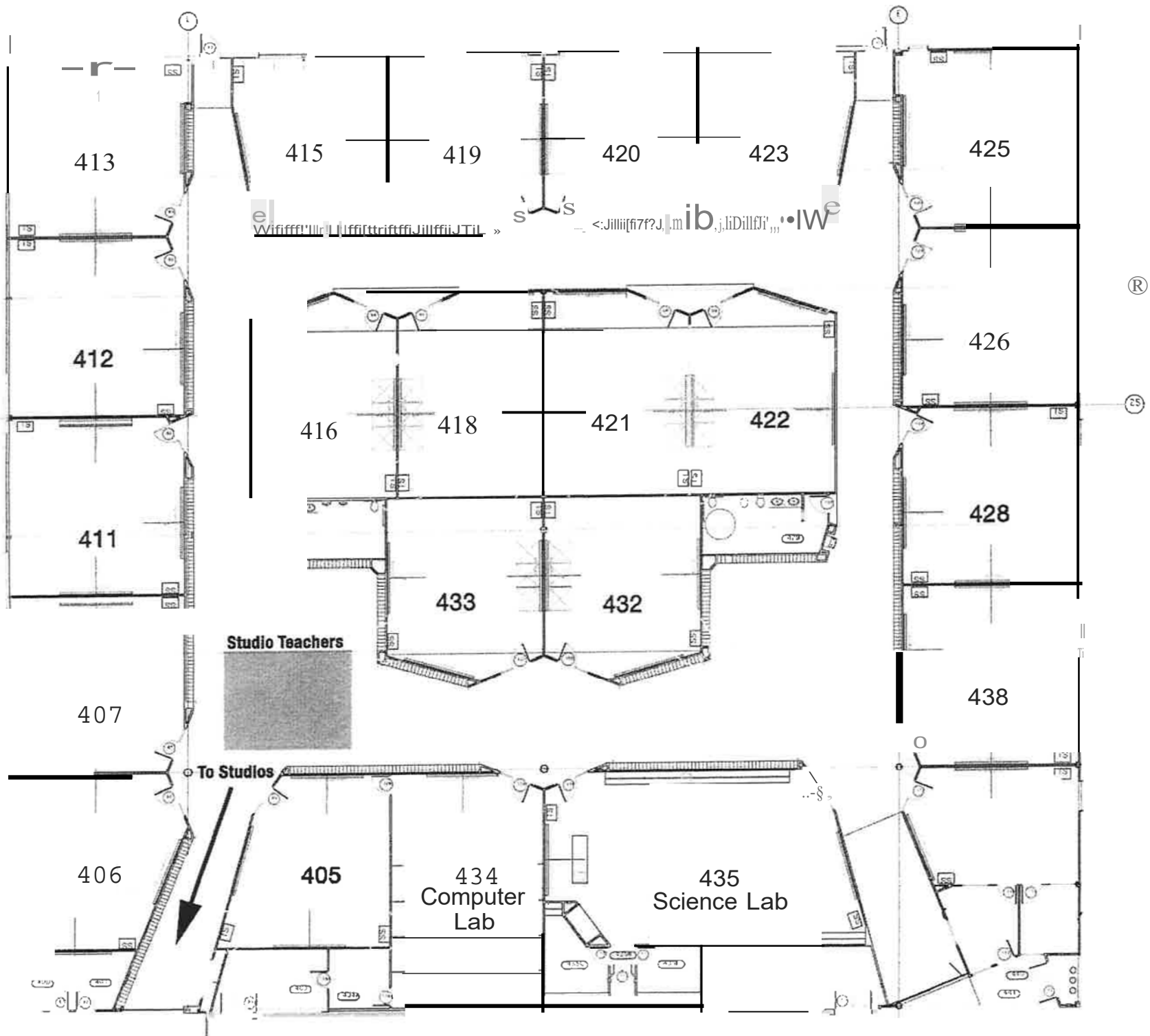
- A. Size of building
- B. Floor Plan

- 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

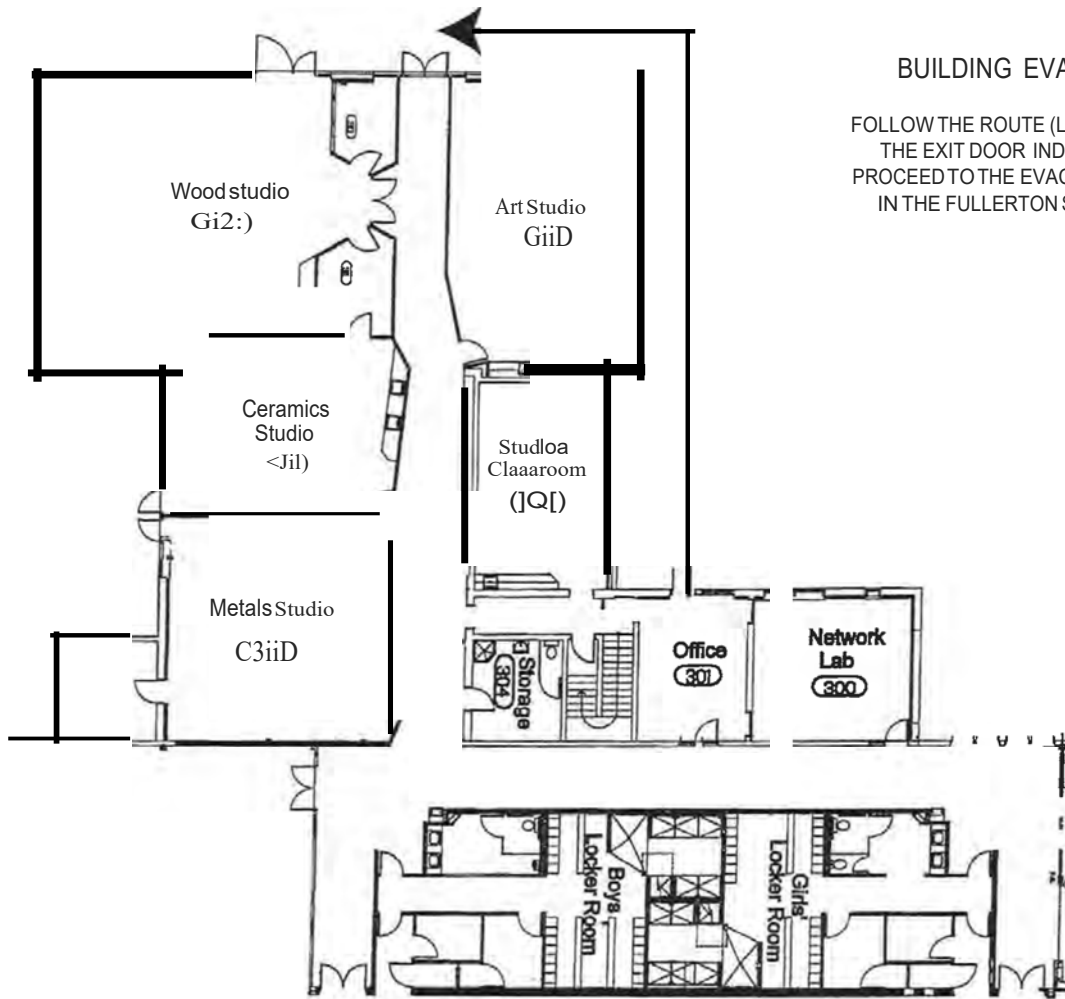
Modular 2		
5th	4th	3rd
5th	4th	3rd

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





C. & O RAILROAD RIGHT-OF-WAY

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Attachment 4

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MSA 7.456 (5) ( H ) (ll)  
MCL 207.526 (6) ( fl )

WARRANTY DEED  
(M.C.L. 565.151)

CREW LAND HOLDINGS, L.L.C. .2..Limited Liability Comprmy, whose address is 25525 Onnond Drive, Southfield, Michigan 48034, for Nine Hwtdred Forty-Four Tll0usnd, N'me o Hundred Nine Dollars and Fifty-One Cents (\$944,909.51), hereby conveys and warrants to DETROIT COIVIMUNITY IDGH SCEIOOL, A PUBUC SCHOOL ACADEMY, a nonprofit corporation sud public school academy organized and existing under Michigan law, whose address is [2667 Burt Road, Delroit, M1 48226, threnl property located in the City of Detroit, Wayne County, Michigan and legally described on Exhibit "A" attached hereto and incorpomted herein subject to: legal highways, 7.(ming ordinances and regulations, easements and restrictions of record, and real estate taxes and assessments due and payable nfter the delivery of this Deed and further subject to a Mortgage dated as of this date, and to be recorded ln the land records of Wayne County, Michigan.

Notice Pursuant to MCL 560.109(3):

This Grantor gl'llnts to the grantee the right to make all divisions under Section 108 of tllc Land Dhlsion 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 funu land or a farm operation. Generally accepted agricultural nnd management practices which may generate noise, duSI, odon, nod other associated conditions may be used and ue protected by tllc MlcWgan Right to Fam1 AtL

IN WITNESS WHEREOF, the undersigned has ex.ecuted this deed as of 2005.

#L

Transfer Te.x:

CREW LAND HOLDINGS, LLC

Exempt ll-om County & St le pursuant to MCLA By:  
380.503(8) Its:

.S V" ;, flXit</ktt,r)J)

STATE OF MICHIGAN )  
)SS:  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 15 day of August, 2005, by S. Bartlett Eddy, the Actualized Owner of CREW LAND HOLDINGS, L.L.C.

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

Drafkdbby :-

Joseph B. Urban  
Collilill & BLaha, P.C.  
25505 W. Twelve Mile Road, Sle. 1900  
Soulhfield, M148034

When recorded return to:

LaMont Title Corporation

500 Griswold Street, Illi61M:it tllu.: J.c n IJIPNIS nr tlll!!  
Detroit, Michigan 48-J1)ls Pl1l(l1llrTv-an<l"l"l :. . . . .1 flr FIVE  
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SEP 2 1 2005

NO Reserve Alter. 2740 Brenda Brown

Li-43590

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 (116 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 623.10 feet to the Easterly line of Ridgedale (now Blackstone Avenue); thence Northerly along the Easterly line of Blackstone Avenue, 102.10 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 51 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 522.50 feet to a point in the West line of Burt Road (86 feet wide); thence South 1 degree East, 919.88 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, 60 feet wide, lying East of and contiguous to the Easterly line of Blackstone Avenue, 60 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 the East 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 (116 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 523.18 feet to the point of intersection of said street line with the East line of Blackstone Avenue (50 feet wide); thence North 0 degrees 58 minutes 41 seconds West, along the East line of said Blackstone Avenue, a distance of 162.10 feet to the point of intersection of said street line with the Northerly 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 Eastern extension. A distance of 622.69 feet to a point on the Westerly 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: 12887 & 12675 Burt Rd.

Tax Parcel ID: Ward 22 Item 10B137.002L

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

SEP 15 2005 11017557

DEEDS

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B nard J.' Youn,blood  
Wayne Co, " sfster or Deeds

# P.A. 327 OF 1968 AFFIDAVIT FILED

## WARRANTY DEED FOR CORPORATION

"16'fr/L..

KNOW ALL MEN BY THESE PRESENTS: That Kux Manufacturing Company, a Michigan Corporation, whose address is 12675 Burt Road, Detroit, MI 48221 convey(s) and warrant(s) to Detroit Community High School Academy, a Michigan Public School Academy, whose address is 9131 Gr. mdvill Avenue, Detroit, MI 48116 the following:Pg describ<d JTe.mise.s.situGted in the City of Detroit, County of Wayne: aod StaleoCMiehic<Ill:

See Attached Letter to the Recorder

For the sum of SEE ATTACHED REAL ESTATE VALUATION 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 within and the following division(s) under section 108 of the Land Division Act, Act No.288 of the Public Act of 1967. The property is located within the vicinity of farmland or of a farm operation. Generally accepted agricultural and millage practices which may include noise, dust, odor, and other associated conditions shall be used in the protection of the Michigan Millage to Finance Act.

Dated September 23, 2004

Signed in the presence of

Sigurd

Kux Manufacturing Company, a Michigan Corporation  
Charles J. Yount, President/CEO

State of Michigan )  
County of Wayne )SS

Title foregoing was acknowledged before me this 23rd day of September, 2004, by Charles J. Yount, President of Kux Manufacturing Company, a Michigan Corporation, known to me and who executed the foregoing

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OT; t1B, 2004 (NotM) Public WCM, I county  
My Co-Union/Insurance; { o-- Gf)-1

Drafted by: Kevin A. McNulty@ LaMont Title Company, 500 Griswold Street, Suite 2100, Detroit, MI 48226 at sales direction.

With reference to LaMont Title Company, 500 Griswold Street, Suite 2100, Detroit, MI 48226

Rec'd Jolieg Fee  
County Treasurer's Certificate

State Transfer Tax ----- County Transfer Tax -----  
City Treasurer's Certificate

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

OCT 27 2004

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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 Rec'd Jolieg Fee Date 10-27-04

WAYNE COUNTY TREASURER Clerk D. Parker

10-27-2004 11:11:16

LI- 1601

Po.-308

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ii r

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 00 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 70 degrees 09 minutes 19 seconds East 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 00 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 1081(?) 002L

PER ASSESSOR as to s2 r 10/ s/toof

ALTA Commitment  
Schedule C

(0406866.PFD/040BB66f77)

67566 SEP 26 2005

3m2:

Attachment 3

Li- 3590 Pu-4  
2005 {YB5 9/20/2005  
Bernard J. Youngblood  
"In" Co. R. Master of Deed

DEEDS  
9:46AM

EXEMPT UNDER  
MSA 7.456 (5) (f) C/J  
MCL 207.526 (6) (H)

**WARRANTY DEED**  
(M.C.L. 565.151)

DETROIT COMMUNITY WGD SCHOOL, A PUBLIC SCHOOL ACADEMY, a nonprofit corporation and public school academy organized and existing under Michigan law, whose address is 12267 Burd Road, Detroit, MI 48226, for One Dollar (\$1.00), hereby conveys real property 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 mill 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 10/15/2005.

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

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 [illegible]  
Joseph B. Urban  
Collins & Blahn, P.C.  
25505 W. Twelve Mile Road  
Southfield, MI 48034

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

Bryan [illegible]  
Notary Public  
Wayne County, Michigan  
This is to certify that the foregoing instrument was acknowledged before me on this 15 day of August, 2005.  
P 21 2005

Li-3590

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 Easterly 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 69 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, 70.13 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, 70.60 feet to the EBM line of Blackstone Avenue; thence North along the East line of Blackstone Avenue, 188.60 feet to a point; thence East 522.59 feet to a point in the West line of Burt Road (BS feelwide); thence South 11 degrees East, 949.88 feet to the point of beginning. EXCEPTING therefrom the Northerly 188.50 feet.

ALSO

Lying 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 (BS feel wide); proceeding thence from said point of beginning North 69 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 line with the East line of Blackstone Avenue (50 feelwide); 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 51 minutes 55 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 108137.0021.

This is to certify that there are no taxes due on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT  
7557 *R. J. Nelson* Date *SEP 15 2005*  
WAYNE COUNTY TREASURER Clerk *R. NELSON*



Sep. 14. 2006 1:47PM

No.5116 P. 2/2

# CERTIFICATE OF USE AND OCCUPANCY

## PERMANENT

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

BJJJDit No. **LBO**  
Detroit Community **HS** School  
12675 Burt Road  
**Detroit,**  
Wayne County.

The above ~~ed~~ Identified Use Group **E** ~~ud~~ Community 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 10.0 OF THE STATE BUILDING CODES ~~S~~ 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

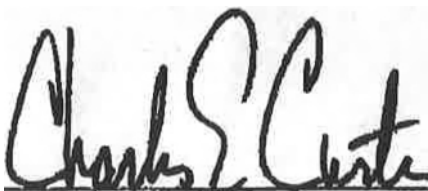
## PERMANENT

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

BP.U(Ifq Permit No.LB022193  
 Detroit Community Health  
 1675 BuRo•  
 Detroit, MWUpn  
 Wayne County

The above described building of Use Group E and Construction Type I B 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 §125.1S13 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.



Charles E. Curds, 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

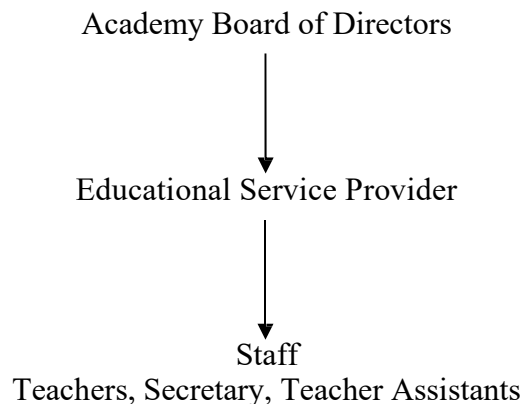
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the 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

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**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...”<sup>1</sup>

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.

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<sup>1</sup> 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 8<sup>th</sup> and 9<sup>th</sup> 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."<sup>2</sup>

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<sup>2</sup> 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**

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## **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**

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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, LSD 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**

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## **AGE OR GRADE RANGE 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.

