

September 22, 2025

Jill Thompson Michigan Department of Education 608 West Allegan Street PO Box 30008 Lansing, MI 48909

Dear Ms. Thompson:

Mariah Warric

Attached please find Contract Amendment No. 2 for Detroit Community Schools. If you have any questions, please contact me at (906) 248-8446.

Sincerely,

Mariah Wanic, Director of Charter Schools

Cc: Pat Devlin, Detroit Community Schools Board President

CONTRACT AMENDMENT NO. 2

BETWEEN

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS (AUTHORIZING BODY)

AND

DETROIT COMMUNITY SCHOOLS (PUBLIC SCHOOL ACADEMY)

CONTRACT AMENDMENT NO. 2 DETROIT COMMUNITY SCHOOLS

In accordance with Article IX of the Terms and Conditions, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by the BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS ("College Board") to DETROIT COMMUNITY SCHOOLS ("Academy") on July 1, 2021 ("Contract"), the parties agree to amend the Contract as follows:

1. Amend Contract Schedule 5: Description of Staff Responsibilities, by replacing this schedule and replacing it with the material attached as Exhibit 1.

The amendment is hereby approved by the College Board and the Academy through their authorized designees and shall have an effective date of January 1, 2025.

Marich Warrie By: Mariah Wanic, Director of Charter Schools

Bay Mills Community College Designee of the College Board

Dated: 09/09/2025

Dated: 9-22-25

Patrick J Devlin

By: Patrick Devlin

Detroit Community Schools Designee of the Academy Board

Signature: Pat Devlin

Email: tapnilved@yahoo.com

Exhibit 1

Schedule 5 Description of Staff Responsibilities Table of Contents

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Academic Coach

Reports To: School Leader

Employed By: CS Partners/Partner Solutions

FLSA Status: Exempt

Other Titles: Instructional Coach, Montessori Coach

Core Principles

Employees at Partner Solutions are committed to student and Academy success. They understand and contribute to building a culture that is driven by a belief that every child deserves a high quality, safe, and orderly school where students and families are held in the highest regard. All staff members collaborate, support each other, and are dedicated to continuous improvement, working together to advance education reform goals. The organization values integrity, innovation, and a solution-oriented mindset to achieve its mission.

Job Requirements

Typical requirements for this role include:

- **Designing and Implementing Educational Programs** Developing, evaluating, and modifying instructional curricula, strategies, and programs tailored to the academic needs of students.
- **Providing Instructional Guidance and Support** Offering expert advice and recommendations to teachers on improving instructional methods, techniques, and classroom management.
- Engaging in Educational Research and Analysis Conducting research on best practices in teaching, learning theories, and educational technologies to enhance instructional quality.
- Serving in a Leadership Capacity in Curriculum Development Taking the lead in planning, organizing, and overseeing the school's academic program, ensuring alignment with state and national standards.
- Leading Professional Development Initiatives Planning, leading, and delivering workshops, seminars, and training sessions for teachers on advanced instructional strategies and curriculum design.
- Applying Specialized Knowledge to Educator Practices Using professional judgment and specialized knowledge in pedagogy to provide advanced instructional coaching and mentoring to teaching staff.
- Analyzing Student Data for Instructional Improvement Using data analysis and professional expertise to assess educational outcomes and adjust instructional practices accordingly to improve student achievement.
- Mentoring and Coaching Educators Providing expert guidance and individualized coaching to teaching staff to foster continuous professional growth and the refinement of instructional skills.
- Exercising Independent Judgment in Educational Decisions Making decisions related to academic strategies, interventions, and instructional practices with minimal supervision and significant autonomy.
- Leading School-wide Initiatives for Academic Excellence Taking a leadership role in designing, implementing, and evaluating school-wide initiatives aimed at improving academic performance and student learning outcomes.
- Evaluating and Implementing Educational Technology Using expert judgment to assess and select educational technology tools that support and enhance learning and teaching practices.

- Collaborating with Administrators on School Goals Working closely with school leadership in setting academic goals, developing improvement plans, and evaluating school-wide progress toward educational objectives.
- Maintain regular and predictable attendance
- Ability to accept and apply feedback
- All other tasks and responsibilities as assigned by the supervisor

Qualifications

Supervision

This role requires effective supervision of teacher development by mentoring educators, leading professional training, and facilitating peer observations. The employee oversees intervention programs, provides feedback on teaching, and helps coordinate school-wide initiatives. Additionally, they collaborate with administrators to set and track goals, manage resources, and support new teachers in their transition. These duties allow the employee to play a key role in improving teaching and learning within the school.

Planning & Implementation

The employee will support school leadership by helping plan, evaluate, and recommend staff goals. They will also assist with leadership in areas such as curriculum, instruction, school improvement, safety, student management, school relationships, and professional development. The employee is responsible for implementing Academy programs and core values effectively.

Knowledge & Expertise

The employee in this position will continuously develop their knowledge of school reform and improvement. They will focus on curriculum development, training design, evaluation metrics, student achievement data analysis, and effective teaching methods. They should also be familiar with research on student motivation and behavior management.

Reasoning Ability

This role requires the ability to identify problems, gather information, and make informed conclusions. The employee must also be able to offer both logical and creative solutions in various situations.

Interpersonal Qualities

The employee must have excellent oral and written communication skills, with the ability to respond effectively to inquiries from students, parents, staff, Partner Solutions, the community, and the Academy Board. They must also be willing to collaborate with staff and administration to solve problems.

Education & Experience

- Bachelor's degree in Education, Curriculum & Instruction, or a related field (Master's degree preferred).
- Valid Michigan teaching certification and a minimum of 5+ years of teaching experience.
- Demonstrated expertise in instructional strategies, pedagogy, and best practices in teaching and learning.
- Strong knowledge of current educational trends, research, and data-driven instruction.
- Excellent communication, interpersonal, and organizational skills.

^{*}All employees must successfully pass a criminal background check

^{*}All employees must follow the policies as outlined in the Employee Handbook

- Ability to foster a positive learning environment and build collaborative relationships.
- Proficiency in using technology for instructional purposes and data analysis.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must meet the following physical demands:

- Occasionally lift and/or move objects
- Stand and walk frequently
- Withstand all demands presented by outside weather conditions at any time of the year
- Withstand a moderate noise level
- Handle high-pressure situations with mental and emotional endurance



ACADEMIC INTERVENTIONIST

Reports To: School Leader, Department Supervisor/Manager

Employed By: CS Partners/Partner Solutions

FLSA Status: Exempt

Other Titles: Reading Interventionist, Math Interventionist, Academic Specialist, Reading Specialist, Math

Specialist

Core Principles

Employees at Partner Solutions are committed to student and Academy success. They understand and contribute to building a culture that is driven by a belief that every child deserves a high quality, safe, and orderly school where students and families are held in the highest regard. All staff members collaborate, support each other, and are dedicated to continuous improvement, working together to advance education reform goals. The organization values integrity, innovation, and a solution-oriented mindset to achieve its mission.

Job Requirements

Typical requirements for this role include:

- Exercises discretion and independent judgment in developing, implementing, and adapting instructional interventions to meet the academic needs of students.
- Utilizes advanced knowledge of instructional strategies, assessment tools, and educational methodologies to analyze student performance and design targeted supports.
- Directs and leads small-group and one-on-one instructional sessions, ensuring alignment with district curriculum standards and state academic requirements.
- Provides professional expertise in evaluating student progress, interpreting assessment data, and recommending individualized instructional approaches.
- Develops and implements intervention plans that require consistent discretion and judgment in adapting methods to diverse student learning needs.
- Regularly collaborates with administrators, classroom teachers, and support staff to integrate intervention strategies into broader instructional programs.
- Oversees and directs the academic progress of students under their care, functioning as a recognized specialist in intervention services.
- Exercises authority in making recommendations regarding instructional strategies, curriculum supports, and student placement in academic support programs.
- Trains and advises instructional staff on evidence-based practices for supporting struggling learners, including English Language Learners and students with disabilities.
- Provides leadership in developing school-wide systems for identifying and supporting at-risk students.
- Maintains responsibility for work that is intellectual in nature and requires advanced knowledge customarily acquired through specialized education in teaching, literacy, or a related field.
- Maintains regular and predictable attendance
- Accepts and applies feedback
- Completes all other tasks and responsibilities as assigned by the supervisor

Qualifications

Supervision

This role requires effective supervision by guiding and overseeing students' academic progress during targeted intervention sessions, ensuring instructional strategies are effectively applied. They may also provide direction and support to instructional aides or collaborate with teachers, modeling best practices to strengthen school-wide intervention efforts to achieve full compliance and positive feedback from stakeholders.

Planning & Implementation

The employee will support school learning by designing data-driven intervention plans tailored to student needs and aligning them with curriculum standards. They then carry out these plans through structured lessons, progress monitoring, and ongoing adjustments to ensure student growth and success. The employee is responsible for implementing Academy programs and core values effectively.

Knowledge & Expertise

The employee in this position will continuously develop their knowledge of school reform and improvement. They will use research-based instructional strategies, assessment tools, and specialized training to address diverse learning needs. Their professional background allows them to analyze student data and deliver interventions that promote measurable academic improvement. They should also be familiar with research on student motivation and behavior management.

Reasoning Ability

This role requires the ability to identify problems, gather information, and make informed conclusions. The employee must also be able to offer both logical and creative solutions in various situations.

Interpersonal Qualities

The employee must have excellent oral and written communication skills, with the ability to respond effectively to inquiries from students, parents, staff, Partner Solutions, the community, and the Academy Board. They must also be willing to collaborate with staff and administration to solve problems.

- *All employees must successfully pass a criminal background check
- *All employees must follow the policies as outlined in the Employee Handbook

Education & Experience

- Bachelor's degree in Education (Master's degree preferred).
- Valid Michigan teaching certification
- Previous experience as a reading or math interventionist, literacy coach, or in a related role in K-12 education is highly desirable.
- Strong knowledge of development, intervention strategies, and assessment tools.
- Excellent communication, collaboration, and organizational skills.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must meet the following physical demands:

- Occasionally lift and/or move objects
- Stand and walk frequently
- Withstand all demands presented by outside weather conditions at any time of the year
- Withstand a moderate noise level
- Handle high-pressure situations with mental and emotional endurance



BEHAVIOR INTERVENTIONIST

Reports To: School Leader, Department Supervisor/Manager

Employed By: CS Partners/Partner Solutions

FLSA Status: Exempt

Other Titles: Behavior Specialist

Core Principles

Employees at Partner Solutions are committed to student and Academy success. They understand and contribute to building a culture that is driven by a belief that every child deserves a high quality, safe, and orderly school where students and families are held in the highest regard. All staff members collaborate, support each other, and are dedicated to continuous improvement, working together to advance education reform goals. The organization values integrity, innovation, and a solution-oriented mindset to achieve its mission.

Job Requirements

Typical requirements for this role include:

- Exercises discretion and independent judgment in designing, implementing, and adjusting individualized behavior intervention plans based on functional behavior assessments and student needs.
- Applies advanced knowledge of behavioral science, psychology, and evidence-based intervention strategies to analyze data and recommend appropriate supports.
- Provides professional expertise in crisis intervention, de-escalation techniques, and behavioral skill-building to ensure safe and productive learning environments.
- Regularly collaborates with teachers, administrators, and support staff to integrate behavioral interventions into instructional settings and broader school programs.
- Trains and advises instructional staff and paraprofessionals on best practices for behavior management, modeling strategies to promote consistency across environments.
- Interprets and evaluates behavioral data, exercising judgment in determining the effectiveness of interventions and making necessary modifications.
- Develops and delivers professional development sessions on trauma-informed practices, socialemotional learning, and positive behavioral supports.
- Serves as a recognized specialist in behavioral intervention, providing consultation and recommendations that directly impact student success and school climate.
- Maintains responsibility for work that is intellectual and specialized in nature, requiring advanced knowledge in education, psychology, or a related field customarily acquired through specialized study.
- Maintains regular and predictable attendance
- Accepts and applies feedback
- Completes all other tasks and responsibilities as assigned by the supervisor

Qualifications

Supervision

This role requires effective supervision of students' behavioral progress during interventions while also providing direction and support to teachers and school staff in applying consistent strategies.

Planning & Implementation

The employee will be responsible for designing individualized behavior intervention plans based on data and then carrying them out through structured supports, progress monitoring, and adjustments to ensure effectiveness. The employee is responsible for implementing Academy programs and core values effectively.

Knowledge & Expertise

The employee in this position will continuously develop their knowledge and expertise by applying principles of psychology, behavioral science, and evidence-based practices to address complex student needs, improve self-regulation, and foster positive learning environments.

Reasoning Ability

This role requires the ability to identify problems, gather information, and make informed conclusions. The employee must also be able to offer both logical and creative solutions in various situations.

Interpersonal Qualities

The employee must have excellent oral and written communication skills, with the ability to respond effectively to inquiries from students, parents, staff, Partner Solutions, the community, and the Academy Board. They must also be willing to collaborate with staff and administration to solve problems.

- *All employees must successfully pass a criminal background check
- *All employees must follow the policies as outlined in the Employee Handbook

Education & Experience

- Bachelor's degree in Psychology, Education, Social Work, or a related field; Master's degree preferred.
- Experience working with individuals with behavioral issues, developmental disabilities, or in educational settings preferred.
- Knowledge of Applied Behavior Analysis (ABA) principles and techniques is a plus.
- Strong observational and analytical skills with the ability to assess and respond to individual needs.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must meet the following physical demands:

- Occasionally lift and/or move objects
- Stand and walk frequently
- Withstand all demands presented by outside weather conditions at any time of the year
- Withstand a moderate noise level
- Handle high-pressure situations with mental and emotional endurance

BUS DRIVER

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions FLSA Status: Non-Exempt Other Titles: Head Bus Driver

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Employees in this position are responsible for providing safe transportation to all assigned students. A Bus Driver is responsible for all aspects of bus safety and maintenance. A successful Bus Driver must maintain order amongst students in order to promote a safe transportation environment. The Bus Driver must follow all traffic regulations, maintain a regular transportation schedule and maintain the bus equipment. In addition, a Bus Driver is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. A Bus Driver is responsible for the supervision of all assigned students while riding the bus.

Planning & Implementation

An effective Bus Driver will possess the ability to transport students safely. The Bus Driver must be able to follow the scheduled routine, avoid damaging the bus while in operation and maintain the bus equipment.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all traffic laws. In addition, a successful Bus Driver must possess knowledge of all bus equipment and their functions and will maintain knowledge of basic first-aid procedures. An effective Bus Driver will execute safe transportation by adjusting driving techniques during times of inclement weather or changing traffic environments.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard

situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

A Bus Driver must be at least 18 years old and possess valid driver and chauffeur licenses. A Bus Driver must have less than seven points on their driver's license. A Bus Driver must also meet all further requirements identified by Michigan State Law. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 50 pounds.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

CHILDCARE ASSISTANT

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions FLSA Status: Non-Exempt

Other Titles: Aide, LatchKey, GSRP Aide, GSRP Associate Teacher, GSRP 3rd Person

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Employees in this position are responsible for assisting in all aspects of the Childcare program. The Childcare Assistant will work under the supervision of the School Leader. In addition, the Childcare Assistant must maintain a safe and orderly environment for students and must account for all assigned students within the program. The Childcare Assistant is subject to all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Childcare Assistant will be responsible for the supervision of all assigned students in the Childcare program.

Planning & Implementation

An effective employee in this position will provide effective childcare within a designated program. In addition, the Childcare Assistant will assist with instruction for students involved in the program.

Knowledge & Expertise

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Childcare Assistant must be able to account for multiple students at once.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Childcare Assistant must be at least 18 years of age and have successfully completed CPR and First Aid Training. In addition, the Childcare Assistant must meet any additional licensing standards as established by the Michigan Bureau of Community and Health Systems. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate to loud noise level.

CUSTODIAN

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions FLSA Status: Non-Exempt Other Titles: Maintenance

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

An employee in this position is responsible for all assigned custodial duties, including the cleanliness, maintenance and safety of all assigned Academy buildings, equipment and grounds. Employees in this position will perform routine cleaning and minor repairs. The Custodian is responsible for creating and maintaining a cleaning schedule. In addition, the Custodian is responsible for all further duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply supervision assistance when applicable. At times, the Custodian may be responsible for assisting with the supervision of students.

Planning & Implementation

An effective employee in this position will possess the ability to provide reliable input in order to develop and maintain an efficient cleaning schedule for the Academy. In addition, the Custodian must be able to carry out the schedule routinely.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of cleaning and maintenance of buildings, grounds and equipment. The Custodian must possess knowledge of cleaning tools, chemicals and procedures. The Custodian must also be able to operate cleaning equipment safely.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Custodian must complete hazardous materials training prior to beginning their assignment. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 75 pounds (when applicable, a back-belt should be worn when lifting heavy objects).
- Stand or walk for the majority of a day.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.
- Withstand exposure to cleaning chemicals on a routine basis.

DEPARTMENT DIRECTOR

Reports To: School Leader **Employed By:** Partner Solutions

FLSA Status: Exempt

Other Titles: Athletic Director, Child Care Director, Pre-K Director, GSRP Director, Food Service Director/Coordinator, Summer School Program Director, Latchkey Site Director, Special Education Director, Special Education Supervisor, Special Education Coordinator, Director of Teacher Support Team ("TST"), Transportation Director, Health Coordinator, Information Technology ("IT"), Network Coordinator, Facilities Supervisor, Maintenance Director, Lead Custodian, Title I Compliance Coordinator, Admissions Director, Enrollment Director, Lead Paraprofessional, Leadership Team Member, School Start Up Project Manager, Dean of Administrative Services, Director of TST and Administrative Services, Dean of Students, Academic Coach, Director of School Learning, Behavior Intervention Specialist, Director of Compliance, Director of Student Development, Behavioral/Instructional Coach, Student Advocate, Dean of Teaching and Student Learning, Instructional Coordinator, Dean of Academic and Student Services, Dean of Culture, Director of Development & Marketing, Development/Special projects Coordinator, Director of Operations, Trauma Service Coordinator, Restorative Practices Coordinator, Communication and Enrollment Coordinator, Social and Emotional Learning Coordinator, CTE Director.

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Department Director may be responsible for the functions of their specific department. The Department Director may supervise department staff. The Department Director is responsible for maintenance of the department specific records. The Department Director is responsible for scheduling, reporting and communicating with parents, students and staff as it pertains to their department. In addition, the Department Director is responsible for any and all duties as assigned.

Oualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Department Director is responsible for assisting in the supervision of assigned staff. Supervisory responsibilities include assisting in the evaluation process, rewarding and disciplining employees, addressing complaints, delegating work related tasks and assisting in the interviewing, hiring and training of employees.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all functions within the department. In addition, an individual in this position will be able to lead staff in the creation of schedules, record maintenance and all necessary reporting.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all department functions. The Department Director must be able to manage all aspects of the department. The Department Director must be comfortable working with business related documents, such as budgeting, compliance, student enrollment and all other necessary documentation.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Child Care Director must meet all applicable qualifications established by the Michigan Bureau of Community and Health Systems.

The Transportation Director must meet all State of Michigan requirements for Bus Drivers. In addition, a Transportation Director must be at least 18 years of age, have less than six points on their driver's license and possess a chauffeur license.

The Special Education Director must possess a bachelor's degree and meet all requirements for Special Education Supervisor approval from the Intermediate School District ("ISD"). To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet

the following: All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

The Food Service Director must be ServSafe certified or hold a Food Handler's Certificate.

The Lead Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours), or
- Obtain an associate's degree (or higher), or
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics;
 or
 - o Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.

Any position that is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official is required to meet the following: All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds (75 pounds for a Facilities Supervisor).
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

GUIDANCE COUNSELOR

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Career Coordinator

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The successful Guidance Counselor provides support for students across a variety of areas, including behavior, career guidance and college preparation. The Guidance Counselor provides confidentiality for students and parents. In addition, the successful Guidance Counselor aligns student interests with post-secondary opportunities and will work to reinforce positive student behavior. The Guidance Counselor is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. When necessary, the Guidance Counselor may be required to supervise students or facilitate meetings.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The Guidance Counselor must possess exceptional planning and organization skills. The Guidance Counselor should implement programs that will expose students to opportunities beyond the classroom and after graduation.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all methods of communication, including email and phone, and actively respond to inquiries from resources within the community. The Guidance Counselor must also be able to manage a variety of documents while maintaining legality and confidentiality. In addition, the Guidance Counselor must possess the ability to implement programs that promote advanced learning. The Guidance Counselor should possess expertise in behavioral intervention and positive reinforcement techniques.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position

will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Guidance Counselor must meet the certification requirements for school counselors established by the Michigan Department of Education. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

NON-CERTIFIED ADMINISTRATIVE STAFF

Reports To: School Leader and/or Department Director and/or Office Manager

Employed By: Partner Solutions **FLSA Status:** Non-Exempt

Other Titles: Assistant Office Manager, Administrative Assistant, Technology Assistant, Student Services Coordinator, Administrative Intern, Secretary, Receptionist, Truancy Officer, Homeless Liaison, Short Watch, Supervisor of Information Management and Compliance Reporting, Coordinator of Compliance Data & Data Management, Staffing Coordinator, Academy Liaison Officer, Office Assistant, Finance Coordinator, Pupil Accounting, Attendance Liaison.

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Non-Certified Administrative Staff are responsible for assisting with all office operations. Employees in this position will be the face of the Academy and the main point of contact for all Academy visitors. Non-Certified Administrative Staff will be responsible for all communication with parents, assisting with reporting and documentation and all other duties as assigned.

Qualifications

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all administrative functions. In addition, this position is responsible for developing and maintaining schedules for students, staff and office personnel.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all methods of communication, including email and phone. An employee in this position must be able to assist in file maintenance, student medication tracking, answering phones and communicating with students, parents and staff. In addition, an employee in this position is responsible for directing and assisting individuals in the office, including students and parents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

Education & Experience

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

^{*}All employees must successfully pass a criminal background check.

^{*}All employees must follow the code of conduct as outlined in the Employee Handbook.

PARAPROFESSIONAL

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions **FLSA Status:** Non-Exempt

Other Titles: Teacher Assistant, Special Education Assistant, TST Assistant, Title I Paraprofessional, English Learners Coordinator, Online Facilitator Paraprofessional, School Testing Coordinator, Paraprofessional Student Coach, Support Teacher, Behavior

Interventionist/Coach

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Paraprofessionals provide instructional assistance under the supervision of classroom Teacher(s) or other instructional leaders as assigned. Paraprofessionals assist in the preparation and delivery of unit plans and provide individual and small group instruction. High quality Paraprofessionals attend staff professional development and conscientiously apply the strategies and research studied there. Paraprofessionals actively work to understand and support student assessment, particularly for those students who require interventions. Paraprofessionals are responsible for maintaining logs and for understanding the scope of services provided according to grant funding regulations and guidelines (if applicable). In addition, the Paraprofessional is responsible for any and all further duties as assigned.

Title I Paraprofessionals provide supplementary instructional assistance to students who have been identified to receive additional academic support under the Title I program. This position should be viewed as vital to the school improvement plan implementation and student achievement and ensures that students who need the most help receive instruction support from qualified Paraprofessionals. Title I Paraprofessionals are responsible for completing semi-annual certifications or personnel activity reports as required.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Paraprofessional will be responsible for assisting with the supervision of students.

Planning & Implementation

An effective employee in this position will provide effective instructional assistance within a designated program. In addition, the Paraprofessional must be able to plan and implement a

strategy, under the supervision of the assigned instructional leader, for improving student success based on each individual student's needs.

Knowledge & Expertise

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Paraprofessional must be able to account for multiple students at once. The Paraprofessional must have knowledge of classroom reinforcement, intervention, behavior reporting and the proper treatment of special needs students.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); **or**
- Obtain an associate's degree (or higher); or
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics;
 or
 - o Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

• Occasionally lift and/or move objects weighing up to 25 pounds.

- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Assist/lift students if necessary.
- Withstand a moderate noise level.

SCHOOL LEADER

Reports To: Partner Solutions **Employed By:** Partner Solutions

FLSA Status: Exempt

Other Titles: Principal, Director, Executive Director, Chief Academic Officer

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The School Leader is responsible for communicating the mission and purpose of the Academy to all stakeholders. An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The School Leader will select, supervise, mentor and evaluate assigned Academy staff and determine required professional development. If also acting as the instructional leader, the School Leader will interpret data and implement instructional and procedural strategies that reflect high expectations for students and staff. The School Leader is responsible for daily operations at the Academy with regard to safety, compliance and living within the approved Academy budget. Ultimately, the School Leader will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed. The School Leader is also responsible to report to the board, regarding the management and performance of the Academy. In addition, the School Leader is responsible for any and all duties as assigned including tasks as designated on the applicable Partner Solutions/CS Partners Services Grid(s).

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The School Leader is responsible for the supervision of all assigned employees, and ultimately the effectiveness of the Academy. Supervisory responsibilities include selecting staff, leading the staff evaluation process, developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the School Leader must provide leadership in curriculum, instruction, administration, school improvement and professional development. An employee in this position is responsible for overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The School Leader will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. The School Leader must be able to provide classroom observation and feedback regarding the execution of the curriculum. An employee in this position must be comfortable working with all business related documents including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and other administration to problem solve.

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.



School Safety Manager (Armed)

Reports To: School Leader, Department Supervisor/Manager

Employed By: CS Partners/Partner Solutions

FLSA Status: Exempt

Other Titles: School Safety Supervisor, School Safety Director/Director of School Safety

Core Principles

Employees at Partner Solutions are committed to student and Academy success. They understand and contribute to building a culture that is driven by a belief that every child deserves a high quality, safe, and orderly school where students and families are held in the highest regard. All staff members collaborate, support each other, and are dedicated to continuous improvement, working together to advance education reform goals. The organization values integrity, innovation, and a solution-oriented mindset to achieve its mission.

Job Requirements

Typical requirements for this role include:

- Monitor and ensure the safety and security of students, staff, and visitors on school grounds.
- Respond promptly and appropriately to safety-related incidents, emergencies, or suspicious activity.
- Carry and responsibly handle a firearm in accordance with applicable laws, policies, and training.
- Maintain a visible and approachable presence to deter potential threats and promote a safe school climate.
- Enforce school rules, policies, and procedures related to safety and security.
- Conduct regular patrols of school buildings, parking lots, and perimeter areas.
- Collaborate with school administration during drills (fire, lockdown, evacuation, etc.) and actual emergencies.
- Serve as a liaison with local law enforcement and emergency response agencies.
- Build positive relationships with students to support a safe and respectful learning environment.
- De-escalate conflicts and intervene in crisis situations using appropriate safety protocols.
- Control access to the building by monitoring entry points and screening visitors in accordance with school procedures.
- Oversee other security officers and safety team members to ensure proper protocol and credentialing.
- Assist in the investigation of safety violations, vandalism, theft, or other incidents on campus.
- Maintain accurate and timely reports related to security issues, interventions, and incidents.
- Participate in ongoing training related to firearms safety, crisis intervention, and youth engagement.
- Support school events (e.g., assemblies, athletic events, dismissal) with a security presence as needed.
- Provide guidance to staff on safety procedures and emergency preparedness.
- Uphold confidentiality and professionalism in all interactions.
- Maintain regular and predictable attendance
- Ability to accept and apply feedback
- All other tasks and responsibilities as assigned by the supervisor

Qualifications

Supervision

The School Safety Director will be responsible for actively supervising safety teams, students, staff, and visitors throughout the school day to maintain a safe and orderly environment. This includes monitoring hallways, common areas, entrances, and outdoor spaces during arrival, dismissal, lunch periods, and class transitions. The officer will remain alert to potential safety concerns, provide immediate support when issues arise, and serve as a consistent, visible presence to deter misconduct and foster a sense of security within the school community.

Planning & Implementation

The School Safety Director will use planning and implementation skills to support daily safety operations and emergency preparedness. This includes developing and executing security routines, assisting in the coordination of safety drills, and helping implement school-wide protocols for crisis response. The officer will also work proactively with school leadership to identify potential safety concerns and contribute to the creation of action plans that address ongoing security needs.

Knowledge & Expertise

The School Safety Director will apply their knowledge and expertise in law enforcement, emergency response, and school safety throughout the day to protect the school community. This includes using trained judgment to assess situations, enforce policies appropriately, and respond effectively to incidents or threats. The officer will also serve as a resource for staff and students by providing guidance on safety practices, conflict resolution, and crisis intervention, ensuring that all actions align with legal standards and best practices for school security.

Reasoning Ability

This role requires the ability to identify problems, gather information, and make informed conclusions. The employee must also be able to offer both logical and creative solutions in various situations.

Interpersonal Qualities

The employee must have excellent oral and written communication skills, with the ability to respond effectively to inquiries from students, parents, staff, Partner Solutions, the community, and the Academy Board. They must also be willing to collaborate with staff and administration to solve problems.

- *All employees must successfully pass a criminal background check
- *All employees must follow the policies as outlined in the Employee Handbook

Education & Experience

- Minimum of 2 years of experience in security, law enforcement, or a related field, preferably in a school or youth-centered environment.
- CPR/First Aid and crisis intervention training required.
- Valid license or certification to carry a firearm in accordance with state and local laws.
- Current or former law enforcement officer, military police, or equivalent experience preferred.
- Familiarity with school safety procedures, de-escalation strategies, and youth engagement techniques.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must meet the following physical demands:

- Ability to stand, walk, and patrol school grounds for extended periods throughout the day.
- Physically able to respond quickly to emergency situations, including running, climbing stairs, and performing physical interventions if necessary.
- Ability to lift, carry, or move objects and equipment.
- Capable of maintaining focus and situational awareness during long periods of active supervision.
- Must have sufficient vision and hearing to observe and respond to incidents in a variety of environments.
- Ability to operate and safely handle a firearm and other security equipment as required.
- Must be able to work both indoors and outdoors in various weather conditions.
- Withstand a moderate noise level
- Handle high-pressure situations with mental and emotional endurance



School Safety Officer (Armed)

Reports To: School Leader, Department Supervisor/Manager

Employed By: CS Partners/Partner Solutions

FLSA Status: Non-Exempt

Other Titles: School Safety Monitor, School Resource Officer, Culture Monitor, Hall Monitor

Core Principles

Employees at Partner Solutions are committed to student and Academy success. They understand and contribute to building a culture that is driven by a belief that every child deserves a high quality, safe, and orderly school where students and families are held in the highest regard. All staff members collaborate, support each other, and are dedicated to continuous improvement, working together to advance education reform goals. The organization values integrity, innovation, and a solution-oriented mindset to achieve its mission.

Job Requirements

Typical requirements for this role include:

- Monitor and ensure the safety and security of students, staff, and visitors on school grounds.
- Respond promptly and appropriately to safety-related incidents, emergencies, or suspicious activity.
- Carry and responsibly handle a firearm in accordance with applicable laws, policies, and training.
- Maintain a visible and approachable presence to deter potential threats and promote a safe school climate.
- Enforce school rules, policies, and procedures related to safety and security.
- Conduct regular patrols of school buildings, parking lots, and perimeter areas.
- Collaborate with school administration during drills (fire, lockdown, evacuation, etc.) and actual emergencies.
- Serve as a liaison with local law enforcement and emergency response agencies.
- Build positive relationships with students to support a safe and respectful learning environment.
- De-escalate conflicts and intervene in crisis situations using appropriate safety protocols.
- Control access to the building by monitoring entry points and screening visitors in accordance with school procedures.
- Assist in the investigation of safety violations, vandalism, theft, or other incidents on campus.
- Maintain accurate and timely reports related to security issues, interventions, and incidents.
- Participate in ongoing training related to firearms safety, crisis intervention, and youth engagement.
- Support school events (e.g., assemblies, athletic events, dismissal) with a security presence as needed.
- Provide guidance to staff on safety procedures and emergency preparedness.
- Uphold confidentiality and professionalism in all interactions.
- Maintain regular and predictable attendance
- Ability to accept and apply feedback
- All other tasks and responsibilities as assigned by the supervisor

Qualifications

Supervision

The School Safety Officer will be responsible for actively supervising students, staff, and visitors throughout the school day to maintain a safe and orderly environment. This includes monitoring hallways, common areas, entrances, and outdoor spaces during arrival, dismissal, lunch periods, and class transitions. The officer will remain alert to potential safety concerns, provide immediate support when issues arise, and serve as a consistent, visible presence to deter misconduct and foster a sense of security within the school community.

Planning & Implementation

The School Safety Officer will use planning and implementation skills to support daily safety operations and emergency preparedness. This includes developing and executing security routines, assisting in the coordination of safety drills, and helping implement school-wide protocols for crisis response. The officer will also work proactively with school leadership to identify potential safety concerns and contribute to the creation of action plans that address ongoing security needs.

Knowledge & Expertise

The School Safety Officer will apply their knowledge and expertise in law enforcement, emergency response, and school safety throughout the day to protect the school community. This includes using trained judgment to assess situations, enforce policies appropriately, and respond effectively to incidents or threats. The officer will also serve as a resource for staff and students by providing guidance on safety practices, conflict resolution, and crisis intervention, ensuring that all actions align with legal standards and best practices for school security.

Reasoning Ability

This role requires the ability to identify problems, gather information, and make informed conclusions. The employee must also be able to offer both logical and creative solutions in various situations.

Interpersonal Qualities

The employee must have excellent oral and written communication skills, with the ability to respond effectively to inquiries from students, parents, staff, Partner Solutions, the community, and the Academy Board. They must also be willing to collaborate with staff and administration to solve problems.

- *All employees must successfully pass a criminal background check
- *All employees must follow the policies as outlined in the Employee Handbook

Education & Experience

- Minimum of 2 years of experience in security, law enforcement, or a related field, preferably in a school or youth-centered environment.
- CPR/First Aid and crisis intervention training required.
- Valid license or certification to carry a firearm in accordance with state and local laws.
- Current or former law enforcement officer, military police, or equivalent experience preferred.
- Familiarity with school safety procedures, de-escalation strategies, and youth engagement techniques.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must meet the following physical demands:

- Ability to stand, walk, and patrol school grounds for extended periods throughout the day.
- Physically able to respond quickly to emergency situations, including running, climbing stairs, and performing physical interventions if necessary.
- Ability to lift, carry, or move objects and equipment.
- Capable of maintaining focus and situational awareness during long periods of active supervision.
- Must have sufficient vision and hearing to observe and respond to incidents in a variety of environments.
- Ability to operate and safely handle a firearm and other security equipment as required.
- Must be able to work both indoors and outdoors in various weather conditions.
- Withstand a moderate noise level
- Handle high-pressure situations with mental and emotional endurance

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SCHOOL SOCIAL WORKER

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions, or contracted

FLSA Status: Exempt

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The successful School Social Worker employee provides support for students across a variety of areas, and supports with other Special Education Personnel the areas including behavior, rehabilitation, counseling and therapy. The School Social Worker employee provides confidentiality for students and parents. In addition, the successful School Social Worker employee will work as a consultant to parents, teachers and administration. The School Social Worker employee will work to reinforce positive student behavior, counsel students as necessary and promote maximum student achievement, especially for disabled students. In addition, the School Social Worker employee is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. When necessary, the School Social Worker employee may be required to supervise students or facilitate meetings.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The School Social Worker employee must possess exceptional planning and organization skills, as well as a high level of confidentiality. The School Social Worker employee should assist in the planning and implementation of student development.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of behavior modification techniques, rehabilitation, learning styles, behavior analysis, child development and data analysis. The School Social Worker employee must also be able to manage a variety of documents while maintaining legality and confidentiality. In addition, the School Social Worker employee must possess the ability to implement programs that promote advanced learning and development at the individual level. The School Social Worker employee should possess expertise in behavioral intervention, rehabilitative programs and reinforcement techniques.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

A School Social Worker must possess a master's degree in social work. In addition, A School Social Worker must have a Limited Master Social Worker ("LMSW") License or Master Social Worker ("MSW") License. If in possession of a LMSW License, the School Social Worker must pass a comprehensive exam within six years to obtain a MSW License. If applicable, approval via the Office of Special Education Services may be required. Meet all requirements established by the Michigan Department of Education for School Social Workers.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects or individuals weighing up to 75 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SPECIAL EDUCATION PERSONNEL

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions, or contracted

FLSA Status: Exempt

Other Titles: School Social Worker, Occupational Therapist, Physical Therapist, Certified Occupational Therapist Assistant, School Psychologist, Speech-Language Therapist, School

Counselor, Special Population Personnel

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The successful Special Education Personnel employee provides support for students across a variety of areas, including behavior, rehabilitation, counseling and therapy. The Special Education Personnel employee provides confidentiality for students and parents. In addition, the successful Special Education Personnel employee will work as a consultant to parents, teachers and administration in regard to learning styles and behavior modification techniques. The Special Education Personnel employee will work to reinforce positive student behavior, counsel students as necessary and promote maximum student achievement, especially for disabled students. In addition, the Special Education Personnel employee is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. When necessary, the Special Education Personnel employee may be required to supervise students or facilitate meetings.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The Special Education Personnel employee must possess exceptional planning and organization skills, as well as a high level of confidentiality. The Special Education Personnel employee should assist in the planning and implementation of student development.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of behavior modification techniques, rehabilitation, learning styles, behavior analysis, child development and data analysis. The Special Education Personnel employee must also be able to manage a variety of documents while

maintaining legality and confidentiality. In addition, the Special Education Personnel employee must possess the ability to implement programs that promote advanced learning and development at the individual level. The Special Education Personnel employee should possess expertise in behavioral intervention, rehabilitative programs and reinforcement techniques. In addition, the Special Education Personnel employee should have knowledge in the assigned areas of psychology, counseling, education, training, child development or therapy.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

- A School Social Worker must possess a master's degree in social work. In addition, A School Social Worker must have a Limited Master Social Worker ("LMSW") License or Master Social Worker ("MSW") License. If in possession of a LMSW License, the School Social Worker must pass a comprehensive exam within six years to obtain a MSW License. If applicable, approval via the Office of Special Education Services may be required. Meet all requirements established by the Michigan Department of Education for School Social Workers.
- A School Psychologist must possess a valid Michigan School Psychologist Certificate or a Preliminary School Psychologist Certificate.
- An Occupational Therapist must possess a valid Michigan Occupational Therapist License.
- A Physical Therapist must possess a Doctorate of Physical Therapy ("DPT") degree. In addition, a Physical Therapist must successfully complete the national physical therapy licensure examination. Must possess valid Michigan Physical Therapist License.
- A Speech-Language Pathologist must possess a master's degree in speech-language pathology from an accredited institution. In addition, a Speech-Language Pathologist must possess a Certificate of Clinical Competency from the American Speech-Language-Hearing Association. Must possess a Speech Language Pathologist Therapist License.
- A School Counselor must possess a valid Temporary School Counselor License (TSCL), Preliminary School Counselor Credential (PSCC), Michigan Teaching Certificate with the School Counselor (NT) endorsement, or School Counselor License (SCL).

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects or individuals weighing up to 75 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SUPERINTENDENT

Reports To: Partner Solutions **Employed By:** Partner Solutions

FLSA Status: Exempt

Other Titles: Lead Administrator, Director, Executive Director

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The Executive Director is responsible for communicating the mission and purpose of the Academy to all stakeholders. The Executive Director establishes positive relationships with the Academy Board, families, staff and students to guide decision making in service of the vision and values the Academy has established in its Contract. The Executive Director will supervise and evaluate Academy leadership and provide opportunities for further development. The Executive Director is responsible for developing and managing a budget for approval by the Academy Board that maximizes services to students and achieves academic growth and Academy excellence. He or she will establish short and long term goals, devise strategies to achieve them and assign staff to oversee progress toward goals. If also acting as the instructional leader, the Executive Director will interpret data and implement instructional strategies that reflect high expectations for students and staff. In addition, the Executive Director is responsible for any and all further duties as assigned including tasks as designated on the applicable Partner Solutions/CS Partners Services Grid(s). Ultimately, the Executive Director will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Executive Director will be responsible for the supervision of all assigned employees and ultimately the effectiveness of the Academy. Supervisory responsibilities include selecting staff, leading the staff evaluation process and developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the Executive Director must provide leadership in curriculum, instruction, administration, school improvement and

professional development. An employee in this position is responsible for overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The Executive Director will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. The Executive Director must be able to provide classroom observation and feedback regarding the execution of the curriculum. An employee in this position must be comfortable working with all business related documents, including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

All administrators or other persons whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

TEACHER

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Resource Room Teacher, Special Education Teacher, Lead Teacher, Intervention Teacher, Online Facilitator Teacher, Substitute Teacher, MTSS Coordinator, Instructional Coach,

Success Coach and all other subject or grade level teachers

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Teachers are members of a professional community, where they work collaboratively to promote high expectations and academic growth. Teachers are dedicated to the mission of the Academy by participating in professional development and applying it to their classrooms. Exceptional Teachers demonstrate a solution-oriented approach to challenges, are reflective and work to understand and use best practices to continuously improve instruction and increase student achievement. Teachers are responsible for implementing the Academy curriculum, participating in its revision, developing assessments and monitoring student progress and for maintaining positive home-Academy relationships.

Special Education Teachers are responsible for promoting a positive learning environment for students with disabilities. Special Education Teachers must modify instructional techniques in order to enhance learning for all students. In addition, Special Education Teachers are responsible for collaboration, participation in professional development and continuous improvement of instructional practices. Special Education Teachers are responsible for tracking the progress of students with disabilities and communicating progress with parents.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. Teachers will be responsible for the supervision of students. Supervisory responsibilities include establishing respectful routines and procedures that maximize learning by establishing a safe and orderly environment and overseeing all classroom activities. Teachers may also participate as supervisors in Teacher led school improvement activities.

Planning & Implementation

An effective employee in this position will assist in the creation of an instructional plan based on student needs in coordination with the published education program. In addition, the Teacher must implement instructional strategies as expected and described by administration and leadership. The Teacher is responsible for researching and employing instructional methods and carrying out practices required for student success.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of curriculum development and metrics for evaluation. The Teacher must be an expert in instructional implementation and be committed to a reflective, solutions-oriented approach to continuous school improvement. Excellent Teachers understand and expect to be exemplars of life-long learning. The Teacher must possess a high level of knowledge and expertise in their specific subject matter. The Teacher must execute a variety of instructional techniques.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. Teachers possess the intellectual capacity and agency to affect student achievement and positive Academy change. In addition, the Teacher will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- The Physical Education Teacher must complete concussion training prior to beginning their assignment.
- The Science Teacher must complete Hazardous Materials Training prior to beginning their assignment.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
 Withstand a moderate noise level.
- Assist/lift students, as necessary.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.



Transportation Director

Reports To: School Leader

Employed By: CS Partners/Partner Solutions

FLSA Status: Exempt

Other Titles: Transportation Coordinator, Transportation Manager, Transportation Supervisor, Bus

Manager, Bus Supervisor

Core Principles

Employees at Partner Solutions are committed to student and Academy success. They understand and contribute to building a culture that is driven by a belief that every child deserves a high quality, safe, and orderly school where students and families are held in the highest regard. All staff members collaborate, support each other, and are dedicated to continuous improvement, working together to advance education reform goals. The organization values integrity, innovation, and a solution-oriented mindset to achieve its mission.

Job Requirements

Typical requirements for this role include:

- Applies advanced knowledge of transportation systems, routing logistics, and pupil transportation regulations to develop and manage daily and long-term transportation operations.
- Interprets and ensures compliance with federal, state (e.g., Michigan Pupil Transportation Act), and local regulations governing school transportation and student safety.
- Exercises discretion and independent judgment in planning, directing, and evaluating school transportation routes, fleet schedules, and driver assignments to maximize efficiency and safety.
- Develops and oversees training programs for bus drivers and transportation staff, including instruction on student management, emergency procedures, and legal compliance.
- Advises school administration on transportation policies and procedures, making recommendations that reflect expert knowledge and professional judgment.
- Analyzes ridership data and operational performance to create transportation plans that align with district goals and student needs.
- Coordinates transportation services for students with special needs, including IEP-related transportation, applying specialized knowledge in accessibility and individualized planning.
- Reviews and interprets legal and technical documents related to school transportation, including contracts, service agreements, and risk management documentation.
- Oversees compliance audits, prepares regulatory reports, and serves as liaison to state and regional transportation agencies.
- Participates in budget development and cost analysis for the transportation department, applying professional expertise to optimize resources and ensure fiscal accountability.
- Maintain regular and predictable attendance
- Ability to accept and apply feedback
- All other tasks and responsibilities as assigned by the supervisor

Qualifications

Supervision

This role requires effective supervision of all assigned employees and the overall success of the Academy. This includes overseeing and directing transportation staff, establishing performance expectations, assigning routes, and ensuring compliance with safety, regulatory, and operational standards. Through effective supervision, the coordinator ensures safe, efficient, and compliant transportation services for all students. Responsibilities include participating in staff evaluations and ensuring procedures and plans are followed to achieve full compliance and positive feedback from stakeholders.

Planning & Implementation

The employee will support school leadership by helping design, develop, and execute efficient and compliant transportation systems that support the needs of the school district. This includes creating bus routes, scheduling personnel, coordinating services for special populations, and ensuring readiness for daily operations and emergencies. The employee applies data analysis, regulatory knowledge, and strategic thinking to implement solutions that enhance safety, optimize resources, and align with district goals. The employee is responsible for implementing Academy programs and core values effectively.

Knowledge & Expertise

The employee in this position will continuously develop their knowledge and specialized expertise in school transportation regulations, logistics, and student safety to manage complex operational needs. This includes interpreting federal and state laws, applying best practices in routing and fleet management, and addressing unique transportation requirements for students. Their expertise ensures that all transportation services are legally compliant, efficient, and aligned with the educational mission of the district.

Reasoning Ability

This role requires the ability to identify problems, gather information, and make informed conclusions. The employee must also be able to offer both logical and creative solutions in various situations.

Interpersonal Qualities

The employee must have excellent oral and written communication skills, with the ability to respond effectively to inquiries from students, parents, staff, Partner Solutions, the community, and the Academy Board. They must also be willing to collaborate with staff and administration to solve problems.

- *All employees must successfully pass a criminal background check
- *All employees must follow the policies as outlined in the Employee Handbook

Education & Experience

- High school diploma or GED required; Associate's or Bachelor's degree in transportation management, logistics, business administration, or a related field preferred.
- Prior experience in a supervisory or leadership role strongly preferred.
- Demonstrated knowledge of Michigan Pupil Transportation laws, Federal Motor Carrier Safety Administration (FMCSA) regulations, and other applicable federal, state, and local transportation regulations.
- Experience with route planning software, GPS tracking systems, and transportation management systems preferred.
- Must possess or be able to obtain a valid Michigan Commercial Driver's License (CDL) with appropriate endorsements (e.g., School Bus and Passenger) within a specified timeframe.

 Successful completion of state-required Transportation Supervisor training (e.g., offered through the Michigan Department of Education or Michigan Association for Pupil Transportation) may be required.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must meet the following physical demands:

- Occasionally lift and/or move objects
- Stand and walk frequently
- Withstand all demands presented by outside weather conditions at any time of the year
- Withstand a moderate noise level
- Handle high-pressure situations with mental and emotional endurance

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into as of January 1, 2025 by and among CS PARTNERS, INC., a Michigan corporation ("CS Partners"), CSP MANAGEMENT INC., a Michigan corporation d/b/a PARTNER SOLUTIONS FOR SCHOOLS ("Partner Solutions for Schools" and together with CS Partners, collectively "CSP"), and DETROIT COMMUNITY SCHOOLS, a Michigan public school academy (the "Academy") formed under Part 6(A) of the Revised School Code (the "Code"), as amended.

As a wholly owned subsidiary of CS Partners, Partner Solutions for Schools is the employer of record for all staff assigned to work at the Academy. CS Partners provides the educational consulting services and oversees the management and operational services of the Academy. Together, CS Partners and Partner Solutions for Schools are jointly responsible for providing the Services under this Agreement.

The Academy has been issued a contract dated July 1, 2021 (the "Contract") by the BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS (the "Authorizer") to organize and operate a public school academy. The Authorizer is the statutory authorizing body. The Code and the Contract permit a public school academy to contract with persons and entities for the operation and management of the public school academy.

The Academy and CSP desire to create an enduring educational partnership whereby the Academy and CSP will work together to develop and bring about systems of educational excellence and services to the Academy based on CSP's vision of school design, CSP's management principles, the Educational Program (defined below), and the educational goals and curriculum adopted by the Board of Directors of the Academy (the "Board").

THEREFORE, the parties hereby agree as follows:

ARTICLE I Relationship of the Parties and Other Matters

Section 1. <u>Authority</u>. The Academy represents that (a) it is authorized by law to contract with a private entity for the provision of management and operational services to the Academy, (b) it has been issued the Contract from the Authorizer to organize and operate a public school academy, (c) it is authorized by the Authorizer to supervise and control the Academy, and (d) it is vested with all powers necessary or desirable for carrying out the Educational Program (defined below) contemplated in this Agreement.

To the extent permitted by law, the Academy hereby authorizes and grants to CSP the necessary authority and power to perform under this Agreement. No provision of this Agreement shall interfere with the Board's exercise of its statutory, contractual, and fiduciary responsibilities governing the Academy, nor shall any provisions of this Agreement be construed so as to prohibit the Academy from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

Section 2. Services; Educational Program. The parties agree that CSP, to the extent permitted by and in conformity with the Contract and applicable laws, shall provide all labor, materials, and supervision necessary for the provision of the management and operational services to the Academy contemplated by this Agreement as specifically set forth on the attached Exhibit \underline{A} (the "Services").

CSP shall provide Services to the Academy so the Academy can carry out the educational program, curriculum, method of pupil assessment, admissions, policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals and methods to be used to monitor compliance with performance of targeted educational outcomes, as previously adopted by the Board and as included in the Contract (collectively, the "Educational Program").

Section 3. <u>Compliance with Academy's Contract</u>. CSP 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 Authorizer. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

Section 4. <u>Relationship of the Parties</u>. CSP is not a division or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division nor any part of CSP. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

Section 5. <u>CSP as Independent Contractor</u>; <u>Agency</u>. The parties to this Agreement intend that the relationship of CSP to the Academy is that of an independent contractor, and not an employee of the Academy. No agent or employee of CSP shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, in writing, by the Academy. Notwithstanding the foregoing, CSP and its employees are hereby designated as "School Officials" having a legitimate educational interest such that they are entitled to access educational records under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g and its implementing regulations during the Term of this Agreement (defined below). CSP shall promulgate and recommend to the Board policies and administrative guidelines sufficient to implement this Section. CSP and its employees agree to comply with FERPA and corresponding regulations applicable to school officials to the extent CSP or its employees access educational records related to the Academy.

During the Term of this Agreement, the Academy may disclose confidential data and information to CSP, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, FERPA, 20 USC §1232g, 34 CFR 99; the Individuals with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act

("HIPAA"), 42 USC 1320d -13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

CSP will be solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through CSP. If CSP receives information that is part of a pupil's education records from any source as permitted under the Code, CSP shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136. For purposes of this section, the term "education records" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

Section 6. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in CSP or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and CSP are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code.

Section 7. <u>Personnel Responsibility</u>. CSP has the ultimate authority to select, discipline and transfer personnel, consistent with applicable laws. The School Leader (as defined below) shall be responsible for approving and submitting appropriate hours-worked reports for all hourly employees. Evaluation and compensation systems administered by Partner Solutions for Schools shall comply with all applicable laws, including Sections 1249, 1249a, 1249b and 1250 of the Revised School Code and any successor statute that is substantially similar to Sections 1249, 1249a, 1249b and 1250.

Section 8. School Leader. CSP shall identify and appoint a School Leader, with advisory input from the Board, to oversee the management, operation and performance of the Academy, including the Educational Program at the Academy (the "School Leader"). The School Leader will hold all required certifications as required by the Code. The School Leader will be an employee of Partner Solutions for Schools, who may be disciplined and/or terminated by CSP in its sole discretion. The School Leader will serve as the on-site supervisor to staff. The School Leader, in consultation with CSP, will select and hold accountable all staff in leadership team positions. The School Leader shall be responsible for supervising and managing the Educational Program and instruction of students. CSP will have the authority, consistent with applicable laws, to select and supervise the School Leader and to hold the School Leader accountable for the success of the Academy. CSP shall notify the Board prior to the termination of the School Leader.

If the Board becomes dissatisfied with the performance of the School Leader, it shall state the causes of such dissatisfaction in writing and deliver it to CSP. CSP shall have a reasonable period of time to remedy the dissatisfaction; however, if CSP cannot remedy the dissatisfaction, CSP shall remove and replace the School Leader at the Academy as soon as practicable. Additionally, it is agreed that any dissatisfaction of the Board shall be reasonable in nature and related specifically to the duties and responsibilities of the School Leader at the Academy.

Section 9. <u>Teachers and Staff</u>. All teachers and staff employed by Partner Solutions for Schools and assigned to the Academy are employees of Partner Solutions for Schools and not employees of the Academy. CSP will provide administrative support to the School Leader to obtain

resumes and credential information for the staff at the Academy. CSP will empower the School Leader with the authority to select and hold accountable the teachers and support staff for the operation of the Academy. After qualified staff are selected by the School Leader, Partner Solutions for Schools will onboard and provide additional administrative support to the School Leader. Teachers employed by Partner Solutions for Schools shall not be considered public employees and are not eligible for purposes of continuing tenure under MCL §38.71 et seq.

Section 10. <u>Criminal Background Checks.</u> Partner Solutions for Schools agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to unprofessional conduct, criminal background and criminal conduct checks. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the Academy's authorized user acting on behalf of the Academy and/or the Board, only as permitted by law to confirm that the individual may be employed at the school in compliance with the Code and evaluate the qualifications of the individual for his/her assignment.

Section 11. The Board. The Board is the governing body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term "Board" and the term "Academy" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement must be approved by the Board and executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

Section 12. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, CSP shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy. Subject to the provisions of the Code and Article VI of this Agreement, CSP shall only be required to perform its responsibilities under this Agreement to the extent that CSP has received such revenues from the Academy pursuant to the terms of this Agreement. CSP shall, however, remain liable to the Academy for any cost it commits the Academy to without the Board's approval in the event such cost is beyond the amount anticipated in the Academy's approved budget or any approved amendment thereto.

Section 13. Information Available to the Public; Compliance with Section 503c. On an annual basis, CSP agrees to provide the Board with the same information that a public school 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 shall have the same meaning in this Agreement.

Section 14. <u>Non-Compete Agreement</u>. CSP agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to the Academy to enter into a non-compete, no-hire, or similar provision or agreement.

Section 15. <u>Lease and Loans.</u> If the Academy and CSP enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationship, then such agreements must be separately documented and separately approved and shall not be part of or incorporated into this Agreement. In addition, all such agreements must comply with the Contract and applicable law, as well as any applicable Authorizer policies.

Section 16. <u>Data Security Breach.</u> In the event the Academy experiences a data security breach of personally identifiable information from the Academy's education records not suitable for public release, CSP shall assist the Academy, in accordance with MCL 445.72, to take appropriate action to assess the risk and notify affected individuals whose personal information may have been compromised.

Section 17. <u>Information Concerning Operation and Management</u>. CSP shall make information concerning the operation and management of the Academy, including but not limited to, information in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract. Except as permitted under the Contract and applicable law, this Agreement shall not restrict the Authorizer's, the Authorizer's Charter Schools Office's ("CSO"), or the public's access to the Academy's records.

ARTICLE II Term

Section 1. <u>Term.</u> This Agreement shall be effective for the duration of the Academy's current authorizing Contract with the Authorizer, subject to earlier termination under Article VI. Unless terminated earlier as provided in this Agreement, the Term will be for one and a half (1½) years beginning January 1, 2025 and ending June 30, 2026 (the "Term"). The maximum term of this Agreement shall not exceed the term of the Academy's Contract.

ARTICLE III Obligations of the Academy

Section 1. <u>Good Faith Obligation</u>. The Academy shall exercise good faith in considering CSP's recommendations relative to the Educational Program and/or the Services.

Section 2. <u>Academy Funds</u>. The Board shall determine the depository of all funds received by the Academy including, but not limited to, the State School Aid and any Additional Revenue (as defined in <u>Exhibit A</u>). All funds received by the Academy shall be deposited in the Academy's depository account as required by law. Signatories on the Academy Board accounts shall solely be members of the Board properly designated annually by Board resolution. All interest or investment earnings on Academy accounts shall accrue to the Academy.

Section 3. <u>Notification Requirement</u>. The Academy agrees to notify CSP in writing if the Academy receives a notification from its Authorizer regarding an intent to revoke the Contract. Further, in the event the Board discusses a possible non-renewal or closure of the Academy, or if the Authorizer suggests such a discussion, CSP will be notified.

Section 4. <u>Budget</u>. The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.121 *et seq.*, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of CSP, lease payments, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. In addition, the Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. The Academy Board is also responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.

ARTICLE IV Compensation and Reimbursement of Costs

Section 1. Compensation for Services. During the Term of this Agreement, the Board shall pay CS Partners an annual fee (the "Fee") equal to twelve percent (12%) of the total Aid received from the State of Michigan (including any State categorical funds), pursuant to the State School Aid Act of 1979, as amended, for the particular number of students enrolled in the Academy ("Student Enrollment"). "Student Enrollment" shall be based on the Academy's final blended student count added to the number of students enrolled in the Academy's Great Start Readiness Program (if applicable). At no time shall the annual fee be less than \$150,000.

The Board shall also pay CS Partners a one-time transition fee of \$15,000 that includes all transition services including setup, training and database entry, which will be billed upon the signing of this Agreement.

The Fee may also include twelve percent (12%) of any Additional Revenue (as defined in Exhibit A) provided that CS Partners discloses that the Fee also applies to said Additional Revenue prior to the application of such Fee.

The parties intend that this Agreement meet all of the applicable safe harbor conditions as set forth in Sections 5.02 through Sections 5.07 of the Revenue Procedure 2017-13. In this regard, the Academy and CSP make the following representations:

1. (A) CSP's compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (B) This Agreement does not pass on to CSP the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (C) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's

school facilities currently financed with tax-exempt debt (if shorter) including all renewal options; (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (E) CSP is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

2. In interpreting this Agreement and in the provision of the services required hereunder, CSP shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights and obligations under State law. As required by the Academy's Article of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and CSP that none of the voting power of the governing body of the Academy will be vested in CSP or its directors, members, managers, officers, shareholders and employees, and the Academy and CSP will not be related parties as defined in Treas. Reg. 1.150-1(b).

Section 2. Payment of Payroll Costs. In addition to the Fee, Partner Solutions for Schools will invoice the Academy for all employment costs ("Payroll Costs") for Partner Solutions for Schools' employees assigned to the Academy. Payroll Costs include salary, benefits, and other costs attributable to personnel employed and assigned by Partner Solutions for Schools to perform Services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, workers' compensation insurance, professional liability insurance, separation costs, tuition reimbursement, independent investigation fees, employer portions of health, dental, vision and life insurance, tuition reimbursement, and 401K employer contributions (if applicable) as included in the approved budget.

Partner Solutions for Schools shall be advanced funds for Payroll Costs no later than the third business day preceding each payroll date ("Payroll Date") for Partner Solutions for Schools employees assigned to perform services at the Academy under this Agreement. For purposes of this Agreement the Payroll Date shall be that date or dates established annually by Partner Solutions for Schools.

If Payroll Costs have not been funded by the Academy by the payroll date, Partner Solutions for Schools may send lay-off notices to Partner Solutions for Schools' employees. At that time, Partner Solutions for Schools will also provide the Academy an invoice for all accrued Partner Solutions for Schools' staff wages (earned but not yet paid) for employees and staff assigned to the Academy for payment. Partner Solutions for Schools accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, workers compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations for work already completed irrespective of whether CSP receives an advancement of its costs or the payment of service from the Academy. However, Academy's non-payment of such funds is considered a material breach of this Agreement and must follow Article VI Termination.

Section 3. <u>Payment of Reimbursable Expenses</u>. In addition to the Fee, the Academy shall reimburse CSP for all costs reasonably incurred and paid by CSP ("Reimbursable Expenses") in providing the Services specifically related to the Academy. Reimbursable Expenses include, but

are not limited to, Payroll Costs (as defined in Section 2 above) for Partner Solutions for Schools' employees assigned to the Academy that are not advanced under Section 2 above, costs mandated by a governmental entity, administrative agency or court of law, e.g., payment into Michigan Public Employees Retirement System (MPSERS), other expenses for equipment, software, supplies, food service, transportation, special education, psychological services and medical services.

CSP will invoice the Academy for reimbursement of Reimbursable Expenses with a detailed receipt of material or services provided. The Academy shall only reimburse for costs included in an annual operating budget approved by the Board and in compliance with Board policies or as amended during the academic year. In paying such costs on behalf of the Academy, CSP shall not charge an added fee (or mark-up). 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 CSP. No corporate costs or "central office" personnel costs of CSP shall be charged to, or reimbursed by, the Academy.

If desired, the Board may advance funds to CSP for such costs reimbursable under the Agreement before such costs are incurred (rather than reimburse CSP after the expense is incurred).

CSP shall provide to the Academy or the Board proper documentation and accounting of any advanced funds or reimbursement. Documentation of all expenses must be reflected in the Academy Board's financial packets and presented to the Board for approval and/or ratification at its next regularly scheduled meeting.

All items acquired with Academy funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the Academy.

Section 4. Other Institutions. The Academy acknowledges that CSP may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the "Institutions"). CSP shall maintain separate accounting for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Academy.

If CSP incurs reimbursable expenses on behalf of the Academy and the Institutions which are incapable of precise allocation between the Academy and the Institutions, then CSP shall allocate such expenses among the Institutions and the Academy, on a pro-rata basis, based on the number of students enrolled at the Academy and the Institutions, or the number of staff assigned to the Academy and the Institutions or upon such other equitable basis as agreed by the parties. Such expenses shall be presented to the Board upon occurrence.

Section 5. Review of Budget. CSP shall propose an annual budget for the Academy to the Academy's Chief Administrative Officer ("CAO") and the Board. The Board shall review, revise, and timely approve the annual budget. The Board is responsible for designating the CAO for the Academy in accordance with applicable law, the Contract, and applicable Authorizer policies. The

Academy's CAO shall not be an owner, officer, director, employee or agent of CSP, but a CSP employee may assist an Academy Board member who is the CAO in carrying out their responsibilities.

Section 6. Procurement Policies. The Board hereby retains the obligation, as provided in the Code, to adopt written policies governing the procurement of supplies, materials, and equipment for the Academy. Unless otherwise prohibited by law, CSP shall directly procure all supplies, materials, and equipment provided that CSP complies with the Code including, but not limited to, Sections 1267 and 1274 as if the Academy were making these purchases directly from a third party supplier and the Board's written policies promulgated thereunder related to such items. CSP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties. Any purchases made by CSP on the Academy's behalf or as the Academy's agent are Academy property and shall remain owned by the Academy.

ARTICLE V Proprietary Information

Section 1. <u>Academy's Rights to Curriculum and Educational Materials</u>. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the Academy and paid for with Academy funds; or (b) are or were developed by CSP at the direction of the Board using Academy funds.

Section 2. <u>CSP's Rights to Curriculum and Educational Materials</u>. To the extent applicable, CSP shall own, without restriction, all curriculum, educational materials, and all other proprietary information owned by CSP. CSP's curriculum and educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

Section 3. <u>Non-Disclosure of Proprietary Information; Remedy for Breach</u>. Except as specifically required by the Code, court order, the Contract, or the Michigan Freedom of Information Act, the proprietary information and materials of CSP shall be held in strict confidence by the Academy.

During the Term of this Agreement, and continuing for three (3) years thereafter, both parties hereby agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever, any such proprietary information without the prior written consent of the other party unless required by applicable law or court order.

If a party uses or discloses such proprietary information in violation of this Section 3, the disclosing party shall, to the extent permitted by law, (a) be liable to the other party for all damages, including, but not limited to, lost profits resulting from the breach, and (b) be obligated to reimburse the non-disclosing party for its legal costs and reasonable attorney fees related to the enforcement of this Section 3.

ARTICLE VI Termination

Section 1. <u>Termination by CSP</u>. Subject to Section 6 of this Article VI, CSP may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to, the following:

- 1. CSP may terminate this Agreement if CSP fails to receive compensation for Payroll Costs. For this breach only, the Academy has until the Payroll Date to fund payroll or reach an agreement with CSP on the payment of these funds or else a breach may be declared.
- 2. CSP may also terminate this Agreement upon the occurrence of the following:
 - a) Academy operations cease to exist due to, but not limited to, bankruptcy or insolvency, discontinued operations by successors and assigns, facility closure, or reconstruction;
 - b) The Academy requests a reduction in workforce greater than 20%;
 - c) The Academy is a financially distressed business as set forth in the Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §2101, et seq. The Board shall notify CSP 90 days prior to the facility closure in order for CSP to satisfy notice requirements to staff under WARN;
 - d) A determination has been made by a governmental entity, administrative agency or court of law that CSP is required to pay into MPSERS;
 - e) Failure by the Academy to pay the Fee or Reimbursable Expenses;
 - f) If there is a substantial and unforeseen increase in the cost of administering services of this Agreement; or
 - g) The Academy makes decisions that are adverse to the Educational Program approved by the Board and substantially inconsistent with the recommendations of CSP relative to the Services.

The Academy has thirty (30) days after notice from CSP to remedy any of these breaches except for the breach of non-payment of Payroll Costs.

Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to CSP outstanding as of the date of termination. Failure by CSP to (a) declare a breach, (b) place the Academy on notice thereof, or (c) fail to exercise or exert any remedy available to CSP under this Agreement or applicable laws, shall not be deemed a waiver of CSP's rights and remedies whatsoever.

Notwithstanding the foregoing, CSP may terminate this Agreement without cause and without penalty to be effective upon completion of an academic year provided that CSP delivers written notice of intention to terminate to the Academy at least ninety (90) days prior to the end of the then-current academic year.

Section 2. <u>Termination by Academy</u>. The Academy may terminate this Agreement prior to the end of the Term in the event that CSP fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to:

- 1. Material failure by CSP to account for its expenditures or to pay funds for all compensation required for payroll (provided that CSP has received such funds from the Academy to do so);
- 2. Failure by CSP to pay the Academy's approved and budgeted operating expenses as required under this Agreement (provided funds are available);
- 3. Material failure by CSP to provide the Services as required by the Contract, applicable law, Board policies, or this Agreement;
- 4. A determination has been made by a governmental entity, administrative agency or court of law that CSP is required to participate in MPSERS; or
- 5. Any action or inaction by CSP that causes the Contract to be revoked, terminated, suspended, or which causes the Contract to be put in jeopardy of revocation, suspension or termination, as evidenced by written notification from the Authorizer and is not cured within sixty (60) days of that notice.

CSP has ten (10) days after notice from the Academy to remedy a breach that involves the non-payment of funds for all "compensation" required for payroll (provided that CSP has received such funds from the Academy to do so) or to reach an agreement with the Academy on the payment of those funds. CSP has thirty (30) days after written notice from the Academy to remedy all other breaches. Upon expiration of this Agreement, or termination for any reason, all amounts due to CSP shall immediately become due and payable by the Academy, unless otherwise agreed in writing by CSP.

Termination prior to the end of the Term shall not relieve CSP of any financial or other obligations to the Academy outstanding as of the date of termination. Failure by the Academy to (a) declare a breach, (b) place CSP on notice thereof, or (c) fail to exercise or exert any remedy available to the Academy under this Agreement or applicable laws, shall not be deemed a waiver of the Academy's rights and remedies whatsoever.

Notwithstanding the foregoing, the Academy may terminate this Agreement without cause and without penalty to be effective upon completion of the academic year provided that the Academy delivers written notice of intent to terminate to CSP at least ninety (90) days prior to the end of the then-current academic year.

Section 3. <u>Revocation or Termination of Contract</u>. If the Academy's Contract issued by the Authorizer 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, or terminated or expires without further action of the parties.

Section 4. 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 Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract, 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 CSP shall have no recourse against the Academy or the Authorizer for implementing such site closure or reconstitution.

Section 5. Change in Law. If any federal, State or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the thencurrent academic year.

Section 6. Effective Date of Termination. Any termination of this Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another Educational Service Provider ("ESP") (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. The parties acknowledge that a change in ESP (or a decision to self-manage) in mid-school year is strongly discouraged and will be disapproved by the Authorizer absent compelling circumstances and a clear demonstration that the new ESP (or transition to self-management) can seamlessly assume management and operations of the school without disrupting the school's operations.

Section 7. <u>Transition</u>. The Academy and CSP agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy and CSP agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. In the event of any termination prior to the end of the Term of this Agreement, CSP shall provide reasonable assistance in accordance with the Authorizer's Educational Service Provider Policies. CSP shall perform this transition or termination as described in Article VI, Section 9 below based upon completion of the then-current school period.

The parties may agree upon other transition services to be provided by CSP, at a mutually agreed upon fee and documented in a separate contract for services.

Notwithstanding the foregoing, for purposes of Section 7 of this Article VI only, CSP shall not be obligated to provide such reasonable assistance if the reason for the termination was the documented willful misconduct of the Academy which resulted in financial damages to CSP exceeding \$10,000, as reasonably determined by CSP.

Section 8. Personal Property upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the Academy may elect (a) to purchase any personal property which has been purchased or leased from a third party solely with CSP funds, provided such purchase or lease is permitted under the purchase or lease documents relating thereto, at the fair market, depreciated value of such personal property or (b) to return same to CSP. All personal property purchased or leased by CSP using Academy funds is and shall remain the personal property of the Academy.

Section 9. <u>Obligations Upon Termination or Expiration</u>. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

Upon termination or expiration of this Agreement, or when this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, CSP shall, without charge: (i) close the books on the then-current school fiscal year; (ii) organize and prepare the Academy's records for transition to the new ESP, self-management or dissolution; (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding owed by the Academy to CSP, if any); (v) the amount owed by CSP to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (vii) ensure the closeout of existing grants and the transfer of grant funded property to Academy, if applicable; and (viii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all legally required employee compensation, benefit and tax obligations related to services provided by CSP to the Academy.

After any termination or the expiration of this Agreement, and once all such obligations referenced above are satisfied, the parties shall have no further obligations to each other under this Agreement whatsoever except for the continuing obligations under (a) Article V (confidentiality and non-use/non-disclosure of proprietary information) and (b) Article VII (indemnification).

ARTICLE VII Indemnification and Cooperation

Section 1. <u>Indemnification of CSP</u>. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless CSP and all of its employees, officers, directors, subcontractors, and agents against any and all claims, demands, lawsuits and causes of action or other forms of liability that may arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, any misrepresentations or breach of this Agreement, and any acts or failures to act by the Academy which occurred prior to the Effective Date of this Agreement.

In addition, to the extent permitted by law, the Academy shall indemnify, save, hold harmless, and reimburse CSP for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The Academy agrees to advance to CSP all costs, actual

attorneys' fees, actual experts' fees, and similarly related expenses immediately upon request so that CSP is not required to pay such expenses out of its own funds.

CSP agrees that for any claim for indemnification made by CSP, to the extent that the interests of the Academy and CSP are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent the Academy shall be responsible for indemnification of CSP, the Academy shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which the Academy and CSP are defended. Notwithstanding the foregoing, in no event shall the Academy indemnify CSP for the attorney fees accrued by CSP in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by the Academy and no reimbursement of any costs or fees shall be necessary. The Academy may reimburse CSP for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense. Nothing in this paragraph is intended to preclude either party from asserting separate defenses as may be required by the applicable facts and circumstances.

If desired, all or part of the indemnification obligations set forth in this Section may be met by the purchase of insurance by the Academy. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy.

Section 2. <u>Indemnification of the Academy</u>. CSP shall indemnify, save, and hold harmless the Academy and all of its employees (if any), officers, directors, subcontractors, and agents against any and all claims, demands, lawsuits and causes of action or other forms of liability that may arise out of, or by reason of any noncompliance by CSP with any agreements, covenants, warranties, or undertakings of CSP contained in or made pursuant to this Agreement, any misrepresentation or breach of this Agreement, and any acts or failures to act by CSP which occurred prior to the Effective Date of this Agreement.

In addition, CSP shall indemnify, save, hold harmless, and reimburse the Academy for any and all legal expenses and costs associated with the defense of such claim, demand or suit. CSP agrees to advance to the Academy all costs, actual attorneys' fees, actual experts' fees, and such similarly related expenses immediately upon request so that the Academy is not required to pay such expenses out of its own funds.

The Academy agrees that for any claim for indemnification made by the Academy, to the extent the interests of CSP and the Academy are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent CSP shall be responsible for indemnification of the Academy, CSP shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which CSP and the Academy are defended. Notwithstanding the foregoing, in no event shall CSP indemnify the Academy for the attorney fees accrued by the Board in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by CSP and no reimbursement of any costs or fees shall be necessary. CSP may reimburse the Academy for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense. Nothing in this paragraph is intended to preclude either party from asserting separate defenses as may be required by the applicable facts and circumstances.

If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by CSP. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of CSP.

Section 3. <u>Indemnification for Negligence</u>. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

Section 4. <u>Immunities and Limitations</u>. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement. Nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees (if any), and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407. Nothing in this Agreement shall be interpreted to restrict the Academy Board from waiving its governmental immunity or to require the Academy Board to assert, waive or not waive its governmental immunity.

Section 5. <u>Responsibilities of the Parties</u>. Each party will be solely and entirely responsible for its acts and omissions and for the acts and omissions of its agents and employees (if any) in connection with the performance of that party's responsibilities under this Agreement.

Section 6. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure). The duty to cooperate will be provided in such a manner that it does not adversely affect the other party's ability to defend against a claim.

Section 7. <u>Indemnification of Authorizer</u>. 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 (for purposes of this Section, 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, CSP 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, CSP'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 CSP, or which arise out of the failure of CSP to perform its obligations under the Contract, this 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 CSP to enforce its rights as set forth in this Agreement.

ARTICLE VIII Insurance

Section 1. Academy Insurance. The Academy will secure and maintain general liability and umbrella insurance coverage. This coverage will include the building and related capital facilities if they are the property of the Academy. The Academy will maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of CSP required by this Agreement, and naming CSP as an additional insured. The Academy will, upon request, present evidence to CSP that it maintains the requisite insurance in compliance with the provisions of this section. CSP will comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. Nothing in this Agreement is intended, nor shall be construed, as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.

Section 2. <u>CSP Insurance</u>. CSP will secure and maintain general liability and umbrella insurance coverage, with the Academy listed as an additional insured. CSP will maintain such policies of insurance as are required by the Contract, including the indemnification of the Academy as required by this Agreement. CSP's insurance is separate from the insurance that is required by the Academy under the Contract. In the event that Authorizer requests any change in coverage, CSP agrees to comply with any change in the type or amount of coverage as requested, within thirty (30) days after notice of the insurance coverage change. CSP will, upon request, present evidence to the Academy and Authorizer that it maintains the requisite insurance in compliance with the provisions of this section. The Academy will comply with any information or reporting requirements applicable to CSP under CSP's policy with its insurer(s), to the extent practicable. CSP's cost of procuring insurance coverages under this Agreement is a corporate cost to be paid by CSP.

Section 3. Evidence and Notices. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance as required in this Article VIII. The policies of insurance of each party shall also provide that the other party receive from the insurer(s) a minimum thirty (30) day written notice of any termination of said policies.

Section 4. Workers' Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by State law, covering their respective employees, if any.

ARTICLE IX Warranties and Representations

- Section 1. <u>Warranties and Representations of the Academy</u>. The Academy represents to CSP that (a) it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions.
- Section 2. Warranties and Representations of CS Partners. CS Partners represents and warrants to the Academy that (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.
- Section 3. Warranties and Representations of Partner Solutions for Schools. Partner Solutions for Schools represents and warrants to the Academy that: (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan; (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement; (c) its actions have been duly and validly authorized; and (d) it will adopt any and all resolutions required for execution of this Agreement.
- Section 4. <u>Mutual Representations and Warranties</u>. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or affecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

ARTICLE X Alternative Dispute Resolution

Section 1. <u>Mediation</u>. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be communicated in writing to the other party and mutually discussed between the parties with an

opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to mediation for resolution in Livingston County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and mediators unanimously accept. The final decision shall be a cause decision (written explanation). The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available. The parties will share equally in the costs of the mediation including forum fees, expenses, and charges of the mediator.

Section 2. <u>Arbitration</u>. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party. The prevailing party shall be defined as the party who prevails in total.

A cause opinion (written explanation) shall be required as to the final decision. The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available.

ARTICLE XI Miscellaneous

Section 1. <u>Entire Agreement</u>. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and CSP regarding the subject matter hereof. This Agreement, including <u>Exhibit A</u>, constitutes the entire agreement of the parties.

Section 2. <u>Force Majeure</u>. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, pandemic, labor strike, flood, terrorism, or other acts beyond its reasonable control.

Section 3. <u>Governing Law</u>. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan (the "State").

Section 4. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, traceable carrier or personal delivery. Notices shall be deemed to have been given on the date of personal

delivery, or, if given by mail, the postmark date. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

The Academy:

Board President

Detroit Community Schools

12675 Burt Road Detroit, MI 48223

CSP:

CS Partners

Partner Solutions for Schools

c/o Chris Matheson

869 S. Old US 23, Suite 500 Brighton, Michigan 48114

Section 5. <u>Assignment</u>. This Agreement shall not be assigned (a) by CSP, without prior consent of the Board, in writing, which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of CSP, in writing, which consent shall not be unreasonably withheld. CSP may, with the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of CSP hereunder to any independent contractor, expert or professional advisor. However, this Agreement shall not be assignable without prior notification to the Authorizer and any assignment must be done in a manner consistent with the Authorizer's Educational Service Provider Policies.

Section 6. <u>Amendment; Effect of Headings</u>. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with and permitted by the Contract and the Authorizer's Educational Service Provider Policies.

The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text, the underlined text shall be disregarded.

Section 7. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Finance Authority or any other type of financing that is tax-exempt pursuant to the Internal Revenue Code of 1986, as amended, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with IRS Revenue Procedure 2017-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with applicable law, the Contract, and the Authorizer's Educational Service Provider Policies.

Section 8. <u>Waiver</u>. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

- Section 9. <u>Severability</u>. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.
- Section 10. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- Section 11. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and CSP. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.
- Section 12. <u>Survival of Termination</u>. All representations, warranties, indemnities, and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.
- Section 13. <u>Delegation of Authority; Compliance with Laws</u>. Nothing in this Agreement shall be construed as delegating to CSP any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with the Contract and all applicable laws. The parties agree to comply with all applicable laws.
- Section 14. <u>Execution</u>. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.
- Section 15. <u>Review by Independent Counsel</u>. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.
- Section 16. Limitation of Liability. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY TO THE OTHER AND ANY THIRD PARTIES UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO CSP HEREUNDER. THIS LIMITATION DOES NOT APPLY TO ANY AMOUNTS OWED PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

[Signature Page Follows]

The undersigned hereby execute this Agreement as of the date set forth first above.

	ROIT COMMUNITY SCHOOL nigan public school academy
Ву:	Pat Devlin Devlin (Dec 24, 2024 69:13 EST)
Its:	Board President
<u>CSP</u> :	
	ARTNERS, INC., a Michigan ration
By: <u>-</u>	C. 0. 3-4-4-5 is Mattheson (Dec 23, 2024 14:17 EST)
Its:	CEO
	MANAGEMENT, INC., d/b/a PARTNUTIONS FOR SCHOOLS, a Michigan ration
Ву: <u></u> -	C. O. V

Exhibit A to

SERVICES AGREEMENT

The purpose of this Exhibit A is to set forth and define the Services to be provided by CSP pursuant to the Agreement.

EDUCATIONAL MANAGEMENT SERVICES TO BE PROVIDED BY CS PARTNERS

- A. CSP shall implement the Educational Program (defined in Article I, Section 2 of the Agreement). Modification of the Educational Program as provided in the Contract may only occur with the prior written consent of the Board and, if required, an amendment to the Contract which requires Authorizer approval.
- B. CSP may perform functions other than Instruction, including but not limited to purchasing, professional development and administrative functions off-site (i.e., not on the Academy property), unless prohibited by applicable laws. Student records, which are the property of the Academy, and books and records of the Academy, shall be maintained by CSP and available at the Academy's site.
- C. Although the Board shall be responsible for establishing and implementing recruitment and admission policies in accordance with the Educational Program and the Contract, CSP shall enroll students for the Academy in accordance with such Board policies provided that said policies are in compliance with the Contract and applicable laws.
- D. CSP shall provide student due process hearings in compliance with all applicable laws, to an extent consistent with the Academy's own obligations as to students only (and not as to faculty). The Board hereby retains the right to provide due process, as required by law, if desired.
- E. CSP shall administer and provide the Educational Program in a manner which shall meet the requirements imposed under the Contract and applicable laws, unless such requirements are waived by the Academy. The Academy hereby agrees to interpret State and local regulations within the confines of applicable law in order to give CSP flexibility and freedom to implement the Educational Program in CSP's desired manner.
- F. In order to supplement and enhance the School Aid payments received from the State of Michigan, and improve the quality of education at the Academy, CSP may assist the Academy's efforts to obtain additional revenue from other sources (the "Additional Revenue"), and in this regard:
 - the Academy and/or CSP with prior approval of the Board may solicit and receive grants and donations in the name of the Academy from various funding sources consistent with the mission of the Academy;

- 2. the Academy and/or CSP with prior Board approval may apply for and receive grant money in the name of the Academy from various funding sources;
- to the extent permitted under the Code and Contract, and with the approval of the Board, CSP or the Academy may charge fees to students for extra services, such as summer and after-school programs, athletics, etc., and charge non-Academy students who participate in such programs; and
- 4. all Additional Revenue shall inure to and be deemed the property of the Academy (however, as provided in the Article IV, Section 1 of the Agreement, the Fee may apply against all such Additional Revenue).
- G. CSP shall not act in a manner which will cause the Academy to be in breach of its Contract with the Authorizer.
- H. CSP shall provide reasonably requested or expected information to the Board on a monthly basis, or upon the Board's reasonable request, to enable the Board to monitor CSP's performance under this Agreement.
- I. CSP shall be directly accountable to the Board for the administration, operation, and performance of the Academy in accordance with the Contract. CSP's obligation to provide the Services is expressly limited by the budget approved by the Board pursuant to the terms of this Agreement. The Services shall be funded by the Academy budget, and neither CSP nor the Academy shall be permitted to expend Academy funds on the Services in excess of the amount set forth in the Academy Budget.
- J. CSP via the School Leader shall implement pupil performance evaluations consistent with the Educational Program, which permit evaluation of the educational progress of each Academy student. CSP shall be responsible for and accountable to the Board for the performance of students who attend the Academy. At a minimum, CSP shall utilize assessment strategies required by the Educational Program. The Academy and CSP will cooperate in good faith to identify other measures of and goals for students and school performance.
- K. CSP via the School Leader shall plan and supervise special education services to students who attend the Academy. CSP or the Academy may contract these services if it determines that it is necessary and appropriate for the provision of services to students with special needs, or if instruction cannot be met within the Academy's program. Such services shall be provided in a manner that complies with applicable laws.
- L. CSP via the School Leader shall be responsible for all of the management, operation, administration, and education at the Academy which includes, but is not limited to:
 - implementation and administration of the Educational Program and the selection and acquisition of instructional materials, equipment and supplies approved by the Board as required by the Contract and applicable law;

- 2. management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement;
- 3. all aspects of the business administration (as determined and as generally understood in the industry) of the Academy as agreed between CSP and the Board;
- 4. any function necessary or expedient for the administration of the Academy consistent with the Educational Program, or otherwise approved by the Board.
- M. Except as otherwise provided in this Agreement, CSP shall keep all student, educational, and financial records relating to the Academy available at the Academy site, and the same shall be available for public inspection upon reasonable request consistent with applicable laws. All student, educational and financial records pertaining to the Academy will remain the property of the Academy and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. If CSP receives information that is part of a pupil's education records from any source as permitted under the Code, CSP shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136. Except as permitted under the Contract and applicable law, CSP shall not restrict the Authorizer's or the public's access to the Academy's records. All records shall be kept in accordance with the Contract and applicable state and federal requirements. All finance and other records of CSP related to the Academy will be made available to the Academy, the Academy's independent auditor, or the Authorizer's Charter Schools Office, upon request.

BUSINESS/FINANCE SERVICES TO BE PROVIDED BY CS PARTNERS

N. CSP shall provide the Board with:

- a projected annual budget prior to July 1st of each school year, related to the Services in accordance with the Contract and the Educational Program which budget shall include a budget reserve amount as determined by the Board;
- 2. monthly financial statements provided not less than five (5) working days prior to the Academy Board meeting at which the information will be presented and discussed and in a form and format acceptable to the Board. These financial statements shall include (at a minimum): a balance sheet, an object level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information, and an explanation of variances;
- 3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at the Academy, however, it is acknowledged that only the Academy shall select, evaluate, replace, and retain independent auditors and the Academy shall contract directly with any auditor of its choice, and CSP will cooperate with the production of any and all documents necessary for the audit. Any such audit shall be the property of the Academy; and
- 4. other information as reasonably requested by the Board to enable the Board to monitor CSP's performance under the Agreement.

O. CSP shall notify the Academy Board if any principal or officer of CSP, or CSP (including any related organizations or organizations in which a principal or officer of CSP served as a principal or officer) as a corporate entity, files for bankruptcy protection or, at the time the Agreement is executed, has filed for bankruptcy protection within the last five (5) years.

HUMAN RESOURCES SERVICES TO BE PROVIDED BY CSP

- P. CSP shall work with the School Leader to recommend staffing levels to the Board, and select, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Academy's budget and the Educational Program.
- Q. As set forth in the Agreement, CSP shall identify and appoint a School Leader and if applicable, members of a Leadership Team to administer the Educational Program at the Academy.
- R. CSP shall work with the School Leader to provide the Academy with such teachers, qualified in the applicable grade levels and subjects approved by the Board and consistent with the Contract and applicable law. CSP shall ensure that the curriculum taught by the Academy's teachers is the curriculum set forth in the Contract. Such teachers may also provide instruction at the Academy on a full or part time basis. If assigned to the Academy on a part-time basis, such teachers may also provide instruction at another institution, or other locations approved by Partner Solutions for Schools. Each teacher assigned to the Academy shall meet and maintain all necessary requirements as established by the Michigan Department of Education, the Authorizer, and State and federal law.
- S. CSP shall work with the School Leader to provide the Academy with such support staff, qualified in the areas required. The parties anticipate that such support staff may include clerical staff, administrative assistants, bookkeeping staff, maintenance personnel, and the like. Such support staff may, in the discretion of Partner Solutions for Schools, provide services at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, said support staff may also provide services at another institution, or other locations approved by Partner Solutions for Schools.
- T. Since, except as specified in this Agreement, all teaching, support staff and other non-teaching personnel performing functions on behalf of the Academy, shall be employees of Partner Solutions for Schools, compensation of all employees of Partner Solutions for Schools shall be paid by Partner Solutions for Schools upon receipt of funds from the Academy. For purposes of the Agreement and this Exhibit, "compensation" shall include salary and benefits. Partner Solutions for Schools shall pay its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to the Academy. Unless required by applicable laws, Partner Solutions for Schools shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees.

U. Partner Solutions for Schools will complete and sign all necessary 401K regulatory and plan documents for its employee benefits plan as required by law and as fiduciary agent of the plan.

DCS ESP Agreement for execution 122324

Final Audit Report

2024-12-24

Created:

2024-12-23

Ву:

Dawn Marshall (dmarshall@mypartnersolutions.com)

Status:

Signed

Transaction ID:

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