

*LAKE SUPERIOR STATE
UNIVERSITY BOARD OF
TRUSTEES*

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

ISSUED BY

LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

TO

DETROIT SERVICE LEARNING ACADEMY
(A SCHOOL OF EXCELLENCE)

July 1, 2021

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**AUTHORIZING RESOLUTION
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RESOLUTION**



LAKE SUPERIOR STATE UNIVERSITY

PUBLIC SCHOOL ACADEMY AND SCHOOL OF EXCELLENCE BOARDS OF DIRECTORS: METHOD OF SELECTION AND APPOINTMENT

The Lake Superior State University Board of Trustees declares that the method of selection, length of term, and number of board members of a public school academy (PSA) or school of excellence (SOE) shall be as follows.

Method of Selection and Appointment

The Lake Superior State University Board of Trustees (“Board”) shall prescribe the methods of appointment for members of an academy’s board of directors. The director of the charter school office is authorized to develop and administer an academy board selection and appointment process that includes a *Public School Academy Board Application* and is in accord with these policies:

1. The Board shall appoint the initial and subsequent academy board of directors. The director of the charter school office shall recommend nominees to the Board based upon a review of the *Public School Academy Board Application* and interview of candidates.
2. The academy board of directors, by majority vote, shall nominate its subsequent members. The academy board of directors shall recommend to the Board at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Application* for review by the charter school office. The charter school office shall interview all new applicants.
3. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with approval of the Board’s chair, the director of the charter school office may appoint a qualified individual to an academy’s board of directors. All appointments made under this provision must be presented to the Board for final determination at its next regularly scheduled meeting. The Board reserves the right to review, rescind, ratify or approve any appointments made under this provision.

Length of Term

The term of each position of the academy board of directors shall be for a period of three (3) years, except the terms of the initial positions of the academy board of directors which shall be staggered one (1), two (2), and three (3) year terms. All appointments shall be for a period of three years, except appointments made to fill the positions of the initial academy board of directors, an appointment made to complete the unexpired term of a vacant position or appointments made to give effect to the requirement for staggered terms.

Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9).

Prerequisite Qualifications of Members

Before individuals become members of an academy's board of directors, the nominee must: (a) be recommended by a majority vote of the academy board; (b) submit the *Public School Academy Board Application* which must include authorization to process a criminal background check; (c) be recommended for appointment by the charter school office; (d) be appointed by the Board or its designee; (e) take the oath of office; (f) sign the *Oath of Public Office*.

The members of the academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) a Lake Superior State University official or employee, as a representative of Lake Superior State University. At least one member of the academy board must reside in the local community. Academy board members must be citizens of the United States of America.

Oath of Public Office

All members of the academy board of directors must take the constitutional oath of office and sign the Oath of Public Office. The oath and acceptance of office must be on file with the University Charter Schools Office within ten (10) days of signing.

Board Training

The Board of Trustees notifies the PSA and SOE boards that participation by Board Members in board training annually is a criterion for renewal of charters by the LSSU Board of Trustees.

Note: These provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued. The charter school office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

LSSU Board Approval:

Signed: Jenny Kronk
Jenny Kronk, Chair, Board of Trustees

Date April 27, 2012
April 27, 2012



LAKE SUPERIOR STATE UNIVERSITY

RESOLUTION ADOPTED BY LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES ON JANUARY 22, 2021

On motion by Dr. Mark Mercer and second by Ms. Sandi Frost Steensma,
the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system; and

WHEREAS, under the Revised School Code, the Lake Superior State University Board of Trustees (“University Board”), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, on January 28, 2011, the University Board issued to **Detroit Service Learning Academy** (the “Academy”) a Contract to Charter a Public School Academy (the “Current Contract”) with a term of ten (10) years; and

WHEREAS, the Current Contract will expire on June 30, 2021 and the Academy has asked the University Board to issue a new contract to charter a public school academy; and

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

WHEREAS, the University Charter Schools Office (the “CSO”): (1) has evaluated and assessed the Academy’s operation and performance related to the Current Contract, (2) determined that the Academy has satisfied the conditions that the University Board and the CSO have established; (3) determined that the Academy’s academic achievement for all groups of pupils as measured by assessments and other objective criteria is satisfactory; and (4) recommends that the University Board issue a new contract to charter a public school academy to the Academy.

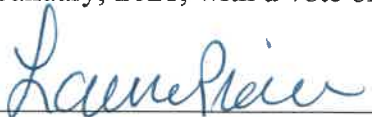
NOW, THEREFORE, BE IT RESOLVED:

1. The University Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
 - a. The University Board approves the form of the Contract and related documents as submitted to and reviewed by the University Board;

- b. The University Board approves and authorizes the issuance of the Contract and related documents and authorizes the Lake Superior State University President (the "President") to execute the Contract and related documents issued by the University Board to the Academy, provided that, before execution of the Contract, the University President or his designee affirms the following:
- i. all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and applicable law;
 - ii. the Academy has submitted all due diligence and other information required by the CSO Officer and the University Board's legal counsel and the CSO Officer is satisfied that the Academy will be able to operate successfully;
 - iii. the Contract term does not exceed five (5) years and ends not later than June 30, 2026; and
 - iv. the Contract for the Academy is substantially similar to the charter contract reviewed and approved by the University Board on this date, with the only changes being those made by the CSO, in consultation with the University Board's legal counsel, that are in the University Board's best interest.

2. This resolution shall be incorporated in and made part of the Academy's Contract.

I, the undersigned, as Secretary of the Lake Superior State University Board of Trustees, do hereby certify the foregoing resolution was adopted by the Lake Superior State University Board of Trustees at a public meeting held on the 22nd day of January, 2021, with a vote of 8 for, 0 opposed, and 0 abstaining.

Signature: 

**CONTRACT TERMS
AND CONDITIONS**

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2021

ISSUED BY

THE LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES

TO

**DETROIT SERVICE LEARNING ACADEMY
(A SCHOOL OF EXCELLENCE)**

CONFIRMING THE STATUS OF

DETROIT SERVICE LEARNING ACADEMY

AS A

SCHOOL OF EXCELLENCE

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Schedules

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

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

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

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

WHEREAS, the Lake Superior State University Board of Trustees has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

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

ARTICLE I

DEFINITIONS

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

- (a) “Academy” means the Michigan school of excellence corporation named Detroit Service Learning Academy which is established as a school of excellence pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) “Application” means the school of excellence application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.

- (e) “Authorizing Resolution” means the Resolutions adopted by the University Board on January 22, 2021.
- (f) “Charter Schools Director” means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (g) “Charter Schools Office” or “CSO” means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies (including schools of excellence) authorized by the University Board. The Charter Schools Office is also responsible for administering the University Board’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (l) “Director” means a person who is a member of the Academy Board of Directors.
- (m) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 553c of the Code, MCL 380.553c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (n) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (o) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (p) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (q) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 553c of the Code, MCL 380.553c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the Charter Schools Office for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (r) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “President” means the President of Lake Superior State University or his or her designee.
- (t) “Resolution” means the resolution adopted by the University Board on April 27, 2012, establishing the standard method of selection, length of term and number of members format for schools of excellence issued a Contract by the University Board, as amended from time to time.

- (u) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description and Schedule 7: Required Information for Public School Academies.
- (v) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (w) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (x) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (y) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2021, Issued by the Lake Superior State University Board of Trustees to Detroit Service Learning Academy Confirming the Status of Detroit Service Learning Academy as a school of excellence.”
- (z) “University” means Lake Superior State University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 380.551.
- (aa) “University Board” means the Lake Superior State University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.551.
- (bb) “University Board Chairperson” means the Chairperson of the Lake Superior State University Board of Trustees or his or her designee. In Section 1.1(cc) below, “University Board Chairperson” means the Board Chairperson of the Lake Superior State University Board of Trustees.
- (cc) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

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

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

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

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

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Lake Superior State University. The University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.552.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a school of excellence corporation. The Academy is not a division or part of the University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University Board and the Academy, if applicable.

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

State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

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

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

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

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

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

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

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Office describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Director's recommendation will be submitted by the Charter Schools Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

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

Section 3.7. Charter Schools Office Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction to the Charter Schools Office for prior review by the Charter Schools Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Office describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in

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

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

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

Section 4.2. Other Permitted Activities. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the

Academy's mission and status of operating a school of excellence or that would not jeopardize the eligibility of the Academy for state school aid funds.

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

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

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

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

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

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

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

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
- (b) an assessment of the student performances at the end of each academic school year or at such other times as the University Board may reasonably request;
- (c) an annual education report in accordance with the Code;

- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Charter Schools Office; and
- (e) all tests required under Applicable Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The Academy’s proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable, during the immediately preceding 3 school years.
- (b) The Academy’s proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAW

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act (“FOIA”), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal

laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

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

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

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

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

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

Section 9.6. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the

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

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

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

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

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

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;

(c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;

(d) The Academy has insufficient enrollment to successfully operate a school of excellence, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;

(e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;

(f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;

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

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

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that an Academy site is subject to closure under section 561 of the Code, MCL 380.561 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Director shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy

corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

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

If the Department elects not to issue a Pupil Hardship Exemption and the Charter Schools Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Charter Schools Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

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

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

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

Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

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

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

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

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

(d) University Board's Contract Reconstitution Provision. The Charter Schools Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in

accordance with the Resolution; (iii) withdrawing approval of a contract under Section 560 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under section 561 of the Code, MCL 380.561, directing the automatic closure of the Academy's site(s).

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

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

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

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

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

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

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

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

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

(f) Hearing before the University Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Charter Schools Director or his or her designee, and the Academy Board or its

designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

(g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.

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

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

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

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

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;

(iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;

(v) has willfully or intentionally violated this Contract or Applicable Law; or

(vi) has violated Section 10.2(g) or (h), then the Charter Schools Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

(b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the Charter Schools Director to suspend the Contract, may be retained by the University Board for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

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

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

Section 10.9. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may

appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- (d) hire, fire, evaluate and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and
- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

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

Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.
- (c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and

manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.

- (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
 - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
 - (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS	
for Public School Academies (PSA), Strict Discipline Academies (SDA)	
Urban High Schools (UHS) & Schools of Excellence (SOE)	
<small>NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better</small>	
EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011	
COVERAGE	REQUIREMENTS
General or Public Liability (GL)	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence & \$2,000,000 aggregate.</p>

	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as an Additional Insured with Primary and Non-Contributory Coverage.
	NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.

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

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

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

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

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit requirements.	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.

COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence form.

	Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability

COVERAGE	REQUIREMENTS
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Crime	Must include Employee Dishonesty coverage.
	Must include third party coverage.
	\$500,000 limit.

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

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

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

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

ADDITIONAL RECOMMENDATIONS	
COVERAGE	RECOMMENDATION

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

DISCLAIMER:

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

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

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall have a provision included in all policies requiring notice to the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of insurance renewal “Acord” copies of the insurance certificate of liability insurance and public school academy insurance verification document to the Charter Schools Director, or upon request, submit copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

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

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

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage

	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original University-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased

COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

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

The University’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

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

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

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 561 of the Code, MCL 380.561; or (ii) pursuant to

a reconstitution by the University pursuant to Section 561 of the Code, MCL 380.561 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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

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

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

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

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

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

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

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

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

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

“Compliance with Section 553c. On an annual basis, the [insert name of ESP] agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL

388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Department. The defined terms in section 553c of the Code, MCL 380.553c, shall have the same meaning in this agreement."

"Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 561 of the Code, MCL 380.561; or (ii) to undergo a reconstitution pursuant to Section 561 of the Code, MCL 380.561 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and [insert name of Educational Service Provider] shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution."

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

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

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

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

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

ARTICLE XII

GENERAL TERMS

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

If to the University Board:

Charter Schools Office Director
Lake Superior State University
650 W. Easterday Avenue
Sault Ste. Marie, MI 49783

If to Outside Counsel:

Jason T. Hanselman
Dykema Gossett PLLC
201 Townsend Street, Suite 900
Lansing, Michigan 48933

If to Academy:

Board President
Detroit Service Learning Academy
21605 W. Seven Mile Road
Detroit, MI 48219
TIME SENSITIVE NOTICE

If to Academy Counsel:

Joseph B. Urban
Clark Hill PLLC
151 S. Old Woodward, Suite 200
Birmingham, MI 48009
TIME SENSITIVE NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.17. Information Available to the Public.

- (a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in

the same manner and to the same extent as is required for public schools and school districts under Applicable Law.

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

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

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

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

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

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

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

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

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

- (i) to the Department or CEPI;
- (ii) to the student’s parent or legal guardian;
- (iii) by the Academy to the University Board, University, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;
- (iv) by the Academy to the Academy’s intermediate school district or another intermediate school district providing services to Academy or the Academy’s students pursuant to a written agreement;
- (v) to the Academy by the Academy’s intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the University Board, University, Charter Schools Office
- (vii) to a person, agency, or organization with written consent from the student’s parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student’s academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil’s “directory information.”

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

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

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

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

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

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

Section 12.23. Confidential Address Restrictions.

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

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

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

Section 12.25. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address

Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

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

Section 12.27. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

As the designated representative of the Lake Superior State University Board Trustees, I hereby issue this Contract to the Academy on the date set forth above.

**LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES**

By:  _____

Date: July 1, 2021

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

DETROIT SERVICE LEARNING ACADEMY

By: _____
_____, Academy Board Designee

Date: July 1, 2021

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

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

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

As the designated representative of the Lake Superior State University Board Trustees, I hereby issue this Contract to the Academy on the date set forth above.

**LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES**

By: _____

Date: July 1, 2021

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

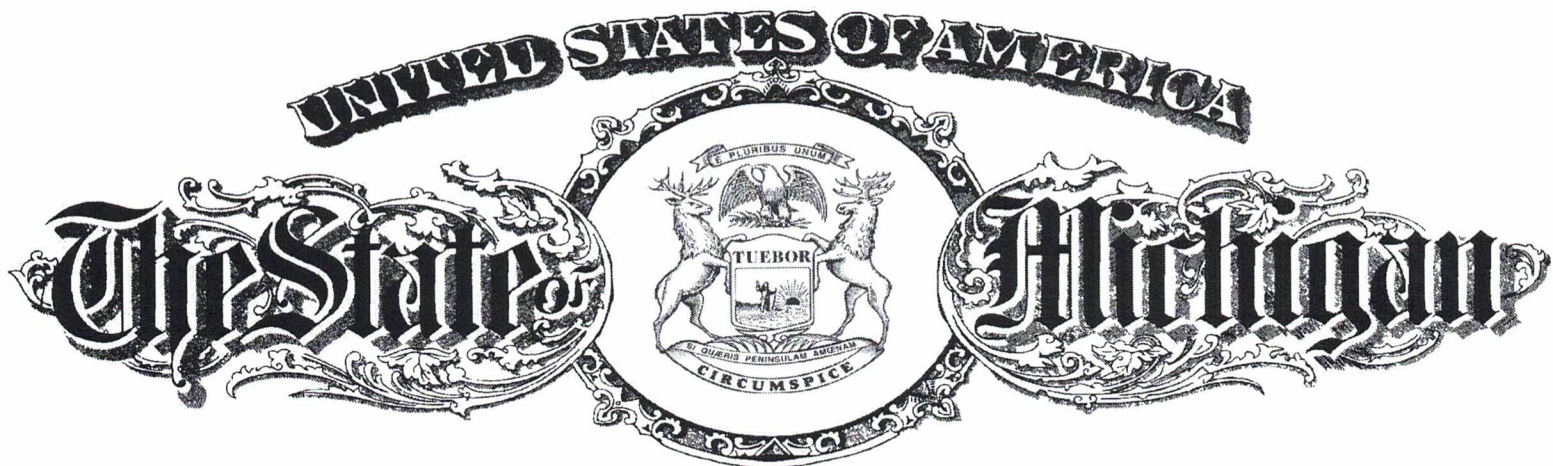
DETROIT SERVICE LEARNING ACADEMY

By: *Jalando Woods*
president, Academy Board Designee

Date: July 1, 2021

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

DETROIT SERVICE LEARNING ACADEMY

was validly Incorporated on February 17, 1999 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

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

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



In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 19th day of January, 2021.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 21010401405

PD \$ 10.00
5/06/2011
CHK 8440

**RESTATED ARTICLES OF INCORPORATION
OF
DETROIT SERVICE LEARNING ACADEMY
(A Michigan Nonprofit Corporation)**

FILED

MAY 20 2011

Administrator
BUREAU OF COMMERCIAL SERVICES

The present name of the corporation is: Detroit Service Learning Academy
The identification number assigned by the Bureau is: 750364
All former names of the corporation are: YMCA Service Learning Academy
The date of filing the original Articles of Incorporation was: February 17, 1999

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 *et seq.*, and Part 6E of the Revised School Code (the "Code") as amended, being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the undersigned Corporation executes the following Restated Articles:

ARTICLE I

The name of the Corporation is: Detroit Service Learning Academy
The authorizing body for the Corporation is: Lake Superior State University

ARTICLE II

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

1. The Corporation is organized for the purpose of operating as a School of Excellence pursuant to Part 6E of the Code.
2. The Corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Restated Articles, the Corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.
3. The Corporation's mission is to prepare students for academic success, lifelong learning, leadership and meaningful service to the community.
4. Additionally, the Corporation is organized for the purposes of: 1) improving pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment; 2) stimulating innovative teaching

methods; 3) creating new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level; 4) achieving school accountability outcomes by placing full responsibility for performance at the school site level; and 5) providing parents and pupils with greater choices among public schools, both within and outside their existing school districts.

ARTICLE III

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

The value of assets which the Corporation possesses as of the fiscal year ended June 30, 2010:

Real Property:	\$9,944,483
Personal Property:	\$ 314,636

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

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

ARTICLE IV

The address of the registered office is:
21605 West Seven Mile Road
Detroit, Michigan 48219

The name of the resident agent at the registered office is: Maurice Evans

ARTICLE VI

The Corporation is a governmental entity.

ARTICLE VII

Before execution of a contract between the Corporation and the Lake Superior State University Board of Trustees (The "University Board") to charter a school of excellence, the method of

selection, length of term and the number of members of the Board of Directors of the Corporation shall be approved by a resolution of the University Board, as required by the Code.

ARTICLE VIII

No part of the assets or net earnings of the Corporation shall inure to the benefit of or be distributable to its Directors, officers or other private persons; provided, however, that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof. Notwithstanding any other provision of these Articles, the Corporation will not carry on any activities not permitted to be carried on by (i) a governmental entity exempt from Federal Income Tax under Section 115 of the IRC (or comparable provisions of any successor law), (ii) a corporation exempt from federal income tax under Section 501(c)(3) of the IRC, (iii) a corporation eligible to receive tax deductible contributions under Section 170(c) and Section 2055, Section 2522 or Section 2106 of the IRC, or (iv) a nonprofit corporation organized under the laws of the State of Michigan pursuant to the Act.

Upon the termination, dissolution or winding up of the Corporation, the Board of Directors will abide by Part 6E of the Code.

ARTICLE IX

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

ARTICLE X

These Restated Articles of Incorporation shall only be amended pursuant to the following process:

The Corporation by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Restated Articles of Incorporation or may propose a meeting to the University Board through its designee to discuss potential revision to these Restated Articles of Incorporation.

The University Board, or its authorized designee, may, at any time, propose specific changes to these Restated Articles of Incorporation or may propose a meeting with the Board of Directors to discuss potential revision. The Corporation's Board of Directors may delegate to an officer of the Corporation the review and negotiation of changes or amendments to these Restated Articles of Incorporation. The Restated Articles of Incorporation shall be amended as requested by the University Board upon a majority vote of the Corporation's Board of Directors.

Amendments to these Restated Articles of Incorporation take effect only after they have been approved by the Corporation's Board of Directors and by the University Board and filed with the Michigan Department of Energy, Labor, and Economic Growth (DELEG), Bureau of

Commercial Services. In Addition, the Corporation may file with the amendment a copy of the University Board's approval of the amendment.

ARTICLE XI

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

ARTICLE XII

Except as otherwise provided by law, a volunteer Director or volunteer officer of the Corporation is not personally liable to the Corporation for monetary damages for a breach of the Director's or officer's fiduciary duty.

If the corporation obtains tax-exempt status under section 501(c)(3) of the Internal Revenue Code, the Corporation may assume all liability to any person other than the Corporation for all acts or omissions of a volunteer Director incurred in the good faith performance of his or her duties as a Director.

The Corporation assumes the liability for all acts or omissions of a volunteer Director, volunteer officer, or other volunteer provided that:

- (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (b) the volunteer was acting in good faith;
- (c) the volunteer's conduct did not amount to gross negligence or willful or wanton misconduct;
- (d) the volunteer's conduct was not an intentional tort; and
- (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209 (e)(v) of the Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Any repeal, modification, or adoption of any provision in these Restated Articles inconsistent with this Article shall not effect any right or protection of a volunteer director, volunteer officer, or other volunteer of the corporation existing at the time of such repeal, modification, or adoption.

ARTICLE XIII

These Restated Articles of Incorporation shall become effective upon filing. However, the Corporation shall not carry out the purposes set forth in Article II unless the University Board

issues to the Corporation a contract to operate as a school of excellence, and the contract is executed by both the Corporation and the University Board.

ARTICLE XIV

Each reference in these Restated Articles to a specific section of any state or federal statute shall also refer to the corresponding provision or provisions of any future state or federal statute.

These Restated Articles of Incorporation were duly adopted by the Board of Directors for the Corporation on the 15 day of February, 2011, in accordance with the provisions of Section 642 of the Act. These Restated Articles restate, integrate, and do further amend the provisions of the Articles of Incorporation. The necessary numbers of votes were cast in favor of these Restated Articles of Incorporation. .

Signed this 15 day of February, 2011

By: Anthony K. Moller Board Secretary
[Type Name]
[Insert Office Title] of the Board of Directors
Secretary

2/15/11

CONTRACT SCHEDULE 2

BYLAWS

RESTATED BYLAWS
OF
DETROIT SERVICE LEARNING ACADEMY

ARTICLE I

NAME

This organization shall be called “the Academy”.

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

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

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

ARTICLE IV

BOARD OF DIRECTORS

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

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

shall comply with the resolution adopted by the Lake Superior State University Board of Trustees (the "University Board").

ARTICLE V

MEETINGS

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

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

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

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

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

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

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

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written

statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall

preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

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

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

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

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

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

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to

15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is

eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

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

ARTICLE XI

CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by *unanimous* consent of the Academy Board on the 16 day of March, 2021.


Secretary

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Lake Superior State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Detroit Service Learning Academy (the "Academy"), a school of excellence.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Lake Superior State University as designated by the University Board.

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

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

“State” means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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


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

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

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

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by Lake Superior State University Board of Trustees to the Detroit Service Learning Academy.

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

Date: April 13, 2021

076439.000036 4847-8682-6463.1

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Lake Superior State University Board of Trustees (“University Board”), an authorizing body as defined by the Revised School Code, as amended (the “Code”), to the Detroit Service Learning Academy (the “Academy”), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

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

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

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

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

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

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

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

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

o. Unless the Charter Schools Office submits, within 5 days of submission, a copy of the budgetary assumptions submitted by the Academy to the Center for Educational Performance and Information (CEPI) and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

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

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

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

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

ARTICLE III

RECORDS AND REPORTS

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

ARTICLE IV

MISCELLANEOUS

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

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

Section 4.03. Audit and Evaluation. The Academy:

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

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

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

ARTICLE V

TRANSPARENCY PROVISION

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

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

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

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

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

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

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

SCHEDULE 5
Description of Staff Responsibilities

Director of Curriculum & Instruction.....	5-1
School Director.....	5-3
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Classification:	<i>Exempt/12-months</i>
Title:	<i>President of Academics & Compliance</i>
Date:	<i>December 20, 2019</i>

Director of Curriculum & Instruction

JOB DESCRIPTION

Summary/Objectives:

In accordance with the president of compliance, the school director and the school improvement team, the director of curriculum & instruction is responsible for coordinating local and state benchmark assessments by organizing, distributing necessary materials and communicating the overall process to the leadership teams.

The director ensures the district works to meet all goals and objectives which are aligned to the State of Michigan educational framework as well as implementing instructional practices and set instructional standards to achieve the highest academic outcomes for the district.

Essential Functions:

1. Provide leadership to develop proficiency in interventions for strand deficiencies.
2. Participate in testing development session and visit sites that have successfully implemented a program.
3. Develop testing schedule including instructional intervention examples.
4. Observe classes to effectively assess professional development needs.
5. Conduct regular pedagogy meetings with specific goals for testing with all teachers.
6. Develop a checkout system for materials.
7. Organize orders for shipment of test data.
8. Organize suggestions from staff and make recommendations to the president of academics for additional material purchases.
9. Coordinate with president of technology network the use of technology.
10. Prepare, create and maintain the district instructional calendar.

Required Knowledge, Skills & Abilities:

1. Experience in a testing education training program.
2. Understand testing content from Kindergarten – 8th Grade.
3. Understand the strands, processes and vocabulary of testing 2nd – 8th grades for norm reference assessments
4. Excellent verbal and written communication skills are required.
5. Collaborates well with colleagues of diverse backgrounds on pedagogical approaches, curriculum alignment and instructional strategies.
6. Effectively interacts with a diverse population of students and faculty.

Supervisory Responsibility:

This position does have supervisory responsibilities. This position provides daily supervision of Instructional Coaches. Responsibilities also include evaluating the performance of staff assigned to the department.

Work Environment:

This position operates within a school building. Moderate to high stress levels due to frequent interruptions, student misbehavior and other stressful situations. The school environment can be noisy, crowded and hundreds of students and staff transition throughout the hallways at any given time. The noise level in this environment is loud to quiet and quiet to loud, depending upon the activity in the particular part of the day.

Physical Demands:

While performing the duties of this job, the employee is regularly required to talk to hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee may periodically lift up to 15-30 pounds.

Position Type/Expected Hours of Work:

This is full-time position; days and hours of work are Monday through Friday, 7:30 am to 5:00 pm. This position also may require work beyond normal work hours including weekends, holidays and school breaks. Frequent prolonged irregular hours.

Travel:

This position may require periodic travel to schools within Detroit Service Learning Academy District and Elite company locations. This position may also require periodic travel for mandatory professional development.

Required Education and Experience:

1. Master's degree from an accredited college or university.
2. Two years of increasingly responsible educational administration experience.
3. Advanced degree or advanced studies in educational leadership preferred but not required.

Employee Signature:

Date:

Immediate Supervisor:

Date:



Classification:	<i>Exempt/12-Months</i>
Title:	<i>Chief Administrative Officer</i>
Date:	<i>January 1, 2020</i>

School Director

JOB DESCRIPTION

Summary/Objectives:

The School Director is responsible for the day-to-day operations of the Detroit Service Learning Academy campus. The School Director plays a critical role in providing leadership of school academy Senior Instructional Coaches as well as providing direction, oversight and school leadership with staff, students and the parent community.

Essential Functions:

School Morals:

1. Conduct a continuous study of the development and needs of the school.
2. Provide two-way communication with SIC's staff, student, parents, and community.
3. Communicate and promote expectations for high-level performance to staff and for students. Recognize excellence and achievement.
4. Attend school-based meetings and events to foster a culture of engagement with staff, families and the parent community.

School Improvement:

1. In collaboration with management and school leadership, build a common vision for school improvement.
2. Research and apply findings to promote school improvement.

Personnel Management:

1. Recommend the number and types of positions required to provide proper personnel for the operation of the school.
2. Interview and select new staff as well as approve all personnel assigned to DSLA.
3. Define expectations for staff performance with regards to school wide goals, instructional strategies, classroom management and communication with staff.
4. Make recommendations to the Chief Administrative Officer (CAE) and HR on terminations, suspensions, performance improvement plans (PIP) for instructional staff.
5. Work with President of Academics to plan professional development classes and activities.

Fiscal, Administrative and Facilities Management:

1. Compile, maintain, and file all physical and computerized reports, records, and other documents required including accurate and timely reports of maximum attendance to requisition textbooks.
2. Work collaboratively with the facilities manager to approve use of school facilities.
3. Create reports and perform duties that may be required by law and/or may be otherwise assigned by the academy Board of Directors and/or Elite School Management.
4. Responsible for providing HR required documentation relating to Authorizer's audits in a timely manner (*i.e., teacher required professional development, 1st-3rd year teacher mentoring, school wide goals, etc....*)
5. Enforce and provide record of proper placement of substitute teachers and guest staff based on Michigan law.
6. Enforce all Board policies and procedures.

Student Management:

1. Ensure that school rules are uniformly observed and the student discipline is appropriate and equitable in accordance with Student Code of Conduct and student handbook as well as Board Policy.
2. Conduct conferences about student and school issues with parents, students and teachers.

3. Foster student/parent relationships to encourage positive student academics and behaviors.

Professional Growth & Development:

1. Demonstrate professional, ethical, and responsible behavior. Serve as a role model for all school staff.
2. Coach and support Senior Instructional Coaches and School Culture Specialists in goal setting, planning, development, implementation and monitoring of actions plans.
3. Oversee, coordinate and support school mentoring programs for direct reports and additional staff.
4. Provide feedback on successful leadership practices aligned with effective management of instructional staff, use of data and development and maintenance of school culture.
5. Visit school academies on a regular basis to observe, monitor and provide feedback of day-to-day operations
6. Conduct regular formal and informal classroom walk-throughs aligned with student achievement and Authorizer requirements.

Required Knowledge, Skills & Abilities:

1. Ability to work with and through School Board members
2. Comprehensive knowledge, structure, practices and procedures of Public School Academies (PSA's)
3. Demonstrate strong organizational communication, public relations and interpersonal skills
4. Working knowledge of curriculum and instruction.
5. Ability to evaluate instructional programs and teaching effectiveness
6. Working knowledge of time management and meeting deadline strategies
7. Ability to effectively manage budget and personnel
8. Ability to coordinate campus functions
9. Ability to implement district policies and procedures
10. Demonstrate persistence and overcome obstacles
11. Ability to recognize professional liability issues

Supervisory Responsibility:

This position does have supervisory responsibilities. This position provides daily guidance and supervision to academy Senior Instructional Coaches as well as School Cultural Specialist. Responsibilities also include evaluating the performance of direct reports.

Work Environment:

This position operates within a school building. Moderate to high stress levels due to frequent interruptions, student misbehavior and other stressful situations. The school environment can be noisy, crowded and hundreds of students and staff transition throughout the hallways at any given time. The noise level in this environment is loud to quiet and quiet to loud, depending upon the activity in the particular part of the day.

Physical Demands:

While performing the duties of this job, the employee is regularly required to talk to hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee may periodically lift up to 15-30 pounds.

Position Type/Expected Hours of Work:

This is full-time position; days and hours of work are Monday through Friday, 7:30 am to 4:30 pm. This position may also require work beyond normal work hours including weekends, holidays and school breaks. Frequent prolonged irregular hours.

Travel:

This position will require travel to schools with Detroit Service Learning Academy District and Elite company locations. This position may also require periodic travel for mandatory professional development through the calendar year.

Required Education and Experience:

1. School Administrator's Certification required or in process of obtaining.
2. Master's Degree in educational administration.
3. Bachelor's Degree required in related field.
4. 5 years experience in the areas of data analysis, assessment, curriculum and school improvement planning.

Employee Signature:

Date:

Immediate Supervisor:

Date:



Classification:	<i>Exempt/12-Months</i>
Title:	<i>Chief Administrative Officer</i>
Date:	<i>January 1, 2020</i>

Director of Special Education

JOB DESCRIPTION

Summary/Objectives:

The Director of Special Education is responsible for coordinating and providing an efficient and effective system of special education and support services designed to meet the needs of assigned students. In addition, integrate students in to the least restrictive environment.

Essential Functions:

1. Integrate current best practices, research and special education laws into the education of the disabled
2. Use assessment information to develop an effective standards-based Individual Educational Plan (IEP) for students who qualify
3. Research, coordinate and effectively utilize available school and community resources and outside agencies to ensure proper delivery of students' IEP, (SLP, social worker, OT/PT, internal/external professionals and agencies, etc.)
4. Plan, develop and monitor and deliver extended school year program for identified students to assure an effective educational program
5. Collaborate with teachers to select, design/modify classroom services (including learning activities, instructional groupings, lesson plans, educational materials, curricula, assessments and teaching strategies) to promote the academic, vocational, physical and social development needs of students
6. Coordinate and administer a thorough assessment which may include language, behavior, visual motor, gross and fine motor and cognitive skills using a variety of techniques including standardized tests, rubrics, checklists, curriculum based measures, developmental scales, observations, behavior objectives
7. Communicate with parents, staff and other professionals as needed to determine proper assessment tools and procedures and discuss evaluation results
8. Interpret educational and clinical findings to accurately determine program eligibility and assess student progress
9. Routinely observe student interactions and learning environments in the classroom to assess instructional effectiveness
10. Identify, coordinate and implement training for school personnel as it relates to understanding disabilities

Required Knowledge, Skills & Abilities:

1. Ability to demonstrate interpersonal skills.
2. Demonstrate effective communication both oral and written.
3. Provide support management to grade level teams and individual direct reports.
4. Knowledge of procedures and tools for recruiting, selecting and promoting employees.
5. Ability to avoid crisis situations by anticipating problems and making timely decisions by using critical thinking techniques.
6. Maintain emotional control under stress due to the mental demand

Supervisory Responsibility:

This position does have supervisory responsibilities. This position provides daily supervision to special education instructional staff (*i.e. certified teachers and paraprofessionals, etc...*) Responsibilities also include evaluating the performance of staff assigned to the department.

Work Environment:

This position operates within a school building. Moderate to high stress levels due to frequent interruptions, student misbehavior and other stressful situations. The school environment can be noisy, crowded and hundreds of students and staff transition throughout the hallways at any given time. The noise level in this environment is loud to quiet and quiet to loud, depending upon the activity in the particular part of the day.

Physical Demands:

While performing the duties of this job, the employee is regularly required to talk to hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee may periodically lift up to 15-30 pounds.

Position Type/Expected Hours of Work:

This is full-time position; days and hours of work are Monday through Friday, 7:30 am to 5:00 pm. This position also may require work beyond normal work hours including weekends, holidays and school breaks. Frequent prolonged irregular hours.

Travel:

This position may require periodic travel to schools within Detroit Service Learning Academy District and Elite company locations. This position may also require periodic travel for mandatory professional development.

Required Education and Experience:

1. School Administrator's Certification required or in process of obtaining
2. Master's Degree in educational administration
3. Bachelor's Degree required in related field
4. 3-5 years experience in the areas of data analysis, assessment, curriculum and school improvement planning
5. Excellent oral and written communication skills
6. Must have good organizational skills

Employee Signature:

Date:

Immediate Supervisor:

Date:



Classification:	<i>Exempt/10-Months</i>
Title:	<i>Senior Instructional Coach</i>
Date:	<i>January 1, 2020</i>

Teacher

JOB DESCRIPTION

Summary/Objectives:

The teacher is responsible for communicating knowledge to students in an interesting, stimulating and effective manner using a variety of instructional methodologies and curriculum resources to present material to students.

Essential Functions:

1. Administer different forms of student assessments.
2. Communicate with parents and other team members about student progress and plan for future instruction.
3. Maintain accurate records to document student performance to include attendance, grades and behavior.
4. Integrate technology into teaching and professional activities.
5. Design, implement and evaluate service learning projects.
6. Collaborate with grade level team members on curriculum and student needs.
7. Create and maintain effective communication with parents.
8. Work on curriculum development in addition to implementation.
9. Integrate technology into instructional program and demonstrate professional use.
10. Serve on at least one building-level committee.
11. Act as a coach to other teachers on the team in areas of personal expertise related to technology integration.
12. Mentor and tutor students as needed.
13. Implement a service learning project each year.

Required Knowledge, Skills & Abilities:

1. Ability to demonstrate interpersonal skills.
2. Demonstrate effective communication both oral and written.
3. Ability to avoid crisis situations by anticipating problems and making timely decisions by using critical thinking techniques.
4. Maintain emotional control under stress due to the mental demand.

Supervisory Responsibility:

This position does not have supervisory responsibilities.

Work Environment:

This position operates within a school building. Moderate to high stress levels due to frequent interruptions, student misbehavior and other stressful situations. The school environment can be noisy, crowded and hundreds of students and staff transition throughout the hallways at any given time. The noise level in this environment is loud to quiet and quiet to loud, depending upon the activity in the particular part of the day.

Physical Demands:

While performing the duties of this job, the employee is regularly required to talk to hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee may periodically lift up to 15-30 pounds.

Position Type/Expected Hours of Work:

This is full-time position; days and hours of work are Monday through Friday, 7:30 am to 4:15 pm. This position also may require work beyond normal work hours including weekends, holidays and school breaks. Frequent prolonged irregular hours.

Travel:

This position may require periodic travel to schools within Detroit Service Learning Academy District and Elite company locations. This position may also require periodic travel for mandatory professional development.

Required Education and Experience:

1. Bachelor's Degree required in related field
2. Teacher certification required
3. A coherent, high-quality essay written in response to a question (career history)
4. Positive recommendation from several individuals who know the candidate well

Employee Signature:

Date:

Immediate Supervisor:

Date:



Classification:	<i>Exempt/10-Months</i>
Title:	<i>Special Education Director</i>
Date:	<i>January 1, 2020</i>

Special Education Teacher

JOB DESCRIPTION

Summary/Objectives:

The special education teacher will instruct special education students inside and a classroom setting, prepare lesson plans and instructional materials designed to meet needs of individual students; evaluate and monitor student's performance and may implement therapeutic programs for students.

Essential Functions:

1. Assess the needs of each child assigned to the classroom.
2. Develop an Individualized Education Program (IEP) for each student.
3. Implement and document daily lesson plans that demonstrate how IEP's are being fulfilled on a daily basis.
4. Review IEP's with the student's parents, school administrators and teachers.
5. Work closely with parents to inform them of their child's progress and suggest techniques to promote learning at home.
6. Manage all students within the classroom to ensure a safe learning environment.
7. Create learning materials geared to each student's ability and interest.
8. Design and document special help programs for low achievers.
9. Coordinate integration with the general education classroom teacher.
10. Observe, evaluate, and prepare and document appropriate student reports on progress of students; submit reports as required.
11. Adhere to all compliance deadlines.

Required Knowledge, Skills & Abilities:

1. Proven ability to write routine reports and correspondence.
2. Ability to demonstrate interpersonal skills.
3. Demonstrate effective communication both oral and written.
4. Ability to avoid crisis situations by anticipating problems and making timely decisions by using critical thinking techniques.
5. Maintain emotional control under stress due to the mental demand.

Supervisory Responsibility:

This position does not have supervisory responsibilities.

Work Environment:

This position operates within a school building. Moderate to high stress levels due to frequent interruptions, student misbehavior and other stressful situations. The school environment can be noisy, crowded and hundreds of students and staff transition throughout the hallways at any given time. The noise level in this environment is loud to quiet and quiet to loud, depending upon the activity in the particular part of the day.

Physical Demands:

While performing the duties of this job, the employee is regularly required to talk to hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee may periodically lift up to 15-30 pounds.

Position Type/Expected Hours of Work:

This is full-time position; days and hours of work are Monday through Friday, 7:30 am to 4:15 pm. This position also may require work beyond normal work hours including weekends, holidays and school breaks. Frequent prolonged irregular hours.

Travel:

This position may require periodic travel to schools within Detroit Service Learning Academy District and Elite company locations. This position may also require periodic travel for mandatory professional development.

Required Education and Experience:

1. Bachelor's Degree required in related field
2. Teacher certification required

Employee Signature:

Date:

Immediate Supervisor:

Date:



Classification:	<i>Exempt/12-Months</i>
Title:	<i>School Director</i>
Date:	<i>January 1, 2020</i>

Senior Instructional Coach

JOB DESCRIPTION

Summary/Objectives:

The Senior Instructional Coach will work in partnership with classroom teachers to support student learning and serve as the academy leader. The Senior Instructional Coach will focus on individual and group professional development that will expand and refine the understanding about researched-base effective instruction as well as providing parent and student support on an ongoing basis. In order to meet this purpose, the Senior Instructional Coach will provide personalized support that is based on the goals and identified needs of individual teachers.

Essential Functions:

1. Provide researched-based instructional strategies that support the implementation of Differentiated Instruction.
2. Communicate and demonstrate researched-based instructional practices that result in increased student performance.
3. Provide support and knowledge to teachers in meeting district and building improvement goals.
4. Assist with development of district curriculum pacing guides and implementation.
5. Provide support in analyzing district assessment data.
6. Provide support for intervention programs by observing and meeting with teachers.
7. Provide leadership in Professional Learning Communities to evaluate curriculum and instruction pedagogy.
8. Support the increase of teacher effectiveness through mentoring and professional development goal.
9. Ensure quarterly compliance with Title I documentation.
10. Evaluate and provided feedback on teacher lesson plans bi-weekly
11. Maintain and track curriculum resources to ensure proper ordering or consumables and other materials for teaching.
12. Assist in the development of schedules for core content area instruction.
13. Assist and support teachers in compliance of all district academic programs and form usage.
14. Responsible for providing HR required documentation relating to Authorizer's audits in a timely manner (*i.e., teacher required professional development, 1st-3rd year teacher mentoring, school wide goals, etc....*)
15. Enforce and provide record of proper placement of substitute teachers and guest staff based on Michigan law.
16. Enforce all Board policies and procedures.

Required Knowledge, Skills & Abilities:

1. Ability to demonstrate interpersonal skills.
2. Demonstrate effective communication both oral and written.
3. Provide support management to grade level teams and individual direct reports.
4. Knowledge of procedures and tools for recruiting, selecting and promoting employees.
5. Ability to avoid crisis situations by anticipating problems and making timely decisions by using critical thinking techniques.
6. Maintain emotional control under stress due to the mental demand

Supervisory Responsibility:

This position does have supervisory responsibilities. This position provides daily supervision to academy instructional staff (*i.e. certified teachers and paraprofessionals, etc...*) Responsibilities also include evaluating the performance of staff assigned to academy.

Work Environment:

This position operates within a school building. Moderate to high stress levels due to frequent interruptions, student misbehavior and other stressful situations. The school environment can be noisy, crowded and hundreds of students and staff transition throughout the hallways at any given time. The noise level in this environment is loud to quiet and quiet to loud, depending upon the activity in the particular part of the day.

Physical Demands:

While performing the duties of this job, the employee is regularly required to talk to hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee may periodically lift up to 15-30 pounds.

Position Type/Expected Hours of Work:

This is full-time position; days and hours of work are Monday through Friday, 7:30 am to 5:00 pm. This position also may require work beyond normal work hours including weekends, holidays and school breaks. Frequent prolonged irregular hours.

Travel:

This position may require periodic travel to schools within Detroit Service Learning Academy District and Elite company locations. This position may also require periodic travel for mandatory professional development.

Required Education and Experience:

1. School Administrator's Certification required or in process of obtaining
2. Master's Degree in educational administration
3. Bachelor's Degree required in related field
4. Teacher's certification required
5. 5 years experience in the areas of data analysis, assessment, curriculum and school improvement planning
6. Minimum of 3 years of successful teaching experience
7. Excellent oral and written communication skills
8. Must have good organizational skills

Employee Signature:

Date:

Immediate Supervisor:

Date:



Classification:	<i>Non-Exempt/10-Months</i>
Title:	<i>Senior Instructional Coach</i>
Date:	<i>January 1, 2020</i>

Paraprofessional

JOB DESCRIPTION

Summary/Objectives:

The Paraprofessional will assist and work closely with classroom teachers, administrators and other team members by providing instructional support for students. Paraprofessionals will also provide one-on-one tutoring.

Essential Functions:

1. Work with individual students or small groups of students to reinforce the learning of materials or skills initially introduced and outlined by the classroom teacher.
2. Provide individual student support pushing in and pulling out individuals and small groups.
3. Assist the classroom teacher in devising special strategies for reinforcing learning materials and skills based on understanding of individual students, their needs, interests and abilities.
4. Monitor work and assist with the supervision during curriculum-based testing.
5. Serve as the chief source of information and provide help to any guest teacher assigned in the absence of the regular classroom teacher.
6. Perform PBIS Support, student behavior management system and instructional duties as assigned by the teacher.
7. Ensure classroom safety rules are met throughout the day.
8. Provide additional monitoring for students with special needs.
9. Conduct parental involvement activities.

Required Knowledge, Skills & Abilities:

1. Ability to demonstrate strong interpersonal skills with staff, students and the parent community
2. Demonstrate a clear understanding of the educational industry
3. Ability to provide assistance instructing with reading, writing and math
4. Ability to communicate effectively both oral and written

Supervisory Responsibility:

This position does have supervisory responsibilities.

Work Environment:

This position operates within a school building. Moderate to high stress levels due to frequent interruptions, student misbehavior and other stressful situations. The school environment can be noisy, crowded and hundreds of students and staff transition throughout the hallways at any given time. The noise level in this environment is loud to quiet and quiet to loud, depending upon the activity in the particular part of the day.

Physical Demands:

While performing the duties of this job, the employee is regularly required to talk to hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee may periodically lift up to 15-30 pounds.

Position Type/Expected Hours of Work:

This is full-time position; days and hours of work are Monday through Friday, 7:30 am to 4:00 pm.

Travel:

This position does not require travel.

Required Education and Experience:

1. Complete at least two years of study at an institution of higher education equal to 60 semester hours; or Associate's Degree
2. Completion of a formal state academic assessment
3. Completion of a WorkKeys assessment test

Employee Signature:

Date:

Immediate Supervisor:

Date:

Classification:	<i>Exempt/12-Months</i>
Title:	<i>Director of Curriculum & Instruction</i>
Date:	<i>January 1, 2020</i>

Instructional Coach

JOB DESCRIPTION

Summary/Objectives:

The Instructional Coach will work as a colleague with classroom teachers to support student learning. The Instructional Coach will focus on individual and group professional development that will expand and refine the understanding about researched-base effective instruction. The Instructional Coach will provide personalized support that is based on the goals and identified needs of individual teachers.

Essential Functions:

1. Demonstrate knowledge of researched-based instructional strategies that engage all students.
2. Demonstrate willingness to assume leadership positions.
3. Provide organized, individual and/or group learning opportunities for teachers as needed
4. Demonstrate willingness to assume leadership positions.
5. Ability to demonstrate a thorough knowledge of Common Core Curriculum and subject matter.
6. Provide support in analyzing student assessment data.
7. Assist teachers with designing instruction based on assessment data.
8. Provide support for classroom motivation and management strategies.
9. Assist teachers with specific classroom activities when requested.
10. Monitor intervention programs by observing and meeting with teachers.
11. Provide teachers with Internet links related to instruction and curriculum.
12. Provide assistance in researching instructional and/or curriculum issues.
13. Model lessons when appropriate
14. Provide encouragement and emotional support to teachers.
15. Encourage ongoing professional growth for all teachers.
16. Work positively toward meeting identified district and building improvement goals.
17. Assist with development of district curriculum, instruction and assessments.
18. Develop and maintain a confidential, collegial relationship with teachers.
19. Attend workshops/conferences to learn about new innovative instructional strategies.
20. Adhere to all district and building health and safety policies, including all precautions of Bloodborne Pathogens and the Building Crisis Plan.
21. Understand that job responsibilities may vary related to each building's needs.

Required Knowledge, Skills & Abilities:

1. Experience in researched-based instructional practices.
2. Excellent oral and written communication skills.
3. Ability to demonstrate interpersonal skills.
4. Must have good organizational and time management skills
5. 2-5 years experience in the areas of data analysis, assessment and curriculum.

Supervisory Responsibility:

This position does have supervisory responsibilities.

Work Environment:

This position operates within a school building. Moderate to high stress levels due to frequent interruptions, student misbehavior and other stressful situations. The school environment can be noisy, crowded and hundreds of students and staff transition throughout the hallways at any given time. The noise level in this environment is loud to quiet and quiet to loud, depending upon the activity in the particular part of the day.

Physical Demands:

While performing the duties of this job, the employee is regularly required to talk to hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee may periodically lift up to 15-30 pounds.

Position Type/Expected Hours of Work:

This is full-time position; days and hours of work are Monday through Friday, 7:30 am to 4:30 pm. This position may also require work beyond normal work hours including weekends, holidays and school breaks. Frequent prolonged irregular hours.

Travel:

This position does not require travel.

Required Education and Experience:

1. Master's Degree preferred from an accredited college/university
2. Valid Michigan Teaching Certification
3. Minimum of 2 to 5 years of successful teaching experience.

Employee Signature:

Date:

Immediate Supervisor:

Date:

**MANAGEMENT
AGREEMENT TO BE
UPLOADED ONCE
FINALIZED**

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6
Physical Plant

Floor Plan 6-1

Lease Agreement..... 6-5

Certificate of Use and Occupancy 6-6

1st Floor

Restrooms - All handicap accessible

1st Bldg
Women
Men
Boys
Girls

(4th Floor)

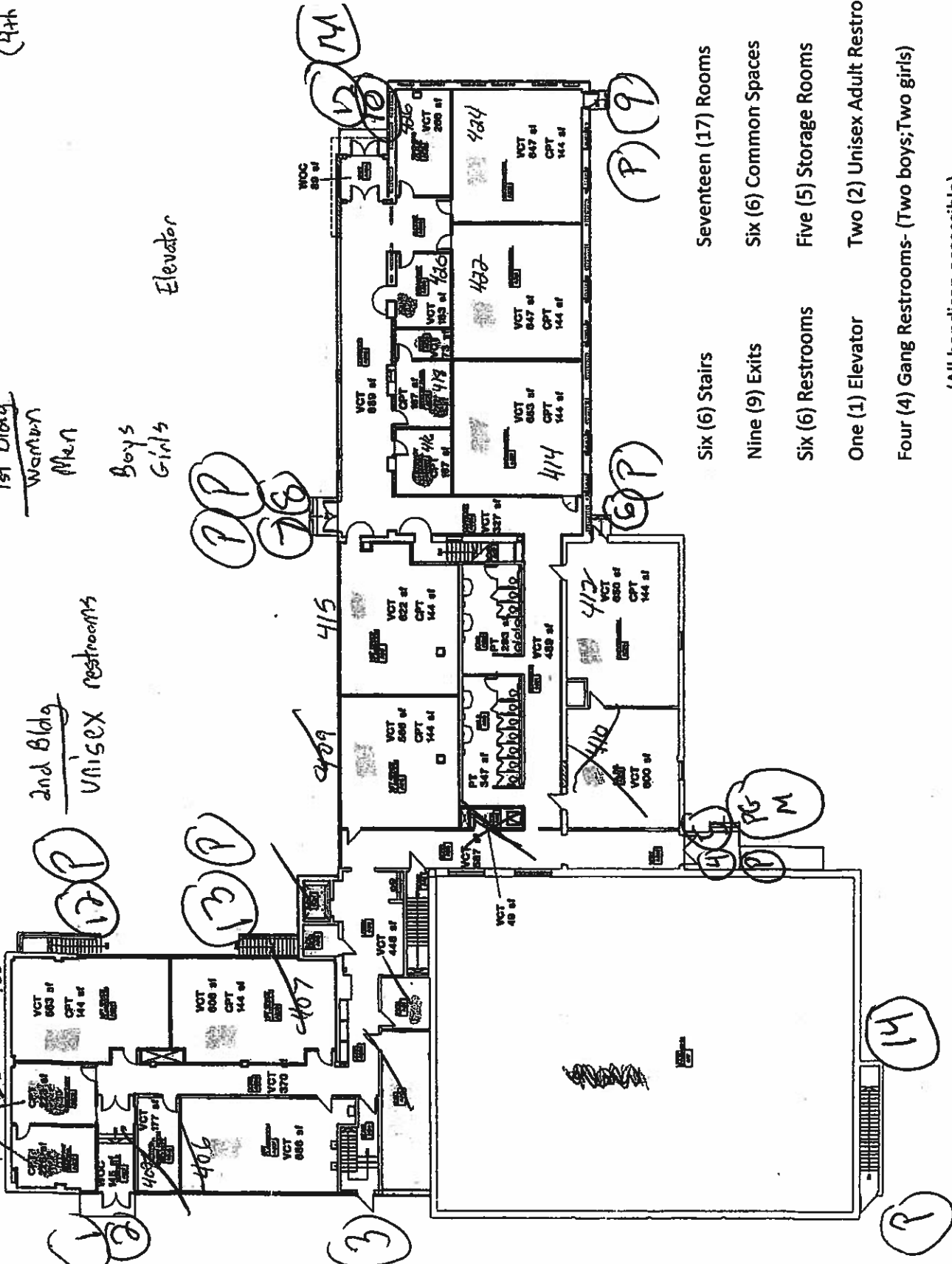
2nd Bldg
UNISEX restrooms

Elevator

1st Floor

Elevator

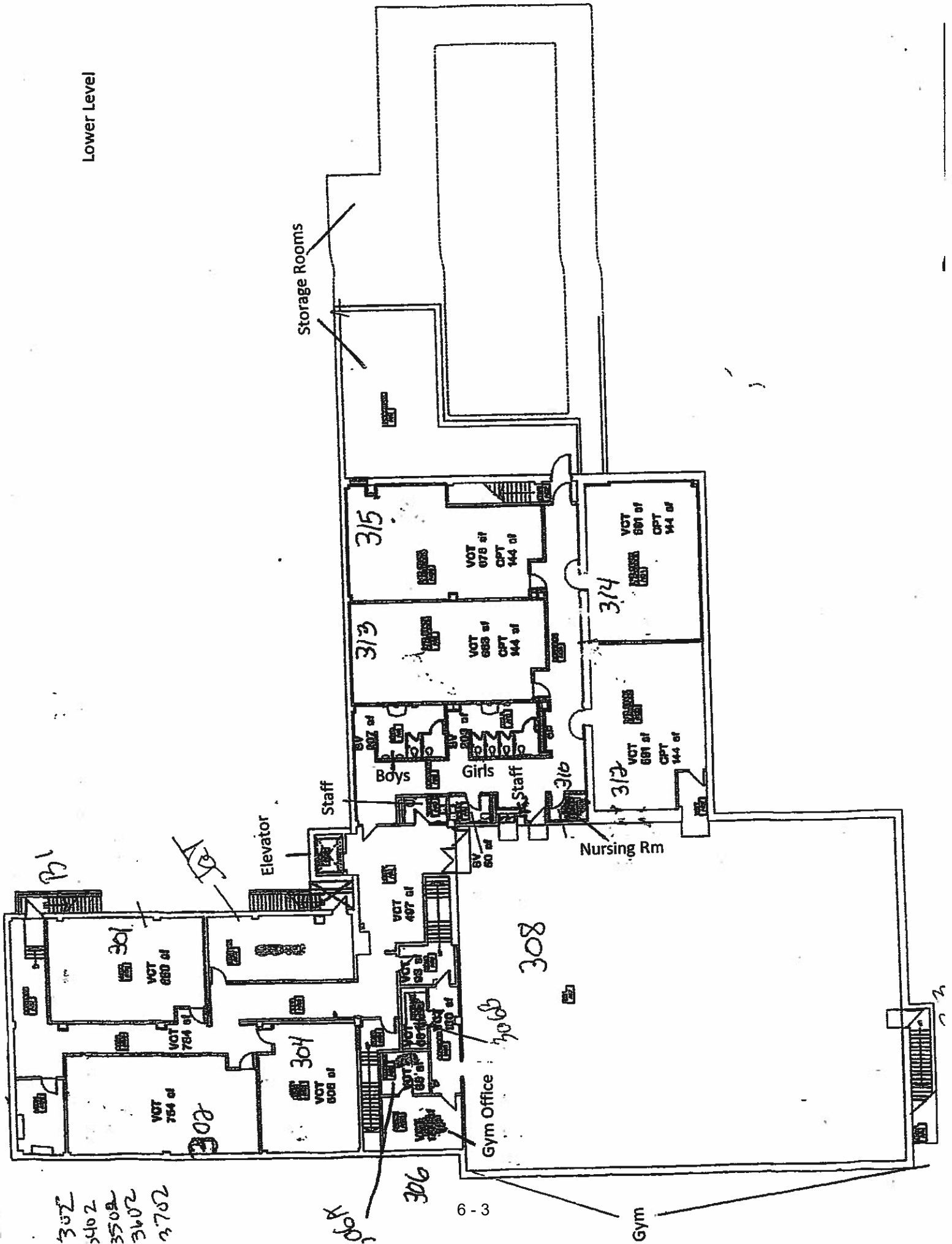
Boys Girls



- Six (6) Stairs
- Nine (9) Exits
- Six (6) Restrooms
- One (1) Elevator
- Four (4) Gang Restrooms- (Two boys; Two girls)
- Seventeen (17) Rooms
- Six (6) Common Spaces
- Five (5) Storage Rooms
- Two (2) Unisex Adult Restrooms

(All handicap accessible)

Lower Level

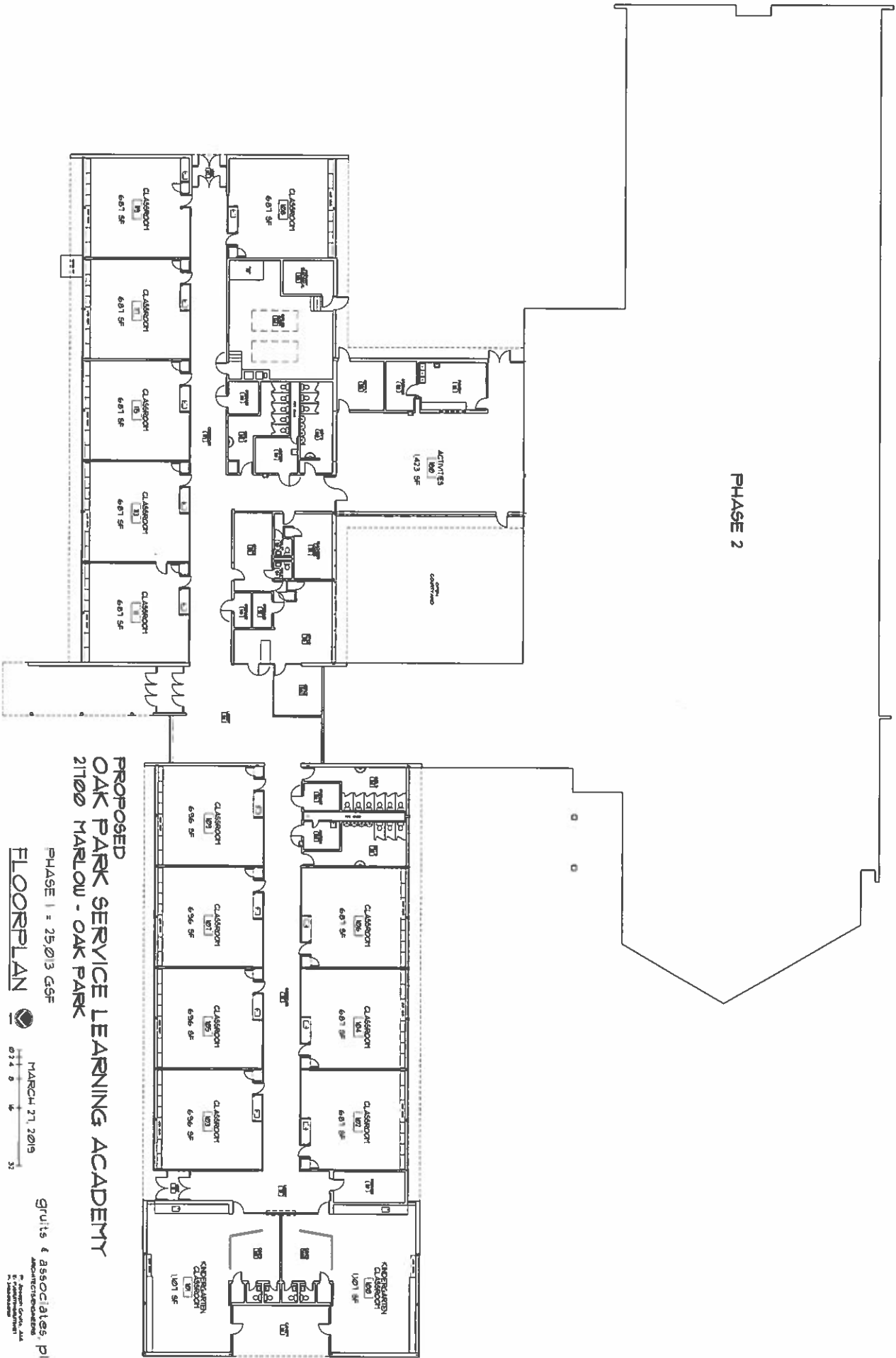


307
 3402
 3502
 3602
 3702

306
 307
 308

6-3

Gym



PHASE 2

**PROPOSED
OAK PARK SERVICE LEARNING ACADEMY
21100 MARLOW - OAK PARK**

PHASE 1 - 25,013 GSF

FLOORPLAN



MARCH 21, 2019

gruitts & associates, plc
ARCHITECTS/INTERIORS
10000 W. BROADWAY, SUITE 100
DENVER, CO 80231

**LEASE AGREEMENT TO BE
UPLOADED ONCE
FINALIZED**

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG19-01034

21700 MARLOW ST

OAK PARK, MI 48237

COUNTY: Oakland

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

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 01/29/2020

CONTRACT SCHEDULE 7
REQUIRED INFORMATION FOR
PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

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

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

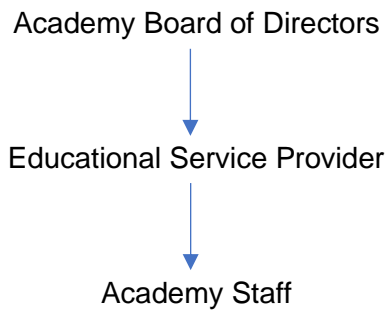
SECTION A
GOVERNANCE STRUCTURE

Governance Structure

The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of its contract and the applicable laws. The Bylaws further describe the Academy Board's governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The College Board establishes the initial number of board members to be five (5). The Academy Board shall have at least five, but no more than 9 members, as determined by the College Board. The College Board shall select the members of the Academy Board according to the terms and conditions set forth by the College Board. The names of the initial Academy Board members and their terms of office are contained in the Resolution. The selection of subsequent Academy Board members will be administered according to the Bylaws.

The Academy Board shall manage the business, property, and affairs of the Academy. The Academy Board shall set all educational, fiscal, and administrative policies for the Academy. A copy of the Academy's organizational chart is set forth below.



The Detroit Service Learning Academy Board of Directors currently consists of seven (7) members. The Lake Superior State University Board of Regents appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

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

Name	Office	Term
Douglas G. Bartell	Member At Large	June 30, 2022
James G. Dozier	Member At Large	June 30, 2021
Airlene Gross	Vice President	June 30, 2023
Idowu A. Jegede	Treasurer	June 30, 2023
Jeanette E. Owens	Secretary	June 30, 2021
Allen K. Richardson	Member At Large	June 30, 2023
Orlando Woods	President	June 30, 2022

SECTION B

EDUCATIONAL GOALS

Educational Goals

Detroit Service Learning Academy District mission is to prepare students for academic success, lifelong learning, leadership, and meaningful service to the community.

Pursuant to the Terms and Conditions of this Contract, the Academy shall demonstrate measurable progress toward the educational goals identified below in the table in this schedule and in accordance with applicable law. The Academy shall pursue the educational goal of preparing students for success in college, work and life. The achievement or measurable progress toward meeting these goals may constitute grounds for the University Board to continue the Contract, suspend the Contract, or revoke the Contract.

It is expected that the academy will meet the state of Michigan’s accountability standards and any improvement targets required to be achieved pursuant to state and federal law. Upon request, the Academy Board shall provide the CSO with a written report, along with supporting data, assessing the Academy’s progress toward achieving these goals. The Academy Board shall demonstrate improved academic achievement for all groups of pupils.

Measures for Determining Educational Goal Achievement

To measure progress in preparing all students academically for success in college, work and life, the Academy’s performance will be assessed using the measures of student growth and achievement specified below. The Academy will administer the specified tests in accordance with the testing windows identified in the Academy’s Master Calendar of Reporting Requirements. Student test results from the fall testing window will be used as the baseline for determining the amount of growth the Academy needs to make with students to help them reach the college readiness achievement targets.

Measure 1: Student Growth

Improved academic achievement for all groups of students in grades 2nd through 8th will be assessed using the following metrics and growth targets

Grade(s)	Metric	Growth Targets
Grades 2-8	The median Student Growth Percentile as measured by Measures of Academic Progress® by NWEA.	The median Student Growth Percentile will be at or above the 50 th percentile

Measure 2: Student Achievement

The academic achievement of all students in grades 2 through 11, who have been enrolled for three or more consecutive academic years at the Academy, will be assessed using the following metrics and achievement targets. Academies that are in their first year of operations will not be evaluated using academic achievement data. After the Academy enters its second year of operation, academic achievement data for all groups of students will be used in the evaluation.

Grade(s)	Metric	Achievement Targets
Grades 2-8	The percentage of cohort students achieving math and reading scaled scores that meet or exceed targets based on the most current NWEA national norms	Cohort students will achieve scores equal to or greater than the grade-level reading and math targets identified in this schedule ¹
Grades 2-8	The median subject scores as measured by performance on Measures of Academic Progress® by NWEA	Cohort students will achieve subject scores greater than that of non-cohort students ²
Grades 8, 9, 10	The median subject scores as measured by performance on the PSAT® by College Board	
Grade 11	The median subject scores as measured by performance on the SAT® by College Board	

¹Cohort students are those students who have attended an academy for three or more consecutive academic years. ²Non-cohort students are those students who have attended an academy for less than three consecutive academic years.

Measures of Academic Progress (MAP) Targets

Grade	MAP Reading 2020 NWEA Norm Spring Target	MAP Reading CMU CCR Spring Target	MAP Math 2020 NWEA Norm Spring Target	MAP Math CMU CCR Spring Target
2	185.87	Na	189.42	Na
3	197.12	Na	201.08	Na
4	204.83	Na	210.51	Na
5	210.98	215	218.75	226
6	215.36	220	222.88	232
7	218.36	224	226.73	238
8	221.66	227	230.03	243

NOTE: The highlighted targets are based on NWEA MAP's 2020 spring targets set at the 50th percentile. These targets do not necessarily denote college and career readiness. Targets will be automatically adjusted each time NWEA updates its norm study. The MAP CMU CCR targets are included to show the scores needed to be considered on track for earning a "21" ACT/ "1070" SAT and are included for comparative purposes only.

Measure 3: Student Achievement-Relative Performance and State/Federal Accountability

The academic achievement of Full Academic Year (FAY) Students will be assessed using the following metrics and achievement targets.

Grade(s)	Metric	Growth Targets
Grades 3-8	State Assessment Michigan Student Test of Educational Progress (M-STEP) or successor test	The Academy will meet state/federal requirements'
Grades 8, 9, 10	Pre-Scholastic Aptitude Test (PSAT) or successor test	
Grade 11	State Assessment Michigan Merit Exam (MME, SAT) or successor test	
All Grades	State Accountability	

For Accountability purposes, the MDE defines FAY students as those students who are enrolled in the school at Fall General Collection, the Spring General Collection, and at the enrollment snapshot for the given assessment.

Measure 4: Academy Goals

Our mission at DSLA is to prepare students for academic success, lifelong learning, leadership and meaningful service to the community. Our mission compelled us to place Service Learning as the heart of our school. It allows our entire school community to service the area we live in and beyond. The program is a catalyst for change concerning issues that affect our lives and the lives of those around us. As members of the community, our students have the responsibility to live the core values of wisdom, justice, integrity, love, compassion, respect and courage. Service Learning is a teaching and learning strategy that integrates meaningful community service with instruction and reflection to enrich the learning experience, teach civic responsibility, and strengthen communities.

Increase Service Learning Participation

The Academy has undergone various internal shifting, yet according to the LSSU Mid-contract Review “it does not appear to the priority it once had.” Hence the primary goal is to make service learning a priority again by creating an opportunity for all school community members to actively participate. Thereby improving the perception of service learning while publicizing to advertise to increase enrollment, improve branding recognition setting us apart.

Measurable Goals

- ✓ At least 50% of the service learning projects will involve developing community partnerships.
- ✓ At least 75% of the students will participate in service learning projects annually.
- ✓ At least 75% of classroom teachers will plan at least (1) service learning projects for students.

*Based on the following from the 2015-2018 Strategic Plan

SECTION C

EDUCATIONAL PROGRAMS

Educational Programs

The Pre-Kindergarten through eighth-grade curriculum programming is designed to address the common core state standards according to the essential academic subjects (English/language arts, mathematics, science, and social studies). Additional curriculum offerings promote student engagement in preparation for 21st-century learning skills. Service-learning is embedded within the curriculum as fundamental learning opportunities for students to experience real-work applications benefiting global and local communities. Therefore, the curriculum serves to challenge students by maintaining high expectations and promoting high-yielding teaching strategies that produce more rigorous student outcomes.

Curriculum Providers

Subject	Grades	Curriculum
Reading/ELA	K-5	Savvas Reading Street
Reading/ELA	6-8	Amplify
Math	K-5	Savvas EnVision
Math	6-8	Big Ideas
SS	K-8	Michigan Open Book Project
SCI	K-8	STEM Scopes
Social/Emotional	K-8	Purpose PREP through Edgenuity

The foundational skills of all students are developed through the securing of fundamental literacy skills necessary to read, write, and comprehension in accordance to 2016; the *Michigan Legislature passed a law that requires schools to identify learners who are struggling with reading and writing and to provide additional help (MCL 380.1280f)*. The goal is to improve reading rates by reading at or near grade-level to go to the fourth grade. Through MTSS, at-risk students will be provided interventions and tired supported to improve reading abilities, thus providing them with the best opportunities to improve their reading skills.

Cohort students in the elementary grades will have acquired sophisticated knowledge about their immediate world and factors that influence the shape of its existence. The district's goal is to focus on enhancing the capacity of the institution in meeting the identified common core standards that has the most significant potential impact on improving student performance and organizational effectiveness.

The curriculum approach for the upper grades is selected to prepare students for higher education by immersing them in an educational experience that reflects social and emotional learning, critical thinking, and utilization of technology relevant to future global skills. Various curriculum programming is piloted to expose and engage students within the guides of career and college readiness.

Curriculum selection and tiered support services assessed annually to ensure alignment with state standards and student performance, resulting in improved state and normed assessments. Teacher input, benchmarking, and curriculum budgetary comparison as process curriculum adaption. Ultimately, the curriculum services a vehicle by which instruction is delivered through effective teaching practices that remain fluent and differentiated to meet the needs of all learners. Continuous improvement efforts

allow for the evaluation of curriculum and programming for preparing students to be contributors to the workforce by building responsible citizens and lifelong learners. The service-learning component serves as a platform for building a strong sense of self by developing 21st-century learning expectations that include critical thinking, problem-solving, communication, collaboration, creativity, and innovation.

To properly implement curriculum, a balanced program includes developing teachers and support staff through the intentional development of building curriculum knowledge and capacity for implementing the curriculum. A concerted effort to effectively promote desired practices, processes, or programs is evident in the culture. Professional development standards outlined employed for the demonstration of ongoing growth and improvement over time. The district has acknowledged the significance of retention achieved through ongoing support and modeling best practices that yield positive results in improving student achievement and organizational effectiveness.

Students at the Detroit Service Learning District are taking an NWEA Map growth assessment in the Fall, Winter, and Spring as required by the state. M-STEP and PSAT assessments will occur in April and May unless the senate approves waivers submitted by the state to waive standardized testing.

References

Michigan Third Grade Reading Law, *MCL 380.1280f (2016 & Supp. 2019)*

SECTION D
CURRICULUM

Detroit Service Learning Academy
Curriculum Summary

Overall Curriculum At-A-Glance

The following table represents the current curriculum implemented consistently through the district's purpose in developing contiguity of learning.

Curriculum Providers

Subject	Grades	Curriculum
Reading/ELA	K-5	Reading Street
Reading/ELA	6-8	Amplify
Math	K-5	EnVision
Math	6-8	Big Ideas
SS	K-8	Michigan Open Book Project
SCI	K-8	STEM Scopes
Social/Emotional	K-8	Purpose PREP through Edgenuity

The Pre-Kindergarten through eighth-grade curriculum programming is designed to address the common core state standards according to the essential academic subjects (English/language arts, mathematics, science, and social studies). Additional curriculum offerings promote student engagement in preparation for 21st-century learning skills. Service-learning is embedded within the curriculum as fundamental learning opportunities for students to experience real-work applications benefiting global and local communities. Therefore, the curriculum serves to challenge students by maintaining high expectations and promoting high-yielding teaching strategies that produce more rigorous student outcomes.

Curriculum Overview

The foundational skills of all students are developed through the securing of fundamental literacy skills necessary to read, write, and comprehension in accordance to 2016; the *Michigan Legislature passed a law that requires schools to identify learners who are struggling with reading and writing and to provide additional help (MCL 380.1280f)*. The goal is to improve reading rates by reading at or near grade-level to go to the fourth grade. Through MTSS, at-risk students will be provided interventions and tiered support to improve reading abilities, thus providing them with the best opportunities to improve their reading skills.

Cohort students in the elementary grades will have acquired sophisticated knowledge about their immediate world and factors that influence the shape of its existence. The district's goal is to focus on enhancing the capacity of the institution in meeting the identified common core standards that has the most significant potential impact on improving student performance and organizational effectiveness.

The curriculum approach for the upper grades is selected to prepare students for higher education by immersing them in an educational experience that reflects social and emotional learning, critical thinking, and utilization of technology relevant to future global skills. Various curriculum programming is piloted to expose and engage students within the guises of career and college readiness.

Detroit Service Learning Academy

Curriculum Summary

Curriculum selection and tiered support services assessed annually to ensure alignment with state standards and student performance, resulting in improved state and normed assessments. Teacher input, benchmarking, and curriculum budgetary comparison as process curriculum adaption. Ultimately, the curriculum services a vehicle by which instruction is delivered through effective teaching practices that remain fluent and differentiated to meet the needs of all learners. Continuous improvement efforts allow for the evaluation of curriculum and programming for preparing students to be contributors to the workforce by building responsible citizens and lifelong learners. The service-learning component serves as a platform for building a strong sense of self by developing 21st-century learning expectations that include critical thinking, problem-solving, communication, collaboration, creativity, and innovation.

To properly implement curriculum, a balanced program includes developing teachers and support staff through the intentional development of building curriculum knowledge and capacity for implementing the curriculum. A concerted effort to effectively promote desired practices, processes, or programs is evident in the culture. Professional development standards outline is employed for the demonstration of ongoing growth and improvement over time. The district has acknowledged the significance of retention achieved through ongoing support and modeling best practices that yield positive results in improving student achievement and organizational effectiveness.

The kindergarten through eighth grade curriculum covers core academic subjects (social studies, English/language arts, math, and science), art, physical fitness, world language, music and technology. Service Learning is another important aspect of the Academy's curriculum, which provides an opportunity for students to link content knowledge with real world application to solve problems in their community. The objective of the curriculum is to prepare students to be fully-equipped contributors to the 21st Century. This would be evidenced by their ability to demonstrate critical thinking, problem-solving, and collaboration.

Children in the Primary (K-2) and Elementary Academy (grade 3-5) acquire the literacy skills necessary to read and write, comprehension skills to understand how the world works, and reasoning skills to develop responsible behavior. In order to carry out this ambitious and balanced program, teachers have a strong background in the content areas. By the time students leave the Elementary Academy, they will have acquired sophisticated knowledge about their immediate world and about the many factors that have shaped it. The Response to Intervention "RTI" program services students in need of additional and timely instructional support to meet the state and national objectives. Selected students participate in a number of pull out programs that focus on small group instruction including the Everybody Can Read program, instructional coaches and reading intervention specialists.

The objective of the Junior Academy (grades 6-8) is to prepare students for higher education by immersing them in an educational experience that is character-based, rigorous, and relevant to today's global community. Students utilize technology and critical thinking to solve problems and develop mastery-level comprehension.

The focus of the Junior Academy is on the individual students needs as they capitalize on a strong, broad-based coherent curricular model targeted on the mastery of concepts and process. Through the utilization of best instructional practices, differentiated instruction, and emphasis on literacy across the curriculum, the Academy is able to offer a rich program.

Detroit Service Learning Academy

Curriculum Summary

Curriculum is assessed on an annual basis to ensure alignment with the state standards and benchmarks. In addition, the Academy has begun to assess compatibility with common core standards in order to create a plan for the integration of national standards.

Primary & Elementary Academies Daily Schedule

Reading-(50-90) minutes of reading instruction daily. Reading Street is a research based, comprehensive Reading Program that infuses all five areas of a balanced literacy program, as outlined by the NRP (National Reading Panel). Additionally, action research is being conducted using the Guided Reading programs in specific classrooms throughout grades K-2 for the purpose of providing a more individualized instructional approach to early literacy.

Writing-(30-50) minutes. Children learn to write for many audiences and purposes. Students use writing as a tool for expressing their voice, thinking, and processing information. Core resources used to provide writing instruction include the Open Court and Write Source.

History/Social Science- (45-60) minutes. The goal of social studies is to prepare students to become active and engaged citizens using the standards-based curriculum that includes direct instruction, hands-on activities, and interactive notebooks.

Math – (50-60) minutes daily. The program prepares students to solve problems flexibly, enables them to carry out tasks encountered in everyday life, fosters number and spatial sense, and develops positive attitudes toward math.

Science – (30-45) minutes. The curriculum aims to spark students' interest, enjoyment of, and interaction with the natural world and promotes the confidence that comes with understanding. The curriculum is unit and inquiry-based, which is aligned to the national science standards. The curriculum emphasizes a hands-on approach to learning through critical thinking, exploration, and investigation.

Physical/Health & SEL – (60-80) minutes. A rigorous program of physical education emphasizes personal fitness and knowledge of health, nutrition, and safety. Additionally, Social Emotional Learning (SEL) is the process in which individuals develop the skills, attitudes, beliefs, and knowledge that help them identify and regulate emotions, develop positive relationships, and make responsible decisions.

Fine Arts-(30-45) minutes. Music and Visual Arts are an integral part of our Fine Arts Program. Students develop skills through singing, playing instruments, and listening to a wide range of musical styles. Students also study art history and are able to demonstrate many artistic styles and develop skills in visual arts by using a variety of art tools and materials.

Computer Literacy- (30-45) minutes. Computing education in K–12 schools include computer literacy, educational technology, digital citizenship, information technology, and computer science. Michigan's vision for computer science education is that all learners will develop foundational computer science skills to solve problems and be constructive citizens. *(-Based on Michigan K-12 Computer Science Standards)*

Junior Academy

Detroit Service Learning Academy

Curriculum Summary

English Language Arts-(60-80) minutes daily. Students at this level advance dramatically in their ability to comprehend more abstract reading materials and teachers provide them with books that exercise and challenge this ability. The Common Core aligned curriculum aims to provide maximum exposure to the great ideas, experiences and traditions expressed in written and spoken word. Reading materials include readiness level appropriate novels, dramas, short stories, poetry and nonfiction books. The program provides a diverse and carefully selected series of reading materials for discussion-centered instruction that connects to the core values and character education traits and complements the broader curricula in math, science, history and the arts. The discussion method aims to encourage students to explore issues that have no easy answer, to teach themselves and help others. Multimodal texts such as video, music, and interactive experiences are also included within the units of study. The writing curriculum focuses on specific genres of writing, both expository and narrative. Students enhance their skills from year to year within each of the major traits of writing: voice, mechanics, and organization.

History Social Science-(45-60) minutes daily. As students advance to the Junior Academy, they are expected to continually apply and refine models of investigation, building on their growing understanding of the interconnectedness of history, geography, civics and economics, using a unit-long case-study approach. History Alive is the primary textbook. Additional source readings, including a thematically linked classroom library of trade books, are used as core materials.

Fine Arts-(30-45) minutes. The arts aim to serve as a bridge that connects students to their immediate environment and to their place in history. With regards to visual arts, students have a greater ability to analyze and interpret what they see. With regards to music, students are ready to play more sophisticated instruments and use technology to enhance their musical explorations.

Math-(60-80) minutes daily. The objective is to prepare students for the complexities of the secondary math program and prepare them toward a deeper appreciation of the power and beauty of mathematical ideas. Through high-interest projects, activities, and investigations, students learn that by drawing on ideas, tools and techniques of mathematics, they can strengthen their thinking, communicate with greater precision, make important connections across the curriculum and find solutions to perplexing real-life questions and problems. Three themes form the core curriculum: Applied arithmetic, pre-algebra and pre-geometry. Core materials include Prentice Hall by Pearson.

Science-(60-80) minutes. The objective is to provide students with science's most powerful conceptual tools for organizing and expanding their knowledge of the natural world. Students are taught to pose questions, form hypotheses, design experiments, collect and analyze data, make presentations, and conduct research to learn more about the science that affects and interests them directly. Core curriculum materials include Middle School Science and Technology, a hands-on program that reflects the middle school philosophy. The Pearson science curriculum is used by science teachers in grades 6-8.

Physical Fitness & Health & Social Emotional Learning (SEL)-(45-60) minutes. The objective is to guide students toward making wise choices as they negotiate the physical, social and emotional changes associated with early adolescence. The program stresses individualized fitness goals and helps students understand the benefits of continuing strenuous physical activity. Students are encouraged to participate in intramural sports programs. Additionally, Social Emotional Learning (SEL) is the process in

Detroit Service Learning Academy

Curriculum Summary

which individuals develop the skills, attitudes, beliefs, and knowledge that help them identify and regulate emotions, develop positive relationships, and make responsible decisions.

Computer Literacy-60-80 minutes. Computing education in K–12 schools include computer literacy, educational technology, digital citizenship, information technology, and computer science. Michigan’s vision for computer science education is that all learners will develop foundational computer science skills to solve problems and be constructive citizens. (*Based on Michigan K-12 Computer Science Standards*)

Extracurricular Activities

The Academy provides various extracurricular activities for students. Some of the student activities include boys and girls basketball, cheerleading, dance, band, soccer, volleyball, national honor society, various clubs, academic games, drama and Boy Scouts.

North Central Association Commission on Accreditation and School Improvement (NCA CASI)

Detroit Service Learning Academy has been accredited by North Central Association Commission on Accreditation and School Improvement (NCA CASI) initially in 2015 and earned a renewal in 2020, which that helps guidance the teaching and learning practices that informs the academies continuous improvement efforts.



Every five years, Detroit Service Learning Academy undergoes an iterative process called external review. More specifically, **learning environment** is the elements of the AdvancED Performance Standards which serves as a road map for the continuous improvement process for institutions and as the foundation of the accreditation process used by AdvancED Review Teams to provide relevant and quality feedback on how institutions are serving the learner. The AdvancED Performance Standards embody high quality learning practices that can transform lives, communities and the world.

Teaching & Learning Belief

The impact of teaching and learning on student achievement and success is the primary expectation of every institution. An effective learning culture is characterized by positive and productive teacher/learner relationships, high expectations and standards, a challenging and engaging curriculum, quality instruction and comprehensive support that enable all learners to be successful, and assessment practices (formative and summative) that monitor and measure learner progress and achievement. Moreover, a quality institution evaluates the impact of its learning culture, including all programs and support services, and adjusts accordingly.

Environments/Teaching & Learning Purposes eleot®

Equitable Learning Environment

Learners engage in differentiated learning opportunities and/or activities that meet their needs	Learners have equal access to classroom discussions, activities, resources, technology, and support
Learners are treated in a fair, clear and consistent manner	Learners demonstrate and/or have opportunities to develop empathy/respect/appreciation for differences in abilities, aptitudes, backgrounds, cultures, and/or other human characteristics, conditions and dispositions

High Expectations Environment

Learners strive to meet or are able to articulate the high expectations established by themselves and/or the teacher	Learners engage in activities and learning that are challenging but attainable
Learners demonstrate and/or are able to describe high quality work	Learners engage in rigorous coursework, discussions, and/or tasks that require the use of higher order thinking (e.g., analyzing, applying, evaluating, synthesizing)
Learners take responsibility for and are self-directed in their learning	

Supportive Learning Environment

Learners demonstrate a sense of community that is positive, cohesive, engaged, and purposeful	Learners take risks in learning (without fear of negative feedback)
Learners are supported by the teacher, their peers and/or other resources to understand content and accomplish tasks	Learners demonstrate a congenial and supportive relationship with their teacher

Active Learning Environment

Learners' discussions/dialogues/exchanges with each other and the teacher predominate	Learners make connections from content to real-life experiences
Learners are actively engaged in the learning activities	Learners collaborate with their peers to accomplish/complete projects, activities, tasks and/or assignments

Progress Monitoring and Feedback Environment

Learners monitor their own learning progress or have mechanisms whereby their learning progress is monitored	Learners receive/respond to feedback (from teachers/peers/other resources) to improve understanding and/or revise work
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Detroit Service Learning Academy

Curriculum Summary

Learners demonstrate and/or verbalize understanding of the lesson/content	Learners understand and/or are able to explain how their work is assessed
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Well-Managed Learning Environment

Learners speak and interact respectfully with teacher(s) and each other	Learners demonstrate knowledge of and/or follow classroom rules and behavioral expectations and work well with others
Learners transition smoothly and efficiently from one activity to another	Learners use class time purposefully with minimal wasted time or disruptions

Digital Learning Environment

Learners use digital tools/technology to gather, evaluate, and/or use information for learning	Learners use digital tools/technology to conduct research, solve problems, and/or create original works for learning
Learners use digital tools/technology to communicate and/or work collaboratively for learning	

Detroit Service Learning Academy
Curriculum Summary
Additional Core Content Curriculum Design
Curriculum Scope and Sequence

The Core Knowledge Sequence is not meant to outline the whole of a school’s curriculum, but rather to provide a coherently organized plan for content and skills instruction, while remaining flexible enough to not exclude locally determined or other required content and skills.

K-5


Mathematics

Scope & Sequence

enVisionMATH is a core curriculum for students in kindergarten through grade 6. The Envision Math program seeks to help students develop an understanding of math concepts through problem-based instruction, small-group interaction, and visual learning with a focus on reasoning and modeling.

Common Core Domains

- COUNTING & CARDINALITY (GRADE K)
- OPERATIONS & ALGEBRAIC THINKING (GRADES K-5)
- NUMBER & OPERATIONS IN BASE TEN (GRADES K-5)
- NUMBER & OPERATIONS-FRACTIONS (GRADES 3-5)
- MEASUREMENT & DATA (GRADES K-5)
- GEOMETRY (GRADES K-6)


Common Core

Standards for Mathematical Practice

Throughout the program, students at every grade level

- ✓ Make sense of problems and persevere in solving them.
- ✓ Reason abstractly and quantitatively.
- ✓ Construct viable arguments and critique the reasoning of others.
- ✓ Model with mathematics.
- ✓ Use appropriate tools strategically.
- ✓ Attend to precision.
- ✓ Look for and make use of structure.
- ✓ Look for and express regularity in repeated reasoning.

Resource: *enVMCC_Scope_and_Sequence.pdf* (pearsonschool.com)

6-8

Mathematics

Scope & Sequence

Big Ideas Math is a complete middle school math program developed with the Common Core Standards for Mathematical Content and Standards for Mathematical Practice as its foundation. It is the only program to offer multiple pathways through middle school mathematics.

Grade 6
Ratios & Proportional Relationships
Understand Ratio Concepts; Use Ratio Reasoning
The Number System
Perform Fraction and Decimal Operations; Understand Rational Numbers
Geometry
Solve Problems Involving Area, Surface Area, and Volume
Statistics & Probability
Write, Interpret, and Use Expressions, Equations, and Inequalities
Statistics and Probability
Summarize and Describe Distributions; Understand Variability

Grade 7
Ratios & Proportional Relationships
Analyze Proportional Relationships
The Number System
Perform Rational Number Operations
Geometry
Understand Geometric Relationships; Solve Problems Involving Angles, Surface Area, and Volume
Expressions and Equations
Generate Equivalent Expressions; Solve Problems Using Linear Equations and Inequalities
Statistics and Probability
Analyze and Compare Populations; Find Probabilities of Events

Grade 8
Ratios & Proportional Relationships
Approximate Real Numbers; Perform Real Number Operations
The Number System
Use Radicals and Integer Exponents; Connect Proportional Relationships and Lines; Solve Systems of Equations
Geometry
Understand Congruence and Similarity; Apply the Pythagorean Theorem; Apply Volume Formulas

Expressions and Equations
Understand Geometric Relationships; Solve Problems Involving Angles, Surface Area, and Volume

Statistics and Probability
Analyze Bivariate Data

K-5

Reading & Language Arts

Scope & Sequence

Reading Street Common Core helps you prioritize instruction to support higher levels of reading and writing. *Reading Street Common Core* is built for performance and manageability. Weekly target skills and strategies perfectly align to the new grade-level standards. Every lesson focuses on Common Core State Standards, moving children toward higher-order thinking and college and career readiness. *Reading Street Common Core* is more personalized, more interactive, and more responsive. It's the first English language arts program to offer 100% compliance with the Common Core in print and digital formats.

Scott Foresman Reading Street is a comprehensive reading program for Kindergarten through Grade Six that is built on solid research and prioritizes instruction for the five core areas of reading instruction for every grade: Phonemic Awareness, Phonics, Fluency, Vocabulary and Text Comprehension.

Reading skill and strategy instruction is explicit, based on assessed needs, and systematically designed to lead students to reading independence. The following pages detail a scope and sequence that helps you pace instruction and teach the skills and strategies necessary to meet grade-level expectations.

K-5 Reading

- **Concepts of Print and Print Awareness**
- **Phonological and Phonemic Awareness**
- **Phonics, Decoding, and Word Recognition**
- **Vocabulary and Concept Development**
- **Reading Comprehension**
- **Literary Analysis, Response, and Appreciation**

K-5 Language Arts

- **Writing**
- **Penmanship**
- **Written and Oral English Language Conventions**
- **Spelling**
- **Listening and Speaking**
- **Viewing/Media**

6-8 Reading

Detroit Service Learning Academy

Curriculum Summary

Amplify ELA is a blended English language arts curriculum designed specifically for grades 6–8. With Amplify ELA, students learn to tackle any complex text and make observations, grapple with interesting ideas, and find relevance for themselves. We’ve created guidance and resources to help meet your unique needs this school year. Find out more about our remote and hybrid learning resources. Students are engaged through dynamic texts, lively classroom discussions, and meaningful digital experiences.

Amplify Reading is designed hand-in-hand with experts, drawing from the latest research. In addition to covering foundational skills, vocabulary, and comprehension, the program guides students toward building mental models as they read—a practice known as micro comprehension. Each of the program’s games maps to specific skills and aligns to the most rigorous reading standards.

Reading Standards

- Key Ideas & Details
- Craft & Structure
- Integration of Knowledge & Ideas
- Range of Reading and Level of Text Complexity

Amplify ELA is a blended curriculum designed specifically for grades 6–8 that is perfect for this uncertain time. Students are engaged through dynamic texts, lively discussions, and meaningful digital experiences. We have added new resources to make the program even easier to use in remote and hybrid scenarios.

Writing

- Text Types and Purposes
- Production and Distribution of Writing
- Research to Build and Present Knowledge
- Range of Writing

Students’ narrative skills continue to grow in these grades. The Standards require that students be able to incorporate narrative elements effectively into arguments and informative/explanatory texts. In history/social studies, students must be able to incorporate narrative accounts into their analyses of individuals or events of historical import. In science and technical subjects, students must be able to write precise enough descriptions of the step-by-step procedures they use in their investigations or technical work that others can replicate them and (possibly) reach the same results.

References; <http://www.corestandards.org/ELA-Literacy/WHST/6-8/>

K-8

Science

Scope & Sequence

Next Generation Science Standards

The NGSS are K-12 science context standards intended to help student deeply understand core scientific concepts, to understand the scientific process of developing and testing ideas, and to have a greater ability to evaluate scientific evidence. -

STEMscopes Michigan 3D uses the 5E model and then adds intervention and acceleration resources across three platforms—digital, kit and print—to help students understand the three dimensions of the NGSS.

NGSS Elementary Scope List



Kindergarten	First Grade	Second Grade
<p>K: Storyline 1: Humans and The Needs of Organisms</p> <ul style="list-style-type: none"> • Animal Needs • Plant Needs • Reducing Human Impact <p>K: Storyline 2: Dealing with Weather</p> <ul style="list-style-type: none"> • Weather Conditions • Measurement of Weather • Weather Hazards <p>K: Storyline 3: Living Things and Their Habitats</p> <ul style="list-style-type: none"> • Habitats • Organisms' Impact on Environments • Uses of Natural Resources <p>K: Storyline 4: Using Force to Change Motion</p> <ul style="list-style-type: none"> • Pushes and Pull • Speed and Direction <p>K: Storyline 5: Using Sunlight</p> <ul style="list-style-type: none"> • Energy from the Sun 	<p>1: Storyline 1: Design From Nature</p> <ul style="list-style-type: none"> • Parts of Animals • Parts of Plants • Plant Survival • Animal Survival <p>1: Storyline 2: Parents and Their Offspring</p> <ul style="list-style-type: none"> • Protecting the Young • Animal Trait Inheritance and Variation • Plant Trait Inheritance and Variation <p>1: Storyline 3: Patterns in the Sky</p> <ul style="list-style-type: none"> • Seasonal Patterns • Patterns in Space <p>1: Storyline 4: Communicating with Waves</p> <ul style="list-style-type: none"> • Sound • Behavior of Light • Communication 	<p>2: Storyline 1: Organisms: Needs and Interactions</p> <ul style="list-style-type: none"> • What Plants Need • Animal and Plant Dependence • Diversity of Living Things <p>2: Storyline 2: Dealing With Changes to Earth</p> <ul style="list-style-type: none"> • Quick Changes to Land • Slow Changes to Land • Effects of Wind and Water <p>2: Storyline 3: Mapping Land and Water</p> <ul style="list-style-type: none"> • Mapping Our World • Forms of Water on Earth <p>2: Storyline 4: Selecting and Using Materials in the Design Process</p> <ul style="list-style-type: none"> • Properties and States of Matter • Properties of Materials • Building Blocks of Matter • Changes from Heat

Detroit Service Learning Academy
Curriculum Summary

NGSS Elementary Scope List



Third Grade	Fourth Grade	Fifth Grade
<p>3: Storyline 1: Lifestyles of Animals</p> <ul style="list-style-type: none"> • Life Cycles • Social and Group Behavior <p>3: Storyline 2: Effects on Organisms of Changing Environments</p> <ul style="list-style-type: none"> • Inheritance and Variation of Traits • Environmental Traits • Adaptations • Environmental Changes and Effects <p>3: Storyline 3: Organisms Change Over Time</p> <ul style="list-style-type: none"> • Plant and Animal Extinction • Fossils • Survival of the Fittest <p>3: Storyline 4: Dealing With Hazardous Weather Worldwide</p> <ul style="list-style-type: none"> • Weather and Climate • Processes and Impacts of Natural Hazards <p>3: Storyline 5: Using Magnets to Move Objects</p> <ul style="list-style-type: none"> • Objects and Motion • Electric and Magnetic Forces 	<p>4: Storyline 1: Plants and Animals Sensing and Interacting</p> <ul style="list-style-type: none"> • Plant and Animal Parts • Sense Receptors <p>4: Storyline 2: Changes Over Time to The Earth's Surface</p> <ul style="list-style-type: none"> • Rock Patterns • Changing Land • Plants' Effect on Regions • Plate Tectonics <p>4: Storyline 3: Using Earth's Resources</p> <ul style="list-style-type: none"> • Renewable and Nonrenewable Resources • Natural Processes <p>4: Storyline 4: Using Energy Transformations</p> <ul style="list-style-type: none"> • Transfer of Energy in Collision • Energy and Collision • Energy and Speed • Chemical Processes • Energy and Electric Current <p>4: Storyline 5: Communicating Using Wave Energy</p> <ul style="list-style-type: none"> • Motion of Waves • Wavelength and Amplitude • Light Reflection • Information Technologies 	<p>5: Storyline 1: Organisms Use of Matter and Energy</p> <ul style="list-style-type: none"> • Matter and Energy in Plants • Food Webs • Matter Cycles • Ecosystems • Energy Transfer • Basic Needs <p>5: Storyline 2: Observations of Patterns in Objects in the Sky</p> <ul style="list-style-type: none"> • Observing the Stars • Objects in the Sky • Earth's Rotation <p>5: Storyline 3: Human Impact on the Earth's Systems</p> <ul style="list-style-type: none"> • Earth's Systems Interactions • Earth's Systems • Water Sources • Human Footprint • Reducing Human Footprint <p>5: Storyline 4: Interactions in Matter</p> <ul style="list-style-type: none"> • Matter is Everywhere • Matter Changing States • Properties of Matter • Mixtures <p>5: Storyline 5: The Force of Gravity</p> <ul style="list-style-type: none"> • Gravity

Detroit Service Learning Academy
Curriculum Summary

K-8

Social Studies

Scope & Sequence

Michigan Open Books have been written and created by Michigan teachers as part of the TRIG grant. During the 2014-15 School Year, 4 titles were released.

K-2 Grade-Specific Contexts		
Kindergarten	Myself and Others	Using a familiar context for five- and six-year-olds, kindergarteners learn about the social studies disciplines (history, geography, civics and government, and economics) through the lens of "Myself and Others."
1st	Families and Schools	Students continue to explore the social studies disciplines of history, geography, civics and government, and economics through an integrated approach using the context of school and families. This is the students' first introduction to social institutions.
2nd	The Local Community	Students continue the integrative approach to social studies through the context of the local community. Students are introduced to a social environment larger than their immediate surroundings.

3rd-5th Grade-Specific Contexts		
3rd	Michigan Studies	Students explore the social studies disciplines of history, geography, civics and government, and economics through the context of Michigan studies.
4th	U.S. Studies	Using the context of the state of Michigan post statehood and the United States, 4th grade students learn significant social studies concepts within an increasingly complex social environment. They examine fundamental concepts in geography, civics and government, and economics organized by topic, region, or issue.
5th	Integrated U.S. History	Building upon the geography, civics and government, and economics concepts of the United States mastered in 4th grade and historical inquiry from earlier grades, the 5th grade expectations begin a more discipline-centered approach concentrating on the early history of the United States. Students begin their study of American history with Indigenous Peoples before the arrival of European explorers and conclude with the adoption of the Bill of Rights in 1791. Although the content expectations are organized by historical era, they build upon students' understanding of the other social studies disciplines from earlier grades and require students to apply these concepts within the context of American history.

Detroit Service Learning Academy
Curriculum Summary

6th-8th Grade Social Studies Overview Chart		
Grade 6 World Geography	Grade 7 World History and Geography	Grade 8 Integrated U.S. History
Grade Level Focus	Grade Level Focus	Grade Level Focus
<p>GEOGRAPHY G1 The World in Spatial Terms G2 Places and Regions G3 Physical Systems G4 Human Systems G5 Environment and Society G6 Global Issues</p> <p>CIVICS AND GOVERNMENT C1 Purposes of Government C3 Structure and Functions of Government C4 Relationship of the United States to Other Nations and World Affairs</p> <p>ECONOMICS E1 The Market Economy E2 The National Economy E3 International Economy</p> <p>PUBLIC DISCOURSE, DECISION MAKING, AND CIVIC PARTICIPATION</p> <ul style="list-style-type: none"> • Identifying and Analyzing Public Issues • Persuasive Communication • Civic Participation 	<p>HISTORY H1 The World in Temporal Terms</p> <p>W1 WHG Era 1 The Beginnings of Human Society</p> <p>W2 WHG Era 2 Early Civilizations and the Emergence of Pastoral Peoples</p> <p>W3 WHG Era 3 Classical Traditions, World Religions, and Major Empires</p> <p>W4 WHG Era 4 Case Studies from Three Continents</p> <p>EMBEDDED IN THE CONTEXT OF HISTORY:</p> <p>GEOGRAPHY G1 The World in Spatial Terms G4 Human Systems G5 Environment and Society G6 Global Issues</p> <p>PUBLIC DISCOURSE AND CIVIC PARTICIPATION</p> <ul style="list-style-type: none"> • Identifying and Analyzing Public Issues • Persuasive Communication • Civic Participation 	<p>THEMATIC ANALYSIS OF U.S. HISTORY ERAS 1-5</p> <p>U1 USHG Era 1 Beginnings to 1620</p> <p>U2 USHG Era 2 Colonization and Settlement 1585-1763</p> <p>U3 USHG Era 3 Revolution and the New Nation 1754-1800</p> <p>U4 USHG Era 4 Expansion and Reform 1792-1861</p> <p>U5 USHG Era 5 Civil War and Reconstruction 1850-1877</p> <p>EMBEDDED IN THE CONTEXT OF HISTORY:</p> <p>G Geographic Perspective</p> <ul style="list-style-type: none"> • The World in Spatial Terms • Places and Regions • Human Systems • Physical Systems • Environment and Society <p>C Civic Perspective</p> <ul style="list-style-type: none"> • Conceptual Foundations • Role and Functions of Government • Purposes of Government • Values and Principles of American Democracy • Role of the Citizen in American Democracy <p>E Economic Perspective</p> <ul style="list-style-type: none"> • Individual, Business, and Government Choices • Competitive Markets • Prices, Supply, and Demand • Role of Government • Economic Interdependence <p>P PUBLIC DISCOURSE, DECISION MAKING, AND CIVIC PARTICIPATION</p> <ul style="list-style-type: none"> • Identifying and Analyzing Public Issues • Persuasive Communication • Civic Participation

SECTION E

METHODS OF PUPIL ASSESSMENT

Detroit Service Learning Academy District

Schedule 7e:

Methods of Pupil Assessment

(only include formal district wide assessments)

Students at the Detroit Service Learning District are taking an NWEA Map growth assessment in the Fall, Winter and Spring as required by the state. M-STEP and PSAT assessments will take place in April and May, unless waivers submitted by the state to waive standardized testing is approved by the senate.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Schedule 7f

Application and Enrollment Policies

The Academy will follow Section 504 of the Revised School Code stating that public school academies shall not charge tuition nor discriminate on any basis deemed illegal by the State of Michigan. Enrollment is open to all U.S. citizens who are also residents of Michigan.

Enrollment preferences will be given to:

- siblings of those students already enrolled
- children of employees of the Academy
- children of board members of the Academy

If the Academy receives more applications than there are positions available a random selection process will be held to determine enrollment. Those applicants not selected in the random selection drawing will be placed on a waiting list in the order they were selected. These applicants will be admitted throughout the academic year as space becomes available.

Each year an open enrollment period will be posted and held for at least two week in the month of February and/or March. The Academy will be open to the public during instructional hours as well as specified nights and weekends for the public to retrieve and return application and enrollment materials.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

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

School Day Schedule

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

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION h: AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2017.

If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.