

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 LEARNING SERVICE ACADEMY
(A PUBLIC SCHOOL ACADEMY)

July 1, 2026

TABLE OF CONTENTS

<u>Contract Documents</u>	<u>Tab</u>
Resolutions Authorizing the Academy and Establishing the Method of Selection, Length of Term, and Number of Members of Board of Directors	A
Terms and Conditions of Contract.....	B
Contract Schedules.....	C
Schedule 1: Articles of Incorporation	1
Schedule 2: Bylaws.....	2
Schedule 3: Fiscal Agent Agreement.....	3
Schedule 4: Oversight Agreement	4
Schedule 5: Description of Staff Responsibilities	5
Schedule 6: Physical Plant Description	6
Schedule 7: Required Information for Public School Academy	7
• Section a: Governance Structure	a
• Section b: Educational Goals	b
• Section c: Educational Programs.....	c
• Section d: Curriculum.....	d
• Section e: Methods of Pupil Assessment	e

TABLE OF CONTENTS
(cont.)

Schedule 7: Required Information for Public School Academy7

- Section f:
Application and Enrollment
of Studentsf
- Section g:
School Calendar and
School Day Schedule.....g
- Section h:
Age or Grade Range
of Pupils.....h

CONTRACT SCHEDULES

Schedules

Articles of Incorporation	1
Bylaws	2
Fiscal Agent Agreement	3
Oversight Agreement	4
Description of Staff Responsibilities	5
Physical Plant Description	6
Required Information for Public School Academy	7

**AUTHORIZING RESOLUTION
AND
RESOLUTION**



LAKE SUPERIOR STATE UNIVERSITY

RESOLUTION ADOPTED BY LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES ON FEBRUARY 13, 2026

On motion by Kevin Cooper and second by Patricia Caruso, 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, the Lake Superior State University Board of Trustees (the "University Board") and the Board of Directors of Detroit Service Learning Academy (the "Academy Board") are authorized to enter into a Contract to Charter a Public School Academy ("Contract"), pursuant to the Revised School Code, 1976 PA 451, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws; and

WHEREAS, Part 6a of the Revised School Code ("Code") provides that public school academy contracts shall be issued on a competitive basis and that an authorizing body shall consider certain factors when issuing a contract, including: (i) the resources available for the proposed public school academy; (ii) the population to be served by the proposed public school academy; (iii) the educational goals to be achieved by the proposed public school academy; (iv) the applicant's track record, if any, in organizing public school academies or other public schools; (v) the graduation rate of a school district in which the proposed public school academy is proposed to be located; (vi) the population of a county in which the proposed public school academy is proposed to be located; and (viii) the number of schools in the proximity of a proposed location of the proposed public school academy that are on the list under section 1280c(1) of the Code, MCL 380.1280c(1), of the public schools in this state that the department has determined to be among the lowest achieving 5% of all public schools in this state;

WHEREAS, on July 1, 2021, the University Board issued to Detroit Service Learning Academy (the "Academy") a Contract that expires on June 30, 2026;

WHEREAS, upon the expiration of the current Contract, the University Board and the Academy Board desire for the University Board to issue to the Academy a new Contract for up to 5 years;

WHEREAS, the University Charter Schools Office has completed its evaluation and assessment of the Academy's operation and performance and determined that the Academy satisfies the criteria set forth by the University Board and applicable law and, therefore, recommends that the University Board issue a Contract for a term not to exceed five years.

WHEREAS, as part of the Contract reauthorization process, the Academy Board also has requested that the University Board authorize the Academy Board to add an additional physical plant location.

NOW, THEREFORE, BE IT RESOLVED:

1. The University Board approves and authorizes the execution of a contract to charter a public school academy, effective July 1, 2026, to the Academy not to exceed a term of five (5) years and not to extend beyond June 30, 2031, and

authorizes the CSO Director to issue a contract to charter a public school academy and related documents to the Academy, provided that, before execution of the Contract, the CSO Director affirms that:

- A. all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of its contract and Applicable Law;
 - B. the Academy has submitted all due diligence required by the CSO Director and the University Board's legal counsel and the CSO Director is satisfied that the academy will be able to operate successfully;
 - C. the Contract is substantially similar to previous charter contracts approved by the University Board, with the only changes being those: (i) that are consistent with the Application; or (ii) made by the CSO Director, in consultation with the University Board's legal counsel that are in the best interest of the University Board.
2. The Academy is authorized to add an additional physical plant location as part of the Contract.
3. This Resolution shall be incorporated in and made part of the 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 13th day of February, 2026, with a vote of 7 for, 0 opposed, and 0 abstaining.

Signature: _____

Jawier



**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

**CONTRACT TERMS
AND CONDITIONS**

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2026

ISSUED BY

THE LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES

TO

**DETROIT SERVICE LEARNING ACADEMY
(PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
DETROIT SERVICE LEARNING ACADEMY**

AS A

PUBLIC SCHOOL ACADEMY

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

Section 1.1.	Certain Definitions.....	1
Section 1.2.	Captions	5
Section 1.3.	Gender and Number	5
Section 1.4.	Statutory Definitions.....	5
Section 1.5.	Schedules	5
Section 1.6.	Application.....	5
Section 1.7.	Conflicting Contract Provisions.....	5

ARTICLE II RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1.	Constitutional Status of Lake Superior State University	5
Section 2.2.	Independent Status of the Academy	5
Section 2.3.	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University	6
Section 2.4.	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University.....	6

ARTICLE III ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

Section 3.1.	University Board Resolutions.....	6
Section 3.2.	University Board as Fiscal Agent for the Academy	6
Section 3.3.	Oversight Responsibilities of the University Board	7
Section 3.4.	Reimbursement of University Board Expenses	7
Section 3.5.	University Board Approval of Condemnation.....	7
Section 3.6.	Authorization of Employment	7
Section 3.7.	Charter Schools Office Review of Certain Financing Transactions	7
Section 3.8.	Authorizing Body Contract Authorization Process	8
Section 3.9.	University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence.....	9

ARTICLE IV REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1.	Limitation on Actions in Performance of Governmental Functions.....	9
Section 4.2.	Other Permitted Activities	9
Section 4.3.	Academy Board Members Serve In Their Individual Capacity.....	9

Section 4.4.	Incompatible Public Offices and Conflicts of Interest Statutes	9
Section 4.5.	Prohibition of Identified Family Relationships.....	10
Section 4.6.	Dual Employment Positions Prohibited.....	11
Section 4.7.	Oath of Public Office	11
Section 4.8.	Academy Counsel	11

ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1.	Nonprofit Corporation	11
Section 5.2.	Articles of Incorporation.....	11
Section 5.3.	Bylaws.....	11
Section 5.4.	Quorum	11

ARTICLE VI OPERATING REQUIREMENTS

Section 6.1.	Governance Structure.....	11
Section 6.2.	Educational Goals	12
Section 6.3.	Educational Programs	12
Section 6.4.	Curriculum	12
Section 6.5.	Method of Pupil Assessment	12
Section 6.6.	Application and Enrollment of Students.....	12
Section 6.7.	School Calendar and School Day Schedule.....	12
Section 6.8.	Age or Grade Range of Pupils	13
Section 6.9.	Collective Bargaining Agreements	13
Section 6.10.	Accounting Standards	13
Section 6.11.	Annual Financial Statement Audit.....	13
Section 6.12.	Address and Description of Physical Plant; Process for Expanding Academy's Site Operations.....	13
Section 6.13.	Contributions and Fund Raising	14
Section 6.14.	Disqualified Organizational or Contractual Affiliations.....	14
Section 6.15.	Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes	14
Section 6.16.	Matriculation Agreements	14
Section 6.17.	Postings of Accreditation Status	14
Section 6.18.	New Public School Academies Located Within The Boundaries of A Community District.	14

ARTICLE VII TUITION PROHIBITED

Section 7.1.	Tuition Prohibited; Fees and Expenses.....	15
--------------	--	----

ARTICLE VIII COMPLIANCE WITH APPLICABLE LAW

Section 8.1.	Compliance with Applicable Law	15
--------------	--------------------------------------	----

ARTICLE IX AMENDMENT

Section 9.1.	Amendments	15
Section 9.2.	Process for Amendment Initiated by the Academy	15
Section 9.3.	Process for Amendment Initiated by the University Board	16
Section 9.4.	Final Approval of Amendments.....	16
Section 9.5.	Change in Existing Law.....	16
Section 9.6.	Emergency Action on Behalf of University Board.....	16

ARTICLE X CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1.	Statutory Grounds for Revocation	17
Section 10.2.	Other Grounds for Revocation.....	17
Section 10.3.	Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.....	18
Section 10.4.	Grounds and Procedures for Academy Termination of Contract	19
Section 10.5.	Grounds and Procedures for University Termination of Contract.....	19
Section 10.6.	University Board Procedures for Revoking Contract	19
Section 10.7.	Contract Suspension.....	22
Section 10.8.	Venue; Jurisdiction	23
Section 10.9.	Conservator; Appointment By University President	23
Section 10.10.	Academy Dissolution Account	24

ARTICLE XI PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1.	The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.....	25
Section 11.2.	Insurance	26
Section 11.3.	Legal Liabilities and Covenant Against Suit	31
Section 11.4.	Lease or Deed for Proposed Single Site	31
Section 11.5.	Occupancy and Safety Certificates	32
Section 11.6.	Criminal Background and History Checks; Disclosure of Unprofessional Conduct.....	32
Section 11.7.	Special Education.....	32
Section 11.8.	Deposit of Public Funds by the Academy.....	32
Section 11.9.	Nonessential Elective Courses.....	32
Section 11.10.	Required Provisions for ESP Agreements	33

Section 11.11.	Management Agreements	34
Section 11.12.	Administrator and Teacher Evaluation Systems.....	35

ARTICLE XII GENERAL TERMS

Section 12.1.	Notices	35
Section 12.2.	Severability	36
Section 12.3.	Successors and Assigns.....	36
Section 12.4.	Entire Contract.....	36
Section 12.5.	Assignment	36
Section 12.6.	Non Waiver.....	36
Section 12.7.	Governing Law	36
Section 12.8.	Counterparts.....	36
Section 12.9.	Term of Contract.....	36
Section 12.10.	Indemnification	36
Section 12.11.	Construction.....	37
Section 12.12.	Force Majeure	37
Section 12.13.	No Third Party Rights.....	37
Section 12.14.	Non-agency	37
Section 12.15.	University Board or CSO General Policies on Public School Academies Shall Apply.....	37
Section 12.16.	Survival of Provisions.....	37
Section 12.17.	Information Available to the Public.....	37
Section 12.18.	Termination of Responsibilities	38
Section 12.19.	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	38
Section 12.20.	Student Privacy	38
Section 12.21.	Disclosure of Information to Parents and Legal Guardians.....	39
Section 12.22.	List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.....	40
Section 12.23.	Confidential Address Restrictions	40
Section 12.24.	Partnership Agreement.....	40
Section 12.25.	Statewide Safety Information Policy	41
Section 12.26.	Criminal Incident Reporting Obligation	41
Section 12.27.	Academy Emergency Operations Plan	41
Section 12.28.	School Safety Liaison	41
Section 12.29.	New Building Construction or Renovations	41
Section 12.30.	Annual Expulsion Report and Website Report on Criminal Incidents	42

Exhibit A

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 Public School Academy and confirms the status of a Public School Academy in this state to the Academy. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

ARTICLE I

DEFINITIONS

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

- (a) "Academy" means the Michigan nonprofit corporation named Detroit Service Learning Academy which is established as a Public School Academy pursuant to this Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Applicable Law" means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) "Application" means the Public School Academy application and supporting documentation submitted to the 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 February 13, 2026.
- (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 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 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the 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 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the 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, 2026, 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 Public School Academy.”
- (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 390.391 *et seq.*
- (aa) “University Board” means the Lake Superior State University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (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 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 380.502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a Public School Academy and a nonprofit corporation. The Academy is not a division or part of the 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.

Section 3.9. University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the University Board shall establish its own

competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the 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 Public School Academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

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

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

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board member positions 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 Public School Academy and the improvement of educational outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the 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, 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 Public School Academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the 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 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the 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. After receipt of the Academy Board's request for termination, the University Board shall consider the Academy's request no later than its next regularly scheduled meeting. The University Board shall make a final determination and vote on the proposed termination request within 90 days of receipt of the request from the Academy. 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; or (iii) if exigent circumstances exist that the University Board, in its sole discretion, determines necessitate termination of this Contract to protect the health, safety, or welfare of the Academy students, property, or funds that cannot be cured in a reasonable period as determined solely by the University Board, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools Office 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 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) Request for Revocation Hearing. The Charter Schools 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 thirty (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) 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
General or Public Liability (GL)	Must be Occurrence form
	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.
	Must include Corporal Punishment coverage.
	\$1,000,000 per occurrence & \$2,000,000 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.
	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
Crime	Must include Employee Dishonesty coverage. Must include third party coverage.

	\$500,000 limit.
COVERAGE	REQUIREMENTS
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 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the 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 promise 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 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 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 503c. 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 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

"Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site

closure or reconstitution, with no cost or penalty to the Academy, and [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.

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 School Office Director
Lake Superior State University
650 W. Easterday Avenue
Sault Ste. Marie, Michigan 49783

If to Outside Counsel:

Courtney F. Kissel
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 Urban
Kirk, Huth, Lange, & Badalamenti, PLC
19500 Hall Road, Suite 100
Clinton Township, MI 48038

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, 2031, 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 Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A 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, Part 6A of the Code and Applicable Law.

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

(a) sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:

- (i) for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the 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 of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

**LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES**

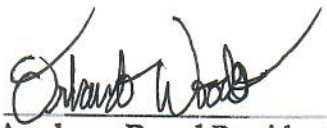
By: _____

Dr. David Travis

Date: July 1, 2026

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 President

Date: July 1, 2026

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



This is to certify:

Entity Name: DETROIT SERVICE LEARNING ACADEMY

Entity ID#: 800846462

Entity Type: Domestic Nonprofit Corporation

Initial Filing Date: 02/17/1999

Delayed Effective Date:

Formation Jurisdiction: Michigan

Act Formed Under: 162-1982 Nonprofit Corporation Act

That the above referenced entity was validly incorporated and said corporation is validly in existence under the laws of this state.

This certificate is issued in conformity with the Act it is formed under, to attest to the fact that the company is in good standing in Michigan as of this date and is duly authorized to transact business 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, on February 27, 2026.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 57171

Verify this certificate at: www.michigan.gov/corpverifycertificate

**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. McArthur 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 Detroit Service Learning Academy (the “Academy”), a public school academy.

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 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 3.03.

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

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

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

ARTICLE III

STATE DUTIES

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

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

Section 4.04. Repayment of Overpayment and Penalties. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any

State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.

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

ARTICLE V

RECORDS AND REPORTS

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

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2026, and annually thereafter, a written report dated as of August 31st 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. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

Acknowledgment of Receipt

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

BY:  _____

David Boyne, Director
State Finance Division
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: May 20, 2026

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 Detroit Service Learning Academy (the “Academy”), a school of excellence.

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, terminate, reconstitute or revoke the Contract.
- e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.
- f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the 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 October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy shall make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

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

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

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

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

Section 2.03. Waiver and Delegation of Oversight Procedures. The 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 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 4.04 shall prohibit the Academy from electing to 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

DESCRIPTION OF STAFF RESPONSIBILITIES

Assistant Senior Instructional Coach (SIC) – Elementary Education	5-1
School Bus Driver	5-4
School Bus Monitor	5-6
Certified Teacher	5-8
School Custodian	5-10
Director of Specialized Student Services.....	5-12
Floater Substitute Teacher	5-14
GSRP Building Floater Substitute Teacher	5-17
Middle School Honors Teacher	5-20
Long-Term Substitute Teacher	5-22
Paraprofessional II	5-24
Paraprofessional (Grades K-8).....	5-26
Physical Education Teacher (K-8).....	5-28
President of School Operations.....	5-30
Administrative Assistant.....	5-34
School Culture Specialist.....	5-36
School Lunch Aide (Grades K-8)	5-39
School Nurse.....	5-41
School Security Officer.....	5-43
Senior Instructional Coach (K-8).....	5-44
Special Education Paraprofessional.....	5-46
Special Education Teacher.....	5-48

Speech-Language Pathologist (Special Education)	5-50
Student Support Specialist	5-52
Services Agreement	5-54



Assistant Senior Instructional Coach (SIC) – Elementary Education

Location: Within Service Learning District

Classification: Full-Time, 12-month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

Summary:

The Assistant Senior Instructional Coach (SIC) will join our leadership team in supporting instructional excellence and student achievement across our K-8 Academies. This role works closely with the building SIC and plays a key role in implementing instructional programs, supporting curriculum development, and assisting with school operations. The ideal candidate will serve as a bridge between staff and leadership and will be instrumental in promoting a safe, supportive, and academically strong learning environment.

Job Responsibilities:

- Collaborates in the planning, development, coordination, and supervision of instructional programs and activities; implements district-approved curriculum based on the unique needs of the school.
- Helps lead professional staff in establishing objectives and identifying school needs for strategic planning.
- Supports the SIC in the overall administration of the school and assumes leadership responsibilities in their absence.
- Oversees student enrollment, record-keeping, attendance, and health compliance.
- Coordinates emergency preparedness in partnership with staff, security, and public safety agencies.
- Commits to ongoing professional growth and encourages the same in staff through active participation in professional development initiatives.
- Maintains a respectful and effective student discipline framework in collaboration with the school's culture specialist.
- Monitors student attendance and coordinates follow-up communication with families in conjunction with pupil accounting.
- Maintains knowledge of district policies and state/federal laws pertaining to student welfare.
- Performs other related duties as assigned.





Expected Non-Negotiables:

- Partner with SIC to develop daily and annual schedules.
- Assist with assigning and managing extra duties for instructional staff.
- Promote and maintain strong relationships between home, school, and community.
- Keep building inventory current and organized.
- Collaborate with instructional staff to support ongoing improvement of teaching practices.
- Attend and communicate outcomes of lead teacher meetings to the broader team.
- Help orient and support new and incoming staff members.
- Work with SIC and Central Administration on curriculum development, revision, and evaluation.
- Take an active leadership role in providing curriculum support and guidance to staff.

Essential Job Functions:

- Operate standard school equipment, including computers, copiers, and telecommunication tools.
- Travel between school buildings as needed; must possess a valid driver's license.
- Lift up to 10 pounds occasionally and perform general mobility tasks required for school operations.
- Read, interpret, and prepare reports, correspondence, proposals, contracts, and policy documents.
- Use analytical and logical reasoning to define problems, interpret data, and draw sound conclusions.
- Maintain professionalism under stress and when managing emergencies.
- Interact effectively with students, staff, and families beyond standard instruction delivery.

Knowledge, Skills, and Abilities:

- Coordinate student orientation and registration activities.
- Contribute to the development of school goals and instructional programming.
- Provide staff direction in achieving instructional objectives and support their professional development.
- Help evaluate school programs and staff performance, recommending improvements as needed.
- Clearly communicate discipline policies to students, staff, and families.
-





- Carry out established procedures and delegate tasks while communicating goals and priorities.
- Manage and support auxiliary services; collaborate with community partners to enhance school programming.
- Encourage a positive school climate through open communication and mutual respect.
- Stay current with educational leadership practices through active learning and skill development.

Qualifications:

- Master's degree or higher in education or a related field.
- Valid Michigan School Administrator Certificate or currently in progress.
- Proven successful teaching experience required.

Must meet the Service Learning District standards for educational leadership experience





School Bus Driver Job Description

Location: Service Learning District

Job Classification: Full-Time, 10-Month

Hours: Monday – Friday, 5:30 am to 8:30 am & 2:30 pm to 5:30 pm

Summary:

Elite is seeking responsible, safety-minded School Bus Drivers. This position plays a vital role in the daily operations of our schools by ensuring students are transported safely, reliably, and respectfully. The ideal candidate is punctual, attentive to safety, and enjoys working with children of all ages.

Key Responsibilities:

Transportation & Safety:

- Safely operate a school bus in accordance with Michigan state and federal regulations.
- Drive assigned routes and adhere to scheduled pick-up and drop-off times.
- Conduct thorough pre-trip and post-trip inspections to ensure vehicle safety and readiness.
- Maintain all emergency exits and safety equipment in proper working order.
- Ensure the bus has appropriate fuel levels before each route.

Student Supervision & Conduct:

- Monitor student behavior while on the bus and enforce established safety and conduct rules.
- Create a welcoming and secure environment for all riders, including students with special needs.
- Respond calmly and effectively to emergency situations, including accidents and evacuations.
- Administer basic first aid as needed and follow emergency protocols.

Reporting & Communication:

- Immediately report all accidents, incidents, or mechanical issues to the transportation supervisor.
- Communicate respectfully with students, parents, school staff, and dispatch.





- Maintain accurate records of routes, mileage, inspections, and student conduct incidents.
- Return the bus to its designated lot at the end of the day and ensure it is properly secured.

Qualifications:

- High School Diploma or GED required
- Valid Commercial Driver's License (CDL) with "P" (Passenger) and "S" (School Bus) endorsements
- Successful completion of the Michigan School Bus Driver Education course
- Clear federal background check, including fingerprinting
- Pass Michigan Department of Education physical examination requirements

Skills & Attributes:

- Excellent oral communication and interpersonal skills
- Professional, patient, and dependable
- Knowledge of traffic and safety regulations and the ability to maintain composure under pressure
- Familiarity with Detroit/Redford area streets and neighborhoods
- Free from adverse effects of medication, alcohol, and drugs while on duty

Physical & Environmental Requirements:

- Frequently required to sit for extended periods, use hands and foot controls, climb stairs, bend, and kneel
- Must be able to lift and push/pull up to 50 pounds
- Must demonstrate physical ability to execute emergency evacuations
- Vision requirements include distance vision, peripheral vision, night vision, and depth perception
- Exposed to loud noise, outdoor weather conditions, and traffic-related hazards

Signature: _____ **Date:** _____





School Bus Monitor Job Description

Location: Service Learning District

Job Classification: Full-Time, 10-Month

Hours: Monday – Friday, 5:30 am to 8:30 am & 2:30 pm to 5:30 pm

Summary:

School Bus Monitor will join our transportation support team. This essential role ensures a safe, calm, and structured environment for students while in transit to and from school. The ideal candidate is attentive, communicative, and passionate about supporting the needs of all students—including those receiving special education services.

Key Responsibilities:

- Supervise students during bus routes to ensure safety, respectful conduct, and compliance with transportation guidelines.
- Assist students in safely boarding and exiting the school bus, providing additional support to those with mobility or behavioral needs.
- Support students with IEPs or other unique needs to ensure inclusive and respectful transportation experiences.
- Promote and enforce school bus safety expectations, modeling positive and respectful interactions at all times.
- Collaborate with drivers and school staff to manage any incidents, behavioral concerns, or special circumstances.
- De-escalate student conflicts using calm, consistent strategies aligned with district behavior management practices.
- Communicate professionally with families, transportation staff, and school personnel regarding student conduct or safety issues.
- Provide emergency support and basic first aid as needed, following district protocols.





Qualifications & Experience:

- Prior experience working with children in educational, childcare, or youth support settings is highly preferred.
- Familiarity with behavior management strategies and an understanding of special education is a strong plus.
- Effective communication skills with students, families, and team members.
- Ability to remain calm, patient, and attentive in a dynamic environment.
- First Aid/CPR certification is preferred (or willingness to obtain upon hire).
- Commitment to professionalism, punctuality, and reliability.





Certified Teacher Job Description

Location: Service Learning District

Classification: Full-time Position, 12-month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

Summary:

The Teacher is responsible for providing engaging, rigorous, and meaningful instruction that promotes student growth and achievement. Using a variety of instructional strategies, service-learning opportunities, and curriculum resources, the Teacher ensures that all students are supported academically, socially, and emotionally. The Teacher collaborates closely with colleagues, families, and the school's Academic Team to foster a positive learning environment aligned with the mission of the Service Learning District.

Essential Functions

1. Administer formative and summative assessments to monitor student progress and guide instruction.
2. Communicate regularly with parents, guardians, and team members to support student success and plan future instruction.
3. Maintain accurate and up-to-date records for attendance, grades, and student behavior.
4. Integrate technology effectively into daily instruction, lesson planning, and professional practices.
5. Design, implement, and evaluate service learning projects that align with curriculum goals.
6. Collaborate with grade-level and cross-disciplinary team members to address curriculum alignment and student needs.
7. Develop and maintain effective, culturally responsive communication with families.
8. Participate in curriculum development, instructional planning, and implementation of best practices.
9. Coach and support colleagues by sharing expertise in instructional strategies and technology integration.
10. Serve on at least one building- or district-level committee to contribute to school improvement initiatives.
11. Mentor, tutor, and provide academic support to students as needed.
12. Implement at least one meaningful service learning project annually.





Additional Responsibilities

- Perform other related duties as assigned to support the mission and goals of the school.

Qualifications

1. Bachelor's Degree required in Education or related field.
2. Valid State of Michigan Teaching Certification (or equivalent).
3. Strong writing and communication skills, including the ability to compose a coherent, high-quality essay (career history).
4. Positive professional references from individuals who can speak to the candidate's teaching ability and character.

Performance Standards

Annual performance evaluations will be based on the completion of essential functions, additional responsibilities, professionalism, attendance, adherence to district policies, and contributions to student growth and achievement.

Physical Demands

While performing the duties of this job, the employee is regularly required to:

- Use hands to handle, write, and operate classroom tools/technology.
- Frequently sit and/or stand for extended periods (up to 8 hours).
- Occasionally lift and/or move materials weighing up to 25 pounds.
- Communicate effectively in both oral and written forms.





School Custodian Job Description

Location: Service Learning District

Classification: Full and Part-time Positions

Schedule: Varies according to classification

Summary:

The School Custodians are reliable and hardworking individuals serving as full or part-time School Custodians for the Service Learning District. Custodians play a vital role in creating and maintaining a clean, safe, and welcoming environment for students, staff, and families. This position is ideal for individuals who take pride in their work, are detail-oriented, and value being part of a school community.

Key Responsibilities

Daily Cleaning & Sanitation:

- Clean and disinfect classrooms, offices, hallways, restrooms, cafeterias, and other common areas on a scheduled basis.
- Sweep, mop, vacuum, dust, and sanitize all assigned areas.
- Empty trash and recycling bins and replace liners.
- Restock bathroom and cleaning supplies as needed.

Health & Safety Compliance:

- Ensure custodial work meets all sanitation, cleanliness, and safety standards.
- Respond promptly to spills or other hazards to maintain a safe environment.
- Follow all school and district safety procedures, including proper use of cleaning agents and PPE.
- Secure cleaning materials and equipment when not in use.

Event & Classroom Support:

- Assist with setup and teardown of school events, including arranging furniture, setting up tables/chairs, and relocating classroom materials.
- Move furniture, boxes, and other school supplies as needed.





Minor Maintenance Tasks:

- Replace light bulbs, restock dispensers, and report any building or equipment issues to the facilities or administrative team.
- Support the maintenance team by identifying small repairs and maintenance needs in the building.

Qualifications:

- **Experience:** Prior experience in custodial, janitorial, or building cleaning preferred
- **Education:** High school diploma or equivalent required
- **Skills:**
 - Knowledge of safe cleaning practices and custodial equipment
 - Strong attention to detail and time management skills
 - Ability to work independently and as part of a team
 - Clear communication and ability to follow written/verbal instructions

Physical & Environmental Requirements:

- Ability to stand and walk for extended periods of time
- Regular lifting of up to 50 pounds
- Frequent bending, stooping, climbing ladders, and reaching overhead
- Exposure to cleaning chemicals, dust, and school-related environmental conditions





Director of Specialized Student Services Job Description

Location: Service Learning District

Classification: Full-time Position, 12-month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

Summary:

Director of Specialized Student Services leads and coordinates all special education programs and services across the district. This dynamic leader will ensure all programs meet or exceed federal, state, and local compliance standards while also driving equitable, data-informed practices to meet the diverse needs of students with disabilities.

This position serves as the primary liaison between the district, families, the Intermediate School District (ISD), and the Michigan Department of Education (MDE) on matters related to Special Education, 504/ADA compliance, and IDEA grant administration.

Key Responsibilities

- Oversee, evaluate, and support all special education programming, staff, and student services across the district.
- Ensure compliance with IDEA, MARSE (Michigan Administrative Rules for Special Education), and Section 504/ADA regulations.
- Serve as the district's authorized Special Education Director, as defined under R 340.1771, holding or eligible for MDE Director Approval.
- Manage all aspects of district MTSS implementation and ensure integration of Special Education services within tiered intervention systems.
- Develop, monitor, and reconcile special education budgets and federal grants (IDEA Part B 611/619), including projections and allocations.
- Coordinate with external agencies (e.g., ISDs, MDE, community mental health, early intervention providers) to ensure service alignment.
- Respond to and resolve complex parent concerns, due process complaints, mediation requests, and MDE compliance audits.
- Supervise and evaluate special education teachers, ancillary service providers, psychologists, social workers, and paraprofessionals.
- Lead district-wide professional development in special education law, differentiated instruction, IEP development, and accommodations.
- Oversee Child Find processes and ensure accurate and timely completion of evaluations and re-evaluations.





- Ensure accurate documentation and data reporting to comply with state requirements (e.g., Early On, CEPI, and other compliance reporting).
- Collaborate with school leaders to ensure inclusive practices and Least Restrictive Environment (LRE) placements.
- Maintain current knowledge of special education law, best practices, and state/federal updates.

Minimum and Preferred Qualifications

- Master's degree or higher in Special Education, Educational Leadership, or related field.
- Valid Michigan Teaching Certificate with a Special Education endorsement.
- Minimum five (5) years successful experience in Special Education, including administrative/supervisory experience.
- Demonstrated expertise with IEP development, compliance audits, dispute resolution, and family engagement.
- Strong working knowledge of MiStar, PowerSchool, and data systems for tracking progress, compliance, and outcomes.
- Proven ability to implement and lead Multi-Tiered Systems of Support (MTSS) in a district or school-wide setting.
- Effective communication, leadership, and organizational skills, especially in diverse and inclusive environments.
- Commitment to equity, access, and culturally responsive service delivery.

Work Environment & Commitments

- Year-round administrative role with occasional extended hours.
- Travel required between school sites, agency meetings, and family-facing events.
- Must maintain strict confidentiality and demonstrate cultural competency when engaging with students, staff, and families.
- Expected to support and model a district-wide commitment to equity, inclusion, and academic excellence for all.





Floater Substitute Teacher Job Description

Location: Service Learning District

Job Classification: Full-Time, 10-Month Contract

Hours: Monday – Friday, 7:30 AM – 4:00 PM

Summary:

Building Floater Substitute Teacher provides classroom coverage and instructional support across multiple grade levels as needed. The ideal candidate will be flexible, dependable, and passionate about education, ensuring that student learning continues seamlessly in the absence of the regular classroom teacher.

Key Responsibilities:

- Provide instructional coverage for teachers during absences (short-term or extended) across multiple grade levels and subjects.
- Maintain effective classroom control, ensuring a safe and orderly learning environment in accordance with school policies and procedures.
- Implement lesson plans provided by the classroom teacher or school administration, making appropriate adjustments as needed to meet student needs.
- Deliver engaging, standards-based instruction aligned with the Service Learning District's curriculum.
- Support Title I instructional goals by reinforcing targeted academic interventions and literacy/numeracy strategies.
- Maintain accurate records of attendance, assignments, and any incidents occurring during class coverage.
- Collaborate with grade-level teams, interventionists, and support staff to ensure instructional continuity for all students.
- Foster positive relationships with students, staff, and families, modeling professionalism and respect.
- Assist with school-wide supervision duties (e.g., lunchroom, recess, arrival/dismissal) as assigned.
- Uphold the mission, vision, and values of the Service Learning District, demonstrating cultural responsiveness and equity in all interactions.





The Service Learning School District

- Collaborate with school staff and administration to support the overall learning environment.
- Supervise students in classrooms, hallways, lunch areas, recess, and other school-related activities as assigned.
- Maintain accurate records of attendance and classroom activities.
- Follow all school policies, procedures, and state regulations for substitute teachers.
- Cover Prep time and lunches as applicable.

Core Competencies

- **Instructional Agility:** Ability to quickly adapt to different teaching styles, subjects, and student needs.
- **Classroom Containment:** Maintains order and focus in diverse classroom settings.
- **Cultural Competence:** Effectively works with students from a variety of cultural, socioeconomic, and academic backgrounds.
- **Team Collaboration:** Works closely with teachers, administrators, and support staff to ensure student success.

Qualifications:

- Minimum Education: Minimum of 60 credits hours
- Certification: Michigan Substitute Teaching Permit or Teaching Certificate required.
- Experience: Previous experience in a classroom setting is preferred.
- Strong classroom management skills and the ability to adapt to different teaching styles.
- Excellent communication and interpersonal skills.
- Ability to work collaboratively with school staff, students, and parents.
- Commitment to fostering a positive and inclusive learning environment.
- Flexibility and adaptability to rapidly changing schedules and assignments.
- Excellent communication, organizational, and interpersonal skills.
- Ability to follow lesson plans while maintaining instructional quality and student engagement.

Working Conditions

- Full-time, school-year position with assignments varying daily or weekly.
- Requires standing, walking, and interaction with students for extended periods.
- May involve exposure to varying classroom environments, noise levels, and student needs.





Benefits & Compensation:

- Competitive daily rate.
- Paid for six major holidays and four “Act of God” days.
- Access to professional development opportunities.
- Full medical, dental, and vision benefits plan options available.
- Supportive school environment with opportunities for career growth.





GSRP Building Floater Substitute Teacher Job Description

Location: Service Learning District

Classification: Full-Time, 10-Month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

Summary:

The GSRP Building Floater Substitute Teacher will support our Great Start Readiness Program (GSRP) classrooms. This role requires a flexible, proactive, and adaptable educator who can seamlessly transition between classrooms, provide high-quality instruction, and maintain a structured learning environment. In this role, you will be cross-trained in multiple roles, must be knowledgeable in classroom management, and familiar with Michigan childcare licensing rules and protocols.

This position requires knowledge of the HighScope Curriculum and COR Advantage to effectively support student learning and assessment.

Key Responsibilities:

Classroom Support & Instruction:

- Provide classroom coverage and instructional support in GSRP classrooms as needed.
- Implement and support HighScope Curriculum instructional strategies and child-centered learning experiences.
- Utilize COR Advantage to observe, assess, and document student progress.
- Assist lead teachers with lesson planning, activity facilitation, and individualized student support.
- Maintain a structured and engaging classroom environment using effective classroom management techniques.

Student Supervision & Safety:

- Ensure the safety and well-being of all students in classrooms, hallways, playgrounds, and common areas.
- Follow all Michigan childcare licensing rules and protocols related to supervision and child engagement.
- Assist students with daily routines, including meal/snack time, toileting, and transitions.
- Monitor and support student behavior using positive reinforcement and schoolwide behavior expectations.





Collaboration & Professionalism:

- Work closely with lead teachers, paraprofessionals, and school leadership to meet classroom needs.
- Be willing to be cross-trained to support various roles within the school.
- Take direction from school administrators and implement feedback effectively.
- Communicate professionally and effectively with students, colleagues, and families.
- Attend required professional development sessions and maintain ongoing training hours.

Record Keeping

- Assist Teacher in preparing materials for lessons.
- Assist Teacher in administering and correcting lessons.
- Assist Teacher with attendance and meal count.
- Take anecdotal notes of observations of children pertaining to the High Scope Key Experiences and recording them in the Preschool Child Observation Record (COR).

Discipline & Counseling

- Teach and enforce Academy rules of conduct and behavior.
- Maintain order in the classroom and on playground.
- At the direction of the Teacher, assist in maintaining classroom in a neat and clean manner.
- Report needed repairs and maintenance to the Teacher.
- Counsel students when emotional or academic problems arise.
- Engage in family style lunch.
- Supervise student drop-off and pick-up areas.
- Shall use positive, non-severe and developmentally appropriate methods of discipline that encourage self-control, self-direction, self-esteem and cooperation that align with the conflict resolution method established by High Scope.

Qualifications & Requirements:

- **Education:** Associate's degree in Early Childhood Education, Child Development, or a valid Child Development Associate (CDA) credential (*compliance plans may be available*).
- **Curriculum Knowledge:** Experience with HighScope Curriculum and COR Advantage assessment tools.
- **Background Check:** Satisfactory completion of a criminal background check.





- **Health & Safety Requirements:**

- TB Skin Test
- Certification of Completion in Bloodborne Pathogen Training
- CPR and First Aid Certification (or willingness to obtain)

Professional Development: Willingness to complete and update required training hours.

Additional Requirements: Other qualifications may be necessary depending on program requirement changes.

Skills & Competencies:

- Strong classroom management skills and ability to maintain a structured learning environment.
- Knowledge of Michigan childcare licensing rules and early childhood education best practices.
- Ability to adapt quickly to different classroom settings and instructional styles.
- Effective communication and teamwork skills to collaborate with staff and leadership.
- Ability to take direction and implement feedback in a professional manner.





Middle School Honors Teacher Job Description

Location: Service Learning District

Job Classification: Full-Time, 10-Month

Hours: Monday – Friday, 7:30 AM – 4:00 PM

Summary:

Middle School Honors Teacher will join our team within the Service Learning District. The ideal candidate will be passionate about fostering academic excellence and will have a proven track record of engaging high-achieving students in rigorous and enriching educational experiences.

Key Responsibilities:

Curriculum Development & Instruction:

- Design and implement challenging lesson plans aligned with state standards and honors-level expectations.
- Utilize differentiated instruction to meet the diverse needs of gifted and talented students.
- Incorporate project-based learning, critical thinking exercises, and interdisciplinary approaches to deepen understanding.
- Integrate technology and digital resources to enhance learning outcomes.

Assessment & Evaluation:

- Develop and administer assessments to monitor student progress and mastery of content.
- Analyze assessment data to inform instruction and provide targeted support.
- Communicate regularly with students and parents regarding academic performance and growth.

Classroom Management & Environment:

- Establish a positive and inclusive classroom culture that promotes respect, responsibility, and a love for learning.
- Implement effective classroom management strategies to maintain a focused and productive learning environment.
- Encourage student autonomy and leadership through collaborative projects and discussions.





Professional Collaboration & Development:

- Collaborate with colleagues to align curriculum and share best practices.
- Participate in professional development opportunities to stay current with educational trends and methodologies.
- Engage in school-wide initiatives and contribute to the continuous improvement of the academic program.

Qualifications:

Education & Certification:

- Bachelor's degree in Education or related field required; Master's degree preferred.
- Valid Michigan Teaching Certificate with appropriate endorsements preferred.

Experience:

- Minimum of 3 years teaching experience at the middle school level, preferably in honors or advanced programs.
- Demonstrated success in differentiating instruction and fostering high academic achievement.

Skills & Abilities:

- Strong content knowledge in subject area(s) taught.
- Excellent communication, organizational, and interpersonal skills.
- Proficiency with educational technology and digital learning platforms.
- Commitment to fostering a growth mindset and continuous learning.





Long-Term Substitute Teacher Job Description

Location: Service Learning District

Job Classification: Full-Time, 10-Month

Hours: Monday – Friday, 7:30 AM – 4:00 PM

Summary:

Long-Term Substitute Teachers will serve K–8 classrooms across the Service Learning District during the school year. These positions are perfect for individuals dedicated to student success and eager to make a meaningful impact in a stable, long-term teaching role. Long-term substitutes are treated as full classroom teachers, with the same responsibilities, expectations, and opportunities to contribute to the school community.

Key Responsibilities

Instruction & Classroom Leadership:

- Deliver engaging, standards-aligned lessons using district-approved curriculum and resources.
- Create lesson plans, activities, and assessments when plans are not provided.
- Differentiate instruction to meet the diverse needs of students.

Student Management & School Culture:

- Foster a positive, structured, and inclusive classroom environment.
- Uphold school-wide expectations, including PBIS (Positive Behavior Interventions and Supports).
- Supervise students during transitions, lunch, recess, and other non-classroom settings.
- Follow safety protocols, including fire, lockdown, and emergency drills.

Assessment & Progress Monitoring:

- Record attendance and maintain accurate academic records in **MIS**tar.
- Administer assessments and provide timely, constructive feedback.
- Collaborate with grade-level teams and instructional coaches to review student progress and adjust instruction.

Communication & Professionalism:

- Maintain consistent communication with families regarding student progress and classroom updates.
- Work collaboratively with administrators, paraprofessionals, and support staff.
- Attend staff meetings, trainings, and professional development.
- Model professionalism, confidentiality, and ethical standards at all times.





Qualifications:

- Minimum of 60 college credit hours from an accredited institution.
- Valid Michigan Substitute Teaching Permit (Elite School Staffing will assist in obtaining if needed).
- Previous classroom or instructional experience preferred.

Desired Skills & Attributes:

- Strong classroom management and instructional delivery skills.
- Flexible, adaptable, and responsive to student and school needs.
- Effective communicator with strong time management and problem-solving abilities.
- Collaborative, enthusiastic, and aligned with the district's mission.





Paraprofessional II Job Description

Location: Service Learning District

Classification: Full-time Position, 10-month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

The Paraprofessional II position is a specialized support role designed for individuals who hold a degree or certification in an instructional, cultural, or specialized area relevant to Pre-K to 8th grade education. This role goes beyond traditional paraprofessional responsibilities by integrating advanced expertise to directly enhance student learning and school culture within our school district.

This role is a cornerstone of the Service Learning District's mission to deliver innovative, student-centered support. By leveraging their specialized expertise and working directly with the Academic Team, Paraprofessional II staff ensure that every child has the opportunity to thrive academically, socially, and culturally.

Role Overview

Paraprofessional II staff work directly with the Academic Team Leaders to implement instructional strategies, interventions, testing, support classrooms, and enrichment programs that align with district goals. They serve as key partners in supporting teachers, students, and families, ensuring that all students, receive equitable access to high-quality instruction and support.

Key Responsibilities

- Collaborate daily with the Academic Team to design and deliver targeted instructional support.
- Implement small-group and one-on-one interventions based on data-driven academic plans.
- Support classroom instruction through differentiated strategies that meet diverse learning needs.
- Assist with the integration of culturally responsive practices into teaching and learning.
- Provide academic reinforcement and skill development in literacy, math, and other core subject areas.
- Partner with teachers and instructional coaches to monitor and track student progress.





- Support parent engagement efforts by reinforcing home-school connections that improve student achievement.
- Contribute to professional learning communities with insights from specialized training or certification.

Qualifications

- Associate's or Bachelor's degree in Education, Child Development, or a related specialized field (required).
- Certification or documented training in a specialized instructional, behavioral, or cultural program (preferred).
- Demonstrated experience working with children in PreK–8, preferably in a Title I setting.
- Strong communication, collaboration, and cultural competency skills.
- Commitment to equity, student success, and the mission of the Service Learning District.





Paraprofessional (Grades K–8) Job Description

Location: Service Learning District

Job Classification: Full-Time, 10-Month

Hours: Monday – Friday, 7:30 AM – 4:00 PM

Summary:

Paraprofessionals will support classroom instruction and contribute to the academic, social, and emotional development of students in grades K–8. Under the guidance of the lead teacher, paraprofessionals provide hands-on support in maintaining a safe and engaging learning environment, reinforcing instructional activities, and building strong relationships with students and families.

Key Responsibilities:

- Assist the lead teacher in setting up and maintaining a safe, developmentally appropriate classroom environment.
- Support instructional activities aligned with daily lesson plans and classroom goals.
- Work directly with students individually and in small groups to reinforce learning.
- Maintain accurate documentation on student performance, participation, and progress.
- Encourage and support parent involvement through events, conferences, and classroom participation.
- Help with transitions, classroom routines, and student supervision throughout the day.

Qualifications:

- High school diploma required.
- Must meet the State of Michigan's requirements for Title I paraprofessionals:
 - Either 60 completed college credits (in any subject), **or**
 - A passing score on the ETS ParaPro Assessment.
- Prior experience working in a school or with elementary-aged children is required.





Skills & Abilities:

- Ability to build rapport with students and maintain a positive, supportive tone.
- Strong organizational and time-management skills.
- Clear verbal and written communication skills.
- Willingness to collaborate with the lead teacher and school staff to meet classroom needs.

Signature: _____ **Date:** _____





Physical Education Teacher (K–8) Job Description

Location: Service Learning District

Job Classification: Full-Time, 10-Month

Hours: Monday – Friday, 7:30 AM – 4:00 PM

Summary:

Physical Education Teacher will join the team to serve students in grades K–8, promoting physical fitness, health education, and positive social development through engaging, inclusive, and developmentally appropriate lessons. The ideal candidate will foster a love of movement, sportsmanship, and lifelong fitness, while maintaining a structured and safe environment both in and out of the gym.

Key Responsibilities:

Instruction & Classroom Management

- Plan and deliver dynamic physical education lessons aligned with grade-level standards and individual student needs.
- Supervise and manage students during physical activities, ensuring a safe, inclusive, and respectful learning environment.
- Instruct students on proper techniques for exercise, fitness, and sport-related activities.
- Integrate health and wellness topics into classroom sessions to promote a holistic approach to physical education.
- Maintain a structured weekly schedule (2 days in the gymnasium and 3 days in a classroom setting).
- Adapt activities to support students with varying abilities and needs.

Assessment & Reporting

- Monitor and assess student performance through skill-based assessments, observations, and physical fitness benchmarks.
- Maintain accurate student records and provide timely feedback to parents, staff, and administrators.
- Participate in parent-teacher conferences and provide regular updates on student progress in physical education.





Collaboration & Professional Growth

- Work collaboratively with fellow educators and support staff to integrate PE with core academics and schoolwide initiatives.
- Attend faculty meetings, trainings, and school events as required.
- Communicate effectively with families and staff regarding student health, progress, and behavior.

Qualifications:

Education:

- Associate's degree in Education, Exercise Science, Physical Education, Kinesiology, or a related field required.

Experience:

- Prior teaching experience in a physical education setting is highly preferred.
- Experience working with elementary and/or middle school students in diverse school communities.
- Background in adaptive PE or inclusive education a plus.

Skills & Abilities:

- Strong understanding of child development, physical fitness, and instructional strategies for K–8 students.
- Effective classroom management and behavior reinforcement techniques.
- Ability to motivate and inspire students of all levels to participate and enjoy physical activity.
- Excellent organizational and communication skills.
- Commitment to fostering a safe, healthy, and active learning environment.





President of School Operations

Location: Service Learning District

Reports To: Chief Executive Officer

Employment Type: Full-Time | 12-Month Position

Position Summary

The President of School Operations serves as the executive leader responsible for overseeing all operational functions of the school network. This role ensures efficient, compliant, and high-performing day-to-day operations across multiple departments including Maintenance, Custodial Services, Transportation, Food Service, and School Culture.

The President of School Operations provides strategic direction, fiscal oversight, and performance management while ensuring that all operational systems support a safe, structured, and student-centered learning environment.

Core Responsibilities

Executive Leadership & Strategic Oversight

- Provide strategic direction and daily oversight of all operational departments.
- Establish and enforce operational processes, procedures, and performance standards.
- Develop and implement short- and long-term operational goals aligned with the school's mission.
- Ensure all departments operate efficiently, safely, and in compliance with state and federal regulations.
- Handle operational issues and escalations in a timely and solution-oriented manner.
- Serve as a key member of the executive leadership team.

Departmental Oversight

Maintenance Department

- Oversee preventative maintenance schedules and facility repairs.
- Ensure compliance with building safety codes and inspection requirements.
- Manage vendor relationships and service contracts.
- Monitor facility improvement projects and capital upgrades.
- Maintain safe, functional, and aesthetically appropriate school environments.





Custodial Services

- Ensure daily cleaning standards meet health and safety guidelines.
- Develop and monitor cleaning protocols and inspection systems.
- Supervise custodial staffing schedules and coverage.
- Ensure compliance with sanitation and environmental health standards.
- Conduct routine walkthroughs to ensure building cleanliness and safety.

Transportation

- Oversee transportation schedules, routing, and driver performance.
- Ensure compliance with state transportation regulations.
- Monitor safety standards and incident reporting.
- Address parent concerns regarding transportation services.
- Maintain efficient and timely student transportation operations.

Food Service

- Oversee compliance with state and federal nutrition program requirements.
- Ensure proper meal distribution, inventory control, and food safety standards.
- Monitor participation rates and operational efficiency.
- Ensure accurate reporting and documentation for reimbursement programs.
- Maintain a safe and sanitary kitchen environment.

Culture Specialist Oversight

- Supervise and support Culture Specialists across campuses.
- Align culture initiatives with operational discipline protocols.
- Partner with Culture Specialists to address behavioral and school climate concerns.
- Ensure consistent implementation of behavior management systems.
- Support restorative practices and proactive culture-building strategies.

Human Resources & Personnel Management

- Oversee operational staff hiring, onboarding, and performance management.
- Address employee relations matters in coordination with HR.
- Conduct evaluations for department leaders and supervisors.
- Ensure compliance with employment policies and labor regulations.
- Provide coaching, corrective action guidance, and disciplinary oversight when necessary.





Budget & Financial Management

- Develop and manage departmental budgets for:
 - Maintenance
 - Custodial Services
 - Transportation
 - Food Service
- Monitor expenditures and ensure fiscal responsibility.
- Identify cost-saving opportunities without compromising service quality.
- Approve purchase orders and vendor payments within delegated authority.

Parent & Community Engagement

- Partner with Culture Specialists to communicate with parents and proactively mitigate concerns in a professional and solutions-oriented manner.
- Address operational and school-related complaints in a timely, respectful, and effective manner.
- Support parent-facing operational communications, including transportation updates, facility notices, safety protocols, and operational changes.
- Maintain strong, transparent relationships with families to foster trust and confidence in the school's leadership and operational systems.
- Assist the Special Education Department in communicating with parents regarding services, operational coordination, and implementation of supports, ensuring alignment with IEP requirements, compliance standards, and timely resolution of parent concerns.

Operational Systems & Compliance

- Develop Standard Operating Procedures (SOPs) for all operational departments.
- Ensure documentation, reporting, and compliance tracking are audit-ready.
- Maintain emergency response and crisis management protocols.
- Lead safety drills and ensure operational readiness.

Performance Expectations

- Demonstrated ability to manage multiple departments effectively.
- Strong problem-solving and decision-making skills.
- Ability to respond to urgent matters calmly and efficiently.
- Proven leadership in structured environments.
- High-level communication and stakeholder management skills.





Qualifications

- Bachelor's degree in Business Administration, Educational Leadership, Operations Management, or related field (Master's preferred).
- Minimum 5–7 years of leadership experience in operations, facilities, or school administration.
- Experience managing multi-department budgets.
- Strong knowledge of compliance, safety regulations, and personnel management.

Key Competencies

- Strategic Thinking
- Operational Excellence
- Financial Acumen
- Crisis Management
- Team Leadership
- Accountability & Results Orientation

Impact of the Role

The President of School Operations ensures that the operational backbone of the school network functions seamlessly, allowing instructional leadership to focus on academic excellence while maintaining a safe, efficient, and student-centered environment.





Administrative Assistant Job Description

Location: Service Learning District

Job Classification: Full-Time, 12-Month

Hours: Monday – Friday, 7:30 AM – 4:00 PM

Summary:

The Administrative Assistant plays a key role in supporting the daily operations of the school and district office by delivering exceptional administrative, clerical, and customer service support. This position serves as the first point of contact for families, staff, and community members and is critical to maintaining a professional and organized front office environment.

Key Responsibilities include, but are not limited to, the following:

Administrative Support & Front Desk Operations:

- Greet and assist all parents, students, staff, and visitors with professionalism and warmth.
- Answer and direct phone calls; take and relay accurate messages.
- Manage and maintain the main office space and ensure smooth day-to-day operations.
- Track visitor check-ins and issue badges to ensure campus safety.
- Coordinate communication between school personnel and families.

Documentation & Communication:

- Create and distribute correspondence including memos, letters, flyers, and announcements.
- Sort and distribute incoming mail and faxes; process outgoing mail with proper postage.
- Access and manage student data using the MiStar system.
- Proofread all outgoing documents for accuracy and clarity.

Facilities Coordination & Support Services:

- Submit maintenance and security requests when needed using radio or phone systems.
- Monitor and ensure all office equipment (copiers, fax machines, phones, etc.) are in working condition.
- Assist in coordinating supplies, deliveries, and vendor visits.





Skills & Qualifications:

- High School Diploma required; Associate degree or additional certification a plus.
- 3–5 years of administrative experience, preferably in an educational setting.
- Proficiency with word processing, spreadsheets, and digital communication tools (Google Suite preferred).
- Exceptional communication and customer service skills.
- Ability to multitask, prioritize tasks, and remain calm under pressure.
- Proven attention to detail and problem-solving ability.
- Familiarity with MiStar or other student information systems is highly desirable.





School Culture Specialist Job Description

Location: Service Learning District

Job Classification: Full-Time, 12-Month

Hours: Monday – Friday, 7:30 am to 4:00 pm

Summary:

School Culture Specialist with a strong background in behavioral interventions to help foster a positive, inclusive, and supportive school environment for our students in the Service Learning District. This role is designed for individuals with a history in implementing behavior intervention strategies, as well as developing and promoting school culture initiatives that support academic and social-emotional success. The ideal candidate will collaborate with teachers, administrators, and other school staff to enhance student behavior, facilitate professional development, and create an environment where all students can thrive.

Key Responsibilities:

School Culture Development:

- Collaborate with school leadership to design and implement initiatives that promote a positive school culture, including behavior interventions, student engagement, and emotional well-being.
- Lead professional development for staff, focusing on promoting positive behavior and creating inclusive classroom environments.
- Develop and monitor data-driven strategies for improving school culture, ensuring a safe and respectful learning environment for all students.

Behavioral Interventions & Support:

- Conduct functional behavioral assessments (FBAs) and create individualized behavior intervention plans (BIPs) for students with behavioral challenges.
- Provide direct support and interventions for students who need assistance in adapting behaviors that impede academic performance and functional independence.
- Support teachers in managing classroom behavior by modeling strategies and providing guidance on positive behavior support practices.





- Assist with behavior support in the classroom by working directly with students, teaching emotional regulation skills, and facilitating restorative practices when needed.
- Facilitate problem-solving meetings with staff to address challenging behaviors, classroom management concerns, and student referrals.

Collaboration & Family Engagement:

- Work closely with classroom teachers, school psychologists, social workers, and other specialists to monitor and improve student behavior and academic success.
- Engage with families of students receiving behavioral support to ensure effective home-school collaboration and the implementation of intervention strategies.
- Serve as a liaison between school administration, external agencies, and other support networks to ensure comprehensive services for students.

Data Management & Reporting:

- Track, monitor, and report on student behavioral data, providing timely reports to school leadership and families.
- Ensure compliance with district policies, regulations, and state guidelines related to behavior interventions and school culture.
- Utilize data to adjust and refine behavior intervention strategies to meet the needs of students and improve overall school climate.

Qualifications:

Education & Experience:

- Bachelor's degree in Education, Psychology, Social Work, or a related field required.
- Minimum of 3 years of experience working in a school environment, with a focus on student behavior, behavioral interventions, or school culture.
- Experience with Positive Behavior Support (PBS), Functional Behavior Analysis (FBA), and Behavior Intervention Plans (BIP) preferred.
- Behavior Interventionist Certification or other relevant credentials is a plus.





Skills & Abilities:

- Strong knowledge of behavioral theories, practices, and intervention strategies.
- Excellent interpersonal and communication skills to effectively collaborate with students, staff, and families.
- Ability to manage and resolve complex behavioral issues in a school setting.
- Strong organizational and time-management skills to handle multiple tasks effectively.
- Experience with data collection, analysis, and progress monitoring related to student behavior.





School Lunch Aide (Grades K–8) Job Description

Location: Service Learning District

Classification: Full and Part-time Positions

Schedule: Varies according to classification

Summary:

Reliable, energetic, and caring individuals to serve as School Lunch Aides. This essential support role ensures that students have a clean, safe, and welcoming environment during their lunch periods. The ideal candidate is a team player who enjoys working with children and is committed to creating a positive and orderly cafeteria experience.

Key Responsibilities:

Lunchroom Supervision & Support:

- Oversee and guide students during lunch periods to ensure respectful, safe behavior.
- Monitor and maintain cleanliness of lunch tables, floors, and trash receptacles before, during, and after lunch.
- Provide support to students as needed with seating, cleanup, and transitions between activities.

Food Service Assistance:

- Assist with basic food preparation, set-up, and distribution of meals to students.
- Ensure food items are served according to health and safety regulations.
- Collaborate with cafeteria staff to maintain efficient lunch operations.

Safety & Cleanliness:

- Help maintain order and manage minor behavioral issues using positive reinforcement strategies.
- Support school staff with lunchroom routines, procedures, and safety protocols.
- Follow all district guidelines for hygiene, food safety, and student supervision.





Qualifications:

Education & Experience:

- High school diploma or equivalent required.
- Prior experience working in a school or child-centered environment preferred.
- Basic understanding of food service.

Skills & Attributes:

- Friendly and approachable demeanor with strong interpersonal skills.
- Dependable, punctual, and able to work well in a fast-paced environment.
- Ability to multitask, follow directions, and adapt to changing student needs.





School Nurse Job Description

Location: Service Learning District

Classification: Full-time Position, 10-month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

Summary:

An experienced and compassionate School Nurse will support the health and wellness of K–8 students across our district. The ideal candidate will be responsible for assessing student health, providing direct care, maintaining accurate health records, and working closely with school staff, families, and local health agencies to promote a safe and healthy school environment.

Key Responsibilities:

Health & Medical Services:

- Assess and treat minor student illnesses and injuries, providing appropriate care and referrals as necessary.
- Administer first aid and CPR in emergency situations.
- Monitor and manage chronic health conditions in accordance with student care plans.
- Collect and maintain health records, including immunizations, screenings, and emergency information.
- Conduct and coordinate hearing, vision, and dental screenings.
- Interpret medical evaluations and communicate results with students, parents, and staff.

Communication & Case Management:

- Serve as a liaison between school, home, healthcare providers, and social services agencies.
- Support families in navigating student health needs, including nutrition, medication, and preventative care.
- Report communicable disease cases to the school principal and collaborate with local health departments as needed.
- Provide health-related counseling to students and families as appropriate.

Policy Implementation & Compliance:

- Recommend and implement school health policies in alignment with federal and state laws.





- Ensure compliance with district guidelines related to immunizations, communicable disease prevention, and student wellness.
- Maintain regular communication with local health organizations to stay informed on public health updates.
- Review and recommend improvements to existing health procedures and protocols.

Schoolwide Support:

- Monitor student health trends and respond to potential outbreaks or concerns proactively.
- Participate in student wellness initiatives, staff training, and safety planning.
- Support the school's mission of maintaining a safe, inclusive, and health-conscious learning environment.
- Perform additional health-related duties as assigned.

Qualifications:

- Bachelor's Degree in Nursing, Public Health, or related field required.
- Certified Medical Assistant (CMA) or Licensed Practical Nurse (LPN) preferred; RN licensure highly desirable.
- 7–10 years of experience in healthcare, preferably in a pediatric or school setting.
- Familiarity with Microsoft Word, Excel, and PowerPoint.
- Strong written and verbal communication skills.
- Experience with health documentation and electronic record systems.

Working Conditions & Physical Demands:

- Must be able to lift and/or move up to 50 pounds.
- Frequent standing, walking, bending, and reaching required.
- Must be able to respond quickly in emergency situations.





School Security Officer Job Description

Location: Service Learning District

Classification: Full and Part-time Positions

Schedule: Varies according to classification

SUMMARY:

A professional and vigilant School Security Officers to join our team. In this role, you will help maintain a safe and welcoming school environment by monitoring school grounds, managing access points, and ensuring the safety of students and staff.

Key Responsibilities:

- Maintain a visible security presence throughout school property, including hallways, entrances, and parking lots.
- Assist with the screening of students, staff, and visitors using metal detectors and security protocols.
- Conduct regular perimeter and vehicle checks to ensure the safety and security of school grounds.
- Monitor and direct daily traffic flow on school property during arrival and dismissal times.
- Respond promptly and appropriately to incidents, emergencies, or suspicious activity.
- Communicate effectively with school leadership, students, and parents when needed.
- Document daily activity reports and incident logs as required.

Qualifications:

- High school diploma or GED required.
- Minimum of 2 years of security experience; school-based security experience strongly preferred.
- Must pass a federal background check, school-specific security clearance, and drug screening.

Skills & Abilities:

- Strong interpersonal and communication skills when interacting with students, staff, and visitors.
- Ability to remain calm and professional in high-stress or emergency situations.
- Reliable, punctual, and able to follow school safety procedures and protocols.

Physical Requirements:

- Ability to stand and walk for long periods (up to 5 hours or more).
- May occasionally lift or move items weighing up to 30 pounds.
- Must be physically able to perform routine checks and respond quickly in emergencies.





Senior Instructional Coach (K–8) Job Description

Location: Service Learning District

Classification: Full-time Position, 12-month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

Summary:

A high-performing, student-centered charter school in Metro Detroit is seeking a Senior Instructional Coach (SIC) to lead and inspire its K–8 teaching team. The SIC serves as the school's primary instructional leader, functioning similarly to a traditional principal, but with a greater emphasis on coaching, cultivating educator growth, and maintaining a strong instructional culture.

This is an opportunity for an experienced educator with a track record of leadership and instructional success to shape the direction of a diverse learning community. The SIC leads all aspects of school operations with a coaching-first mindset while supporting the academic and social-emotional needs of students.

Key Responsibilities:

- Serve as the school's instructional leader, responsible for the academic and cultural outcomes of all students.
- Provide high-impact, strengths-based coaching to teachers through frequent classroom observations, one-on-one reflection, co-planning, and modeling best practices.
- Facilitate weekly professional learning communities (PLCs) and data meetings to ensure instructional alignment, student growth, and collaborative decision-making.
- Guide implementation of Multi-Tiered System of Supports (MTSS) and other intervention frameworks to ensure equitable support for all learners.
- Lead teacher evaluations and feedback cycles in accordance with district and state expectations.
- Manage and support school staff—including teachers, paraprofessionals, and support personnel—through clear expectations, professional development, and team-building.
- Foster a safe and inclusive school culture aligned with restorative practices and trauma-informed strategies.
- Coordinate with administrative teams to manage student enrollment, school operations, safety protocols, and family engagement.





- Communicate with families, community stakeholders, and organizational partners with professionalism and care.
- Analyze school-wide data to guide continuous improvement in instruction, attendance, culture, and student outcomes.

Minimum Qualifications:

- Valid Michigan School Administrator Certificate **or** Master's degree in Educational Leadership, Curriculum & Instruction, or related field.
- Minimum 3 years of successful teaching experience, preferably in urban or charter school environments.
- At least 2 years of instructional leadership experience (e.g., principal, assistant principal, instructional coach, dean).
- Deep understanding of best practices in K–8 instruction, student assessment, and educator development.
- Demonstrated success in coaching educators and improving student achievement across grade levels.
- Experience implementing or overseeing MTSS, behavior response systems, and data-driven instructional planning.
- Strong interpersonal and communication skills with the ability to inspire and support diverse stakeholders.
- Proficient in educational technology tools and student information systems (e.g., MiStar or PowerSchool).

Preferred Qualifications:

- Experience working in a public charter school setting.
- Background in culturally responsive teaching and equity-based leadership.
- Familiarity with restorative discipline practices and trauma-informed school models.
- Ability to navigate complex student needs with compassion, systems-thinking, and instructional expertise.

Compensation & Schedule:

- Salary is competitive and based on experience.
- Full benefits package available, including healthcare, retirement contributions, and professional development stipends.





Special Education Paraprofessional Job Description

Location: Service Learning District

Classification: Full-time Position, 10-month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

Summary:

Compassionate and reliable Paraprofessional – Special Education team members to support students with special needs across multiple school locations. This vital role assists certified teachers by providing personalized support to students, fostering their academic, emotional, and physical well-being in an inclusive and affirming environment.

Key Responsibilities:

- Assist certified special education teachers with classroom instruction and daily activities tailored to students' Individualized Education Plans (IEPs).
- Support students' physical, emotional, and social needs while promoting dignity, respect, and independence.
- Collaborate with teachers and related service staff to implement educational strategies and behavioral supports.
- Help collect, record, and chart data related to student progress on IEP goals and classroom objectives.
- Facilitate positive communication within the classroom and between staff and families.
- Perform clerical duties including emails, voicemails, and documentation as assigned.
- Support transitions between activities and locations to ensure student safety and engagement.
- Assist with the physical care and mobility of students as needed, adhering to health and safety protocols.

Qualifications:

- High school diploma required.
- Must meet Michigan State requirements as a Title 1 paraprofessional, demonstrated by either:
 - Completion of at least 60 college credit hours in any subject, or
 - Passing score on the ETS ParaPro Assessment.
- Previous experience in special education or working with elementary-aged students preferred but not required.





Skills & Abilities:

- Strong collaboration skills to work effectively with special education and general education teachers, and related service providers.
- Effective communication skills, both written and verbal, including professional correspondence.
- Ability to maintain confidentiality and exercise discretion when working with students and staff.
- Detail-oriented in collecting and organizing student data and records.
- Patient, compassionate, and adaptable approach to supporting students with diverse needs.





Special Education Teacher Job Description

Location: Service Learning District

Classification: Full-time Position, 10-month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

Summary:

Special Education Teacher to join the Service Learning District. This educator will provide individualized, inclusive instruction to meet the diverse needs of students with disabilities while ensuring compliance with Michigan Administrative Rules for Special Education (MARSE) and federal IDEA regulations. The Special Education Teacher will collaborate with general education teachers, support staff, and families to promote equitable access to high-quality learning in the least restrictive environment.

Key Responsibilities:

- Develop, implement, and monitor **Individualized Education Programs (IEPs)** aligned with student needs and compliance requirements.
- Deliver differentiated instruction in academic, behavioral, and social-emotional areas.
- Collaborate with general education staff, paraprofessionals, related service providers, and administrators to support student success.
- Engage in **Multi-Tiered System of Supports (MTSS)** processes, including intervention planning and progress monitoring.
- Maintain accurate records and documentation in compliance with MARSE and IDEA.
- Participate actively in IEP and team meetings, providing clear communication with families and stakeholders.
- Advocate for student needs while fostering inclusion and independence.
- Utilize data to inform instruction, interventions, and service delivery.
- Support the integration of assistive technology, accommodations, and modifications into the learning environment.
- Maintain consistent and punctual attendance.
- Perform additional duties as assigned by school leadership.





Skills & Abilities:

- Strong understanding of special education laws, procedures, and compliance requirements.
- Ability to design and deliver engaging, differentiated instruction.
- Skilled in developing measurable IEP goals and progress monitoring systems.
- Excellent collaboration and communication skills with diverse stakeholders.
- Competence in data-driven decision-making and student-centered planning.
- Proficiency with digital tools such as Google Suite, MiStar, and/or PowerSchool.
- Adaptability and problem-solving skills in dynamic school settings.

Qualifications:

- Bachelor's degree in Special Education or related field (Master's preferred).
- Valid Michigan Teaching Certificate with Special Education endorsement in at least one area recognized under MARSE.
- Experience developing and implementing IEPs in inclusive and/or specialized settings.
- Knowledge of MTSS and least restrictive environment principles.
- Experience working with students across various disability categories.

Physical Requirements:

- Ability to lift up to 15 pounds.
- Must be able to communicate effectively in person and via telephone.
- May be required to travel between school sites within the district.





Speech-Language Pathologist (Special Education) Job Description

Location: Service Learning District

Classification: Full-Time, 12-Month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

Summary:

The Speech-Language Pathologist (SLP) provides diagnostic, therapeutic, and consultative services to students identified with communication disorders within the Service Learning District. The SLP works collaboratively with teachers, administrators, families, and other support staff to support students' academic, social, and emotional success in compliance with IDEA, Section 504, and state and federal regulations.

Essential Duties & Responsibilities:

- Conduct comprehensive evaluations to identify speech, language, and communication needs of students.
- Develop and implement Individualized Education Program (IEP) goals and objectives related to speech and language development.
- Provide direct and indirect therapy services to students with identified speech and language impairments.
- Collaborate with general education and special education staff to support students' communication in the classroom setting.
- Participate in IEP and multidisciplinary team meetings to review progress and determine ongoing needs.
- Maintain accurate and timely records in accordance with district, state, and federal requirements.
- Provide consultation and training to teachers, staff, and families to support communication development and strategies.
- Engage in professional development opportunities to maintain certification and stay current on best practices in speech-language pathology.
- Adhere to all district policies, procedures, and ethical guidelines.

Qualifications:

- Master's degree in Speech-Language Pathology from an accredited program.
- Current Michigan licensure and/or eligibility for Speech-Language Pathologist license.
- Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) from ASHA preferred.





- Experience working in a school or pediatric setting preferred.
- Strong communication, organizational, and interpersonal skills.
- Knowledge of IDEA, Section 504, and state special education guidelines.

Compensation & Benefits:

- Competitive salary commensurate with experience.
- Comprehensive benefits package including health, dental, vision, and retirement options.
- Paid time off, holidays, and professional development opportunities.

Work Environment:

This position operates in a Title I Charter School environment serving diverse student populations. The SLP will work across classrooms and resource spaces, occasionally traveling within the district.





Student Support Specialist Job Description

Location: Service Learning District

Classification: Full-Time, 10-Month

Schedule: Monday through Friday, 7:30 am to 4:00 pm

Summary:

The Student Support Specialist provides academic, behavioral, and social-emotional support to students in a Title I charter school setting. This position collaborates with teachers, administrators, parents, and community partners to ensure students receive the resources and interventions needed to thrive. The Student Support Specialist plays a critical role in supporting the whole child, addressing barriers to learning, and promoting student success.

Key Responsibilities:

- Provide direct support services to students, including academic assistance, behavioral intervention, and social-emotional guidance.
- Develop and implement individual student support plans in collaboration with teachers and administrators.
- Monitor student progress and adjust interventions as needed to promote success.
- Assist in the identification of students needing additional supports through data review and teacher referrals.
- Facilitate small group or one-on-one sessions focused on academic and behavioral skill development.
- Collaborate with school staff and families to address student attendance, engagement, and performance issues.
- Serve as a liaison between the school, families, and community resources to ensure wraparound support.
- Maintain accurate records of student services, interventions, and progress reports.
- Participate in professional development and ongoing training to strengthen student support strategies.
- Promote a positive school culture by modeling and reinforcing high expectations, respect, and inclusivity.

Qualifications:

- High School Diploma
- Bachelor's degree in Education, Social Work, Counseling, Psychology, or related field (preferred).





- Experience working with school-aged children in an educational or counseling setting.
- Knowledge of child development, trauma-informed practices, and behavioral interventions.
- Strong communication, problem-solving, and interpersonal skills.
- Ability to work collaboratively with staff, families, and community partners.
- Proficiency in Microsoft Office Suite, MiStar and student data management systems.

Skills & Competencies

- Student advocacy and support services
- Conflict resolution and behavior management
- Cultural competence and equity-focused practices
- Collaboration and teamwork
- Organizational and documentation skills



EDUCATIONAL SERVICE PROVIDER AGREEMENT

This Educational Service Provider Agreement (“Agreement”), effective as of July 1, 2026, is between Elite School Management, Inc., a Michigan corporation (“Elite”), and Detroit Service Learning Academy, a Michigan school of excellence (“Academy”).

RECITALS

The Academy is organized to operate as a school of excellence subject to the provisions of Part 6E of the Michigan Revised School Code (the “Code”), as amended, Public Act 451 of 1976. The Academy has been issued a charter contract (the “Contract”), as defined in the Code, by the Board of Trustees of Lake Superior State University (the “University Board”) as the statutory authorizing body, dated July 1, 2026.

The Academy is authorized to carry out the Educational Program set forth in the Contract. The Code permits the Academy, which is a school of excellence, to contract with persons and entities for the operation and management of the Academy which is a school of excellence.

Elite was established to provide elementary and secondary education management services including: to establish, sponsor, and/or develop instructional and/or educational systems and/or programs; to develop and implement management systems and policies that will carry out and conduct the purposes of Elite; and to work closely with public school academies and schools of excellence to achieve their statutory purposes.

Elite represents and warrants that it is a duly organized Michigan corporation, in good standing, and that Elite (inclusive of its officers, employees, and agents) has the educational background, managerial experience, expertise, training, capacity, qualifications, and financial resources to provide the Services set forth in this Agreement.

The Academy Board and Elite desire to enter into a management agreement, as defined in MCL 380.553(2)(c), pursuant to which Elite will provide to the Academy comprehensive educational, administrative, management, operations and instructional services (including the personnel required to perform the services set forth in this Agreement).

Therefore, in order to facilitate the continuation of the Academy, and to further the innovative Educational Program at the Academy, the parties desire to enter into this Agreement for the management and operation of the Academy, and mutually agree as follows:

ARTICLE I **CONTRACTING RELATIONSHIP**

A. Authority. The Academy represents that (a) it is authorized by law to contract with an educational management organization for the provision of management and operational services to the Academy, and (b) the Academy has been issued the Contract from the University Board to organize and operate a School of Excellence. To the extent permitted by law, the Academy

authorizes and grants to Elite, the necessary authority and power to perform the Services contemplated under this Agreement.

B. Services: Educational Program. The parties agree that Elite, to the extent permitted by, and in conformity with, applicable laws, rules and regulations shall provide the comprehensive educational, administrative, management, operational, financial and instructional services set forth in this Agreement to the Academy, inclusive of personnel, materials and supervision (the "Services") as set forth below and as further set forth in Appendix A, which is incorporated herein and made a part hereof. Elite shall provide Services to the Academy as necessary for the Academy to meet its obligations under the Contract and all other applicable laws, rules and regulations and to implement and effect the educational goals, curriculum, method of pupil assessment, admissions, policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, and methods to be used to monitor compliance with performance of targeted educational outcomes, as previously adopted by the Academy's Board of Directors (the "Academy Board") and as included in the Contract (collectively, the "Educational Program").

C. Compliance with the Contract. Elite agrees to perform its duties and responsibilities under this ESP Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the University Board. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this ESP Agreement.

D. Elite as Independent Contractor; Designation of Agents. In the performance of Services under this Agreement, Elite (its officers, directors, employees, and designated agents) shall be regarded at all times as performing services as an independent contractor of the Academy. No agent or employee of Elite shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, if at all, in writing, by the Academy. Elite shall be regarded, designated, and considered to be the employer with respect to all individuals whom Elite may assign to provide Services under this Agreement. Elite shall be solely and exclusively responsible for recruiting, selecting, compensating, hiring, training, retaining, evaluating, disciplining, dismissing, terminating and otherwise controlling the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom Elite employs in connection with providing Services under this Agreement. Evaluation and compensation systems administered by Elite shall comply with all applicable laws, rules and regulations including Sections 1249 and 1250 of the Code, MCL 380.1249 - 380.1250, and/or the Contract. Elite shall adopt, implement, and maintain a performance evaluation system for all required personnel as required by applicable law. To the extent that Elite may subcontract any or all aspects of the Services, Elite represents that it shall include in any subcontracted services agreement provisions comparable to those contained in this Article I, inclusive of subparts, to identify the employer of any person providing Services under a contracted services agreement or, in the absence of an employer and in the case of an independent sub-contractor, to expressly provide that the service provider is an individual independent contractor and is not intended to be, and shall not be regarded as, an employee of the Academy.

Except as otherwise provided for in this Agreement, and subject to the Contract, Elite shall be self-

directed in its activities and shall determine its own methods and manner for performing the Services required under the terms of this Agreement within the overall policies and budgets established by the Academy Board, as the same may be amended from time to time.

During the Term of this Agreement, the Academy may disclose confidential data and information to Elite and its respective officers, directors, employees and designated agents, and Elite may access confidential data and information, to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 - 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC § 12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d — 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. Elite agrees that it shall comport with applicable laws, rules and regulations in the handling, maintaining, safeguarding, re-disclosing, and returning of confidential data and information disclosed or accessed under this Agreement. Elite will be solely responsible for its acts, the acts of its agents, employees, and those contractors and subcontractors who are contracted through Elite.

The Academy designates Elite and Elite's employees and contractors having a legitimate educational interest in accessing and viewing student education record information as "school officials" pursuant to FERPA.

E. Chief Administrative Officer. Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Academy Board is responsible for designating the Chief Administrative Officer of the Academy. The Chief Administrative Officer shall be a member of the Academy Board. No owner, director, officer, employee or agent of Elite shall be designated as the Chief Administrative Officer of the Academy; however, an Elite employee may assist an Academy Board member who is the Chief Administrative Officer in carrying out their responsibilities. The Chief Administrative Officer shall be permitted to delegate his/her duties, but not his/her statutory responsibilities to an employee of Elite.

F. Academy's Annual Budget and Budget Amendments. Elite shall prepare a preliminary annual budget, in consultation with the Academy Board Treasurer, and present it to the Academy Board at its regular May Board meeting. The Academy Board shall vote to approve a balanced budget by June 30 of each year for the upcoming fiscal year as required by Michigan law and in accordance with the Uniform Budgeting and Accounting Act. Elite shall prepare and present budget amendments to the Academy Board throughout the fiscal year as may be required. The Academy Board shall approve the Academy's annual budget and budget amendments. The Academy's approved budget and budget amendments shall fully fund the budgeted items

submitted by Elite for its management and operation of the Academy, except as otherwise provided in this Agreement.

G. Status of the Parties. The relationship between Elite and the Academy is based solely on the terms of this Agreement, and the terms of any other agreements between them. In performing its duties under this Agreement, it is mutually understood and agreed that Elite shall at all times be acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship, partnership or joint venture relationship between the parties. The parties agree that none of the voting power of the governing body of the Academy or the Academy Board will be vested in Elite or its directors, officers, shareholders, or employees. Further, the Academy and Elite are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code.

No provision of this Agreement shall: (1) interfere with the Academy Board's exercise of its statutory, contractual, and fiduciary responsibilities governing the operation of the Academy; (2) prohibit the Academy Board from acting as an independent self-governing public body; (3) allow decisions to be made other than in compliance with the Michigan Open Meetings Act; (4) restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity; or (5) alter the Academy Board Treasurer's legal obligation to direct the deposit of all funds received by the Academy to be placed in the Academy's depository account as required by applicable law.

H. No Tenure under Teachers' Tenure Act. None of the teachers, principal, administrators or staff employed, retained or contracted by Elite shall be considered employees or teachers of the Academy for purposes of tenure or continuing tenure under Teachers' Tenure Act, PA 4 of 1937, as amended, MCL 38.71 et seq. Nor shall any of Elite's or its contracted teachers, principal, administrators or staff be entitled to administrator tenure under the Code.

I. Principal. Elite will have the authority, consistent with applicable laws, rules and regulations to recruit, select, hire, assign, supervise, train, evaluate, and discipline the principal ("Principal") and to hold that individual accountable for the success of the Academy. Hiring of the Principal is the sole responsibility and prerogative of Elite; however, the Academy Board may provide reasonable input to Elite in the decision. The Principal will be an employee of Elite. Elite shall take into consideration the Academy Board's input during evaluations of Elite in the assignment and staffing of the Principal position.

J. Criminal Background Checks. Elite agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code and Appendix A, Paragraph III.F, pertaining to criminal background and criminal conduct checks. Elite shall perform or cause to be performed all criminal and unprofessional conduct checks required by law to be performed with fidelity.

K. Unprofessional Conduct Checks. Elite agrees that it will conduct unprofessional conduct checks, in accordance with MCL 380.1230b, before hiring an employee assigned to work

at or on behalf of the Academy.

L. Compliance with Section 553c. On an annual basis, Elite 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 shall make the information available on its website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 553c of the Code, MCL 380.553c, shall have the same meaning in this Agreement.

M. The Academy Board. The Academy Board is an independent, self-governing public body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term “Academy Board” means the Academy Board of Directors. The term “Academy” means the Michigan nonprofit corporation named Detroit Service Learning Academy that is a public school academy that is a school of excellence under Michigan law and the Contract.

N. Availability of Funds. Elite shall be liable to the Academy for: (1) any cost it commits the Academy to pay without the Academy Board’s approval in the event such cost is in excess of the amount identified in the Academy’s budget or any amendment to that budget; and (2) any deficit expenditures incurred by the Academy as a result of Elite’s negligence or intentionally wrongful performance of its Business/Finance Services and duties as Chief Administrative Officer (if any) under this Agreement. Elite shall only be required to perform its responsibilities under this Agreement to the extent the Academy has appropriated funds in its budget, as amended.

O. Non-Compete Agreement. Elite agrees that it shall not impose any non-compete contractual requirement or obligation on any of its teachers, support staff, principals, agents or others under its employ, and who work at or provide services for the Academy, which precludes any such person from working at, or providing services for, the Academy.

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

ARTICLE II

TERM

Term. The term of this Agreement (the “Term”) shall begin on July 1, 2026 (“Commencement Date”), and end on June 30, 2031 (“Term”), unless earlier terminated in accordance with this Agreement or the Contract; provided, however, that under no circumstances shall this Agreement exceed the term of the Contract.

ARTICLE III

OBLIGATIONS OF THE ACADEMY

A. Good Faith Obligation. The Academy shall exercise good faith in considering recommendations by Elite relative to the Educational Program.

B. Academy Funds. The Academy Board shall determine the depository of all funds received by the Academy including, but not limited to, the State School Aid and any Additional Revenue. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account and individuals authorized to initiate wire transfers from the depository account shall be members of the Academy Board and/or properly designated Academy Board employees (if any) annually, via Academy Board resolution. All interest or investment earnings on Academy deposits shall accrue to the Academy. No provision of this Agreement shall alter the Academy Board Treasurer's legal obligation to direct the deposit of all funds be placed in the Academy's depository account as required by applicable law.

C. Administrative and Fiduciary Responsibilities. The Academy Board shall budget adequate resources to fulfill its Contract requirements, which may include: oversight of this Agreement, negotiation and fulfillment of the Contract and any amendments, Academy Board personnel expenditures, insurance, the annual financial audit, the Academy Board's legal counsel, consultants, and any other such cost necessary for Academy Board operations. The Academy Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget and any budget amendments. The Academy Board will be responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.

D. Building Facilities. The Academy shall provide reasonable access by Elite, at no cost to Elite, to the school building for the provision of Services and the Educational Program. The Academy shall not be considered in breach or default of its obligations under this Agreement to provide a school building in the event that the Academy is served with a default notice under its lease for the school building.

ARTICLE IV

COMPENSATION FOR SERVICES AND REIMBURSEMENT OF COSTS

Annual Management Fee for Services To Elite. The Academy shall pay Elite in twelve (12) equal monthly payments, on the 20th of each month, a Management Fee in an amount equal to twelve percent (12%) per annum of the "Total Revenues" of the Academy, as payment for Services rendered by Elite pursuant to the terms of this Agreement. The "Total Revenues" of the Academy shall mean all receipts of the Academy of whatsoever kind or nature, including but not limited to State School Aid Foundation Allowance, categorical funds, and other monies received by the Academy. Notwithstanding the above, "Total Revenues" shall not include categorical funds related to the COVID-19 pandemic that have not been received as of July 1, 2021 (e.g. ESSER III funds). In the event such funds are received during the term of this Agreement, the parties agree

to work with its respective attorneys and auditors to negotiate an additional fair and reasonable management fee to be paid to Elite by the Academy based on the Academy's receipt of any additional federal, state, and/or local Oakland and Wayne RESA ISD funds related to the COVID 19 pandemic and/or return to school/reopening school and learning recovery funds. To the extent that the grantor expressly excludes such revenue source from the calculation of Elite's Management Fee. Elite's Management Fee from this portion of the Total Revenues of the Academy shall be paid by the Academy to Elite from the Academy's general fund, to the extent that there are sufficient funds in the Academy's general fund to make such payment. "Total Revenues" excludes the Academy's Authorizer's three percent (3%) Fee. The Management Fee shall be paid to Elite in addition to Elite's "Payroll Reimbursement Costs" and other costs reimbursable by the Academy to Elite as set forth in this Article IV and this Agreement. During any fiscal year, Elite may irrevocably waive any or all of the Annual Management Fee paid by the Academy to Elite at Elite's sole option.

A. Management Fee Projected in Academy's Annual Budget. To the extent practicable, Elite's anticipated Management Fee shall be projected in the annual budget presented at the Budget Hearing conducted by the Academy in accordance with the requirements of Applicable Law and the Contract.

B. Reasonable Compensation. The Academy acknowledges and agrees that compensation payable to Elite under this Agreement is reasonable compensation for the Services contemplated to be rendered by Elite to the Academy under this Agreement. Compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

C. Payment of Costs.

1. Elite's Worksite Employee Compensation and Expenses.

a. Compensation of Elite Employees. Compensation of all individuals employed by Elite and assigned to perform Services at or on behalf of the Academy under this Agreement shall be paid by Elite. "Compensation" includes all wages; employment taxes mandated by local, state and federal law; employee benefits; workers' disability compensation insurance; and federal and state unemployment compensation insurance applicable to those individuals assigned to the Academy ("Elite's Worksite Employees"). This Compensation plus reasonable sums paid by Elite, if any, to a third-party payroll processing service for preparing paychecks and reporting and paying payroll taxes are collectively referred to herein as Elite's "Payroll Costs." Elite will pay the employer portion of social security, Medicare, federal and state unemployment insurances, and any other taxes required to be paid on behalf of its employees assigned to perform Services under this Agreement. Unless required by applicable law, Elite shall not make payments to the Michigan Public School Employees' Retirement System or to any other public retirement system on behalf of Elite's Worksite Employees. Any required adjustment to employment taxes, increase in the cost of providing employee benefits or changes

in the status of Elite's Worksite Employees will be effective on the actual date of such adjustment or change.

The Academy shall not be liable for the payment of any Compensation for or on behalf of any Elite employee, contractor or agent. Elite's employees, contractors, and agents are not entitled to receive any Compensation, benefits or other amenities in any form from the Academy including, but not limited to, mileage, conference fees, and other expenses.

Elite accepts full liability for benefits, salaries, worker's disability compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations. Elite is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether Elite receives an advancement of its costs or the payment of services from the Academy.

Elite shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of its employees or agents to perform the Services under this Agreement. These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' disability compensation benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of Services by employees or agents of Elite in connection with this Agreement. All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any resulting judgments shall be the sole and exclusive responsibility of Elite.

b. Reimbursable Payroll Costs for Elite's Worksite Employees. In addition to the Management Fee and other Fees set forth herein payable by the Academy to Elite for Services provided by Elite to the Academy pursuant to this Agreement, the Academy will pay to Elite an amount equal to each pay period's Payroll Costs for Elite's Worksite Employees, less unemployment compensation ("Reimbursable Payroll Costs") for all individuals employed by Elite and assigned to perform Services at or on behalf of the Academy under the terms of this Agreement. Under no circumstances shall the Academy be responsible to reimburse Elite for its corporate payroll costs (e.g., Elite's human resources director) or for compensation paid or costs incurred by Elite in performing off-site functions elsewhere covered under this Agreement by the Annual Management Fee (e.g., traditional central office functions such as: budget and finance preparation; federal, state, and local reporting functions for the Academy; federal, state, and local grant administration for the Academy; curriculum development; administrative oversight such as supervision of special education services). Elite will provide the Academy

with the amount of each pay period's Reimbursable Payroll Costs at least four (4) business days prior to the pay date and the Academy agrees to deposit into the payroll account the Reimbursable Payroll Costs for that pay period at least two (2) business days prior to the applicable pay date.

2. In addition to the Annual Management Fee described in Paragraph A of this Article, and Reimbursable Payroll Costs described in Subparagraph I.b of this Paragraph D, Elite shall receive reimbursement from the Academy for all costs and expenses incurred and paid for by Elite for equipment, materials, supplies and subcontracted services in providing the Services pursuant to this Agreement and the approved budget, provided Elite submits appropriate documentation to the Academy Board for ratification. Such costs include, but are not limited to, curriculum and instructional materials, textbooks, library books, computer and other technological equipment or other equipment, software, supplies, transportation, special education services, building, maintenance, psychological services and medical services, rent and other sums, and the costs of maintaining, repairing and operating the Academy's building and facility.

3. In paying costs and expenses on the Academy's behalf, Elite may not include any added fees or charges.

4. Elite will not make any expenditures on behalf of the Academy which have not been included in the Academy Board-approved budget or budget amendment(s).

5. None of Elite's corporate costs or expenses, including "central office" personnel will be charged to or reimbursed by the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of Elite.

D. Procurement of Supplies, Materials and Equipment. The Academy Board retains the obligation, as provided in Section 1274 of the Code to adopt written policies governing the procurement of supplies, materials, and equipment for the Academy. Unless otherwise prohibited by law, if Elite directly procures equipment, materials and supplies at the request of or on behalf of the Academy, Elite shall comply with Section 1274 of the Code, and the Academy Board's written policies promulgated thereunder related to such items as if the Academy is making these purchases directly from a third-party supplier. All such supplies, materials and equipment will be and remain the property of the Academy. Elite shall not include or pass through to the Academy any added fees or charges with the cost of supplies, materials and equipment purchased from third parties for the Academy.

1. Other Revenue Sources. To supplement and enhance the State School Aid payments, and improve the quality of education at the Academy, Elite shall endeavor to obtain revenue from other sources. In this regard, the Academy may solicit and receive grants, and donations consistent with its mission;

2. The Academy and/or Elite (with Academy Board approval) may apply for and receive grant money, in the name of the Academy;

3. To the extent permitted by law and the Contract, the Academy may charge fees to (a) Academy students for extra services such as summer programs and (b) non-Academy students and others who participate in programs or services provided by the Academy; and

4. All funds received by the Academy or by Elite on the Academy's behalf from such other revenue sources shall inure to and be deemed the Academy's property.

E. Other Public School Academies. The Academy acknowledges that Elite may enter into similar management agreements with other public school academies or schools of excellence. Elite shall separately account for reimbursable expenses incurred on the Academy's behalf and on behalf of other public school academies or schools of excellence, and shall only charge the Academy for expenses incurred on the Academy's behalf. If Elite incurs reimbursable expenses on the Academy's behalf and on behalf of other public school academies or schools of excellence which are incapable of precise allocation between such academies, Elite shall allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties. Elite shall timely, and no less than quarterly, provide to the University Charter School Office and the Academy Board the Academy's internal budget and financial information relating to the Academy which shall include non-reimbursable expenses.

F. Tax Matters.

Elite and the Academy hereby certify the following representations with regard to its performance under this Agreement. These representations are deemed to be incorporated into the Agreement and binding upon the parties:

1. Elite's compensation under this Agreement is reasonable and is not based, in whole or in part, on a share of the net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;
2. This Agreement does not pass along to Elite the burden of bearing any share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;
3. The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond financed school facility (if shorter) including all renewal options;
4. The Academy bears the risk of loss upon the disposition, damage or destruction of the

Academy's property; and

5. Elite is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

Further, with regard to governance;

(A) No more than 20 percent of the voting power of the governing body of the Academy is vested in the directors, officers, shareholders, partners, members, and employees of the service provider, in the aggregate;

(B) The governing body of the Academy does not include the chief executive officer of the service provider or the chairperson (or equivalent executive) of the service provider's governing body; and

(C) The chief executive officer of Elite is not the chief executive officer of the Academy or any of the Academy's related parties (as defined in §1.150-1(b)).

K. Relationship Between the Academy and Elite. In interpreting this Agreement and the provision of Services required pursuant to this Agreement, Elite shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. As required by the Academy's Articles of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of the management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and Elite that none of the voting power of the governing body of the Academy will be vested in Elite or its directors, members, managers, officers, shareholders and employees and the Academy and Elite will not be related parties as defined in Treasury Regulation 1.150-1(6).

ARTICLE IV TERMINATION

A. Termination for Cause by Elite. Elite may terminate this Agreement before the end of the Term in the event the Academy fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to, the Academy's failure to timely remit any installment of the Annual Management Fee, the Reimbursable Payroll Costs set forth herein or any reimbursement due to Elite. The Academy has ten (10) days after notice from Elite to remedy a breach that involves the advancement of funds for all compensation required for payroll or to reach an agreement with Elite on the payment of those funds. Termination before the end of the Term will not relieve the Academy or Elite of any financial or other obligations owed by one to the other outstanding as of the date of termination. The failure by Elite to (a) declare a breach, (b) place the Academy on notice thereof, or (c) exercise or exert any remedy available to

Elite under this Agreement or applicable laws, shall not be deemed a waiver of Elite's right and remedies whatsoever.

B. Termination for Cause by the Academy. The Academy may terminate this Agreement before the end of the Term in the event that Elite fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to:

1. Failure by Elite to reasonably account for its expenditures:
2. Failure by Elite to pay Academy operating expenses as required under this Agreement (provided funds are available):
3. Failure by Elite to substantially follow policies, procedures, rules, regulations, or curriculum duly adopted by the Academy Board which are not in violation of applicable laws or this Agreement:
4. Failure by Elite to provide the Services as required by this Agreement:
5. Any action or inaction by Elite that places the Contract in jeopardy of revocation, suspension or termination, as evidenced by written notification from the University Board; and/or
6. Failure to meet the educational performance requirements in the Contract, or in Appendix B to this Agreement.

Elite has ten (10) days after notice from the Academy to remedy a breach that involves the non-payment of funds for all "compensation" required for payroll (provided that Elite has received such funds from the Academy to do so) or to reach an agreement with the Academy on the payment of those funds. Elite has thirty (30) days after written notice from the Academy to remedy all other material breaches. Termination of this Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another ESP (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked.

C. Termination By Either Party. Either party may also terminate this Agreement without cause before the end of the Term by giving written notice of termination to the other party by December 1 of a particular year.

In either case, termination of this ESP Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another ESP (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. Termination before the end of the Term will not relieve the Academy or Elite of any financial or other obligations owed by one to the other outstanding as of the date of termination.

D. Revocation or Termination of Contract. If the Academy's Contract issued by the

University Board 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 that the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties.

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

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

During the Term of this Agreement, after its expiration, and after any notice of termination is provided by either party, Elite shall not initiate contact with (i) the parents and legal guardians or students of the Academy, directly or indirectly, to promote or recruit enrollment for other schools other than the Academy; or (ii) any of the Academy Board's employees (if any) or independent contractors (if any) who currently works at or for the educational or administrative operation or management of the Academy to hire or retain such employee or independent contractor.

Moreover, after any notice of termination is provided by either party and until the effective date of termination of this Agreement, Elite agrees to undertake the following:

1. carry out its obligations under this Agreement in the ordinary course of business;

2. use its best efforts to maintain its relations and good will with suppliers, landlords, creditors, employees, agents and others having business relationships with it.

3. make no material changes in administrative, operational, or management personnel, including the chief administrative officer, Principal or teaching staff without prior written approval of the Academy.

4. use its best efforts not to disturb the Academy's relations and good will with parents, students and the educational community relating to the operation and management of the Academy and otherwise comply with this Agreement:

5. comply with all legal requirements and contractual obligations assigned to it applicable to the operations of the Academy.

6. continue in full force and effect all required insurance coverage:

7. cooperate with the Academy in identifying the governmental authorizations or other approvals including but not limited to those regarding the Academy's facilities, required to operate the Academy; and

8. prepare and provide to the Academy, before the end of the transition period but no sooner than thirty (30) days of the provision of notice of termination, at Elite's own expense, a draft transition agreement which shall specifically detail transition issues and provide a timeline for addressing each issue.

G. Personal Property upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the Academy may elect (a) to purchase any personal property which has been purchased or leased from a third party solely with Elite funds, provided such purchase or lease is permitted under the purchase or lease documents relating thereto, at the fair market, depreciated value of such personal property or (b) to return same to Elite. All personal property purchased or leased by Elite using Academy funds shall remain the personal property of the Academy. The Academy shall own, without restriction, all property, tangible and intangible, purchased, licensed, or acquired in any fashion by or for the Academy, or by or with Academy funds.

H. Obligations Upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties will remain obligated for all financial or other obligations due at the time of the termination or expiration of this Agreement.

I. Reconstitution of the Academy. In the event that the Academy is required (i) to close an Academy site pursuant to 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 Elite shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

ARTICLE V

PROPRIETARY INFORMATION

A. The Academy's Rights to Curriculum and Educational Materials. The Academy shall own, without restriction or additional cost, all proprietary rights to curriculum and educational materials that: (1) are or were directly developed by the Academy and paid for with Academy funds; or (2) are or were developed or created by Elite (its employees or designated agents) at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials in the course of performing Services for the Academy under this Agreement. All such intellectual property shall be provided to the Academy prior to the termination of Services under this Agreement. Elite agrees that it and its officers, employees, agents and successors or assigns will execute any document or agreement necessary to affect these proprietary rights without delay or cost to the Academy.

B. Elite's Rights to Curriculum and Educational Materials. Elite shall own, without restriction, all copyrights and other rights in all curriculum, educational materials, and all other works owned by, or previously developed or copyrighted by, Elite outside the scope of this Agreement, subject to the Academy's rights under Paragraph A above. Elite's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

C. Non-Disclosure of Proprietary Information: Remedy for Breach. Except as specifically required by the Code or the Michigan Freedom of Information Act, the proprietary information and materials of either party, including educational materials and teaching techniques used by the Academy, shall be held in strict confidence by the other party to this Agreement.

D. Marks. Neither party may use the trademarks, service marks, name, logo, seal, mascot, or other identifying symbols ("Marks") of the other party, except with the prior written approval of the other party. Execution of this Agreement constitutes such written approval for use consistent with the performance of the Services contemplated by this Agreement.

ARTICLE VI

INDEMNIFICATION

A. Indemnification of Elite. *To the extent permitted by law and without waiving any privilege or immunity*, the Academy shall defend, indemnify, save and hold harmless Elite and all of its employees, officers, directors, agents and representatives from and against any and all claims, demands, suits, losses, costs, fees, penalties, fines, damages, reasonable attorney's fees or other forms of liability that may be caused solely by the negligent or intentional errors or omissions under this Agreement of the Academy Board, its officers, or directors; and any individual (s) directly employed solely by the Academy Board (if any) that causes harm to Elite. In addition, to

the extent permitted by law, the Academy shall reimburse Elite for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand or suit. However, payment of any such legal costs and reasonable attorney fees shall be limited to the amounts covered by the Academy's insurance policy. The indemnification requirements of this Paragraph may be met by the purchase of insurance in the form and amount acceptable to Elite and shall not be less than the MUSIC insurance coverages required by the Contract and this Agreement. The Academy shall provide Elite with written evidence of such insurance.

B. Immunities and Limitations Applicable to the Academy Board. The Academy Board may assert all privileges, immunities and statutory limitations of liability in connection with any claims arising from the operation of the Academy or under this Agreement.

C. Indemnification of the Academy. To the extent permitted by law and without waiving any privilege or immunity, Elite shall defend, indemnify and save and hold harmless, the Academy and all of its board of directors, individual board members, employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may be caused by any negligent or intentional misconduct by Elite, its officers, directors, employees, subcontractors, agents and representatives, or by any failure to act or omission by Elite that causes harm to the Academy arising out of this Agreement. In addition, Elite shall reimburse the Academy for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand or suit. If desired, all or part of the indemnification obligations set forth in this Paragraph may be met by the purchase of insurance by Elite. Elite shall provide the Academy with written evidence of its insurance.

D. Immunities and Limitations Applicable to Elite. Elite may assert all privileges, immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

E. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement.

F. Indemnification of the 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, offices, 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, Elite 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 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' consideration of or issuance of a Contract, Elite's preparation for and operation of the Academy, or which are incurred as a result of the reliance of the University upon information supplied by Elite, or which arise out of

the failure of Elite 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 Elite to enforce its rights as set forth in this Agreement.

ARTICLE VII

INSURANCE

A. Academy Insurance. The Academy shall maintain such policies of insurance coverage in the amounts as required by the Michigan Universities Self-Insurance Corporation (M.U.S.I.C.) and the Contract in the amounts required by M.U.S.I.C. and the Contract (and listed on Appendix C), attached hereto and made a part hereof. Elite shall comply with the information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. The Academy's insurance is separate and apart from and in addition to the insurance Elite is required to obtain under the Contract. In the event M.U.S.I.C. or the University Board requests any change in coverage, the Academy agrees to comply with any change in the type and amount of coverage as required by M.U.S.I.C. or the University Board within thirty (30) calendar days after written notice of the insurance change. The Academy agrees to add Elite as an additional insured on all policies. In the event the University Board or M.U.S.I.C. requests a change in coverage, the Academy will comply with the change in the type or amount of coverage, as requested, within thirty (30) calendar days after written notice of the insurance coverage change.

B. Elite Insurance. Elite shall maintain such policies of insurance in the amounts as required by the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") and the Contract (and listed on Appendix C). The Academy shall comply with the information or reporting requirements applicable to Elite under Elite's policy with its insurer(s), to the extent practicable. Elite's insurance is separate and apart from and in addition to the insurance the Academy is required to obtain under the Contract. In the event M.U.S.I.C. or the University Board requests any change in coverage, Elite agrees to comply with any change in the type and amount of coverage as required by M.U.S.I.C. or the University Board within thirty (30) calendar days after written notice of the insurance change. Elite will name the Academy and Lake Superior State University as additional insureds on all policies. In the event the University Board or M.U.S.I.C. requests a change in coverage, Elite will comply with the change in the type or amount of coverage, as requested within thirty (30) days after notice of the insurance coverage change. Elite's cost of procuring insurance coverage under this Agreement is a corporate cost to be paid by Elite.

C. Evidence and Notices. Each party shall, upon written request, present evidence to the other and to the University Board that it maintains the requisite insurance.

D. Workers' Disability Compensation Coverage. In addition to the insurance coverages set forth in Appendix C, each party shall maintain workers' disability compensation insurance, as required by state law, covering their respective employees, if any.

ARTICLE VIII
DATA BREACH RESPONSE PLAN

A Data Breach Response Plan has been prepared by Elite for use by the Academy (attached as Appendix D). That plan shall be made electronically available upon request by the Authorizer or any member of the public.

ARTICLE IX
WARRANTIES AND REPRESENTATIONS

A. Warranties and Representations of the Academy. The Academy represents to Elite that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, and its actions have been duly and validly authorized.

B. Warranties and Representations of the Elite. Elite represents and warrants to the Academy that (a) it is a Michigan corporation in good standing duly authorized to conduct business in the state of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

C. Mutual Warranty and Representation. Each of the parties represents and warrants to the other, as of the date of execution of this Agreement, that there are no known, asserted or unasserted, liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including any costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act or breach of this Agreement or the obligations of each of the respective parties, or any of their employees or others for whom each is respectively responsible in connection with the performance of this Agreement.

ARTICLE X
ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

A. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be discussed informally between the parties. In the event the parties cannot resolve their dispute, the matter shall be submitted to mediation for resolution, if possible. Both parties must mutually agree upon the mediator selected and shall participate in all mediation meetings and processes in good faith. The mediation shall be conducted in accordance with the Commercial Rules of the American Arbitration Association and will take place in Wayne County, Michigan, with such variations as the parties and the mediator unanimously accept. The parties will share equally in the costs of the mediation including forum fees, expenses and charges of the mediator. The mediation process shall not exceed ninety (90) days from the date of the filing of the request for mediation.

B. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. A request for arbitration must be filed within thirty (30) days of the date of the final mediation meeting or proceeding. Any dispute, difference, or disagreement arising under or related to this Agreement shall be referred to a single arbitrator, mutually agreed upon by the parties, or if no single arbitrator can be agreed upon, an arbitrator shall be selected in accordance with the Commercial Rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing Commercial Rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. All arbitration proceedings shall take place in Wayne County, Michigan. The parties shall split equally the costs of the filing fee, any administrative costs or costs assessed by the American Arbitration Association, and the cost and fees of the arbitrator, regardless of which party requests the arbitration. Each party shall be responsible to pay for their own costs and attorneys' fees in connection with the arbitration.

C. Cause Opinion. Any arbitrator's award shall be final and binding and may be enforced in a court of competent jurisdiction. The final decision shall include a cause opinion, written explanation explaining his/her findings of facts and conclusions of law. The University Charter School Office shall be notified of the decision, and, upon the University Charter School Office's request, the cause opinion shall be made available to it.

ARTICLE XI **MISCELLANEOUS**

A. Force Majeure. Neither party shall be responsible or liable to the other party for any losses or failure to perform its respective obligations under this Agreement when such failure is caused by conditions beyond the party's control such as fire, explosion, water, act of God, civil disorder or disturbances, labor disputes, vandalism, war, riot, sabotage, weather and energy related closings, pandemic, infectious diseases, governmental rules and regulations or the like causes beyond the reasonable control of such party or the damage or destruction of real or personal property of such causes. The other party may obtain substitute performance during such period.

B. Notices. All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party. Notices shall be deemed to have been received on the date of personal delivery; or, if given by mail, 2 business days following the postmark date:

If to Elite:

Elite School Management, Inc.
5410 Fox Ridge Drive
West Bloomfield, Michigan 48322

With a copy to:

Reginald G. Dozier
Lewis & Munday, P.C.

220 W. Congress
Suite 500
Detroit, MI 48226

If to the Academy:

Board President
Detroit Service Learning Academy
21605 W. Seven Mile Road
Detroit, Michigan 48219

IMPORTANT: TIME-SENSITIVE NOTICE

With a copy to:

Joseph B. Urban
Kirk, Huth, Lange & Badalamenti
19500 Hall Road
Suite 100
Clinton Township, MI 48038

C. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

D. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

E. Entire Agreement. This Agreement, inclusive of appendices, attached hereto and made a part hereof constitute the entire agreement between the parties relating to the Services set forth herein and the compensation to be paid by the Academy to Elite for the performance of such Services. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and Elite on the subject matter hereof. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each Party and is consistent with the University Board's educational service provider policies and the Contract. The conditions of this Agreement extend to bind the subsidiaries, affiliates, successors and assigns of each party.

F. Assignment. This Agreement may not be assigned (a) by Elite, without prior consent of the Academy Board, in writing, which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of Elite, in writing, which consent shall not be unreasonably withheld. No assignment of this Agreement will be effective without prior notification to the University Charter School Office and compliance with the University Board's educational service provider policies and the Contract.

G. Amendment. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the University Board's educational service provider policies.

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

I. Non-Waiver. The failure of a party in exercising any right, power or privilege under this Agreement shall not affect such right, power or privilege under the terms of this Agreement nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which either party may otherwise have.

J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

K. No Third-Party Rights. This Agreement is made for the sole benefit of the Academy and Elite. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually, with any third person, third party beneficiary, fiduciary, or the University Board.

L. Survival of Termination. All representations, warranties, indemnities, and nondisclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

M. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to Elite any of the powers or authority of the Academy Board which are not subject to delegation by the Academy Board in accordance with all applicable laws. The parties agree to comply with all applicable laws and regulations.

N. Execution in Counterparts, Copies. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement. Photocopy, facsimile or other printable electronic copy of the signatures to this Agreement may be relied upon to the same extent as though the copy was an original.

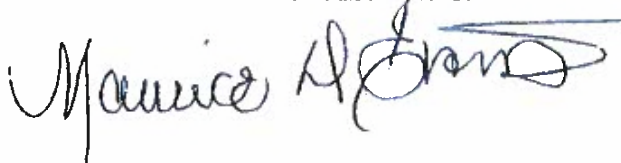
O. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

The parties have executed this Educational Service Provider Agreement as of July 1, 2026.

DETROIT SERVICE LEARNING
ACADEMY

A handwritten signature in blue ink, appearing to read "Orlando Woods".

ELITE SCHOOL MANAGEMENT, INC.

A handwritten signature in blue ink, appearing to read "Maurice H. Jones".



By: Orlando Woods
Its: President



By: Maurice Evans
Its: CIO

**APPENDIX A
TO
EDUCATIONAL SERVICE PROVIDER AGREEMENT**

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

I. EDUCATIONAL MANAGEMENT SERVICES TO BE PROVIDED BY ELITE

A. Elite shall implement the Educational Program (defined in Article I, Section B of the Agreement). Modification of the Educational Program may only occur with the prior written consent of the Academy Board and, if required, an amendment to the Contract which requires the University Board's approval.

B. Elite may perform functions other than instruction, including but not limited to purchasing, professional development, financial, human resources and administrative functions off-site (i.e., not on Academy property), unless prohibited by applicable laws. Financial, educational and student records pertaining to the Academy are Academy property and are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. Except as permitted under the Contract and applicable laws, rules and regulations, Elite shall not restrict the University's or the public's access to the Academy records.

C. Although the Academy Board will be responsible for establishing and implementing recruitment admission policies in accordance with the Educational Program and the Contract, Elite shall enroll students for the Academy in accordance with such policies provided that the policies are in compliance with the Contract and applicable laws, rules and regulations.

D. Elite shall provide students due process hearings in compliance with all applicable laws, rules and regulations to the extent consistent with the Academy's own obligations as to students only (and not as to Elite Worksite Employees or employees of the Academy, if any). The Academy Board retains the right to provide due process to students if desired and to the extent required by federal, state and local laws, rules and regulations.

E. Elite shall administer and provide the Educational Program in a manner which shall meet federal, state and local laws, rules and regulations and the Contract.

F. In order to supplement and enhance the State School Aid payments received from the State of Michigan, and improve the quality of education at the Academy, Elite will assist the Academy to obtain revenue from other sources (the "Funding Sources"), and in this regard:

1. The Academy and/or Elite (with Academy Board approval) may solicit grants and donations in the name of the Academy from various Funding Sources consistent with the mission of the Academy in furtherance of the Educational Program;

2. Elite (with Academy Board approval) may apply for and receive grant money in the name of the Academy from various Funding Sources in furtherance of the Educational Program;

3. To the extent permitted under the Code and Contract, and with the approval of the Academy Board, the Academy may charge fees to students for extra services, such as summer and after-school programs, athletics, and the like and charge non-Academy students who participate in such programs:

4. All funds, other consideration, or property purchased with such funds, received by the Academy, or Elite on behalf of the Academy, from such other revenue sources (generally, the "Additional Revenue") shall inure to, and be the deemed property of the Academy; and

5. Elite shall provide bimonthly reports to the Academy regarding any requests for grants, grant applications, grant receipts and grant administration on behalf of the Academy.

G. Elite may subcontract, with the prior written approval of the Academy Board, which approval shall not unreasonably be withheld, any and all aspects of the Services, including, but not limited to, food service, special education programs and services, transportation and the like; provided, however, that Elite shall not mark up any costs related to providing the Services. Elite's subcontracting of any Services to be performed or provided under the terms of this Agreement is subject to the University Board's approval to the extent required by the Contract and/or the University's educational service provider policies. The Academy shall pay for the cost of the Services subcontracted by Elite as set forth in Article IV, Paragraph D, Subparagraph 2 of the Agreement.

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

I. Elite shall timely provide reasonably requested or expected information to the Academy Board on a monthly basis, or upon the Academy Board's reasonable request, to enable the Academy Board to monitor Elite's performance under this Agreement

J. Elite shall implement pupil performance assessments and evaluations consistent with the Educational Program, the Contract and the State of Michigan required student assessments. Elite shall be responsible for and accountable to the Academy Board for the educational achievement and performance requirements of the Contract of students who attend the Academy and shall meet the educational performance requirements of the Contract. At a minimum, Elite shall utilize assessment strategies required by the Educational Program and the University Board. The Academy and Elite will cooperate in good faith to identify other measures of and goals for students and school performance.

K. Elite shall provide programs and services in compliance with federal, state and local laws, rules and regulations to any eligible student with a disability enrolled in the Academy. Elite may subcontract these services if it determines that it is necessary and appropriate for the provision of programs and services to any student with a disability enrolled in the Academy. Such programs and services shall be provided in a manner that complies with all applicable laws, rules and regulations. As set forth in Article IV of this Agreement, the Academy shall reimburse Elite for the costs and expenses of these programs and services.

II. BUSINESS/FINANCE SERVICES TO BE PROVIDED BY ELITE

A. Elite shall be directly accountable to the Academy Board for the administration, operation and performance of the Academy in accordance with the Contract and the Board-approved annual budget ("Budget"). Elite's authority and obligation to provide Services is expressly limited by the budget approved by the Academy Board pursuant to the terms of this Agreement. The Services shall be funded by the Academy's budget, and neither Elite nor the Academy shall expend Academy funds in excess of the amount set forth in the Academy budget, as amended from time to time.

B. Elite shall be responsible for all of the management, operation, administration and education at the Academy, which includes:

1. implementation and administration of the Educational Program, including administration of any and all extra-curricular and co-curricular activities and programs, and the selection and acquisition of instructional materials, equipment and supplies;
2. management of all personnel functions, including professional development for all instructional personnel and the personnel functions set forth in this Agreement for personnel/employees/ staff employed by Elite;
3. aspects of the business administration (as generally understood in the industry) of the Academy as agreed between Elite and the Academy Board;
4. any function necessary or expedient for the administration of the Academy consistent with the Educational Program, or otherwise approved by the Academy Board.

C. Elite shall retain financial, educational and student records relating to the Academy in compliance with controlling law, including the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232(g), the Record Retention and Disposal Schedule for Michigan Public Schools, Bulletin 522 as amended, and subject to the provisions of the Michigan Freedom of Information Act. All Academy records must be physically or electronically available, upon request, at the Academy's physical facilities. Finance and other records of Elite related to the Academy will be made available to the Academy, to the Academy's independent auditor and to the Authorizer upon request.

D. Elite shall:

1. Provide to the Academy Board a projected annual budget that complies with applicable law (including, without limitation, the UBBA, the RMFA, the BHLGA), and Generally Accepted Accounting Principles (GAAP), before May 1st of each school fiscal year, related to the Services in accordance with the Contract and the Educational Program that shall include anticipated revenues and projected expenses and costs reasonably associated with the management and operation of the Academy and the Educational Program, including but not limited to, the projected cost of all Services and Educational Programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy;

2. Provide to the Academy Board detailed monthly statements (not more than thirty (30) days after month's end and not less than five (5) working days prior to the Academy Board meeting at which the information will be presented and discussed) that include a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances, if any; and a cash flow statement. The statements shall include all revenues received from whatever source with respect to the Academy, and detailed budgets with statements of all direct expenditures for the Services rendered to or on behalf of the Academy;

3. Facilitate the annual audit in compliance with applicable laws, rules and regulations showing the manner in which funds are spent for the Academy. However, the Academy, and not Elite, shall select, retain and evaluate or replace the independent auditor. The Academy shall contract directly with any independent auditor of its choice, and Elite will cooperate with the production of any and all documents necessary for the audit of the Academy. Any such audit and audit materials shall be the property of the Academy; and

4. Provide to the Academy Board other information as reasonably requested by the Academy Board to enable the Academy Board to monitor the Academy and Elite's performance under the Agreement.

Prior to presenting recommended Budget and Finance Information to the Academy Board, Elite (through the Elite employee designated to assist the Academy Board's Chief Administrative Officer) shall present Budget and Finance Information to the Academy Board Treasurer for review and discussion on a timeline that allows for proper consideration of the Budget and Finance Information first by the Academy Board Treasurer and then by the Academy Board.

E. At least annually, Elite shall provide to the Academy Board the following information to ensure that the Academy can comply with its statutory reporting requirements, including, but not limited to, MCL 380.553c and MCL 388.1618 and the following:

1. Each health care benefit plan, including, but not limited to, medical, dental, vision, disability, long-term care, or any other type of benefits that would constitute health care services, offered to any individual assigned to work at the Academy.
2. The Academy audit report conducted for the most recent fiscal year for which it is available.
3. The bids required under section 5 of the public employee health benefits act. 2007 PA 106, MCL 124.75.
4. The total salary and a description and cost of each fringe benefit included in the compensation package for each employee of the district whose salary exceeds \$100,000.00.
5. The annual amount spent on dues paid to associations.
6. The annual amount spent on lobbying or lobbying services. As used in this paragraph, “lobbying” means that term as defined in section 5 of 1978 PA 472, MCL 4.415.
7. All of the same information that a school district is required to disclose under section 18(2) of the State School Aid Act, MCL 388.1618, for the most recent school fiscal year for which that information is available, and make all of such information available through a link on the Academy’s website homepage, in a form and manner prescribed by the Michigan Department of Education.

F. Access to Records. Elite shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of Elite and retain all such records in accordance with the Record Retention and Disposal Schedule for Michigan Public Schools, Bulletin 522, as amended. Elite and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by applicable law. All Academy financial records retained by Elite shall be subject to the provisions of the Michigan Freedom of Information Act. Elite shall make information concerning the operation and management of the Academy, including, but not limited to, information in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract.

G. Maintenance of Financial Accounts. The Academy Board will maintain one or more bank accounts for the receipt of funds from the State of Michigan or otherwise for the operation of the Academy (“Academy Accounts”), for which the signatories shall only be

Academy Board members properly designated annually by resolution of the Academy Board. Interest income earned on Academy depository accounts shall accrue to the Academy.

Elite will maintain a bank account solely to maintain funds for the operation of the Academy ("Academy Trust Account"), and no Elite corporate funds may be maintained in the Academy Trust Account. Only Elite agents will be authorized signatories to the Academy Trust Account, and no Academy Board agent may be a signatory to the Academy Trust Account. The Academy and Elite will coordinate efforts to have funds transferred by wire transfer or other means from Academy Accounts to the Academy Trust Account to enable Elite to draw funds from the Academy Trust Account to fund school operations consistent with the approved budget, as amended. The Academy's payment of the Annual Management Fee and Additional Compensation shall be made to Elite's corporate accounts and not the Academy Trust Account. The funds held on deposit by Elite in the Academy Trust Account will be Academy property, and Elite will make the account records for the Academy Trust Account available immediately on request by the Academy. The interest income earned on the Academy Trust Account shall accrue to the Academy.

III. HUMAN RESOURCES SERVICES TO BE PROVIDED BY ELITE

A. Elite will include in the proposed Academy budget, recommended staffing levels, and shall recruit, select, hire, supervise, train, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Educational Program.

B. Elite will provide such teachers, qualified in the applicable grade levels and subjects approved by the Academy Board and consistent with the Contract as needed to properly staff the Academy. Elite shall ensure that the curriculum taught by the Academy's teachers is the curriculum set forth in the Contract. The teachers may provide instruction at the Academy on a full or part time basis. Teachers assigned to the Academy on a part-time basis may also provide instruction at another institution. Each teacher assigned or retained to the Academy must hold a valid teaching certificate issued by the State Board of Education under the Code, to the extent required under the Code and all other requirements as established by the Michigan Department of Education, the University Board, and state and federal laws, rules and regulations.

C. Elite shall work to provide the Services to the Academy under this Agreement with support staff, qualified and licensed, if any, in the areas required. The parties anticipate that such support staff may include, for example, clerical staff, administrative assistants and director, bookkeeping staff and maintenance personnel.

D. Elite will pay its portion of social security, Medicare, federal and unemployment insurance contributions, and any other payroll taxes required by law to be paid on behalf of its employees assigned to work at or on behalf of the Academy. Elite accepts full liability for benefits, wages, workers' disability compensation, federal and state unemployment insurance, and liability insurance for employees assigned to work at or on behalf of the Academy or working on Academy operations. Unless required by applicable laws, Elite shall not make payments to the Michigan

Public School Employees' Retirement System or any other public retirement system on behalf of its employees.

E. Elite will be responsible for all necessary employee pension and welfare benefit plan requirements as required by law.

F. Criminal Background Checks. Elite and the Academy acknowledge and agree that all Elite employees, staff, contractors, sub-contractors, agents and representatives assigned to work at or on behalf of the Academy, or any other personnel provided by Elite to the Academy shall be in compliance with all federal, state and local laws, rules and regulations, that pertain to contracted employees, agents or representatives, including, but not limited to: Criminal History Record Information ("CHRI") and criminal background checks as required by Michigan statutes, including but not limited to: MCL 380.1230, 1230a, 1230b and related provisions of the Code, the requirements of the Michigan Department of Education and the Michigan State Police, through the Michigan State Police Criminal History Internet Subscription Services ("CHRIS"), or other similar program required by federal, state and/or local laws, rules or regulations. The Academy shall authorize Elite to designate an Authorized Recipient or other authorized individual to conduct criminal history record information and criminal background checks on all Elite Worksite Employees, staff, contractors, sub-contractors, agents, or representatives assigned to work at or on behalf of the Academy, and all temporary, substitute or third-party contractors or sub-contractors regularly and continuously assigned to work under contract at the Academy, as required by law.

Elite agrees that it shall not assign any of its officers, directors, employees, administrators, agents, representatives or other individuals to perform any Services under this Agreement except as permitted under sections MCL 380.1230, 1230a, 1230b and related provisions of the Code pertaining to criminal history record information checks and criminal background checks. Elite shall require that the Authorized Recipient receive, review and use (subject to the required verification process) and advise Elite whether an individual may be hired by Elite to work at or on behalf of the Academy in accordance with the federal, state and local laws, rules and regulations. The Authorized Recipient shall maintain the confidentiality of the results of the criminal history record information and criminal background check and keep such information locked and inaccessible to any person other than the Authorized Recipient or other authorized individual as required by applicable laws, rules and regulations. The Authorized Recipient may only divulge such confidential information as permitted by federal and state laws, rules and regulations.

G. Unprofessional Conduct Checks. Elite shall ensure that each employee assigned to work at or on behalf of the Academy, and any other officer, director, employee, contractor, subcontractor, agent or representative shall be subject to an unprofessional conduct check required by MCL 380.1230b and any other applicable federal and state laws, rules and regulations. Elite employees and any other individuals assigned to work at or on behalf of the Academy shall not be assigned to work at the Academy until the requirements of the applicable federal, state and/or local laws, rules and regulations have been satisfied.

APPENDIX B PERFORMANCE STANDARDS

Early Termination Based on Failure to Meet Educational Standards. Elite's failure, in any school year during the Term, to meet any one or more of the standards relating to its operation of the Academy set forth below, may be a basis for termination of this Agreement.

A. Elite will adhere to the following measurable progress toward the educational goals identified in the schedule and in accordance with the University Charter School Office.

The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. "The standards for renewal shall include **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 renew the contract**" - LSSU **Renewal Contract Requirements**



NWEA/MAP

Elite will be required to administer the Northwest Evaluation Association ("NWEA") assessment three (3) times a year as a final measure of achievement. It is expected that sixty-five (65%) percent of all students enrolled for at least three (3) consecutive years will meet their growth targets as normed by NWEA. In addition, a minimum of fifty (50%) percent of all students enrolled at the school for at least three (3) consecutive years will be performing on or above grade level in both reading and mathematics.

Student Progress Over Time:

Goals	Measures	Metrics	Targets
All students enrolled at the Academy will perform at or above grade level	NWEA mathematics and language usage assessments	The National Percentile Ranking (NPR) of students in grades 3 through 8 in Reading and Math	The average percentile rank for the cohort of student enrolled for the three or more years will be at or above 50%.
All students will increase their academic achievement.	Value-added analysis scores from NWEA	The percentage of student that exceed fall to spring Measures of Academic Progress ("MAP") growth on the NWEA mathematics and reading assessment	DSL A will be in the 65 th percentile or higher of schools nationally as measured by the MAP growth on the NWEA

MEAP/Smarterbalance

In accordance to state criteria assessments guidelines, the school will be required to meet/or exceed the state progressive targets as determined by the state of Michigan in all subject areas. reading, mathematics, science and social studies.

Goals	Measures	Metrics	Targets
All students enrolled at the Academy will meet Michigan's proficiency standards.	Michigan Education Assessment Program (MEAP) MEAP Performance Level Change	Percentage of students proficient in grades tested, in mathematics, reading, science and social studies, which are enrolled at the Academy in at least their third consecutive year.	At minimum, the percent proficient of students enrolled at the Academy in at least their third consecutive year shall not be lower than 75.

		Percentage of students in grades 3 through 8, who are enrolled in at least their third consecutive year, who maintain, improve or significantly improve their MEAP Performance Level.	The percentage of students enrolled in at least third consecutive year maintaining, increasing and significantly increasing their MEAP Performance Level is equal to, or greater than, that percentage of students statewide
		Percentage of student's proficient on the MEAP in all subjects in all grades tested.	The percentage of students proficient on the MEAP in all subjects in all grades tested each year will, in 50% or more the grades exceed the average percentage proficient in the Detroit Public School District

An average daily attendance rate of 92.5%:

APPENDIX C

INSURANCE COVERAGES REQUIRED TO BE MAINTAINED

The Academy and Elite will each maintain at all times the following insurance coverages:

1. **General Liability Insurance.** The Academy and Elite shall each maintain separate comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate against bodily injury and property damage caused by the Academy's or Elite's (whichever party is responsible) operations and activities on the Academy's premises or operations and activities conducted off premises related to the operations of the Academy. Each policy shall include blanket contractual liability and personal injury coverage. Such policies shall also include sexual abuse and molestation coverage. The Academy shall name Elite and Lake Superior State University ("LSSU") as an additional insured on its policy with thirty (30) days written notice of cancellation or material change. Elite shall name the Academy and LSSU as an additional insured on its policy with thirty (30) days written notice of cancellation or material change.
2. **Professional Liability/Errors and Omissions Insurance.** The Academy and Elite shall each obtain professional liability and Errors and Omissions insurance for Directors and Officers (including Academy Board of Directors and its officer, directors and individual Board members in their official capacities) and School Leaders in the amount of One Million Dollars (\$1,000,000.00 per occurrence; Three Million Dollars (\$3,000,000.00) aggregate. Elite and LSSU shall be named as an additional insured on the Academy's policy with thirty (30) days written notice of cancellation or material change. The Academy and LSSU will be named as an additional insured on Elite's policy with thirty (30) days written notice of cancellation or material change.
3. **Umbrella Policy.** The Academy and Elite shall each obtain an umbrella policy in the amount of Five Million Dollars (\$5,000,000.00). Elite and LSSU shall be named as an additional insured on its policy with thirty (30) days written notice of cancellation or material change. The Academy and LSSU shall be named as an additional insured on its policy with thirty (30) days written notice of cancellation or material change.
4. **Employment Practices Liability/Sexual Molestation/Sexual Abuse Coverage.** The Academy, Elite and any contractor or sub-contractor of the Academy or Elite shall obtain and maintain an employment practices liability insurance for its employees (if any) and a sexual molestation/sexual abuse policy of insurance covering students in an amount required by M.U.S.I.C. and the Contract with a minimum of One Million Dollars (\$1,000,000.00) per claim/aggregate (claims made or occurrence form).
5. **Crimes of Dishonesty.** The Academy, Elite and any contractor or sub-contractor of the Academy or Elite shall each obtain a policy of insurance which covers crimes including employee dishonesty as required by M.U.S.I.C. and the Contract with a minimum amount of Five Hundred Thousand Dollars (\$500,000.00).

6. Motorist Insurance. The Academy and Elite shall each maintain separate motor vehicle liability insurance as required by M.U.S.I.C. and the Contract, in the event an Elite Worksite Employee, officer, director, agent, representative, contractor or sub-contractor or an Academy officer, director, board member, employee (if any), contractor or sub-contractor operates an Academy or Elite owned or non-owned vehicle in the performance of a function for the Academy or Elite on behalf of the Academy. The Academy and Elite will each purchase a policy of insurance for injury and property with a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence. Each policy shall also include uninsured motorist coverage with limits of no less than One-Hundred Thousand Dollars (\$100,000.00), respectively. In states such as Michigan where "no-fault" insurance laws apply, equivalent personal injury and property damage coverage shall be included in each policy. The Academy and Elite shall each issue a Certificate of Insurance providing for not less than thirty (30) days advance written notice of cancellation or material changes of the policies of insurance. This coverage period shall survive termination of this Agreement.

7. Workers' Disability Compensation Coverage. As set forth in Article VIII, Paragraph D of the Agreement, the Academy and Elite shall each maintain workers' disability compensation insurance, as required by state law, covering their respective employees, if any, and Employers' Liability Insurance with a minimum of One Million Dollars (\$1,000,000).

8. Property Insurance. Elite shall obtain property insurance on behalf of the Academy covering all of the Academy's real and personal property, whether owned or leased, consistent with the requirements of the Contract.

APPENDIX D

DATA BREACH RESPONSE PLAN

A. Security and Data Breach Policy for Elite School Management, Inc. Contracted Worksite Employees

Security and Data Breaches.

Elite School Management, Inc. (“ELITE”) shall promptly report to the Academy Board, no later than the second business day following confirmed discovery reported directly to Elite, any use or disclosure of personally identifiable information from the Academy’s records, student educational records, the records of Elite or third-party contracted staffing company regarding contracted staff assigned to work at or on behalf of the Academy (hereinafter “Worksite Employees”), or other information not suitable for public release [collectively, Covered Data or Information (“CDI”)] that is not authorized by this Agreement or Applicable Law. Elite agrees to promptly undertake to identify (i) the nature of the unauthorized use or disclosure; (ii) the CDI used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Elite has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (v) whether, and if so, on what grounds, Elite has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this State; and (vi) what corrective action Elite has taken or shall take to prevent future similar unauthorized use of disclosure. Elite shall provide such other information as reasonably requested by the Academy Board. Elite shall take appropriate action in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

Elite shall (i) provide the Worksite Employee with the name and contact information of the primary security contact who shall be available to assist the Worksite Employee in resolving obligations associated with a Security Breach; (ii) notify the Worksite Employee of a Security Breach as soon as practicable; and (iii) notify the Worksite Employee of any Security Breaches by telephone and by contacting Elite at (248) 595-8773 or by emailing the Worksite Employee, directly, with a read receipt, with an email copy to drobinson@eliteschoolmanagement.com.

Immediately following Elite School Management’s notification to a Worksite Employee of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Elite School Management agrees to cooperate reasonably with Worksite Employees in the Worksite Employee’s handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Worksite Employee with physical access to the facilities and operations affected; (iii) facilitating interviews with Worksite Employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable laws, rules, regulations, industry standards or as otherwise reasonably required by the Worksite employee.

Data Breach Response Plan Applicable to the Academy and Elite.

No later than the second business day following confirmed discovery of a data breach reported

directly to Elite or the Academy or any use or disclosure of personally identifiable information from the Academy's records, student educational records, the records of Elite or third-party contracted staffing company regarding contracted staff assigned to work at or on behalf of the Academy (hereinafter "Worksite Employees"), or other information not suitable for public release [collectively, Covered Data or Information ("CDI")] that is not authorized by this Agreement or Applicable Law, the Academy and/or Elite shall notify the other of the reported security or data breach. The Academy and Elite shall undertake the requirements set forth in this Data Breach Response Plan.

I. Definitions

The following terms are defined in this Data Breach Response Plan as follows:

Crisis Team: The Elite Team responsible for responding and remediating Cyber Incidents, which shall include an Academy appointed Board member and Academy legal counsel.

Cyber Incident: A potential, actual or threat of a cyber-attack that could result in a Data Breach or other harmful effects to the academy data and technology platforms.

Data Breach: Sensitive, protected or confidential information that is copied, transmitted, viewed, stolen or used by an individual unauthorized to do so.

External Notification: Notification of threat or actual Data Breach to external stakeholders.

Personally Identifiable Information ("PII"): Any Student information that can be used to distinguish or trace an individual's identity either directly or indirectly through linkages with other information. For example, a student's name, date of birth or identification number.

Response Plan: The plan developed by the Crisis Team to investigate and remediate the Cyber Incident or Data Breach.

Response Report: A cumulative report of actions taken by the Crisis Team to address any threat or actual Cyber Incident.

II. Initial Response

All staff assigned to work at or on behalf of the Academy (Worksite Employees) who suspect, question, believe or witness a Cyber Incident or Data Breach shall immediately inform the Head of School [School Leader] and report the cause of their suspicion or evidence of the Cyber Incident or Data Breach. The Head of School [School Leader] shall immediately contact the following:

- Elite School Management, Inc.-Maurice Evans-President/CEO
- Elite School Management, Inc.- IT Support
- Email Breaches-Elite School Management and (248) 595-8773 or by emailing Worksite Employee with a read receipt, with a copy by email to drobinson@eliteschoolmanagement.com with a copy to the Elite President

The Elite President/CEO shall immediately contact the Academy Board President of the data breach and advise of same.

The Crisis Team

The Crisis Team members shall consist of the following individuals:

- President/CEO of Elite
- Head of School/School Leader assigned to work at the Academy or his/her designee
- Elite Legal Counsel
- Head of IT and IT Support Staff
- Senior Director of Information Security
- Chief Information Officer
- Director of Information Technology
- HR/Personnel Director
- Academy Board President or his/her designee
- Academy Legal Counsel

Elite and the Academy may agree to change, alter, remove or add members to the Crisis Team as reasonably necessary.

The following are possible Cyber Incidents that may result in a Data Breach:

- Phishing Attack: Email or other messages intended to deceive the recipient by formatting the message to give the impression that the message is a legitimate and persuade the recipient to engage a link within the message which allows the sender access sensitive information.
- Fraud: Internet fraud is the use of Internet services or software with Internet access to defraud victims or to otherwise take advantage of them.
- DDoS: A DDoS or Distributed Denial of Service incident is a DDoS attack that is not fully blocked by Elite's automated DDoS protection mechanisms and results in some degree of system availability degradation.
- Malware/Ransomware: Malicious software that is intended to damage or disable computers and computer systems. Sometimes scare tactics are used by the perpetrators to solicit funds or information from victims.

- C actor to gain unauthorized access to Elite and/or the Staffing Company's system(s). If detected in an early stage, the attacker may have established a foothold and begun process of identifying internal targets. In later stages the malicious actor could acquire control of high-level accounts and exfiltrated sensitive information.

III **Response to Cyber Incident**

The Crisis Response Team shall work to:

- Understand the nature and duration of the possible Cyber Incident;
- Coordinate with internal functions in an attempt to resolve the Cyber Incident;
- Develop a response plan, if necessary;
- Engage with external resources as necessary, including outside legal counsel; IT consultants and the like to address the Cyber Incident
- Draft a response report to any Cyber Incident; and
- Ensure a response is provided to the individual raising the concern.

The Crisis Team may take the following additional steps (or other steps, as these are only illustrative lists and not comprehensive or authoritative) after a Cyber Incident is reported to Elite:

IT

characteristics – performance, availability, data integrity, data confidentiality; classify incident severity.

- **D** Notify the Academy Board and the Academy Board's legal counsel of all Data Breaches as soon as possible. The Academy Board will work closely with the Crisis Team to implement the response plan.
- **I** Implement defensive actions, as available and necessary, to contain and/or restore normal performance levels at the Academy.
- **M** Monitor impacted systems for restoration to normal performance level at the Academy.
- **M** Manage asset recovery and preservation.
- **R** Review previous audits of systems to identify potential issue.

t
h
e
c
u
r
r
e
n
t
a
n
d
p
o
t
e
n
t
i
a
l
i
n
c
i
d
e
n
t
c
h
a
r
a

Facilities

- As directed by the Crisis Team, help collect any evidence at the physical offices or properties of the Academy (i.e. security footage, building access records, etc.).

Human Resources

- The Crisis Team will coordinate with the Director of Human Resources/Personnel if any Worksite Employees' data is compromised.
- Inform Worksite Employees of the security or data breach in accordance with the Elite Worksite Employee Data Breach Plan.

Legal

- The Academy Legal Counsel and Elite Legal Counsel shall work with the Crisis Team to determine if retention of an outside incident response firm, IT expert or consultants, public relations firm and/or other legal counsel or professionals are necessary or appropriate.
- The Academy Legal Counsel and Elite Legal Counsel shall assist the Crisis Team in identifying and implementing any requirements or recommendations for government, individual and law enforcement notifications.
- The Academy Board President in consultation with its Legal Counsel, if desired, shall review and approve all communications and shall approve all expenses the Academy shall be obligated to pay.

IV. External Notification

When Notifications may be required:

1. **Law Enforcement.** The Crisis Team shall notify law enforcement when it is believed that the Cyber Incident has led to the potential or actual commitment of a crime or violation of local, state or federal law.
2. **Government Agencies.** The Crisis Team shall notify any applicable government agency required by law, including but not limited to the Department of Education, the Michigan Department of Education and the Family Policy Compliance Office (FPCO) of any actual Data Breach involving student data that includes Personally Identifiable Information ("PII").
3. **Individuals.** The Crisis Team shall evaluate if any PII was stolen, viewed, copied or removed during the Data Breach. If the Crisis Team's evaluation determines that PII was compromised during the Data Breach, they may notify the individuals whose data was compromised.

Notification Template

If the Crisis Team determines that external communications or notifications are necessary, either in their own discretion or required by applicable law, the following format is a template to drafting external notifications:

[Date]

[Addressee]

Re: NOTICE OF DATA BREACH

The Academy recently became aware that some data may have been compromised in a recent cyber incident on [Insert Date Data Breach was discovered]. We are actively investigating and remediating this incident. Protecting our student and contracted staff information is one of our highest priorities.

Based on what we are aware of at this moment the following data may have been compromised:

[Insert compromised data information]

We are currently [Insert steps taken to by Response Plan to mitigate Data Breach]

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

Physical Plant

	<u>Page</u>
Physical Plant Description	6-1
Tab A - Detroit Service Learning Academy Campus.....	6-4
Floor Plan.....	6-5
Site Plan	6-9
Certificates of Occupancy	6-10
Tab B - Redford Service Learning Academy Campus	6-12
Floor Plan.....	6-13
Site Plan	6-14
Certificate of Occupancy	6-15
Tab C – Oak Park Service Learning Academy Campus.....	6-16
Floor Plan.....	6-17
Site Plan	6-18
Certificate of Occupancy	6-19
Lease Agreement	6-20
Addendum No. 1 to Lease Agreement.....	6-50
Addendum No. 2 to Lease Agreement.....	6-53
Addendum No. 3 to Lease Agreement.....	6-55

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the “Proposed Site”) of Detroit Service Learning (“Academy”) is as follows:

Address: 21605 West 7 Mile Road
Detroit, MI 48219

Description: The property is a 71,320 square foot facility. The space includes 36 classrooms and additional rooms for music, art, Life Skills, technology, Achievers Academy (Special education), a media center, cafeteria and office spaces.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre-kindergarten through eighth grade.

Name of School District and Intermediate School District:

Local: Detroit Public Schools
ISD: Wayne RESA

Address: 21775 West 7 Mile Road
Detroit, MI 48219

Description: The building is approximately 24,000 square feet. The building includes 16 classrooms.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre-kindergarten through eighth grade.

Name of School District and Intermediate School District:

Local: Detroit Public Schools
ISD: Wayne RESA

Address: 25490 Grand River Ave.
Redford, MI 48239

Description: The building is 64,665 square feet with a total of 25 classrooms, a gymnasium, dinning/media center, conference room, 5 administrative offices spaces, and other various spaces. The property site is 6.77 acres, including 178 parking spaces.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre-kindergarten through eighth grade.

Name of School District and Intermediate School District:

Local: Redford Public Schools

ISD: Wayne RESA

Address: 21700 Marlow Street
Oak Park, MI 48237

Description: The building is approximately 51,047 square feet with a total of 26 classrooms, a gymnasium, dinning/media center, offices space, and other various spaces. The property site is on 2.0 acres, including parking spaces.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre-kindergarten through eighth grade.

Name of School District and Intermediate School District:

Local: Oak Park Schools

ISD: Oakland Schools

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

- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

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

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board

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

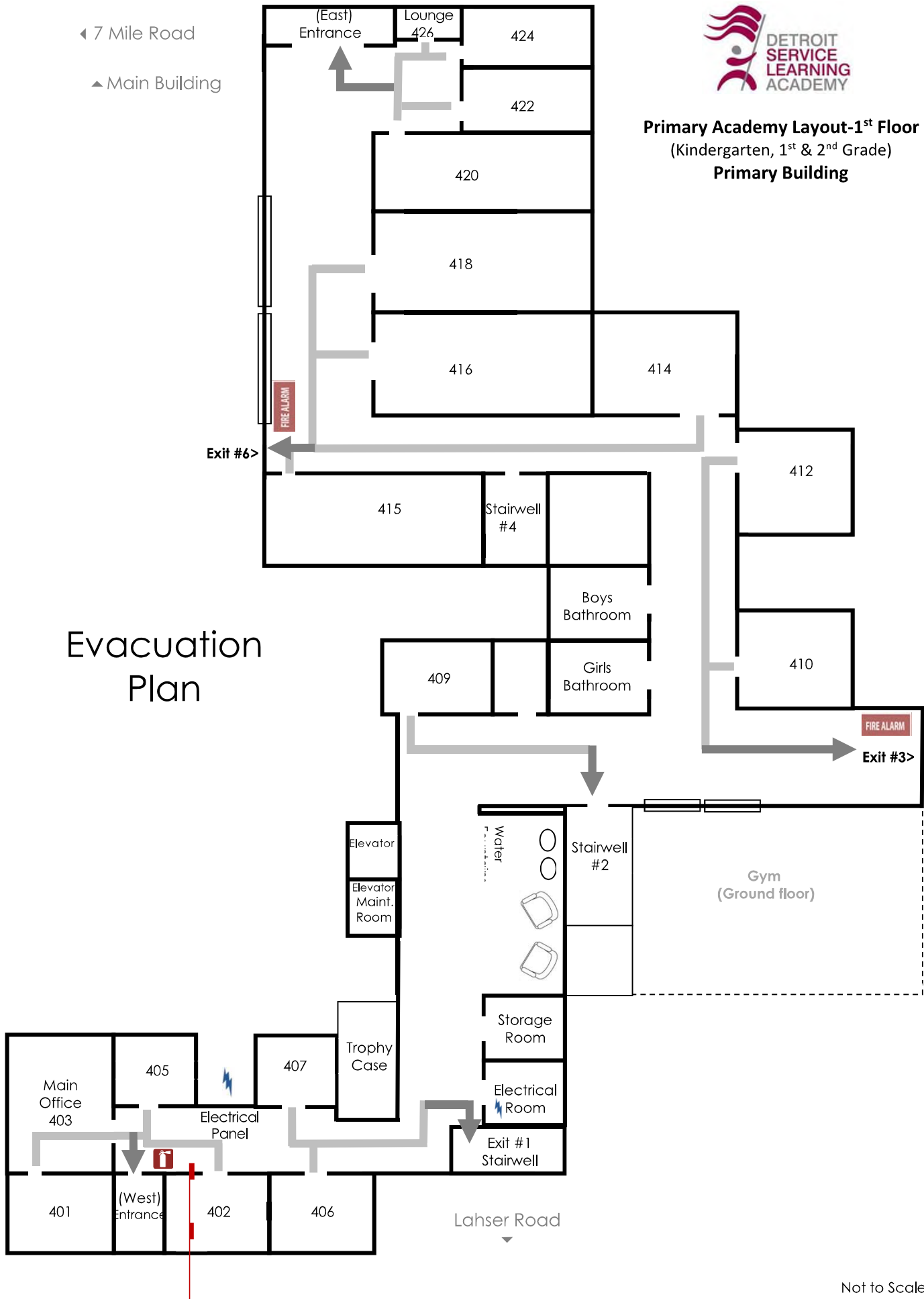
6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions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

TAB A – Detroit Service Learning Academy Campus

◀ 7 Mile Road
▲ Main Building



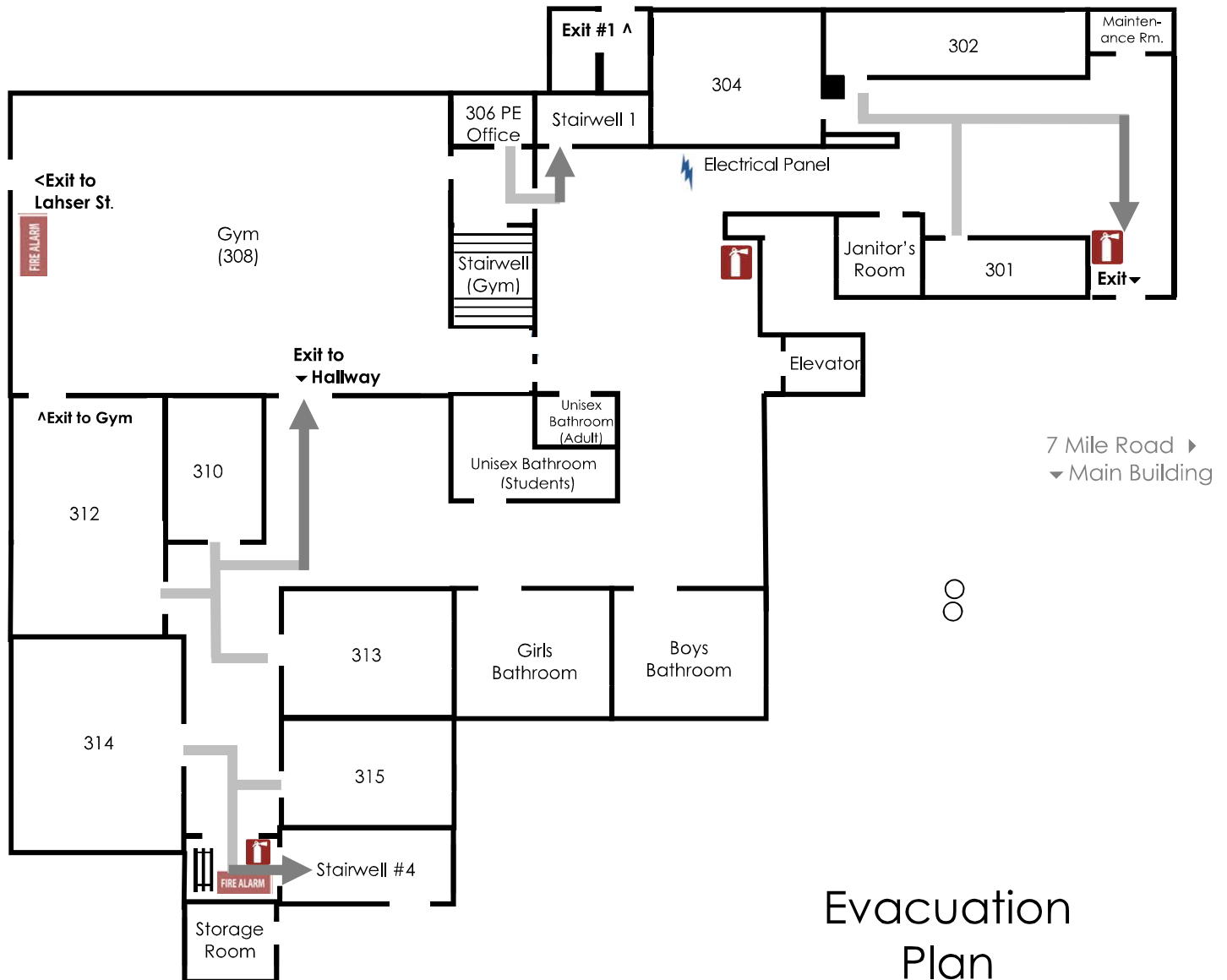
Primary Academy Layout-1st Floor
(Kindergarten, 1st & 2nd Grade)
Primary Building



Evacuation
Plan

Not to Scale

Primary Academy Layout-Lower Level
(2nd Grade)

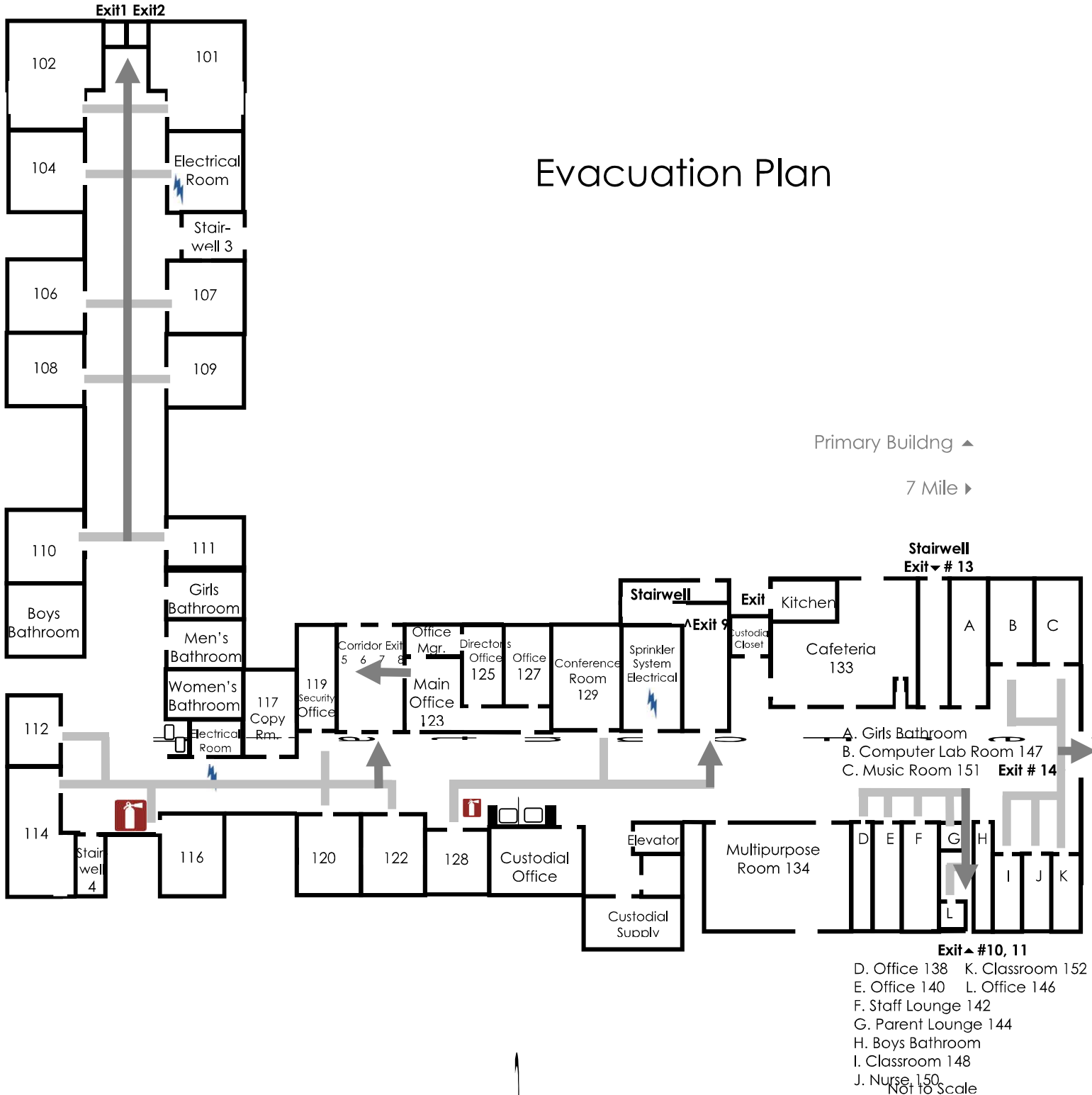




Main Building Layout-First Floor (Elementary Academy, Grades 3-5)

▲ Lahser/Playground

Evacuation Plan

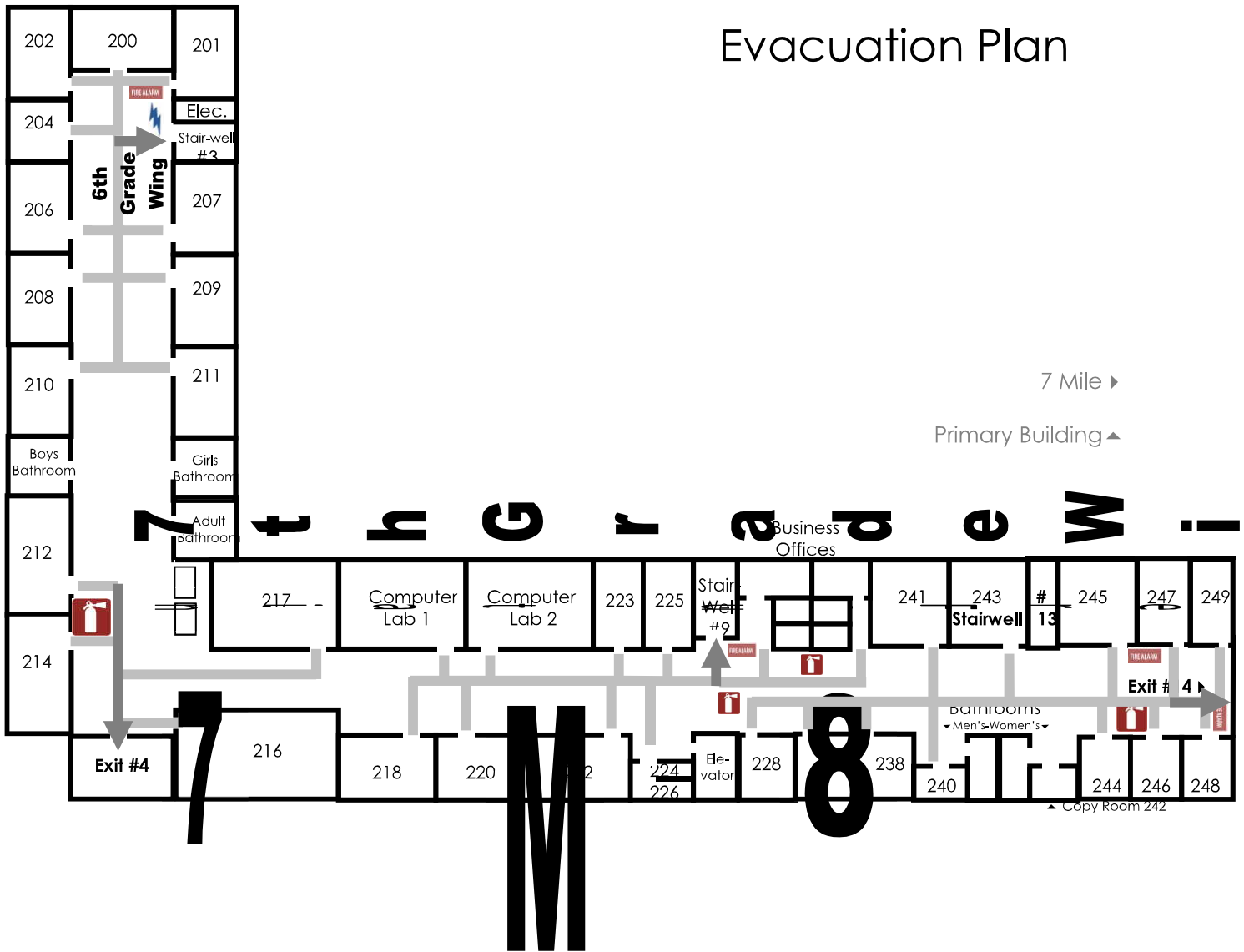




Main Building Layout-Second Floor
(Junior Academy, Grades 6-8)

▲ Lahser/Playground

Evacuation Plan



Not to Scale

Detroit Service Learning Academy Campus

21605 West 7 Mile Road, Detroit, MI 48219 and 21775 West 7 Mile Road, Detroit, Michigan



CORRECTED
CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

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

Building Permit No. B028764
Detroit Service Learning Academy
21755 W 7 Mile Road
Detroit, Michigan
Wayne County

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

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



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

January 26, 2010

CERTIFICATE OF USE AND OCCUPANCY

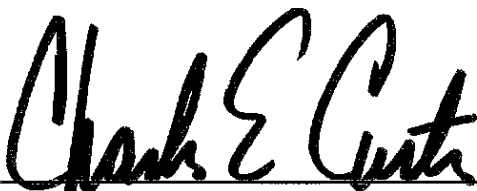
PERMANENT

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

**Building Permit No. B028764
Detroit Service Learning Academy
21605 W 7 Mile Road
Detroit, Michigan
Wayne County**

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

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



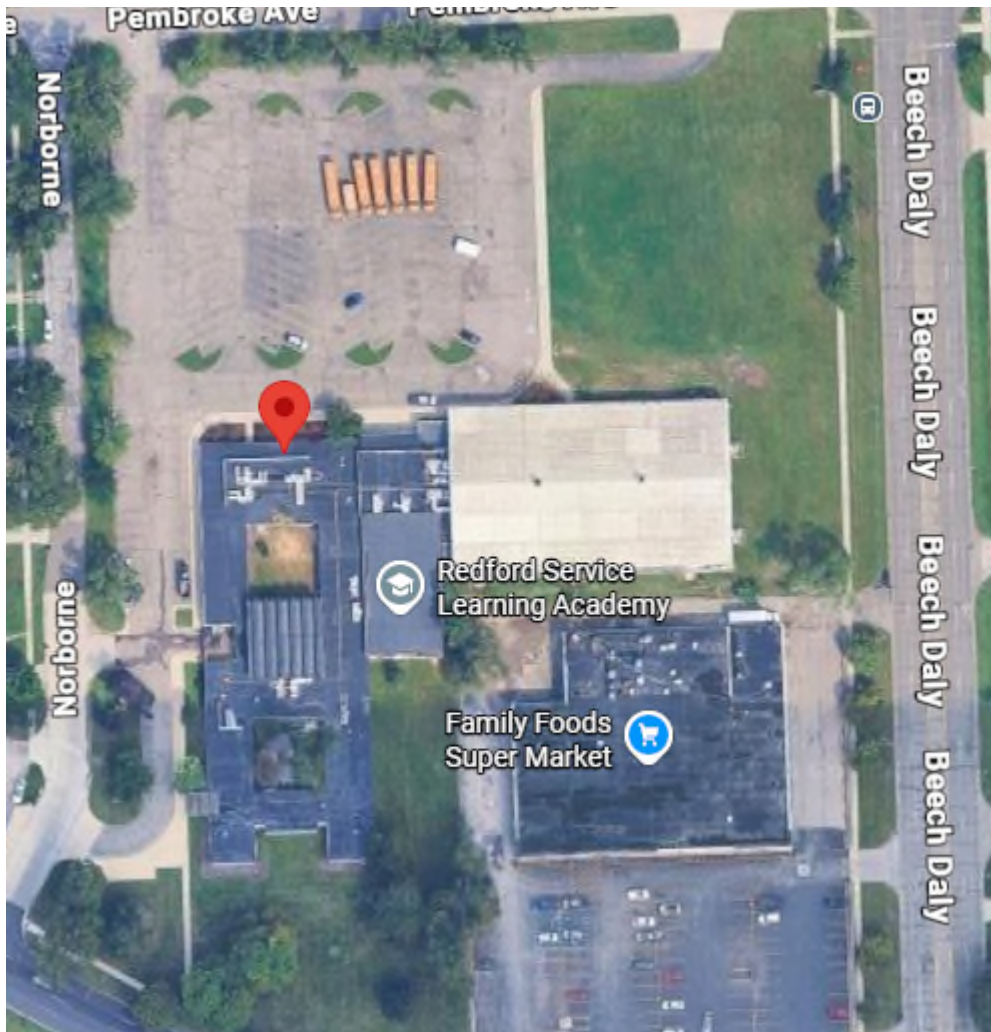
**Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division**

January 26, 2010

**RECEIVED BY
RECEIVED BY
JC BEAL CONSTRUCTION
JC BEAL CONSTRUCTION**

TAB B – Redford Service Learning Academy Campus

Redford Service Learning Academy
25940 Grand River Ave, Redford, MI 48239



CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Section

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

517-241-9313

Building Permit No: BLDG23-00061

25940 GRAND RIVER AVE

REDFORD, MI 48240

COUNTY: WAYNE

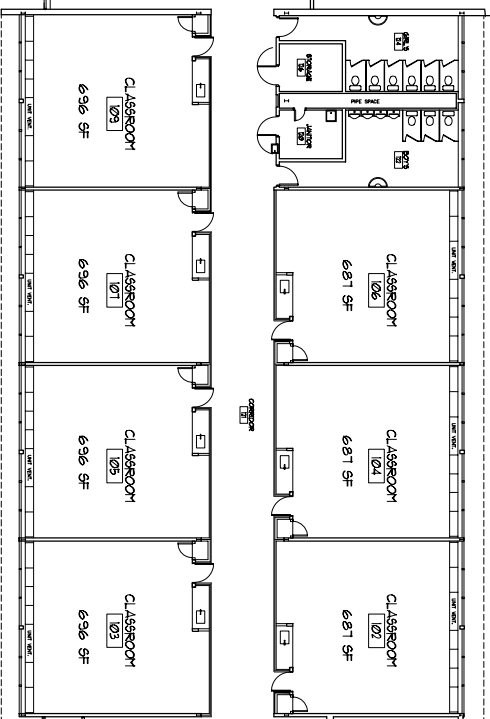
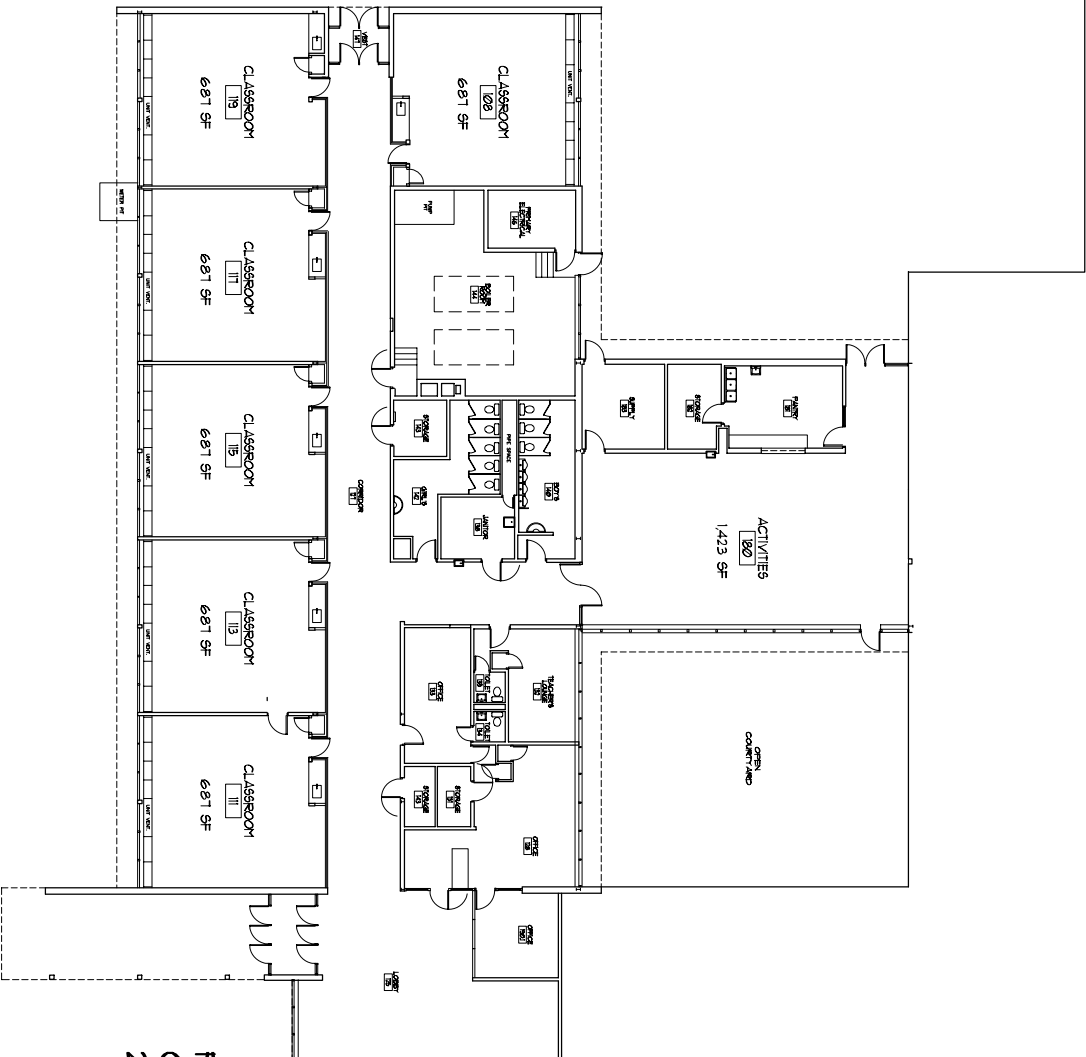
The above named building of Use Group E, Education and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTION 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: 08/20/2025

TAB C – Oak Park Service Learning Academy Campus

PHASE 2



PROPOSED
OAK PARK SERVICE LEARNING AC
2100 MARLOW - OAK PARK

PHASE 1 = 25,013 GSF

FLOORPLAN



MARCH 21, 2019

0 2 4 8 16 32

Oak Park Service Learning Academy
21700 Marlow St. Oak Park Michigan, 48237



CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Section

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

517-241-9313

Building Permit No: BLDG25-00283

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 SECTION 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: 05/19/2025

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereafter "Lease"), is made this 27 day of June, 2019, by and between **HARPER GLOBAL ENTERPRISES, LLC.**, a Michigan limited liability company, whose address is 79 Kercheval Road, Grosse Pointe Farms, Michigan, 48236, the Lessor hereinafter designated as the "**Landlord**," and **DETROIT SERVICE LEARNING ACADEMY**, a Michigan nonprofit Corporation organized and operated in accordance with Part 6E of the Revised School Code (the "Code"), the Lessee, hereinafter designated as the "**Tenant**" with respect to the Leased Premises as defined below. The Landlord and Tenant may each be referred to as a "Party" or "the Parties."

WITNESSETH:

In consideration of the covenants, conditions and agreements to be performed, Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord the following described premises consisting of a school building and real property situated in the City of Oak Park, County of Oakland and State of Michigan, commonly known as 21700 Marlow Street, Oak Park, Michigan (the "Premises"), and as more particularly described on the attached **Exhibit A** as "Phase I" (herein called the "**Leased Premises**"). Tenant is aware that Tenant is not leasing the entire property owned by Landlord at 21700 Marlow Street. The building is divided into two phases and the Tenant is only leasing Phase I. The area that Tenant is leasing and the external areas to which Tenant has access and has maintenance responsibilities are more fully described and illustrated on **Exhibit A**. Tenant shall have rights of ingress and egress to all property which comprises the Leased Premises described on Exhibit A. Tenant shall have full and exclusive occupancy of the areas described on Exhibit A.

Tenant shall enjoy an option to purchase the full Premises pursuant to the Option to Purchase included as Exhibit B and may record a memorandum of lease to put all third parties on notice of the terms herein.

1. **Term.** The term of this Lease shall commence on July 1, 2019, and terminate on June 30, 2021, subject to the Leased Premises being delivered to Tenant after Landlord obtains a Certificate of Occupancy from the State Fire Marshall and any other State, municipal, local or county agencies, boards, councils or licensing authorities necessary so that the Leased Premises may be used as a school building and for all of Tenant's intended uses (the "Commencement Date"), unless terminated or further extended. The Lease shall not exceed the term of the Academy's Charter Contract with its Authorizer, Lake Superior State University Board of Trustees ("LSSU"). If for any reason whatsoever the Tenant's Charter Contract with LSSU is terminated (other than voluntary termination by the Tenant), or is not renewed or extended by LSSU, prior to the expiration of the Term hereof, then this Lease shall terminate simultaneously with such termination, non-renewal

or non-extension, as the case may be, by LSSU, and neither Party shall have any right or cause of action against the other by reason of such termination. If Tenant receives notice that its Charter Contract will be terminated or is in jeopardy it will immediately notify Landlord.

Notwithstanding the foregoing, in the event of a termination of the Charter Contract for reasons other than cause or voluntary termination by the Tenant, the Tenant shall be permitted to attempt to secure another charter contract from another authorizer, for a limited period of time (if, and only if, the Charter Contract issued by LSSU is terminated effective at the end of a school year and the Charter Contract with LSSU does not prohibit same) wherein the Tenant shall attempt to obtain a new charter contract from a new authorizer that will permit Tenant to operate a public school academy in the same manner as allowed under the current Charter Contract with LSSU. In the event Tenant is able to procure a new charter contract at least six months before the end of the then current school year from a new authorizer enabling it to continue full operations at the beginning of the following school year, this Lease shall be automatically revived and reinstituted and rent shall be abated for the period of time that the Academy does not operate.

In addition, notwithstanding the foregoing, in the event Tenant is placed on the State of Michigan priority list due to the poor academic performance of its students or if for any other valid reason including but limited to enrollment that reasonably does not permit the Academy to operate within the parameters of its current budget, as projected into the next fiscal year, and Landlord believes in good faith that Tenant will lose its Charter Contract, or be unable to continue operations for any other reason, Landlord may, provided such notice is given at least six (6) months prior to the end of the then-current school year, immediately give notice of termination of this lease as of the end of the current school year.

2. **Tenant's Exercise of Statutory, Contractual and Fiduciary Responsibilities.**

This Lease shall not interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Lease shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

3. **Tenant's Exercise of Governmental Immunity.** This Lease shall not restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive, or not waive its governmental immunity.

4. **Rent.**

a. **Rent for First Year of Term-July 1, 2019 through June 30, 2020.** Tenant shall pay to Landlord, on the first of each month as Base Rent for the Leased Premises, the following payments of Ten Thousand (\$10,000.00) Dollars in each of the months of August, September and October, 2019. Beginning November 1, 2019, Tenant shall pay to

Landlord, on the first of each month and in advance, Base Rent of Thirty-Eight Thousand Two Hundred Forty-Two and 50/100 (\$38,242.50) Dollars for that month and each of the remaining eight (8) months of the first year of the Term, November 1, 2019 through June 30, 2020, for the Leased Premises.

b. **Rent for Second Year of Term.** Tenant shall pay to Landlord, on the first day of each and every month, in advance, Base Rent of Twenty-Eight Thousand Eight Hundred Thirty-Five and 00/100 (\$28,835.00) Dollars for the Leased Premises for each month of the second year of the Term of the Lease, beginning July 1, 2020 through June 30, 2021. Tenant has determined that this escalation in Base Rent is fair and reasonable.

c. **Rental Payments.** The Tenant shall make the rental payments payable to: Harper Global Enterprises, 79 Kercheval Road, Grosse Pointe Farms, MI 48236, or at such other location as the Landlord designates in writing from time to time and provides to Tenant in accordance Paragraph 23, **Notices**, of this Lease.

d. **Tenant's Option To Extend Lease.** If the Tenant is not in default of any provision of this Lease, then, subject to the LSSU's re-authorization of the Charter Contract, and non-disapproval of this Lease, Tenant shall have the option to extend the Term of the Lease for an additional three (3) years (the "**Extended Term**"), by notifying the Landlord, in writing signed by the Tenant, no later than April 1, 2020. All of the provisions and conditions of this Lease shall continue in full force and effect for the Extended Term, except that:

1. The Base Rent of the Leased Premises for the first year of the Extended Term, July 1, 2021 through June 30, 2022, shall be payable on or before the first day of each month of the Extended Term, the amount of Twenty Nine Thousand Seven Hundred and 00/100 (\$29,700.00) Dollars for the Leased Premises for each month of the third year of the Term of the Lease, beginning July 1, 2021.

2. The Base Rent of the Leased Premises for the second year of the Extended Term, July 1, 2022 through June 30, 2023, shall be payable on or before the first day of each month of the Extended Term, the amount of Thirty Thousand Six Hundred and 00/100 (\$30,600.00) Dollars, beginning July 1, 2022.

The Base Rent of the Leased Premises for the third year of the Extended Term, July 1, 2023 through June 30, 2024, shall be payable on or before the first day of each month of the Extended Term, the amount of Thirty One Thousand Five Hundred and 00/100 (\$31,500.00) Dollars, beginning July 1, 2023.

e. The length of the Extended Term shall not exceed the length of term of the re-authorized or new Charter Contract with LSSU or other authorizer as set forth in Paragraph 1, **Term** of this Lease.

f. Tenant and Landlord hereby acknowledge and confirm that Tenant shall deposit with Landlord, by July 8, 2019, a Security Deposit in the amount of Fifty-Eight Thousand and 00/100 (\$58,000.00) Dollars which amount shall be held by Landlord in accordance with the terms and conditions of this Lease and specifically Paragraph 26, **Security Deposit**. In the event Tenant purchases the property described on Exhibit A, the security deposit will be applied to the purchase price.

5. **Real Estate Taxes**. Tenant shall, if the property detailed on Exhibit A is subject to taxation, pay, as Additional Rent, one hundred percent (100%) of the amount of real property taxes assessed against the building and real property in which the Leased Premises is located, and any equivalent charges imposed by governmental authorities, including any special assessments imposed by the governmental authorities. Tenant shall pay the Additional Rent to Landlord within thirty (30) days of Landlord's invoice and provision of the actual real estate tax bills to Tenant for real estate taxes. Any overpayment of such amounts by Tenant shall be credited against the next accruing installments of real estate taxes that are considered Additional Rent payments. Tenant's failure to timely pay the amount of the real estate taxes to the Landlord may be considered a default by Landlord and subject Tenant to the Landlord's remedies set forth in this Lease. The Parties agree that the Landlord shall pay the amount owing for real estate taxes directly to the taxing authority once Tenant has paid the monies to the Landlord for the amount of the real estate taxes. Tenant shall have no financial liability or responsibility to pay Landlord's late fees, interest payments, or other penalties imposed by the taxing authority(ies) as long as Tenant has timely paid Landlord the monies for the real estate taxes as set forth herein. If Landlord shall fail to pay the taxes on Exhibit A or the remaining parcel, then Tenant shall have the right to pay such taxes and any penalties accruing thereunder and offset the rent otherwise due under this agreement in said amount.

6. **Taxes of Tenant's Personal Property**. Tenant shall, if subject to taxation, be responsible for and shall pay when due all taxes and all fees and charges assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon or about the Leased Premises by Tenant.

7. **Insurances**.

a. **Commercial General Liability Insurance**. Tenant shall maintain and pay for commercial general liability insurance for the Leased Premises with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Five Million Dollar (\$5,000,000.00) annual general aggregate insurance for benefit of Landlord. The policy of insurance shall name the Tenant and the Landlord as an Additional Named Insured. Tenant shall deliver a Certificate of Insurance to Landlord.

b. **Insurance for Tenant's Personal Property**. Tenant shall maintain and pay for fire, windstorm, flood and extended insurance coverage for the Tenant's personal property and contents in the Leased Premise in an amount of at least Seven Hundred Thousand Dollars (\$700,000.00). Tenant may agree to obtain insurance for Tenant's personal property in

excess of this amount based upon the replacement value of the Tenant's personal property on or within the Leased Premises. Tenant shall deliver a Certificate of Insurance to Landlord.

c. **Real Property Insurance By Landlord of the Leased Premises.** Landlord shall maintain and pay for insurance coverages for the Leased Premises in an amount not less than the replacement value of the Leased Premises (school building and real property). Tenant shall not have any requirement or responsibility to maintain or pay for property insurance for Landlord covering the school building, real property or any part of the Leased Premises.

d. **Commercial General Liability Insurance.** Landlord shall maintain and pay for commercial general liability insurance with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance for benefit of Tenant. The policy of insurance shall name the Tenant as an Additional Named Insured. Landlord shall deliver a Certificate of Insurance to Tenant.

The Landlord's commercial general liability insurance and real property insurance is separate from and in addition to the insurance that the Academy Board is required to obtain under the Charter Contract. The Charter Contract may require the Parties to have additional amounts and types of insurance coverages. If so, the Parties agree to comply with the insurance requirements set forth in the Charter Contract.

e. **Certificates of Insurance.** Tenant shall furnish Landlord with certificates of insurances indicating the effective dates of the coverages of insurance. Landlord shall furnish Tenant with certificates of insurances indicating the effective date of the coverages of the insurances for the school building, real property and Leased Premises. To the extent permitted or required by the Charter Contract, the Landlord shall be named as an Additional Insured on the insurance policy(ies) procured by the Tenant. To the extent permitted or required by the Charter Contract, the Tenant shall be named as an Additional Insured on the insurance policy(ies) procured by the Landlord for the Leased Premises.

f. **Notification of Cancellation/Changes or Insurance Renewals.** Tenant agrees that it shall notify the Landlord, in writing, at least thirty (30) days before its insurance policy(ies) may be cancelled, changed or renewed, subject to notification of same by the Insurer. Landlord agrees that it shall notify the Tenant, in writing, at least thirty (30) days before the insurance policy(ies) obtained by the Landlord pursuant to this Lease may be cancelled, changed or renewed, subject to notification of same by the Insurer.

8. **Maintenance, Repairs and Utilities Paid By Tenant.** Tenant shall, at its expense, using a contractor selected and retained by Tenant, during the term of the Lease be solely responsible for the payment of the following:

a. Day-to Day maintenance and cleaning of the interior of the Lease Premises; including custodial/janitorial services and supplies;

b. Utility charges for gas, electric, telephone, internet, water and sewage attributed and apportioned to the Leased Premises (Landlord shall be responsible for utility and all other charges related to the portion of the Premises that do not comprise the Leased Premises);

c. Trash disposal and removal for the Leased Premises, including payment for dumpster serving the Leased Premises;

d. Interior and exterior window washing of the Leased Premises at least one (1) time per year;

e. Carpet cleaning of the Leased Premises at least two (2) times per year; Snow and ice removal, from the pavement, driveways, walkways, sidewalks and parking lots serving the Leased Premises which Tenant uses and as required by the City of Oak Park, lawn cutting and landscape maintenance and general maintenance of the grounds included in the Leased Premises.

f. Perform preventive maintenance servicing on the HVAC units and boilers two times per year. The cost of such services shall be split with the Landlord. Landlord's portion shall be invoiced to Landlord, payable thirty (30) days from the date of the invoice. If the Landlord's portion remains unpaid on the thirty first (31st) day after invoice, Tenant shall be permitted to deduct Landlord's portion from the next occurring rental payment by Tenant to Landlord.

g. Maintenance or repair of the Leased Premises as a result of the negligent or intentional act(s) or omission(s) of a representatives, staff, students or guests of Tenant; and

h. Preparation of Asbestos Plan and Management of Plan related to the Leased Premises. (Under no circumstances shall the Tenant be responsible for removal or abatement of any asbestos found in the Building or the Leased Premises, except that Tenant shall be responsible for removal or abatement or re-encapsulation in the case the encapsulated asbestos is disturbed by Tenant's staff, students or other invitees.)

The Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations, or ordinances of all municipal, county and state authorities affecting the Leased Premises, and the cleanliness, safety, occupation and use of the Leased Premises.

The aforementioned activities listed above in this Section 8 shall be performed by Landlord for all other portions of the Property.

9. **Landlord Obligations For Leased Premises.** The Landlord shall be solely responsible for the following costs and expenses for the Leased Premises:

a. Landlord's insurance costs;

Administrative or management fee, if applicable and, if so applicable, Tenant shall be notified of same;

b. Landlord's Attorneys' fees relative to the Lease;

c. Capital improvements to Phase II of the Building or the Leased Premises;

- e. Replacing or repairing the roof;
- f. Maintaining or repairing the foundation and exterior walls;
- g. Maintaining or repairing the parking lots, sidewalks and ingress and egress to the Building and the Leased Premises, or as required by the City of Oak Park, or other State, Local or municipal agency(ies);
- h. Repair of the plumbing, electrical, mechanical and HVAC system and/or the outer walls of the Building within the Leased Premises that have been defaced or damaged by Tenant or any person that Tenant permits to use the Leased Premises shall be the obligation of the Tenant; and
- i. Maintaining or repairing the HVAC system, including the boilers, and roof of the Property and serving the Leased Premises (other than the preventive maintenance described above).

10. **Landlord's Procurement of Equipment, Materials and Supplies.** If the Landlord procures equipment, materials and supplies at the request of or on behalf of the Academy, the Landlord agrees to follow applicable competitive bidding laws. The Landlord shall not add any fees or charges to the cost of the equipment, materials and supplies purchased from third parties, except that the Landlord may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses.

11. **Operating Expenses To Be Paid By Landlord.** The following costs to operate and lease the Building and Leased Premises to Tenant shall be paid by the Landlord and are not the obligation of the Tenant:

- a. The initial costs of equipment properly chargeable to a capital account using generally accepted accounting principles consistently applied or the original costs of constructing the Building;
- b. The cost of any capital addition or replacement to the Building (or reserves therefor);
- c. Expenses for which the Landlord is or will be reimbursed by another source including, but not limited, to repair or replacement of any item covered by warranty;
- d. Costs incurred to benefit (or as a result of) a specific tenant, that is not the Academy, or items and services selectively supplied to any specific tenant that is not the Academy;
- e. Expenses for the defense of the Landlord's title to the Building;
- f. Structural repairs to the Building and replacements;
- g. Depreciation and amortization of the Building or financing costs, including interest and principal amortization of debts;
- h. Any amounts expended by Landlord to comply with any Environmental Laws;
- i. Costs to correct original or latent defects in the design, construction or equipment of the Building and the Leased Premises;
- j. Expenses paid directly by any tenant for any reason (such as excessive utility use);
- k. Any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard;

l. Any expenses incurred (i) to comply with any governmental regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act; or (ii) as a result of Landlord's alleged violation of or failure to comply with any governmental regulations and rules or any court order, decree or judgment; but specifically excluding expenses that were incurred as a result of Tenant;

m. Costs and expenses to bring the Building and the Leased Premises up to the State Fire Marshall Code in order to obtain a State Certificate of Occupancy as required for a school, and to be compliant with the State, local and county laws, rules, regulations, ordinances or the like for Tenant to occupy and use the building as a school;

n. Costs and expenses to provide working internet and connectivity to the Building, but not to the individual rooms in the Building, which expense will be Tenant's responsibility. Landlord will not be responsible for monthly fees for internet service and connectivity. Tenants wiring of the Building is subject to Landlord's approval, which will not be unreasonably withheld.

o. Leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants;

p. Rental on ground leases or other underlying leases;

q. Attorneys' fees, accounting fees and expenditures incurred in connection with tax contests or negotiations, disputes and claims of other tenants or occupants of the Building and the Leased Premises or with other third parties except as specifically provided in the Lease;

r. Cost of the tools and equipment for operation, repair and maintenance of the Building and the Leased Premises; and

s. Amounts billed (directly or indirectly) for salaries, overhead and administrative and/or management fees, office expenses, rent and office supplies.

12. **Indemnification By Tenant.** To the extent permitted by law, Tenant shall indemnify, defend and hold harmless Landlord and its employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses resulting from damage or injury to any person or property upon the Leased Premises arising from the acts or omissions of Tenant, its Board of Directors, agents, representatives, employees, contracted staff, invitees or licensees. The obligations of Tenant under this Paragraph during the term of this Agreement shall survive any termination of this Agreement. Landlord waives any rights of recovery against the Tenant for injury or loss due to hazards covered by its own insurance, to the extent of the injury or loss covered thereby. The Tenant's policy(ies) of insurance may be used to indemnify Landlord under this Paragraph.

13. **Indemnification By Landlord.** Landlord shall indemnify, defend and hold harmless Tenant, its Board of Directors, officers, contracted staff, contractors, agents, representatives, invitees or licensees and attorneys from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses resulting from damage or injury to any person or property upon the Leased

Premises arising from the acts or omissions of the Landlord, its directors, officers, employees, contractors, agents, representatives, invitees or licensees and attorneys. The obligations of the Landlord under this Paragraph during the term of this Agreement shall survive any termination of this Agreement. Tenant waives any rights of recovery against the Landlord for injury or loss due to hazards covered by its own insurance, to the extent of the injury or loss covered thereby. The Landlord's policy(ies) of insurance may be used to indemnify Tenant under this Paragraph.

14. Indemnification By Landlord for Use or Prior Use of Hazardous Materials.

The Landlord shall indemnify the Academy Board for damages or litigation, including costs and attorneys' fees, caused by the condition of the physical plant (Leased Premises), if those damages or litigation are caused by the Landlord's use or prior use of hazardous material at the physical plant (Leased Premises).

15. No Assignment or Sublet of Leased Premises. Subject to Paragraph 16 below, the Tenant shall not assign this Lease or sublet the Leased Premises or any part thereof without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided that Tenant remains liable under the terms of this Lease. Landlord may condition its approval of an assignment or sublease upon the provision by the proposed assignee or subtenant of financial and other written information confirming that person's or company's ability to perform its obligations under this Lease or any proposed sublease. Any assignment or subletting without the written consent shall give the Landlord the right to terminate this Lease and to re-enter and re-possess the Premises.

16. Use and Occupancy. It is understood and agreed between the Parties that the Leased Premises shall be used and occupied as a K-12 school or educational facility and for no other purpose or purposes without the written consent of the Landlord. Landlord represents that the Leased Premises and Building is suitable for and approved for such Tenant's use by the State Fire Marshall and the City of Oak Park and any other governmental agency or unit that is required to issue a Certificate of Occupancy so that Tenant may use the Leased Premises as a school or educational facility. Landlord certifies that the a Certificate of Occupancy has been obtained from the State Fire Marshall and any other required State and Local governmental agency(ies). For avoidance of doubt, no third party may occupy or use the Leased Premises during the Term of the Lease.

17. No Other Party Shall Occupy the Leased Premises With Academy. No party other than the Academy shall have an ongoing right to occupy the Building, site or physical plant (Leased Premises) without providing written notice to the Charter Schools Office ("CSO") Director thirty (30) days prior to such occupancy. The Landlord shall not let or sublet any portion of Phase II to another school or to any entity requiring the approval of the Academy for occupancy. Landlord shall notify the Academy one hundred and twenty days in advance of any plans to let or sublet Phase II by identifying the party to whom the lease or sublease will be made. Any lease or sublease that

Landlord enters into with a party other than the Academy shall include a provision requiring automatic termination in the event Tenant (the Academy) exercises its option to purchase the Property.

18. **Casualty.** If the Leased Premises are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord, to the extent of insurance proceeds and subject to the requirements of the mortgagee, will repair and restore the same to the pre-casualty condition with reasonable dispatch. In the event the insurance proceeds will not be adequate to repair and restore the Leased Premises, either party may terminate the lease by written notice to the other party and neither party will have any further obligation to the other party except to the extent that the damage or destruction is the result of the negligence or deliberate act of the other party. The Rent herein provided by Tenant shall abate entirely in the event the entire Leased Premises are rendered untenantable and shall be prorated for the portion rendered untenantable; if only a portion of the Building and Leased Premises becomes untenantable, until the same shall be restored to its pre-casualty condition; provided, however, that if the Tenant fails to adjust its own insurance or to remove its damaged goods, equipment or property within a reasonable time and as a result thereof the repairing and restoration is delayed, there shall be no abatement of Rent during the period of such resulting delay; and provided, further, that if the Tenant uses any part of the Building and Leased Premises for storage during the period of repair, a reasonable charge shall be made therefor against the Tenant; and provided, further, that in case more than half of the Building and Leased Premises are destroyed during the last two (2) years of the Lease Term, either party may terminate this Lease, effective upon thirty (30) days' written notice to the other Party.

19. **Alterations, Additions or Improvements by Tenant.** At the expiration of the Lease, the Tenant will yield and deliver to the Landlord, the Leased Premises in the same or like condition as when taken, reasonable use and wear thereof excepted.

Tenant may not make any alterations, additions, or improvements to the Leased Premises without the Landlord's prior written consent which consent shall not be unreasonably conditioned, withheld or delayed and provided that Tenant shall not require Landlord's consent to any non-structural alteration, playground equipment, addition or improvement costing less than \$25,000.00. All such alterations, additions and improvements shall be at the expense of the Tenant and, to the extent permitted by law, Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements.

Upon vacation of the Leased Premises, Tenant may remove any playground equipment, appliances, fixtures, equipment, furnishings or the like which Tenant has paid for with Tenant's funds. All furnishings and equipment which are not attached or affixed to the

Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Agreement and repair any damage caused by the removal Tenant improvements, additions and alterations which are not easily removable and which will result in damage to the Leased Premises shall, at Landlord's option, become the property of the Landlord.

All removable fixtures purchased by Tenant (Academy) with Academy funds are the property of and owned by the Academy.

If the Tenant (Academy) makes improvements to the building, physical plant or site (Leased Premises), with Landlord's prior consent, the Landlord shall allow the Tenant (Academy) to recoup its investments if the Lease is terminated by the Landlord without cause prior to the conclusion of the Lease term.

Tenant shall submit to Landlord for approval detailed written plans for any improvement Tenant wishes to make to the Leased Premises during the term of the Lease. Landlord shall use commercially reasonable efforts to review any such plans within five (5) business days after Tenant has delivered the plans to Landlord for review.

20. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Agreement as to the balance of the Leased Premises by notice to the other Party within thirty (30) days after such date: provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially impair Tenant's use of the balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to all compensation, damages, awards, or any interest therein whatsoever which may be paid or made in connection, therewith. Tenant shall, however, be entitled to claim and receive in such proceeding an allowed award for fixtures and other personal property installed by it, loss of business and moving expenses, so long as such award is in addition to the award for the land and building.

21. **Care of Leased Premises.** The Tenant shall not perform any acts or carry on any practices which may injure the Building or the Leased Premises, is a nuisance or menace to its neighbors and shall keep the Leased Premises clean and free from rubbish and dirt at all times. The Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the Leased Premises and the cleanliness, safety, occupation and use of same.

22. **Holding Over.** It is hereby agreed that in the event of the Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and rent shall be at 150% of the previous rent amount during the initial Lease Term.

23. **Signs.** Subject to the approval of the City of Oak Park, and the written consent of the Landlord, which consent shall not be unreasonably withheld, Tenant may, at its cost, install a free-standing, lettered sign on the exterior of the building where the Leased

Premises are located. Tenant may add one interior sign to the building of the Leased Premises. The exterior and interior signs may advertise only the business conducted by Tenant and the signs must comply with applicable sign codes.

24. **Access to Premises.** Upon 24 hours advanced written notice, the Landlord shall have the right to enter upon the Premises during reasonable hours for the purpose of inspecting the Premises. Since students will be on the Leased Premises, the Landlord agrees that a member of the staff will accompany the Landlord during the time the Landlord is in the building. Landlord further agrees that if any contractors are hired to work in or on the Leased Premises to make any repairs that are deemed necessary by the Landlord, the Landlord shall request that a staff member be present in or near the area of the Leased Premises where repairs or alterations are being made if students are in or near the vicinity of the work area.

25. **Quiet Enjoyment.** Landlord covenants that the Tenant, on payment of the Rent at the time and in the manner required herein and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the Lease Term.

26. **Security Deposit.** On or before July 1, 2019, Tenant must deposit the Security Deposit, in the amount of Fifty Eight Thousand and 00/100 Dollars (\$58,000.00) with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Default, Landlord may apply all or part of the Security Deposit to make the payment or cure the Default. Landlord's rights under this Paragraph 26 are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan Law. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within ten (10) days of the later of: (a) the termination of this Lease; (b) Tenant's surrender of the Leased Premises; or (c) the return of the keys to Landlord.

27. **Right To Mortgage and for Sell.** The Landlord reserves the right to sell the Leased Premises subject to the terms of the Lease. Any purchaser of the Leased Premises must accept the property subject to the terms of the Lease, including the Option to Purchase contained therein, and affirmatively agree to honor all of its terms. Such purchaser shall execute a Non-Disturbance Agreement acceptable to the Tenant to memorialize same prior to closing. Such execution shall be a condition in the purchase agreement. The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Leased Premises and on the land and buildings which are a part of the Leased Premises or upon any buildings hereafter placed upon the land of the Leased Premises. Tenant agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any mortgage or mortgages desired by the Landlord and any mortgagees or proposed mortgagees.

Landlord shall use its best efforts to obtain from the lender a Subordination, Non-Disturbance and Attornment Agreement, including a provision in which the lender agrees, in writing, to recognize the Tenant's rights under this Lease in the event of foreclosure, so long as Tenant is not in default under this Lease.

28. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this agreement by Tenant:

a. If Tenant shall fail to pay rent or any other sum within seven (7) business days of when the same becomes due and payable;

b. If Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Agreement within fifteen (15) business days after receipt of written notice thereof from Landlord unless, though acting with diligence, a time period longer than fifteen (15) business days, but in no case longer than ninety (90) days is necessary to remedy the claimed default;

c. The Tenant shall become insolvent or be adjudicated bankrupt or file in any court a petition in bankruptcy or other debtor proceedings or shall make an assignment for the benefit of creditors or petition for or enter into an arrangement with creditors;

d. If this Agreement or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days.

e. If Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than sixty (60) consecutive days during which days schools are normally in session; and

f. If there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Premises, including, but not limited to, certificates of occupancy, or business licenses, a voluntary termination of the Charter Contract, or the reduction or elimination of per pupil State Aid payments by the State of Michigan to Tenant.

29. **Remedies.** During the continuance of any an Event of Default beyond all applicable written notices and opportunity to cure, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant any notice required under Michigan Law, do one or more of the following:

a. Terminate this Lease immediately upon the giving of notice to the Tenant;

b. If default consists in whole or in part of the Tenant's failure to expend funds, make the necessary expenditures for the account of the Tenant who shall reimburse the Landlord therefor with interest at the maximum legal rate from the date of expenditure; or

c. Terminate the Tenant's right to possession of the Leased Premises without terminating the term of this Lease, immediately upon the giving of notice to the Tenant.

Upon termination of this Lease for any reason or by any means or upon termination of the Tenant's right of possession as provided above, the Tenant shall promptly surrender possession to the Landlord and vacate the Leased Premises, and the Landlord may reenter the Leased Premises and expel the Tenant or anyone claiming an interest in the Leased Premises under the Tenant and remove the property of any of them without notice, formal claim or process.

30. **Notices.** Whenever under this Lease, provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the Parties may subsequently designate in writing by notice to the other Party in the manner required herein:

To the Landlord:

John Chochla
Harper Global Enterprises, LLC
79 Kercheval Road
Grosse Pointe Farms, Michigan 48236

With a Copy To:

Robert M. Sosin
Alspector, Soson & Noveck, PLLC
30100 Telegraph Road, Suite 360
Bingham Farms, Michigan 48025

To the Tenant:

Detroit Service Learning Academy
Attn: Board President
21605 W Seven Mile Road
Detroit, MI 48219

With a Copy To:

Joseph B. Urban, Esq.
Clark Hill PLC
151 S. Old Woodward Avenue
Suite 200
Birmingham, MI 48009

31. **Waiver of Subrogation.** To the extent permitted by the respective policies of insurance, each Party releases the other and any officer, director, employee, agent or representative of the other from all liability arising from any fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party to the extent of any recovery by the injured Party under the insurance.

32. **Compliance with Laws and Lake Superior State University Agreements.** The Parties recognize that the Tenant is a School of Excellence chartered by Lake Superior State University Board of Trustees and, as such, is subject to part 6E of the Revised School Code ("the Code") and the Contract to Charter a Public School Academy and Related Documents between the Tenant and Lake Superior State University dated July 1, 2011 (the "Charter Contract"). Accordingly, in the event of any conflict between the terms and conditions of this Lease and the Code or the Charter Contract, the Code or the Charter Contract, as the case may be, shall be controlling, and this Lease shall be deemed to be amended to the extent necessary to comply with the applicable requirements with the Code or the Charter Contract. Landlord shall cooperate with Tenant as necessary to satisfy Tenant's obligation to provide reasonable access to Tenant's authorizing body in the authorizing body's performance of its oversight function under the Charter Contract.

33. **Termination.** Tenant shall have an ongoing right to terminate this Lease if any governmental body having jurisdiction over Tenant or the Academy including its respective assigns or successors, the State of Michigan, the Authorizer of the Tenant's (including its successors and assigns) school, or Tenant's right to operate a school (collectively, the "Authorizer"), suspends, revokes, limits, conditions, fails to renew, or takes any other action so that Tenant's (including its successors and assigns) right to operate a school is suspended, revoked, non-renewed, substantially limited or conditioned as to make Tenant's business unviable, voided or terminated. If Tenant's authorization or Charter Contract is revoked, suspended, terminated, substantially modified, or otherwise non-renewed, this Lease shall automatically terminate effective as of the date of such action, and be of no further force and effect.

34. **Applicable Law.** This Lease shall be construed under Michigan law. If any provision of this Lease is unenforceable, the other provisions of the Lease shall remain valid and enforceable to the fullest extent permitted by law.

35. **Successors.** The provisions of this Lease shall benefit and bind the Landlord, the Landlord's successors and assigns and the Tenant, and the Tenant's permitted assigns.

36. **Obligations of the Parties.** All obligations of either Party to this Lease shall be deemed effective to the extent not prohibited by law.

37. **No Personal Liability of Academy Board of Directors.** Landlord agrees that the Tenant's Board of Directors are unpaid volunteers and shall not be personally liable for any of the obligations of Tenant under this Lease.

38. **No Liability on State and Local Governments or the Authorizing Body.** Tenant has represented to the Landlord that it is a School of Excellence organized and operated pursuant to Michigan law. Accordingly, Landlord agrees that this Lease does not impose any liability on the State of Michigan, any agency of the State of Michigan, the City of Oak Park, the County of Oakland, or the Authorizer, Lake Superior State University for any debt or obligation incurred by the Tenant hereunder.

39. **No Responsibility of Tenant Regarding Hazardous Material In The Building or On The Leased Premises.** Tenant has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at or on the Leased Premises (site) prior to the Tenant occupying the Leased Premises (site).

40. **Physical Plant Records.** All Lease and physical plant records of Landlord related to Tenant shall be made available, upon reasonable advance notice, to Tenant's independent auditor and the Charter Schools Office of the Authorizer, LSSU.

41. **Lease Amendments.** Any amendments to this Lease must be reviewed and by the CSO before execution by the Parties, however, the CSO may agree to waive, in writing, certain types of non-substantive amendments to the Lease.

42. **Sole Lease Agreement.** This Lease Agreement together with Exhibit A constitutes the sole Lease Agreement between the Parties. The Lease Agreement shall not be amended without the signature of both Parties, after the proposed amendment to the Lease is reviewed and non-disapproved by the CSO.

43. **Reports.** Audited financial statements for the years 2017 and 2018 are available at:
<https://civilservice.state.mi.us/nxt/gateway.dll?f=templates&fn=default.htm&vid=mofa:f>

a. Landlord will view these documents prior to executing this Lease. Tenant shall provide Landlord with its annual audit report upon submission to its Authorizer. In addition, Tenant shall provide Landlord copies of all reports regarding academic progress of the students submitted to the State of Michigan and/or the Authorizer.

44. **Fees.** In the event of any litigation arising as a result of a breach of this agreement by either party, the party determined to be in breach shall be responsible for the legal fees of the other party enforcing this agreement.

IN WITNESS hereof, the Parties hereto have executed this Agreement the day and year first written above.

HARPER GLOBAL ENTERPRISES,
LLC

By: [Signature]

Its: Vice President

Dated: 6/27/19

DETROIT SERVICE LEARNING
COMMUNITY

By: [Signature]

Its: Board President

Dated: 6/27/19

[Signature]

MALCOLM C HUDSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires Mar. 22, 2026
Acting in the County of Wayne



EXHIBIT A-
DESCRIPTION OF PROPERTY, LEASED PREMISES AND PHASE II

This option agreement (the Agreement) is entered into as of the First Day of July, 2019, between Harper Global Enterprises, LLC, a Michigan limited liability company, whose address is 20542 Harper Avenue, Harper Woods, 48225 (Seller), and Detroit Service Learning Academy, a Michigan School of Excellence, of 21605 W. 7 Mile Road, Detroit, MI 48219 (Buyer), on the terms and conditions set forth below.

1. **Grant of the option.** In consideration of \$1.00 and the stream of rental payments to be achieved by Seller pursuant to that certain Lease Agreement dated July 1, 2019 between Seller and Buyer (the "Lease"), paid by Buyer to Seller, receipt of which Seller acknowledges, Seller grants Buyer an exclusive option to purchase the real property described on the attached exhibit A, with all easements, rights, and appurtenances (the "Property"). The option shall remain in effect during the term and any extension of the Lease.

2. **Purchase price.** The purchase price for the Property under this option will be its market value as determined by two members of The American Institute of Real Estate Appraisers, one appointed by Seller and the other appointed by Buyer. Buyer's notice of its election to purchase will provide the name, address, telephone numbers, and e-mail addresses of the person or firm it appoints. Within ten (10) days after owner receives Buyer's notice of election, Seller will notify Buyer of the name, address, telephone numbers, and e-mail address of the person it appoints.

If the persons appointed by Seller and Buyer do not agree on the market value of the Property within thirty (30) days after Owner notifies Lessee of the person that it has appointed, the appointees of Buyer and Seller will, at the request of Buyer and Seller within ten (10) days after that request is made, appoint to value the Property a neutral, independent member of The American Institute of Real Estate Appraisers. The person so appointed will determine the Property's market value within thirty (30) days after accepting the appointment.

Buyer and Seller will each pay the charges of the person it appoints, and the Owner and Lessee will each pay one-half of the charges of the person that their appointees appoint.

3. **Exercise of the option.** Buyer may exercise the option by giving written notice to Seller at its address stated above prior to the expiration of the Lease. The notice must be sent by certified mail and received by Seller before this option expires.

4. **Failure to exercise the option.** If Buyer fails to properly exercise the option before the expiration of the Lease or any extension thereof, the option shall terminate, and Seller may retain the consideration and shall have no further obligation to Buyer.

5. **Closing.** This sale shall be closed within 10 days after all the closing documents are prepared but no later than 45 days after Seller receives the notice that Buyer is exercising the option.

6. **Inspections.** Buyer may visit the Premises to make inspections of the site and take soil borings on prior notice to Seller. Buyer shall restore the Premises to the condition it was in before any inspection by Buyer.

7. **The closing and preparations for the closing.** If Buyer exercises the option, the following obligations shall be performed before or at the closing:

a. Seller shall prepare the necessary conveyance documents to transfer its title to Buyer and forward them to Buyer for Buyer's review at least 10 days before the scheduled date of the closing.

b. The closing shall be held at the Seller's offices as stated in this Agreement unless the parties mutually agree on some other location.

c. At Seller's expense, Seller shall provide Buyer with an American Land Title Association owner's title insurance policy at the closing that shows that Seller has good and marketable title to the Premises subject to easements and restrictions of record.

d. Seller, at its expense, shall provide Buyer with a boundary and improvements survey of the Premises, certified to Buyer, showing no encroachments of the Premises' boundaries.

e. All real estate taxes owing on the Premises shall be prorated between Buyer and Seller according to the calendar year method, under the assumption that taxes are collected in arrears, to cover the calendar year in which they become due and payable. For any outstanding assessments on the Premises that are paid in annual installments, the annual installment for the year in which the closing is held will be prorated between the parties, and all successive installments will be paid by Buyer.

8. **Binding effect.** This Agreement shall bind and benefit the parties' successors and assigns. Buyer may assign its interest under this Agreement only with Seller's written consent.

9. **Construction and venue.** This Agreement shall be governed by Michigan law. Any disputes under this Agreement shall be brought in Wayne, Michigan.

10. **Entire agreement.** This Agreement contains the entire agreement of the parties with respect to the transaction described in this Agreement, and this Agreement may

not be amended or released, in whole or in part, except by a document signed by both parties.

11. **Exhibits.** The following exhibit is attached to and a part of this Agreement:

- Exhibit A—Legal Description of the Premises

12. **Time of the essence.** Time is of the essence in the performance of this Agreement.

13. **Effective date.** This Agreement shall be effective when all the parties listed below have signed it.

By /s/ _____
[Typed name of seller or signer for seller]
Its: [Capacity of signer]

By /s/ _____
[Typed name of buyer or signer for buyer]
Its: [Capacity of signer]

STATE OF MICHIGAN)
----- COUNTY)

Acknowledged [before me in [county] County, Michigan / before me electronically in [county] County, Michigan / before me using a remote electronic notarization platform under MCL 55.286b], on [date], by [name of officer or agent, title of officer or agent], of [name of corporation acknowledging], a [state or place of incorporation] corporation, on behalf of the corporation.

/s/ _____
[Notary public's name, as it appears on application for commission]
Notary public, State of Michigan, County of [county].
My commission expires [date].
[If acting in county other than county of commission: Acting in the County of [county].]

By /s/ _____
[Typed name of seller or signer for seller]

Its: [Capacity of signer]

By /s/ _____

[Typed name of buyer or signer for buyer]

Its: [Capacity of signer]

STATE OF MICHIGAN)

_____ COUNTY)

Acknowledged [before me in [county] County, Michigan / before me electronically in [county] County, Michigan / before me using a remote electronic notarization platform under MCL 55.286b], on [date], by [name of officer or agent, title of officer or agent], of [name of corporation acknowledging], a [state or place of incorporation] corporation, on behalf of the corporation.

/s/ _____

[Notary public's name, as it appears on application for commission]

Notary public, State of Michigan, County of [county].

My commission expires [date].

[If acting in county other than county of commission: Acting in the County of [county].]

Drafted by and when recorded return to:

Joseph B. Urban

Clark Hill PLC

151 S. Old Woodward Avenue

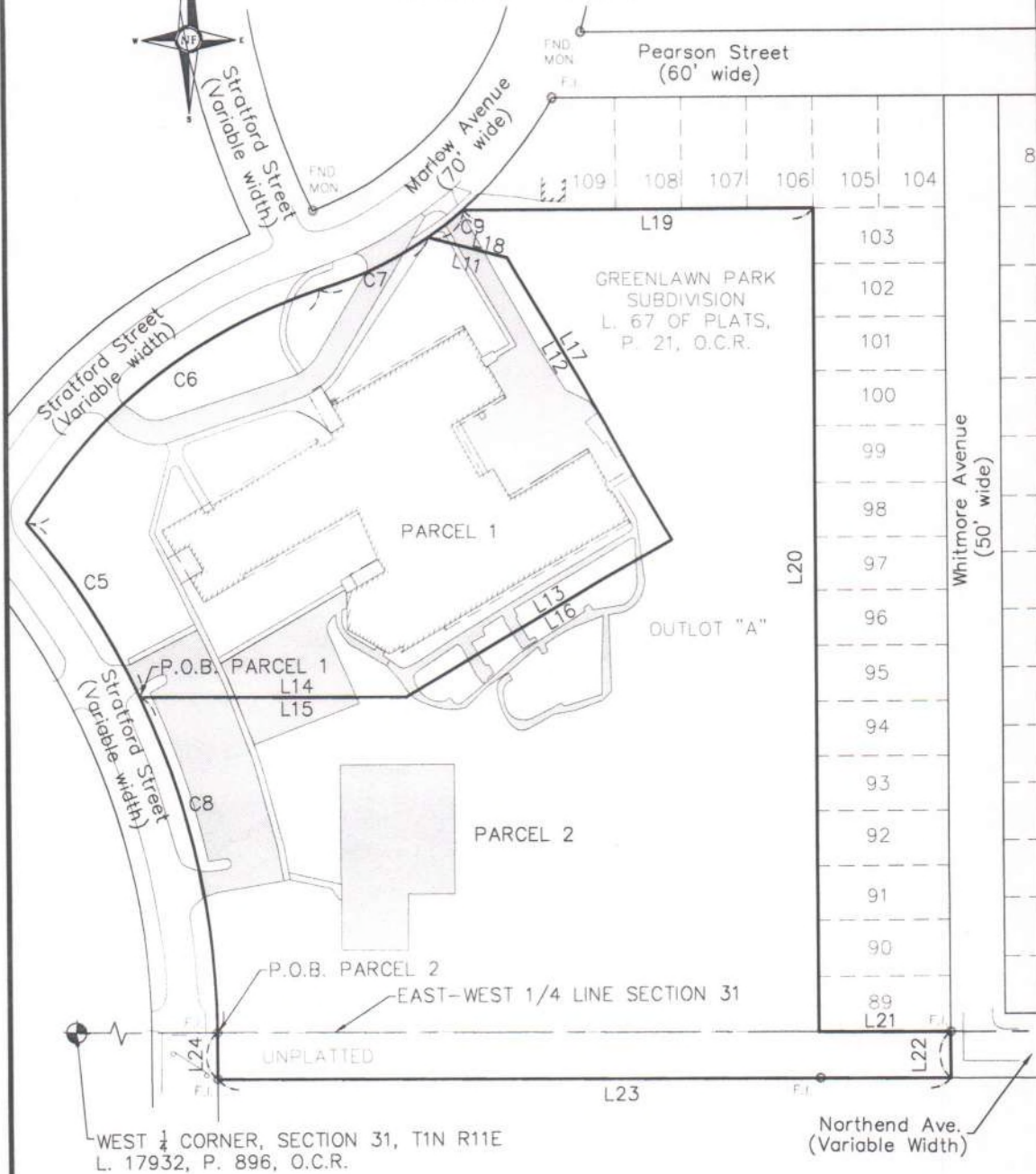
Suite 200

Birmingham, MI 48009

221066771.1 33172/186867

Exhibit A

PARCEL SPLIT/COMBINATION COMBINED PARCELS



PRELIMINARY



NF
ENGINEERS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

46777 WOODWARD AVENUE, PONTIAC, MI 48342-5032
TEL. (248) 332-7931 FAX. (248) 332-8257

DATED 01-11-19 JOB NO. K758 SCALE 1" = 120'
CLIENT THE HANLEY HARPER GROUP INC. SHEET NO. 6 of 10

Exhibit A

PARCEL SPLIT/COMBINATION COMBINED PARCELS

Line Table		
Line #	Direction	Length
L11	S75°33'27"E	74.90
L12	S30°02'05"E	298.69
L13	S59°51'16"W	283.13
L14	N89°43'54"W	242.44
L15	S89°43'54"E	242.44
L16	N59°51'16"E	283.13
L17	N30°02'05"W	298.69
L18	N75°33'27"W	74.90
L19	S89°59'39"E	320.24
L20	DUE SOUTH	750.25
L21	S89°43'54"E	119.81
L22	S0°00'45"W	43.00
L23	N89°43'54"W	669.13
L24	N0°05'31"W	43.00

Curve Table					
Curve #	Delta	Length	Radius	Chord	Chord Distance
C5	15°19'15"	191.34'	715.57'	N32°56'28"W	190.77'
C6	38°23'25"	348.42'	520.00'	N51°55'02"E	341.94'
C7	17°19'38"	110.90'	366.71'	N64°38'50"E	110.48'
C8	25°12'55"	314.92'	715.57'	N12°40'22"W	312.38'
C9	6°21'59"	40.75'	366.71'	N52°48'01"E	40.73'

PRELIMINARY



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

46777 WOODWARD AVENUE, PONTIAC, MI 48342-5032
TEL. (248) 332-7931 FAX. (248) 332-8257

DATED 01-11-19 JOB NO. K758 SCALE N/A
CLIENT THE HANLEY HARPER GROUP INC. SHEET NO. 7 of 10

Exhibit A

PARCEL SPLIT/COMBINATION COMBINED PARCELS

PROPOSED PARCEL 1

LAND IN THE CITY OF OAK PARK, OAKLAND COUNTY, MICHIGAN, BEING PART OF OUTLOT "A", GREENLAWN PARK SUBDIVISION, L. 67 OF PLATS, P. 21, O.C.R., PART OF THE NORTHWEST 1/4 OF SECTION 31, T.1N. R.11E., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT "A" OF SAID GREENLAWN PARK SUBDIVISION; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF STRATFORD STREET (VARIABLE WIDTH) 314.92 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 715.57 FEET, DELTA ANGLE OF 25° 12' 55", AND CHORD BEARING N 12° 40' 22" W FOR A DISTANCE OF 312.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY OF STRATFORD STREET (VARIABLE WIDTH) AND MARLOW AVENUE (70 FEET WIDE) THE FOLLOWING THREE (3) COURSES:

(1) 191.34 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 715.57 FEET, DELTA ANGLE OF 15° 19' 15", AND CHORD BEARING N 32° 56' 28" W FOR A DISTANCE OF 190.77 FEET; (2) 348.42 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 520.00 FEET, DELTA ANGLE OF 38° 23' 25", AND CHORD BEARING N 51° 55' 02" E FOR A DISTANCE OF 341.94 FEET; AND (3) 110.90 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 366.71 FEET, DELTA ANGLE OF 17° 19' 38", CHORD BEARING N 64° 38' 50" E FOR A DISTANCE OF 110.48 FEET; THENCE S 75° 33' 27" E FOR A DISTANCE OF 74.90 FEET; THENCE S 30° 02' 05" E FOR A DISTANCE OF 298.69 FEET; THENCE S 59° 51' 16" W FOR A DISTANCE OF 283.13 FEET; THENCE N 89° 43' 54" W FOR A DISTANCE OF 242.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 161,168 SQUARE FEET OR 3.700 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF RECORD.

BASIS OF BEARING NOTE

ALL BEARINGS ARE REFERENCED TO THE PLAT OF GREENLAWN PARK SUBDIVISION, L. 67 OF PLATS, P. 21, O.C.R., IN WHICH WHITMORE AVENUE (FORMERLY GREEN AVENUE) HAS A RECORD BEARING OF DUE NORTH.

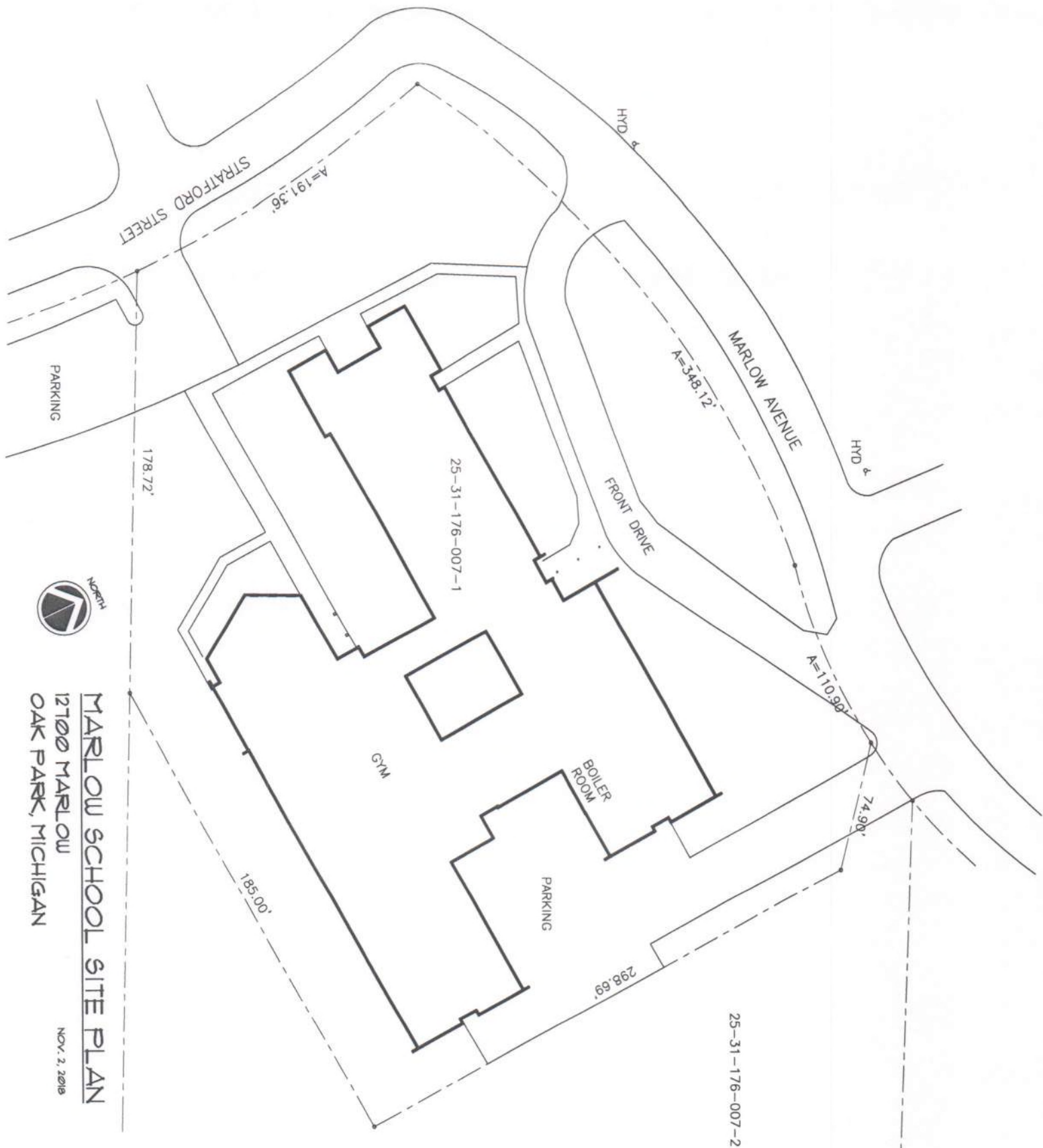
PRELIMINARY

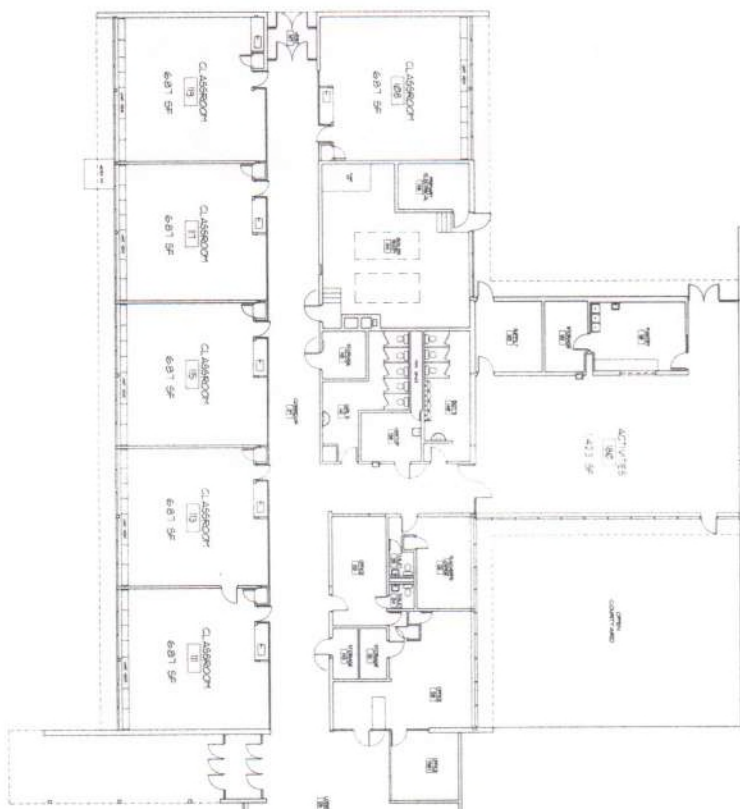


CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

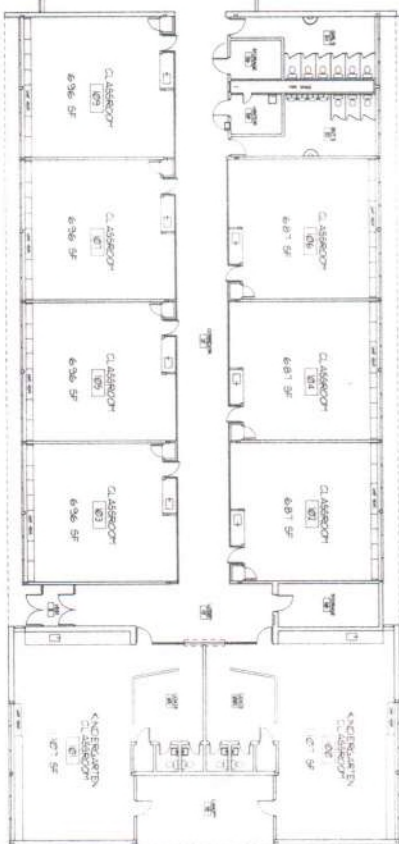
46777 WOODWARD AVENUE, PONTIAC, MI 48342-5032
TEL. (248) 332-7931 FAX. (248) 332-8257

DATED 01-11-19 JOB NO. K758 SCALE N/A
CLIENT THE HANLEY HARPER GROUP INC. SHEET NO. 8 of 10





PHASE 2



PROPOSED
OAK PARK SERVICE LEARNING ACADEMY
21700 MARLOW - OAK PARK

PHASE 1 = 25,013 GSF
FLOORPLAN
MARCH 21, 2019
Gruts & Associates, P.C.
ARCHITECTS/ENGINEERS
21700 MARLOW, OAK PARK, IL 60454
TEL: 708.441.1111
WWW.GRUTSANDASSOCIATES.COM

ADDENDUM NO. 1 TO LEASE AGREEMENT

BETWEEN

HARPER GLOBAL ENTERPRISES, LLC

-and-

DETROIT SERVICE LEARNING ACADEMY

THIS ADDENDUM NO. 1 TO THE LEASE AGREEMENT dated June 27, 2019
between:

- HARPER GLOBAL ENTERPRISES, LLC, a Michigan limited liability company, whose address is 79 Kercheval Road, Grosse Pointe Farms, Michigan 48236, the lessor, hereinafter designated as "Landlord," and
- DETROIT SERVICE LEARNING ACADEMY, a Michigan non-profit corporation, organized as a Public School Academy, whose address is Board President, 21605 W. Seven Mile Road, Detroit, Michigan 48219, the lessee, hereinafter designated as "Tenant,"

with respect to premises consisting of a school building and real property situated in the City of Oak Park, Oakland County, Michigan, commonly known as 21700 Marlow Street, Oak Park, Michigan (the "Premises") and more particularly described in the parties' "Lease"

is made as of this 22nd day of June, 2021.

WHEREAS, the "Term" of the Lease presently ends on June 30, 2021; and

WHEREAS, Tenant desires to extend the Term of the Lease for an additional one (1) year; and

WHEREAS, Tenant failed to timely exercise its Option to Extend Lease pursuant to Section 4(d) of the Lease; and

WHEREAS, Landlord is willing to extend the Term of the Lease for an additional one (1) year under the terms set forth in this Addendum;

NOW, THEREFORE, the parties agree to further modify the Lease in the following respects:

- 1) Paragraph 1 of the Lease ["Term"] shall be and hereby is modified in the following respect, only: the Lease shall be extended from July 1, 2021 through June 30, 2022 (hereafter the "Extended Term").

MICHIGAN

Acknowledgment Certificates

Your state laws provide sample wording for acknowledgment certificates. For an acknowledgment, you may use the certificates found in statute or other forms your state laws allow. The sample certificate for signers who are signing on their own behalf is shown below.

State of Michigan

County of Wayne

The foregoing instrument was acknowledged before me on June 28th 2021 (date) by Orlando Woods (name of person who acknowledged).

John Chochla
Leg. Jacobie Brock
Leg. Jacobie Brock

Notary's Signature

Notary's Printed Name

Notary Public, State of Michigan, County of Wayne

My commission expires: 8/12/2027

(If notarizing outside the county of commission: Acting in the County of Wayne)

Verification on Oath or Affirmation Certificates

Your state laws do not provide any specific wording for a verification on oath or affirmation certificate. For a verification on oath or affirmation, the Secretary of State's website recommends the certificate shown below.

State of Michigan

County of _____

Subscribed and sworn to by _____ before me on the _____ day of _____, 20____.

Notary's Signature

Notary's Printed Name

Notary Public, State of Michigan, County of _____

My commission expires: _____

(If notarizing outside the county of commission: Acting in the County of _____)

Signature Witnessing Certificates

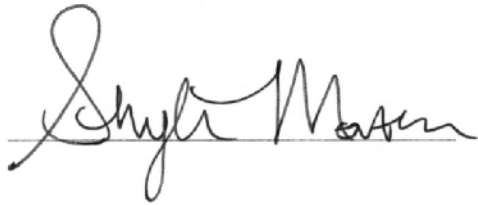
Your state does not provide any specific wording for a signature witnessing certificate. For a signature witnessing, you may use any traditional certificate wording. An example, modified to include the information that your state requires you to put on a Notary certificate, is shown below.

- 2) Paragraph 4(d) of the Lease ["Rent" / "Tenant's Option to Extend Lease"] shall be and hereby is deleted in its entirety and replaced with the following:

"The monthly Base Rent during the Extended Term shall be Twenty-Eight Thousand Eight Hundred Thirty-Five and 00/100 (\$28,835.00) Dollars each, which monthly amount is due and payable on the first day of each month for each of the twelve (12) months of the Extended Term."

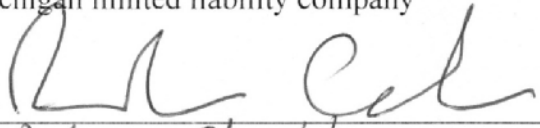
- 3) Except as provided herein, all terms, covenants and conditions of the Lease, and all rights of Landlord and Tenant thereunder, shall remain in full force and effect and are not otherwise altered, amended, revised or changed.

In the Presence of:



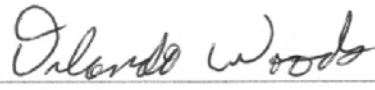
LANDLORD:

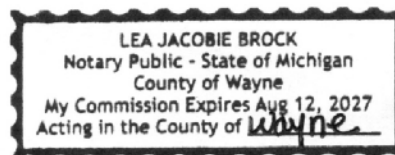
HARPER GLOBAL ENTERPRISES, LLC, a
Michigan limited liability company

By 
John Chochla
Its: Vice President

TENANT:

DETROIT SERVICE LEARNING ACADEMY, a
Michigan non-profit corporation and
PUBLIC SCHOOL ACADEMY

By 
ORLANDO WOODS
Its: President of Board of Directors



ADDENDUM NO. 2 TO LEASE AGREEMENT

BETWEEN

HARPER GLOBAL ENTERPRISES, LLC

-and-

DETROIT SERVICE LEARNING ACADEMY

THIS ADDENDUM NO. 2 TO THE LEASE AGREEMENT dated June 27, 2019
between:

- HARPER GLOBAL ENTERPRISES, LLC, a Michigan limited liability company, whose address is 79 Kercheval Road, Grosse Pointe Farms, Michigan 48236, the lessor, hereinafter designated as "Landlord," and
- DETROIT SERVICE LEARNING ACADEMY, a Michigan non-profit corporation, organized as a Public School Academy, whose address is Board President, 21605 W. Seven Mile Road, Detroit, Michigan 48219, the lessee, hereinafter designated as "Tenant,"

with respect to premises consisting of a school building and real property situated in the City of Oak Park, Oakland County, Michigan, commonly known as 21700 Marlow Street, Oak Park, Michigan (the "Premises") and more particularly described in the parties' "Lease"

is made as of this 30th day of June, 2022.

WHEREAS, the original "Term" of the Lease ended on June 30, 2021; and

WHEREAS, the parties on June 22nd, 2021 entered into Lease Addendum No. 1 to the Lease extending the Term of the Lease for an additional one (1) year; and

WHEREAS, Tenant expressed an interest in purchasing the Premises from Landlord, but Tenant has not yet formally exercised its option to purchase the Premises pursuant to the Lease provisions; and

WHEREAS, Landlord is willing to extend the Term of the Lease for an additional one (1) year under the terms set forth in this Addendum so that Tenant can continue to explore the potential purchase of the Premises from Landlord;

NOW, THEREFORE, the parties agree to further modify the Lease in the following respects:

- 1) Paragraph 1 of the Lease ["Term"] shall be and hereby is modified in the following respect, only: the Lease shall be extended from July 1, 2022 through the earlier of (i)

June 30, 2023 and (ii) thirty (30) days after the Closing on Tenant's purchase of the Premises from Landlord (hereafter the "Second Extended Term").

- 2) Paragraph 4(d) of the Lease ["Rent" / "Tenant's Option to Extend Lease"] shall be and hereby is deleted in its entirety and replaced with the following:

"The monthly Base Rent during the Second Extended Term shall be Twenty-Eight Thousand Eight Hundred Thirty-Five and 00/100 (\$28,835.00) Dollars each, which monthly amount is due and payable on the first day of each month for each of months of the Second Extended Term."

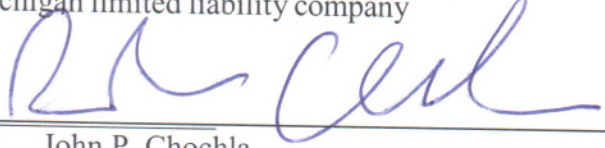
- 3) Except as provided herein, all terms, covenants and conditions of the Lease, and all rights of Landlord and Tenant thereunder, shall remain in full force and effect and are not otherwise altered, amended, revised or changed.

In the Presence of:

LANDLORD:

HARPER GLOBAL ENTERPRISES, LLC, a
Michigan limited liability company

By

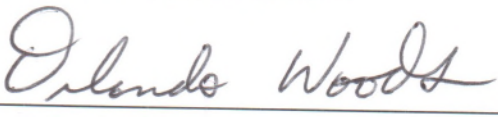

John P. Chochla

Its: Vice President

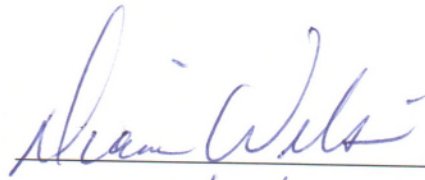
TENANT:

DETROIT SERVICE LEARNING ACADEMY, a
Michigan non-profit corporation and
PUBLIC SCHOOL ACADEMY

By


Orlando Woods

Its: President of Board of Directors


Exp. 3/12/25 6/30/22

DIANA WILSON
NOTARY PUBLIC - MICHIGAN
WAYNE COUNTY
MY COMMISSION EXPIRES 03/12/2025
ACTING IN WAYNE COUNTY

ADDENDUM NO. 3 TO LEASE AGREEMENT

BETWEEN

HARPER GLOBAL ENTERPRISES, LLC

-and-

DETROIT SERVICE LEARNING ACADEMY

THIS ADDENDUM NO. 3 TO THE LEASE AGREEMENT dated June 27, 2019
between:

- HARPER GLOBAL ENTERPRISES, LLC, a Michigan limited liability company, whose address is 79 Kercheval Road, Grosse Pointe Farms, Michigan 48236, the lessor, hereinafter designated as "Landlord," and
- DETROIT SERVICE LEARNING ACADEMY, a Michigan non-profit corporation, organized as a Public School Academy, whose address is Board President, 21605 W. Seven Mile Road, Detroit, Michigan 48219, the lessee, hereinafter designated as "Tenant,"

with respect to premises consisting of a school building and real property situated in the City of Oak Park, Oakland County, Michigan, commonly known as 21700 Marlow Street, Oak Park, Michigan (the "Premises") and more particularly described in the parties' "Lease" and in this Addendum No. 3

is made as of this 21 day of July, 2023.

WHEREAS, the Lease provided for the lease of a portion of the Premises referred to as "Phase I" and consisting of approximately 24,909 square feet (the "Leased Premises"); and

WHEREAS, the original "Term" of the Lease ended on June 30, 2021; and

WHEREAS, the parties on June 22, 2021 entered into Lease Addendum No. 1 to the Lease extending the Term of the Lease for an additional one (1) year through June 2022; and

WHEREAS, the parties on June 30, 2022 entered into Lease Addendum No. 2 to the Lease extending the Term of the Lease for an additional one (1) year through June 2023; and

WHEREAS, Tenant has expressed an interest in occupying, in addition to the Leased Premises, some additional space within the Premises consisting of approximately 7,717 square feet, including the Gymnasium and adjoining areas more particularly described and depicted in the attached Exhibit 1 (the "Additional Space"); and

WHEREAS, Landlord is willing to lease the Additional Space to Tenant, and to incur substantial costs associated with improving the Additional Space, under the following terms and conditions;

NOW, THEREFORE, the parties agree to further modify the Lease in the following respects:

- 1) Paragraph 1 of the Lease ["Term"] shall be and hereby is modified in the following respect, only: the Lease shall be extended from July 1, 2023 through June 30, 2026 (hereafter the "Third Extended Term").
- 2) Paragraph 4(d) of the Lease ["Rent" / "Tenant's Option to Extend Lease"] shall be and hereby is deleted in its entirety and replaced with the following:

"The monthly Base Rent during the Third Extended Term shall be:

- From July 1, 2023 until the issuance of a Temporary Certificate of Occupancy for the Additional Space, **TWENTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-FIVE AND 00/100 (\$28,835.00) DOLLARS** each, which monthly amount is due and payable on the first day of each month for each such month(s) of the Third Extended Term.
 - From the issuance of a Temporary Certificate of Occupancy for the Additional Space, **THIRTY-EIGHT THOUSAND SEVEN HUNDRED FORTY THREE AND 00/100 (\$38,743.00) DOLLARS** each, which monthly amount is due and payable on the first day of each month for each such months of the Third Extended Term."
- 3) During the Third Extended Term, Tenant shall lease from Landlord the original Leased Premises and, after the issuance of a Temporary Certificate of Occupancy the Additional Space, consisting of a total of approximately 32,626 square feet of the Premises.
 - 4) The Tenant's "Option to Purchase" the Premises shall be modified in the following respects:
 - a. Such Option to Purchase may be exercised by Tenant at any time during the Third Extended Term so long as Tenant is not in breach of any of its obligations under the Lease and Addenda;
 - b. Tenant may consummate its Option to Purchase either through a land contract with Landlord or by cash from the issuance of bonds. In the event Tenant elects to issue bonds to purchase the Premises, and should the timeline for issuance thereof exceed the expiration date of this Lease, then Tenant shall be permitted to hold over on a month-to-month basis until closing on the bonds at the same rent described above.
 - c. Any land contract with Landlord shall provide, at a minimum, for the down payment by Tenant of at least twenty (20%) percent of the Purchase Price, monthly payments by Tenant of principal and interest of at least \$35,000, the

accrual of interest on the unpaid balance of at least eight (8%) percent per annum, and the balance of the land contract paid in full no later than sixty (60) months from the date of the land contract.

- 5) Except as provided herein, all terms, covenants and conditions of the Lease, and all rights of Landlord and Tenant thereunder, shall remain in full force and effect and are not otherwise altered, amended, revised or changed.

In the Presence of
MONICA MITCHELL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires October 02, 2025
Acting in the County of _____

Subscribed and sworn to me, in my presence,
this 21 day of July
2 023, a Notary Public in and for the
(county) (state) of Oakland Michigan
[Signature]
(Signature)
Notary Public

My commission expires 10-2 2025
MONICA MITCHELL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires October 02, 2025
Acting in the County of _____

Subscribed and sworn to me, in my presence,
this 21 day of July
2 023, a Notary Public in and for the
(county) (state) of Oakland Michigan
[Signature]
(Signature)
Notary Public

My commission expires 10-2 2025

LANDLORD:

HARPER GLOBAL ENTERPRISES, LLC, a
Michigan limited liability company

By [Signature]
Vice
Its: President

TENANT:

DETROIT SERVICE LEARNING ACADEMY, a
Michigan non-profit corporation and
PUBLIC SCHOOL ACADEMY

By [Signature]
Its: President of Board of Directors - on

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

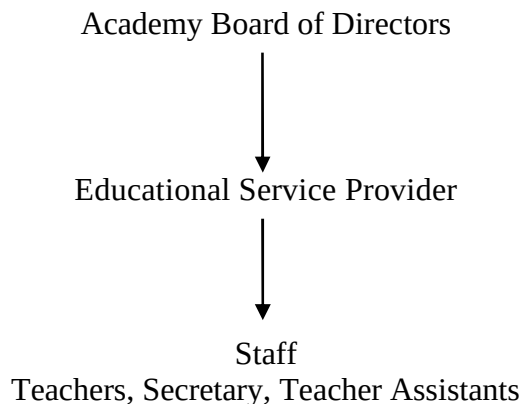
SCHEDULE 7a

Governance Structure

The University 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 University 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 University Board. The University Board shall select the members of the Academy Board according to the terms and conditions set forth by the University 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.



Detroit Service Learning Academy Board currently consists of seven (7) members. The Lake Superior State University Board of Trustees 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	Term Expiration
Orlando Woods	June 30, 2028
Airlene Gross	June 30, 2026
Allen Richardson	June 30, 2026
Idowu Jegede	June 30, 2026
Douglas Bartell	June 30, 2028
James Dozier	June 30, 2027
Jeanette Owens	June 30, 2027

SECTION B

EDUCATIONAL GOALS

Educational Goals

Detroit Service Learning Academy's 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 set by the authorizer. 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 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	Target
2 nd -8 th	The median Student Conditional Growth Percentile as measured by Measures of Academic Progress® by NWEA.	The median Student Conditional Growth Percentile will be at or above the 50 th percentile

Measure 2: Student Achievement

The academic achievement of all students who have been enrolled for three or more consecutive academic years at the Academy will be assessed using the following metrics and achievement targets.

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

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 Norm Targets

Grade	Spring Reading Target	Spring Math Target
2 nd	182	187
3 rd	194	199
4 th	202	210
5 th	208	216
6 th	212	220
7 th	215	224
8 th	218	229

NOTE: The targets are based on NWEA MAP's 2025 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 with no need for a contract amendment.

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.

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

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

Measure 4: Academy Specific Goals

Grade(s)	Metric	Target
All Grades	Service Learning Projects	A minimum of 80% of students will participate in no fewer than 2 service-learning projects annually.
Classroom Teachers	Service Learning Projects	A minimum of 80% of classroom teachers shall develop and implement no fewer than 2 service-learning projects annually.

Note: At least 50% of the service learning projects will involve developing community partnerships.

SECTION C

EDUCATIONAL PROGRAMS

The Pre-Kindergarten through Grade 8 educational program is designed to address the Common Core State Standards and the Michigan Academic Standards across the essential academic subjects: English Language Arts, Mathematics, Science, and Social Studies. Additional curriculum offerings promote student engagement and preparation for 21st-century learning skills. Service learning is embedded within the curriculum as a fundamental learning opportunity for students to experience real-world applications that benefit both local and global communities. Accordingly, the curriculum challenges students by maintaining high expectations and promoting high-yield teaching strategies that lead to rigorous student outcomes.

Curriculum Providers

- **Reading/ELA (K–5): Wonders**
- **Reading/ELA (6–8): Wonders**
- **Mathematics (K–5): Everyday Mathematics and enVision**
- **Mathematics (6–8): Big Ideas Math**
- **Social Studies (K–8): Wayne RESA Atlas Rubicon**
- **Science (K–8): STEMscopes**

Foundational Literacy and Reading Law

The Academy develops the foundational literacy skills of all students (reading, writing, and comprehension) through systematic instruction and appropriate intervention. In 2016, the Michigan Legislature enacted the “Read by Grade Three” law (MCL 380.1280f), which requires schools to identify learners who are struggling with reading and writing and to provide additional support. The goal is for students to read at or near grade level by the end of Grade 3. Through a Multi-Tiered System of Supports (MTSS), students who are at risk receive targeted, tiered interventions to improve reading abilities and to ensure they have the best opportunity to succeed.

Elementary Program Focus

Cohorts of students in the elementary grades acquire increasingly sophisticated knowledge about their immediate world and the factors that shape it. The District’s goal is to strengthen institutional capacity to meet the identified Common Core and Michigan Academic Standards with the greatest potential to improve student performance and organizational effectiveness.

Upper Grades Program Focus

The curriculum approach for the upper grades prepares students for high school and beyond by immersing them in an educational experience that elevates social-emotional learning, critical thinking, and the purposeful use of technology aligned to future global skills. The Academy

pilots and refines curricular programming to expose and engage students within a clear framework for college and career readiness.

Continuous Improvement and Instructional Supports

Curriculum selections and tiered support services are reviewed annually to ensure alignment with state standards and student performance, with the aim of improving both state and norm-referenced assessment outcomes. Teacher input, benchmarking, and curriculum budget comparisons inform ongoing curricular adaptation. Instruction is delivered through effective, evidence-based practices that are fluid and differentiated to meet the needs of all learners. Continuous improvement efforts guide the evaluation of curriculum and programming to prepare students to contribute to the workforce as responsible citizens and lifelong learners. Service learning supports this aim by building a strong sense of self and emphasizing 21st-century expectations including critical thinking, problem-solving, communication, collaboration, creativity, innovation, and leadership.

Professional Learning and Capacity Building

Effective implementation of the curriculum requires a balanced program of staff development. The District invests in the intentional development of teachers' curriculum knowledge and capacity, with professional learning aligned to standards and student needs. A concentrated effort to promote and model desired practices, processes, and programs is evident in the school culture. The District recognizes the importance of retention through ongoing support and the modeling of best practices that improve student achievement and organizational effectiveness over time.

Assessments

Students at the Detroit Service Learning District participate in NWEA MAP Growth assessments in Mathematics (and other tested areas) during the fall, winter, and spring, consistent with state and District requirements. State summative assessments (M-STEP and PSAT) are administered during the spring testing window, unless the State of Michigan receives and implements approved waivers from federal or state authorities.

References

- Michigan "Read by Grade Three" Law: MCL 380.1280f updated Public Act 7 of 2023
- NWEA MAP Growth (benchmark assessment)
- M-STEP and PSAT (state summative assessments)

SECTION D
CURRICULUM

CURRICULUM
TO BE UPLOADED SEPARATELY

SECTION E

METHODS OF PUPIL ASSESSMENT

SCHEDULE 7E

METHODS OF PUPIL ASSESSMENT

Establishing a comprehensive practice of student progress and achievement that are well matched with the Academy's educational program continues to be a top priority in conducting the Academy's balanced assessment system.

Each assessment provides data that is used for curricular modifications, lesson planning, student groupings for differentiated instruction, and student identification for supplemental educational services/programs.

Michigan Department of Education - Required Assessments

Michigan Student Test of Educational Progress (MSTEP) is a 21st Century test given primarily online each Spring and is designed to gauge how well students are mastering state standards. These standards broadly outline what students should know and be able to do in order to be prepared to enter the workplace, career education training, and college. This assessment is given to students in 3rd through 8th and 11th grades.

SAT Suite of Assessments represents a globally recognized college admission test. The assessments (PSAT and SAT) have been redesigned to be more focused on what is learned in high school and what is needed to be successful in college. This Suite is administered to 9th - 11th grade students each Spring.

ACT WorkKeys assesses 11th grade students in locating information, problem-solving skills, applied mathematics, and reading for information. Results from the assessment assist students in their understanding of their preparedness for specific jobs and careers. Questions on the assessment resemble problems and scenarios found in the workplace and require students to apply their class work knowledge. Depending on student scores, they may qualify for the National Career Readiness Certificate which alerts potential employers to the career aptitude and skill set of the student.

Lake Superior State University (LSSU) - Required Assessment

Northwest Evaluation Association (NWEA) Measure of Progress (MAP) assessments in reading and mathematics are required for grades 3rd - 8th in the Fall, Winter and Spring. However, the Academy administers them to grades K - 10 and includes the Science assessment for eligible grades.

In addition to these results being used for measuring the Academy's progress on the charter education goals, the Academy identifies students for supplemental programs (after-school, summer school and assignment to interventionist teachers) and general education teachers use the data for adjustments in instruction.

Required Assessments

The Academy employs formative and summative assessments in all of its courses. Formative assessments guide daily classroom instruction needs and summative assessments represent mastery of the classroom instruction. On the course grades for report cards and transcripts, formative assessments represent 40% of the final grade and summative assessments represent 60% of the final grade. At the high school, there are midterms and final exams. At the elementary and middle schools, there are end-of-course common assessments.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Detroit Service Learning Academy

Enrollment Limits

The Academy will offer pre-kindergarten through eighth grade. The maximum enrollment shall be 1600 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

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

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

Application Process

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

Legal Notice

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

Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
 - A. The number of students who have re-enrolled per grade or grouping level.
 - B. The number of siblings seeking admission for the upcoming academic year per grade.
 - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 - D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing

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

Prior to the application period, the Academy shall:

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

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

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

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

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHEDULE 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

SCHEDULE 7h

AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in Pre-K 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. 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.