

OAKLAND UNIVERSITY

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

ISSUED TO:

DETROIT EDISON PUBLIC SCHOOL ACADEMY
(A PUBLIC SCHOOL ACADEMY)

BY THE

**OAKLAND UNIVERSITY
BOARD OF TRUSTEES**
(AUTHORIZING BODY)

August 15, 2012

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BOARD ACTION



Office of the Vice President for Legal Affairs,
General Counsel and
Secretary to the Board of Trustees

203 Wilson Hall
Rochester, Michigan 48309-4401
(248) 370-3112 Fax: (248) 370-4474

BOARD ACTION

August 7, 2012

The Board of Trustees at its meeting of August 6, 2012, approved the following resolution:

WHEREAS, the Michigan Revised School Code of 1976, as amended permits the Board to authorize public school academies meeting the requirements of the Board and the requirements of applicable law; and

WHEREAS, on October 5, 1995, the Board approved the Oakland University Policy on Public School Academies and Criteria for the Evaluation of Applications; and

WHEREAS, on May 2, 2007, the Board approved an amendment of the Criteria for the Evaluation of Applications; and

WHEREAS, the University has received each Academy's application requesting that the Board renew their respective Agreements and continue to authorize each Academy as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to continue to authorize the Academies as public school academies; now, therefore, be it further

RESOLVED, that the applications submitted by Dove Academy of Detroit, Detroit Edison Public School Academy, Star International Academy and Detroit Academy of Arts and Sciences each meet the requirements of the Board and of applicable law; and, be it further

RESOLVED, that the Board approves the applications of Dove, Detroit Edison, Star and DAAS; and, be it further

BOARD ACTION

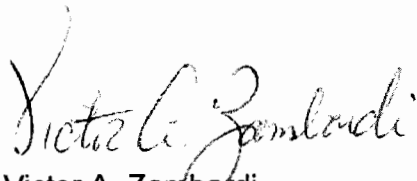
August 7, 2012

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RESOLVED, that the University administration shall negotiate and finalize Agreements with Dove, Detroit Edison, Star, and DAAS, respectively, in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Revised School Code of 1976 as amended; and, be it further

RESOLVED, that the term of the Agreements with Dove, Detroit Edison, Star, and DAAS shall expire no later than June 30, 2022; and, be it further

RESOLVED, that the Agreements shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel.

A handwritten signature in black ink, reading "Victor A. Zambardi". The signature is written in a cursive style with a large, stylized 'V' and 'Z'.

Victor A. Zambardi
Vice President for Legal Affairs,
General Counsel and
Secretary to the Board of Trustees

VAZ/cmh

Attachment

**Agendum
Oakland University
Board of Trustees Formal Session
August 6, 2012**

**RENEWAL OF CHARTERS FOR DOVE ACADEMY OF DETROIT, DETROIT EDISON
PUBLIC SCHOOL ACADEMY, STAR INTERNATIONAL ACADEMY AND
DETROIT ACADEMY OF ARTS AND SCIENCES**

A Recommendation

1. **Division and Department:** Academic Affairs - Public School Academies and Urban Partnerships, School of Education and Human Services.
2. **Introduction:** The Oakland University ("University") Board of Trustees ("Board") authorized the charters of the following public school academies (collectively "Academies").
 - a. Dove Academy of Detroit ("Dove") in 1997.
 - b. Detroit Edison Public School Academy ("Detroit Edison") in 1997.
 - c. Star International Academy ("Star") in 1998.
 - d. Detroit Academy of Arts and Sciences ("DAAS") in 2002.

Pursuant to those Board actions, academies must come before the Board every ten years for renewal of their charter contract (Agreement) so that they can continue as a public school academy. All of these Academies have reached that threshold time allotment, and excepting Detroit Edison, their respective Agreements that were scheduled to expire on June 30, 2012 are now being continued on a month-to-month basis pending Board action. Detroit Edison's Agreement expires on August 15, 2012.

During the terms of their respective Agreements, each of the Academies demonstrated academic and management proficiency and each have experienced growth and varying levels of success. Upon request by the University's Office of Public School Academies and Urban Partnerships ("PSA Office"), the Academies each submitted applications to renew their charters. The PSA Office reviewed each of the Academies' renewal applications, and found each of them to be consistent with the Michigan Department of Education (MDE) requirements and the University's educational mission. The PSA Office recommends that the Board renew each of the Academies respective charters, and authorize that each of the Academy charters be renewable for up to 15 years coterminous with each Academy's academic school year, or through June 30, 2027. While the requested term of charter authorization is 15 years, the PSA Office intends to issue charter agreements in shorter term increments, perhaps from three to six years

**Renewal of Charters for Dove Academy of Detroit,
Detroit Edison Public School Academy, Star International
Academy and Detroit Academy of Arts and Sciences
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depending upon school performance and related factors, renewable by the PSA Office through June 30, 2027.

Public school academies in Michigan were created by statute in 1994. Since that time, MDE has standardized the requirements for Agreements that incorporate the standardized MDE requirements. All of the Agreements for the respective Academies will be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and will be in compliance with the law and University policies and regulations and conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel. The University will be able to terminate those Agreements upon an Academy breach, or the Academy's failure to fulfill any of the statutory requirements applicable to public school academies, without any University liability to the Academy, to any pupil, parent, guardian or any other person.

3. Previous Board Action: On October 5, 1995, the Board approved Oakland University's Policy on Public School Academies. On May 2, 2007, the Board approved the amendment of the Criteria for the Evaluation of Applications. Previous Board Action for each of the Academies is as follows:

a. Dove Academy of Detroit

The Board passed a resolution approving the application of the Dove Academy of Detroit on February 6, 1997 ("Dove"). The University and Dove entered into an Agreement effective July 18, 1997 and continuing through August 31, 2000, which was amended on September 1, 2000 (Extend Term of Agreement), and December 1, 2001 (Grade Expansion). The University and Dove entered into a restated Agreement on June 30, 2003. The University and Dove entered into a new Agreement on September 1, 2007.

b. Detroit Edison Public School Academy

The Board passed a resolution approving the application of the Detroit Edison Public School Academy on February 6, 1997 ("Detroit Edison"). The University and Detroit Edison entered into an Agreement effective February 1, 1998 and continuing through June 30, 2001, which was amended on July 1, 2001 (Extend Term of Agreement), September 17, 2004 (Location) and June 28, 2006 (Extend Term of Agreement). The University and Detroit Edison entered into a new Agreement on August 30, 2006.

**Renewal of Charters for Dove Academy of Detroit,
Detroit Edison Public School Academy, Star International
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c. Star International Academy

The Board passed a resolution approving the application of the Star International Academy (originally named High Scope Academy) on April 2, 1998 ("Star"). The University and Star entered into an Agreement effective July 31, 1998 and continuing through August 31, 2001, which was amended on March 12, 1999 (Name Change), September 1, 2001 (Extend Term of Agreement), September 26, 2002 (Location), June 16, 2003 (Location), September 16, 2003 (Location) and August 10, 2005 (Location). The University and Star entered into a new Agreement on June 20, 2007.

d. Detroit Academy of Arts and Sciences

The Board approved the application of the Detroit Academy of Arts and Sciences on August 7, 2002 ("DAAS"). The University and DAAS entered into an Agreement effective July 1, 2003 and continuing through June 30, 2006, which was amended on June 30, 2003 (Update Certain Agreement Provisions), June 30, 2006 (Extend Term of Agreement), April 2, 2008 (Location); June 30, 2009 (Extend Term of Agreement) and December 14, 2011 (Location).

4. Budget Implications: Oakland University receives three percent (3%) of the state school funding received by each of the Academies as an administrative fee for oversight.

5. Educational Implications: The philosophy of each Academy is aligned with that of Oakland University's School of Education and Human Services ("School") and will be able to strengthen the mission of the School. Furthermore, the Academies will educate a well rounded and high achieving student body which in turn may become future Oakland University students.

6. Personnel Implications: There are no personnel implications associated with this resolution.

7. University Reviews/Approvals: The Academies' requests for renewal of their Agreements were reviewed and recommended by the Public School Academy Office and the Review Committee. The recommendation was approved by the Dean of the School of Education and Human Services and the Interim Senior Vice President for Academic Affairs and Provost.

**Renewal of Charters for Dove Academy of Detroit,
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8. Recommendation:

WHEREAS, the Michigan Revised School Code of 1976, as amended permits the Board to authorize public school academies meeting the requirements of the Board and the requirements of applicable law; and

WHEREAS, on October 5, 1995, the Board approved the Oakland University Policy on Public School Academies and Criteria for the Evaluation of Applications; and

WHEREAS, on May 2, 2007, the Board approved an amendment of the Criteria for the Evaluation of Applications; and

WHEREAS, the University has received each Academy's application requesting that the Board renew their respective Agreements and continue to authorize each Academy as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to continue to authorize the Academies as public school academies; now, therefore, be it further

RESOLVED, that the applications submitted by Dove Academy of Detroit, Detroit Edison Public School Academy, Star International Academy and Detroit Academy of Arts and Sciences each meet the requirements of the Board and of applicable law; and, be it further

RESOLVED, that the Board approves the applications of each Dove, Detroit Edison, Star and DAAS; and, be it further

RESOLVED, that the University administration shall negotiate and finalize Agreements with Dove, Detroit Edison, Star, and DAAS, respectively, in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Revised School Code of 1976 as amended; and, be it further

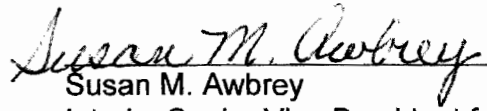
RESOLVED, that the term of the Agreements with Dove, Detroit Edison, Star, and DAAS shall expire no later than June 30, 2027; and, be it further

**Renewal of Charters for Dove Academy of Detroit,
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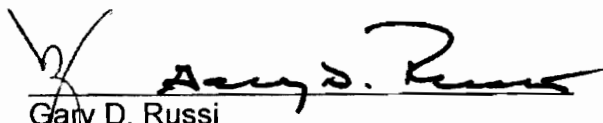
RESOLVED, that the Agreements shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel.

9. **Attachments:** None.

Submitted to the President
on 8/11, 2012 by


Susan M. Awbrey
Interim Senior Vice President for
Academic Affairs and Provost

Recommended on 8/1, 2012
to the Board for Approval by


Gary D. Russi
President



Office of the Vice President for Legal Affairs,
General Counsel and
Secretary to the Board of Trustees

203 Wilson Hall
Rochester, Michigan 48309-4401
(248) 370-3112 Fax: (248) 370-4474

BOARD ACTION

August 7, 2012

The Board of Trustees at its meeting of August 6, 2012, approved the following resolution:

WHEREAS, the Oakland University Board of Trustees approved the Oakland University's Policy on Public School Academies and the Criteria for the Evaluation of Applications on October 5, 1995; and

WHEREAS, the Oakland University Board of Trustees approved revisions to the Policy on Criteria May 2, 2007; and

WHEREAS, the requested amendments to the Criteria for the Evaluation of Applications in Attachment C are in the best interests of Oakland University, required to comply with applicable law and to more accurately reflect current PSA Office processes; now, therefore, be it

RESOLVED, that the Criteria for the Evaluation of Applications be amended to include the changes in Attachment C.

Victor A. Zambardi
Vice President for Legal Affairs,
General Counsel and
Secretary to the Board of Trustees

VAZ/cmh

Attachment

**Agendum
Oakland University
Board of Trustees Formal Session
August 6, 2012**

**AMENDMENT OF CRITERIA FOR THE EVALUATION OF APPLICATIONS
FOR PUBLIC SCHOOL ACADEMIES**

A Recommendation

1. **Division and Department:** Academic Affairs - Public School Academies and Urban Partnerships, School of Education and Human Services.

2. **Introduction:** In 1995, Oakland University ("University") formed the Office of Public School Academies and Urban Partnerships ("PSA Office"), which is housed in the School of Education and Human Services ("SEHS"), to provide quality educational choices to students in Wayne, Oakland and Macomb counties. Since that time, the University has chartered ten (10) public school academies which serve over 6,000 students, many in economically disadvantaged areas. These schools provide students with a quality education and further the mission of the SEHS and the University to build partnerships to enhance students' intellectual abilities and prepare them to lead and serve in the local and world communities.

To this end, on October 5, 1995, the University's Board of Trustees ("Board") approved the University's Policy on Public School Academies ("Policy") that establishes guidelines for authorizing public school academies (Attachment A). The Policy incorporates the Criteria for the Evaluation of Applications ("Criteria") and enumerates specific factors the PSA Office reviews and considers when assessing applications to charter a public school academy ("PSA"). On May 2, 2007, the Board approved revisions to the Policy due to changes in the law regarding the method of selection of PSA board members. The Criteria was also updated to include provisions on removal of PSA board members.

The PSA Office is requesting an amendment to the Criteria to comply with revisions to the Michigan Revised Code, the Michigan Statute that governs PSAs, MCLA 380.501 et seq. and to more accurately reflect current PSA Office processes.

The redlined and amended Criteria are Attachments B and C, respectively.

3. **Previous Board Action:** On October 5, 1995, the Board of Trustees approved the University's Policy on Public School Academies and the Criteria. On May 2, 2007, the Board approved revisions to the Policy and the Criteria.

4. **Budget Implications:** There are no budgetary implications associated with this resolution.

5. **Educational Implications:** There are no educational implications associated with this resolution.

6. **Personnel Implications:** There are no personnel implications associated with this resolution.

**Amendment of Criteria for Evaluation of Applications
for Public School Academies
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7. University Reviews/Approvals: The PSA Office's recommendation to amend the Criteria was reviewed and approved by the Dean of the School of Education and Human Services and the Interim Senior Vice President for Academic Affairs and Provost.

8. Recommendation:

WHEREAS, the Oakland University Board of Trustees approved the Oakland University's Policy on Public School Academies and the Criteria for the Evaluation of Applications on October 5, 1995; and

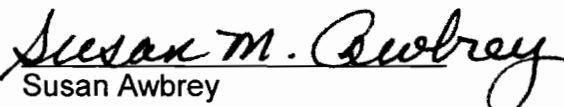
WHEREAS, the Oakland University Board of Trustees approved revisions to the Policy on and Criteria May 2, 2007; and

WHEREAS, the requested amendments to the Criteria for the Evaluation of Applications in Attachment C are in the best interests of Oakland University, required to comply with applicable law and to more accurately reflect current PSA Office processes; now, therefore, be it

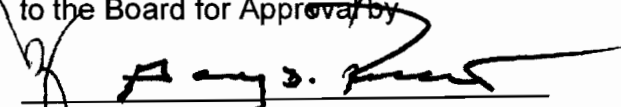
RESOLVED, that the Criteria for the Evaluation of Applications be amended to include the changes in Attachment C.

- 8. Attachments:**
- A. University Policy on Public School Academies
 - B. Red-lined Criteria for the Evaluation of Applications
 - C. Amended Criteria for the Evaluation of Applications

Submitted to the President
on 8/11, 2012 by


Susan Awbrey
Interim Senior Vice President for
Academic Affairs and Provost

Recommended on 8/1, 2012
to the Board for Approval by


Gary D. Russi
President

**POLICY ON PUBLIC SCHOOL ACADEMIES
(CHARTER SCHOOLS)**

**Approved by the Board of Trustees on October 5, 1995
Amended by the Board of Trustees on May 2, 2007**

The establishment of public school academies (charter schools), as authorized by recent state legislation, offers a means of improving the public elementary and secondary schools in the State of Michigan. Oakland University will assist in the establishment of public school academies in order to achieve those purposes set forth in the legislation, as follows:

To improve pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment.

To stimulate innovative teaching methods.

To create 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.

To achieve school accountability for pupil educational outcomes by placing full responsibility for performance at the school site level.

To provide parents and pupils with greater choices among public schools, both within and outside their existing school districts.

To determine whether state funds can be more effectively, efficiently, and equitably utilized by allocating funds on a per pupil basis directly to the school rather than through school district administration.

To achieve these purposes, Oakland University will authorize those public school academies which best meet the following guidelines:

- a. Further a mission and goals consistent with the mission and goals of Oakland University, as identified in Oakland University's Strategic Plan.
- b. Fill an identified and substantiated educational need or provide an opportunity for new learning experiences at a facility located in Wayne, Oakland, or Macomb County.
- c. Meet the identified and substantiated needs of its students through the use of an innovative instructional plan.

- d. Meet the needs of a culturally, economically and ethnically diverse student body and provide a diverse faculty and administrative staff.
- e. Utilize the best educational practices, as defined by the University, and attempt to develop even more effective educational programs and practices.
- f. Establish and implement a process for continuous self-evaluation and assessment, and a process for reporting the self-evaluation and assessment results to Oakland University.
- g. Establish linkages to Oakland University through allied research, educational and/or development partnerships with Oakland University faculty; and provide clinical experiences, internships and field experiences for Oakland University students.
- h. Demonstrate relationships with the business community and other community organizations.
- i. Present a fiscally sound and compelling business plan.
- j. Comply with applicable state and federal law.

Oakland University will select public school academies on a competitive basis from applicants which best demonstrate that they meet the purposes of the public school academies legislation, the guidelines set forth in this policy, and the Criteria for the Evaluation of Applications.

[Editor's note: The Criteria for the Evaluation of Applications, which was approved by the Board of Trustees on October 5, 1995 and amended by the Board of Trustees on May 2, 2007, is attached.]

**DELEGATION OF AUTHORITY CONCERNING
PUBLIC SCHOOL ACADEMIES**

Approved by the Board of Trustees on October 9, 1997

WHEREAS, the Board of Trustees of Oakland University wishes and intends to authorize and delegate to the President of Oakland University certain powers and authority as may be necessary and appropriate to carry out the policies of the Board of Trustees and to administer the business of Oakland University in accordance with such policies and directives as may be promulgated from time to time by the Board of Trustees; and

WHEREAS, the Board of Trustees wishes and intends by this resolution to delegate to the President of Oakland University full power and authority to carry out certain administrative functions of the university while retaining unto itself all legislative and discretionary powers which are not subject to delegation under law; now therefore be it

RESOLVED, that upon the recommendation of the university=s Public School Academy Advisory Review Committee, the President or his designee is hereby authorized and directed to amend the contracts between the Board and the Public School Academies and take any other such action as may be necessary and appropriate to carry out the business of Oakland University as authorizing body of the public school academies consistent with the Board policy on Public School Academies and the Criteria for Evaluation of Applications, the educational goals as set forth in the public school academy applications, and the law; and be it further

RESOLVED, that any such amendment or other action of a material nature be reported to the University Affairs Advisory Committee at the first meeting following the amendment or action; and be it further

RESOLVED, that no amendment shall increase the liability or obligation of the university; and be it further

RESOLVED, that an annual report on the status of the public school academies shall be presented to the Board of Trustees at a regularly scheduled Board meeting.

CRITERIA FOR THE EVALUATION OF APPLICATIONS

~~The Oakland University Office of Public School Academies and Urban Partnerships~~
~~Office ("PSA Office") Public School Academy Application Review Committee ("Review~~
~~Committee") shall use the following criteria, that incorporate requirements set forth in~~
~~the Revised School Code for public school academies, MCLA 380.501 et seq ("School~~
~~Code") and as the School Code requirements may be amended from time to time, -in~~
~~the evaluation of applications for charter, process to assist in determining the strengths~~
~~and weaknesses of proposed public school academies. -At the conclusion of the~~
~~evaluation process, the PSA Office Review Committee shall make a recommendation~~
~~through the Provost and University President to the Board of Trustees to authorize or~~
~~not to authorize the charter.~~

Section I: Demographic Characteristics

A. Identification of Applicant. The applicant for the proposed public school academy must be clearly identified and his/her affiliation indicated as an individual, a representative of a government entity or non-government entity, or other designation.

B. Name of proposed Public School Academy. The name of the proposed public school academy shall not duplicate that of another known public or private school.

C. Proposed date of opening. -The proposed opening date of the public school academy shall be identified and shall be reasonably achievable.

D. School calendar and school day schedule. The proposed school calendar and school day schedule shall meet or exceed any state mandated minimum at the time of the application.

E. Grade level(s) or ages of students to be enrolled. The application shall identify the grade level(s) and/or ages of students to be enrolled. -Additionally, plans, if any, for expanding the number of grades and/or ages of students to be enrolled in future years must be clearly stated.

F. Projected enrollment. The proposed number of students to be enrolled must be stated and the method of determining potential enrollment must be identified.

G. Student population. A description of the target student population must be included.

Section II: Purposes and Goals

A. Purposes of the Public School Academy

The purposes of the public school academy shall be congruent with the mission and goals of Oakland University, as reflected in the Oakland University Strategic Plan, and shall reflect a strong philosophical and educational focus that holds considerable promise for high quality teaching and learning for those students it is designed to serve.

4

Indicators:

(1) The educational underpinnings on which the proposed public school academy is to be founded are supported in part (but not necessarily in entirety) by research or documented practice elsewhere. –Note: In an effort to foster innovation, non-traditional educational practices which are supported by a comprehensive and thorough rationale are encouraged.

(2) The proposed public school academy will effectively address the needs of students.

(3) The proposed public school academy utilizes sound practice (i.e., contemporary teaching methods, structures, etc.), and also incorporates innovative teaching strategies and/or instructional technology.

(4) The proposed public school academy is incorporated pursuant to ~~Section 512a of the School Code, of 1976, as amended.~~)

(5) The proposed educational goals, programs and curricula are designed to fulfill ~~at least one of the purposes articulated in Section 511(1) of the School Code of 1976, as amended.~~ **[MCLA 380.502(3)(e)(ii)]**

B. Educational goals.

The educational goals of the public school academy may include statements of educational inputs; however, the goals must also include outcomes or performance based standards to be achieved by students.

Indicators:

(1) The proposed public school academy is committed to educating each student to his/her optimal level of learning.

(2) The proposed public school academy plans to develop a nurturing, child centered sense of educational atmosphere that contributes to the development of each student's confidence, sense of self-worth, personal enjoyment, and zest for learning.

(3) The proposed public school academy seeks to educate students to meet or exceed state and national standards of achievement.

(4) The proposed public school academy seeks to develop the critical thinking and problem solving skills of students.

-2-

Section III: - Admission and Retention

A. Admission policy and criteria to be maintained.

A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a ~~disabled handicapped~~ person, or any other basis that would be illegal if used by a school district. A public school academy may, however, limit admission to pupils who are within a particular range of ages or grade levels or on any other basis that would be legal if used by a school district.

Indicators:

(1) The applicant must provide a description of its plans to recruit students and to advertise the school's availability. It must specifically describe its plans to advertise within the geographical area to be served. The plan to advertise and recruit will be evaluated on whether the plan is calculated to inform those persons who are likely to be interested in the public school academy. The applicant must describe the enrollment period which will be available for registration by interested families. The enrollment period must offer evening and/or weekend enrollment opportunities. The applicant must describe both its initial plans for recruitment and advertising as well as plans for these activities once the academy has been started and has an established student body.

(2) The applicant must describe the process it plans to use for the random selection of students in the event the number of students wishing to enroll exceeds the number of seats provided by the public school academy.

(3) The applicant must comply with the PSA Office Policy on Student Application and Enrollment and any subsequent changes to the policy or existing law as may occur.

B. Retention

The public school academy shall demonstrate a commitment to retain and to educate all students who enroll.

Indicators:

(1) The proposed public school academy demonstrates a commitment to the retention of all students enrolled.

(2) Procedures are established for intervention and special help or counseling for those students who do not perform up to their potential or who violate established codes of conduct.

~~3~~

(3) The applicant presents a code of student conduct and set of procedures for discipline and dismissal.

~~3~~

(4) The applicant includes a plan for regular involvement of the student's parent(s) or guardian(s) or other person(s) legally responsible for the student, both at home and school, and provisions for monitoring this participation.

(5) The procedure for dismissal of students shall include the requirement that the student's parent(s), guardian(s) or other person(s) legally responsible for the student will be counseled and provided a recommendation for future placement of the student.

Section IV: —Curriculum and Instructional Outcomes

A. Curricular and Instructional Design.

The curriculum shall be designed to meet the substantiated educational needs identified by the public school academy. The curriculum shall be coordinated in such a manner to allow for effective teaching and learning. Innovations that provide meaningful learning and incorporate the expertise and research of Oakland University faculty and students and the expressed goals and needs of the business community and the community at large are encouraged.

Indicators:

(1) Minimally, the public school academy curriculum must comply with Michigan's core curriculum, if any.

(2) The curricular plan may include a unique curricular element, a unique instructional delivery system, and/or a unique assessment process.

(3) The curriculum plan shall include a comprehensive program evaluation component.

B. Student Assessment.

Evaluation is an integral part of curriculum and instruction and should occur on a regular basis. Minimally, outcomes evaluation must be incorporated into the assessment plan. Alternative assessment strategies that highlight students' achievement of identified outcomes are strongly encouraged.

~~4~~

Indicators:

(1) ~~(1)~~ Student performance shall be assessed using the mandated Michigan assessments designated under the School Revised School Code. **[MCLA 380.502(3)(e)(ii)]** The proposed assessment program must include at least one of the following: MEAP, California achievement test, Stanford achievement test, Iowa test of basic skills, metropolitan achievement test, or other State approved tests.

~~(1)~~(2) The Academy must administer bi-annually, at a minimal, a nationally recognized norm-referenced achievement test or program of testing approved by the University.

(23) Assessment strategies must be appropriate to the educational goals of the public school academy.

~~4~~

~~(34)~~ The public school academy will use the assessment results to improve teaching and learning for students.

Section V: Physical Facility

The public school academy shall be operated at a ~~single~~ site that is safe and appropriate for educational programming, and provides for the effective implementation of the curriculum. **[MCLA 380.502(3)(i)]**

A. Size.

The space and the configuration of the site shall be appropriate for effective implementation of the curriculum.

Indicators:

(1) The facility includes adequate instructional space.

(2) Instructional space is properly equipped with appropriate furnishings, teaching aids, and student learning materials.

(3) The public school academy either has, or has access to, specialized space as needed (e.g., library with appropriate holdings, laboratory with adequate equipment and supplies, musical instruments and practice rooms, studios, performance space, technology center, vocational shops, gymnasium, athletic fields, food preparation and dining facilities, etc.).

~~-5-~~

(4) The facility has an adequate heating and ventilation system, and, whenever possible, air conditioning.

(5) The public school academy contains adequate office space and equipment for the professional staff.

(6) The public school academy has made arrangements for custodial and maintenance services.

B. Location.

The academy shall be located in Wayne, Oakland, or Macomb County.

Indicators:

(1) The application includes an address and description of the facility.

~~-5-~~

(2) The application includes documentation demonstrating the applicant's legal right to occupy the facility on or before the proposed opening date for the public school academy, or the steps to be taken to obtain that legal right and demonstration of ability to take those steps.

C. Compliance with School Code and Other Applicable Laws.

The facility complies with the State School Code and laws relevant to health, safety, and accessibility standards.

Indicators:

(1) The facility and surrounding area is free from natural hazards and attractive nuisances.

(2) Design plans, blueprints or other documents demonstrate that the facility will be in compliance with the Persons with Disabilities Act, ~~Michigan Handicappers' Civil Rights Act~~ and the Americans with Disabilities Act.

(3) Documentation demonstrates that the facility complies with the National Fire Protection and Life Safety Codes 101, sections 10 and 11.

(4) The public school academy has property-all risk insurance in an amount sufficient to cover the total value of the academy's real and personal property.

Section VI: Budget and Finance

Adequate financial resources are available to meet operating, capital and start-up costs of the public school academy. The proposed operating budget is consistent with the needs of the public school academy.

Indicators:

(1) A five-year financial projection for the public school academy includes consideration of all operating, capital and start-up costs and related funding sources. The applicant must identify financial resources on hand or committed resources from donors or other sources to fund costs of the public school academy not included in State aid.

(2) The proposed operating budgets include consideration for all elements of school operations.

(3) Adequate reserves are available to meet unplanned emergencies.

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Section VII: Staffing and Governance Structure

A. Governance Structure

The governance structure is designed to provide for the orderly and effective operation of the public school academy, in compliance with all applicable state and federal laws.

Indicators:

(1) The public school academy utilizes a governance structure that through its board, in which considerable authority and responsibility is placed, engages in educational planning in collaboration with the school leader(s), staff, and community

such that the primary focus is on academic achievement and accountability, in line with the mission and goals of the public school academy. The public school academy demonstrates employment of a site-based cooperative governance structure, placing considerable authority and responsibility into the hands of the public school academy faculty and staff as it relates to the teaching methods and the implementation of the curriculum, and involving parents, the business community and the community at large.

(2) Descriptions of faculty-administrative and staff responsibilities, qualifications and certification demonstrate attention to site-based cooperative governance.

B. Board of Directors

The Oakland University Board of Trustees ("University Board") requires that a public school academy meet the following criteria with respect to the method of selection, length of term, and number of members of its board of directors ("Academy Board"):

(1) Method of Selection. Oakland University's Director of Public School Academies and Urban Partnerships ("Director") is authorized to develop and administer an Academy Board selection and appointment process in accord with the criteria below:

a. Initial Academy Board. The University Board shall appoint the initial Academy Board by formal resolution. The Director shall recommend nominees for the initial Academy Board based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check, and reference checks. Each nominee shall be available for interview by the University Board or its designee. The University Board may reject any or all initial Academy Board nominees.

b. Subsequent Academy Board Members. The Oakland University Vice President for Academic Affairs and Provost ("Provost"), upon recommendation from the Dean of the Oakland University School of Education and Human Services ("Dean"), shall appoint all subsequent Academy Board members. The Director shall recommend nominees to the Dean based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check and reference checks. Each nominee shall be available for interview by the Provost or the Provost's designee. The Provost may reject any or all subsequent Academy Board nominees.

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c. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. Nominees shall submit the Public School Academy Board Member Questionnaire for review by the Director. If the Director elects not to recommend any of the Academy Board's nominees for a vacant position on the Academy Board, the Director may

nominate and recommend an Academy Board member of the Director's own choosing for the vacant position, or may request additional nominees from the Academy Board.

d. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.

(2) Length of Term. The term of each member of the Academy's Board shall be for a period of three (3) years, except that of the members first appointed, approximately one-third shall be appointed for a term of three (3) years, approximately one-third shall be appointed for a term of two (2) years, and approximately one-third shall be appointed for a term of one (1) year. At its organizational meeting, the Academy Board shall designate a term for each of the initial board members appointed by the University Board. All subsequent appointments shall be for three (3) year staggered terms. The terms for each position shall begin on July 1st and end on June 30th of the pertinent year, except the terms of the initial positions which shall begin upon appointment and end on June 30th of the pertinent year.

(3) Number of Directors. The initial number of board member positions on the Academy Board shall be five (5). The number of board member positions shall never be fewer than five (5) or more than nine (9). If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the Provost, may deem that failure an exigent condition and appoint a replacement.

(4) Qualifications of Members. –The Academy Board shall include only those individuals who are United States citizens –and residents of the State of Michigan. ~~Michigan.~~ **[MCLA 380.503(5) UNITED STATES CITIZENSHIP REQUIREMENT]** To the extent possible, the Academy Board shall include (1) a parent or guardian of a child attending the school; ~~and~~ (2) one professional educator, preferably a person with either elementary or secondary school administrative experience; ~~and~~ (3) one person representing the local community in which the Academy serves. Further to be qualified, members must submit all material requested by the PSA Office including but not limited to, an authorization to process a criminal background check of the nominee and submission annually of a conflict of interest disclosure as prescribed by the PSA Office. **[MCLA 380.507(1)(c) COMMUNITY REQUIREMENT]** The Academy Board shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) employees of the public school academy served by the Academy Board or independent contractors performing services for the public school academy; (3) any current or former director, officer, or employee of a management company that contracts with the public school academy served by the Academy Board; and (4) Oakland University officials or employees. ~~–[MCLA 380.503(6)(k) PROHIBITS CERTAIN CONFLICTS OF INTEREST].~~ A vacancy may be left on the initial board for a parent or guardian representative.

(5) Oath. All members of the Academy Board shall take and sign the constitutional oath of office, and shall cause a copy of such oath of office to be submitted to the Director. No appointment shall be effective prior to the taking and signing of the oath of office.

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(6) Removal of Members. Any Academy Board member may be removed with or without cause by the Provost at any time, or with cause by a two-thirds (2/3) vote of the Academy Board.

With the approval of the Provost, the University's Director of the PSA Office may suspend an Academy's Board member's service, if in his/her judgement judgment the member's continued presence would constitute a risk to persons or property, or would impair the operations of the Academy.

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

(8) Resignation. Academy Board members may resign at any time by providing written notice to the Academy Board. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board or the Provost, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method described at B(1)(b).

(9) Board Vacancies. An Academy Board vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as required by applicable law. Any vacancy shall be filled as provided by the method of selection adopted by the University Board.

(10) Compensation. An Academy Board member shall serve as a volunteer. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses related directly to their duties as an Academy Board member.

(11) —Other University Action. —The University Board authorizes and directs the Provost to take any other actions associated with the governance of Academy Board members as may be necessary or appropriate to carry out the business of Oakland University as authorizing body of public school academies.

(12)_Reservation of Rights. The foregoing notwithstanding, the University Board and its designee reserve the right at all times to review, rescind, remove, modify, ratify, or approve any Academy Board member.

(13)_Compliance with Law. _If at any time a change in applicable law makes illegal any of the requirements, obligations or actions set forth in or contemplated by the foregoing criteria, the affected parties shall comply with applicable law, as such law may be amended from time to time.

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C. By-Laws.

A set of by-laws must exist, setting forth the procedures and policies for the effective governance of the public school academy.

D. Administrators.

~~The head administrator must be an individual who has had three (3) or more years of previous experience as either a teacher or an administrator. Persons employed as a superintendent, principal, assistant principal or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the requirements mandated in School Code, as it may be the Revised , Section 380.1246 as amended from time to time. [MCLA 380.1246]~~

E. Teachers.

Teachers shall be either state certified teachers with the appropriate qualifications to teach the level or subjects they are to be assigned to teach, or Oakland University faculty members currently employed full-time Oakland University faculty members who have been granted institutional tenure, or have been designated as being on tenure track by the University. [MCLA 380.505(2)(a)] In general, the teaching staff shall be made up of teachers with varying degrees of experience.

~~F. Paraprofessionals.~~Non-School Staff.

Non-school staff ~~Parents and other lay people,~~ including specifically Oakland University education students, may be employed or may volunteer to assist teachers in the instruction of children. In all cases, their activities within the classroom shall be directed and supervised by a certified teacher or Oakland University faculty member.

Section VIII: Contractual Relationship with Oakland University

The public school academy enters into a contract with the University on terms and conditions acceptable to the University and in compliance with the School Code as may be amended from time to time. ~~of 1976, as amended.~~

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CRITERIA FOR THE EVALUATION OF APPLICATIONS

The Office of Public School Academies and Urban Partnerships ("PSA Office") shall use criteria that incorporate requirements set forth in the Revised School Code for public school academies, MCLA 380.501 et seq ("School Code") and as the School Code requirements may be amended from time to time, in the evaluation of applications for charter. At the conclusion of the evaluation process, the PSA Office shall make a recommendation through the Provost and President to the Board of Trustees to authorize or not to authorize the charter.

Section I: Demographic Characteristics

A. Identification of Applicant. The applicant for the proposed public school academy must be clearly identified and his/her affiliation indicated as an individual, a representative of a government entity or non-government entity, or other designation.

B. Name of proposed Public School Academy. The name of the proposed public school academy shall not duplicate that of another known public or private school.

C. Proposed date of opening. The proposed opening date of the public school academy shall be identified and shall be reasonably achievable.

D. School calendar and school day schedule. The proposed school calendar and school day schedule shall meet or exceed any state mandated minimum at the time of the application.

E. Grade level(s) or ages of students to be enrolled. The application shall identify the grade level(s) and/or ages of students to be enrolled. Additionally, plans, if any, for expanding the number of grades and/or ages of students to be enrolled in future years must be clearly stated.

F. Projected enrollment. The proposed number of students to be enrolled must be stated and the method of determining potential enrollment must be identified.

G. Student population. A description of the target student population must be included.

Section II: Purposes and Goals

A. Purposes of the Public School Academy

The purposes of the public school academy shall be congruent with the mission and goals of Oakland University, as reflected in the Oakland University Strategic Plan, and shall reflect a strong philosophical and educational focus that holds considerable promise for high quality teaching and learning for those students it is designed to serve.

Indicators:

- (1) The educational underpinnings on which the proposed public school academy is to be founded are supported in part (but not necessarily in entirety) by research or documented practice elsewhere. Note: In an effort to foster innovation, non-traditional educational practices which are supported by a comprehensive and thorough rationale are encouraged.
- (2) The proposed public school academy will effectively address the needs of students.
- (3) The proposed public school academy utilizes sound practice (i.e., contemporary teaching methods, structures, etc.), and also incorporates innovative teaching strategies and/or instructional technology.
- (4) The proposed public school academy is incorporated pursuant to the School Code.
- (5) The proposed educational goals, programs and curricula are designed to fulfill the purposes articulated in the School Code.

B. Educational goals.

The educational goals of the public school academy may include statements of educational inputs; however, the goals must also include outcomes or performance based standards to be achieved by students.

Indicators:

- (1) The proposed public school academy is committed to educating each student to his/her optimal level of learning.
- (2) The proposed public school academy plans to develop a nurturing, child centered sense of educational atmosphere that contributes to the development of each student's confidence, sense of self-worth, personal enjoyment, and zest for learning.
- (3) The proposed public school academy seeks to educate students to meet or exceed state and national standards of achievement.
- (4) The proposed public school academy seeks to develop the critical thinking and problem solving skills of students.

Section III: Admission and Retention

A. Admission policy and criteria to be maintained.

A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a disabled person, or any other basis that would be illegal if used by a school district. A public school academy may, however, limit admission to pupils who are within a particular range of ages or grade levels or on any other basis that would be legal if used by a school district.

Indicators:

(1) The applicant must provide a description of its plans to recruit students and to advertise the school's availability. It must specifically describe its plans to advertise within the geographical area to be served. The plan to advertise and recruit will be evaluated on whether the plan is calculated to inform those persons who are likely to be interested in the public school academy. The applicant must describe the enrollment period which will be available for registration by interested families. The enrollment period must offer evening and/or weekend enrollment opportunities. The applicant must describe both its initial plans for recruitment and advertising as well as plans for these activities once the academy has been started and has an established student body.

(2) The applicant must describe the process it plans to use for the random selection of students in the event the number of students wishing to enroll exceeds the number of seats provided by the public school academy.

(3) The applicant must comply with the PSA Office Policy on Student Application and Enrollment and any subsequent changes to the policy or existing law as may occur.

B. Retention

The public school academy shall demonstrate a commitment to retain and to educate all students who enroll.

Indicators:

(1) The proposed public school academy demonstrates a commitment to the retention of all students enrolled.

(2) Procedures are established for intervention and special help or counseling for those students who do not perform up to their potential or who violate established codes of conduct.

(3) The applicant presents a code of student conduct and set of procedures for discipline and dismissal. (4) The applicant includes a plan for regular involvement of the student's parent(s) or guardian(s) or other person(s) legally responsible for the student, both at home and school, and provisions for monitoring this participation.

(5) The procedure for dismissal of students shall include the requirement that the student's parent(s), guardian(s) or other person(s) legally responsible for the student will be counseled and provided a recommendation for future placement of the student.

Section IV: Curriculum and Instructional Outcomes

A. Curricular and Instructional Design.

The curriculum shall be designed to meet the substantiated educational needs identified by the public school academy. The curriculum shall be coordinated in such a manner to allow for effective teaching and learning. Innovations that provide meaningful learning and incorporate the expertise and research of Oakland University faculty and students and the expressed goals and needs of the business community and the community at large are encouraged.

Indicators:

(1) Minimally, the public school academy curriculum must comply with Michigan's core curriculum, if any.

(2) The curricular plan may include a unique curricular element, a unique instructional delivery system, and/or a unique assessment process.

(3) The curriculum plan shall include a comprehensive program evaluation component.

B. Student Assessment.

Evaluation is an integral part of curriculum and instruction and should occur on a regular basis. Minimally, outcomes evaluation must be incorporated into the assessment plan. Alternative assessment strategies that highlight students' achievement of identified outcomes are strongly encouraged.

Indicators:

(1) Student performance shall be assessed using the Michigan assessments designated under the School Code.

(2) The Academy must administer bi-annually, at a minimal, a nationally recognized norm-referenced achievement test or program of testing approved by the University.

- (3) Assessment strategies must be appropriate to the educational goals of the public school academy.
- (4) The public school academy will use the assessment results to improve teaching and learning for students.

Section V: Physical Facility

The public school academy shall be operated at a site that is safe and appropriate for educational programming, and provides for the effective implementation of the curriculum.

A. Size.

The space and the configuration of the site shall be appropriate for effective implementation of the curriculum.

Indicators:

- (1) The facility includes adequate instructional space.
- (2) Instructional space is properly equipped with appropriate furnishings, teaching aids, and student learning materials.
- (3) The public school academy either has, or has access to, specialized space as needed (e.g., library with appropriate holdings, laboratory with adequate equipment and supplies, musical instruments and practice rooms, studios, performance space, technology center, vocational shops, gymnasium, athletic fields, food preparation and dining facilities, etc.).
- (4) The facility has an adequate heating and ventilation system, and, whenever possible, air conditioning.
- (5) The public school academy contains adequate office space and equipment for the professional staff.
- (6) The public school academy has made arrangements for custodial and maintenance services.

B. Location.

The academy shall be located in Wayne, Oakland, or Macomb County.

Indicators:

- (1) The application includes an address and description of the facility.

(2) The application includes documentation demonstrating the applicant's legal right to occupy the facility on or before the proposed opening date for the public school academy, or the steps to be taken to obtain that legal right and demonstration of ability to take those steps.

C. Compliance with School Code and Other Applicable Laws.

The facility complies with the State School Code and laws relevant to health, safety, and accessibility standards.

Indicators:

(1) The facility and surrounding area is free from natural hazards and attractive nuisances.

(2) Design plans, blueprints or other documents demonstrate that the facility will be in compliance with the Persons with Disabilities Act and the Americans with Disabilities Act.

(3) Documentation demonstrates that the facility complies with the National Fire Protection and Life Safety Codes 101, sections 10 and 11.

(4) The public school academy has property-all risk insurance in an amount sufficient to cover the total value of the academy's real and personal property.

Section VI: Budget and Finance

Adequate financial resources are available to meet operating, capital and start-up costs of the public school academy. The proposed operating budget is consistent with the needs of the public school academy.

Indicators:

(1) A five-year financial projection for the public school academy includes consideration of all operating, capital and start-up costs and related funding sources. The applicant must identify financial resources on hand or committed resources from donors or other sources to fund costs of the public school academy not included in State aid.

(2) The proposed operating budgets include consideration for all elements of school operations.

(3) Adequate reserves are available to meet unplanned emergencies.

Section VII: Staffing and Governance Structure

A. Governance Structure

The governance structure is designed to provide for the orderly and effective operation of the public school academy, in compliance with all applicable state and federal laws.

Indicators:

(1) The public school academy utilizes a governance structure that through its board, in which considerable authority and responsibility is placed, engages in educational planning in collaboration with the school leader(s), staff, and community such that the primary focus is on academic achievement and accountability, in line with the mission and goals of the public school academy.

(2) Descriptions of administrative and staff responsibilities, qualifications and certification demonstrate attention to site-based cooperative governance.

B. Board of Directors

The Oakland University Board of Trustees ("University Board") requires that a public school academy meet the following criteria with respect to the method of selection, length of term, and number of members of its board of directors ("Academy Board"):

(1) Method of Selection. Oakland University's Director of Public School Academies and Urban Partnerships ("Director") is authorized to develop and administer an Academy Board selection and appointment process in accord with the criteria below:

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c. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. Nominees shall submit the Public School Academy Board Member Questionnaire for review by the Director. If the Director elects not to recommend any of the Academy Board's nominees for a vacant position on the Academy Board, the Director may nominate and recommend an Academy Board member of the Director's own choosing for the vacant position, or may request additional nominees from the Academy Board.

d. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.

(2) Length of Term. The term of each member of the Academy's Board shall be for a period of three (3) years, except that of the members first appointed, approximately one-third shall be appointed for a term of three (3) years, approximately one-third shall be appointed for a term of two (2) years, and approximately one-third shall be appointed for a term of one (1) year. At its organizational meeting, the Academy Board shall designate a term for each of the initial board members appointed by the University Board. All subsequent appointments shall be for three (3) year staggered terms. The terms for each position shall begin on July 1st and end on June 30th of the pertinent year, except the terms of the initial positions which shall begin upon appointment and end on June 30th of the pertinent year.

(3) Number of Directors. The initial number of board member positions on the Academy Board shall be five (5). The number of board member positions shall never be fewer than five (5) or more than nine (9). If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the Provost, may deem that failure an exigent condition and appoint a replacement.

(4) Qualifications of Members. The Academy Board shall include only those individuals who are United States citizens and residents of the State of Michigan. To the extent possible, the Academy Board shall include (1) a parent or guardian of a child attending the school; (2) one professional educator, preferably a person with either elementary or secondary school administrative experience; and (3) one person representing the local community in which the Academy serves. Further to be qualified, members must submit all material requested by the PSA Office including but not limited to, an authorization to process a criminal background check of the nominee and submission annually of a conflict of interest disclosure as prescribed by the PSA Office. The Academy Board shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) employees of the public school academy served by the Academy Board or independent contractors performing services for the public school academy; (3) any current or former director, officer, or employee of a management company that contracts with the public school academy served by the Academy Board; and (4)

Oakland University officials or employees. A vacancy may be left on the initial board for a parent or guardian representative.

(5) Oath. All members of the Academy Board shall take and sign the constitutional oath of office, and shall cause a copy of such oath of office to be submitted to the Director. No appointment shall be effective prior to the taking and signing of the oath of office.

(6) Removal of Members. Any Academy Board member may be removed with or without cause by the Provost at any time, or with cause by a two-thirds (2/3) vote of the Academy Board.

With the approval of the Provost, the University's Director of the PSA Office may suspend an Academy's Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would impair the operations of the Academy.

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

(8) Resignation. Academy Board members may resign at any time by providing written notice to the Academy Board. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board or the Provost, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method described at B(1)(b).

(9) Board Vacancies. An Academy Board vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as required by applicable law. Any vacancy shall be filled as provided by the method of selection adopted by the University Board.

(10) Compensation. An Academy Board member shall serve as a volunteer. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses related directly to their duties as an Academy Board member.

(11) Other University Action. The University Board authorizes and directs the Provost to take any other actions associated with the governance of Academy Board members as may be necessary or appropriate to carry out the business of Oakland University as authorizing body of public school academies.

(12) Reservation of Rights. The foregoing notwithstanding, the University Board and its designee reserve the right at all times to review, rescind, remove, modify, ratify, or approve any Academy Board member.

(13) Compliance with Law. If at any time a change in applicable law makes illegal any of the requirements, obligations or actions set forth in or contemplated by the foregoing criteria, the affected parties shall comply with applicable law, as such law may be amended from time to time.

C. By-Laws.

A set of by-laws must exist, setting forth the procedures and policies for the effective governance of the public school academy.

D. Administrators.

Persons employed as a superintendent, principal, assistant principal or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the requirements mandated in School Code, as it may be amended from time to time.

E. Teachers.

Teachers shall be either state certified teachers with the appropriate qualifications to teach the level or subjects they are to be assigned to teach, or currently employed full-time Oakland University faculty members who have been granted institutional tenure, or have been designated as being on tenure track by the University. In general, the teaching staff shall be made up of teachers with varying degrees of experience.

Non-School Staff. Non-school staff including specifically Oakland University education students, may be employed or may volunteer to assist teachers in the instruction of children. In all cases, their activities within the classroom shall be directed and supervised by a certified teacher or Oakland University faculty member.

Section VIII: Contractual Relationship with Oakland University

The public school academy enters into a contract with the University on terms and conditions acceptable to the University and in compliance with the School Codes may be amended from time to time.

TERMS AND CONDITIONS

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: AUGUST 15, 2012

ISSUED BY

THE OAKLAND UNIVERSITY BOARD OF TRUSTEES

TO

DETROIT EDISON PUBLIC SCHOOL ACADEMY

CONFIRMING THE STATUS OF

DETROIT EDISON PUBLIC SCHOOL ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

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

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

WHEREAS, the 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 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 Oakland 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 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 Edison Public School 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.
- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy.

- (e) “Authorizing Resolution” means the Resolution adopted by the University Board on August 6, 2012.
- (f) “Public Schools Academy Office Director or “PSAO Director” means the person designated by the University to administer the operations of the Public Schools Academy Office.
- (g) “Public Schools Academy Office” or “PSAO” means the office designated by the University as the initial point of contact for public school academy applicants and public school academies authorized by the University. The Public Schools Academy Office is also responsible for administering the University’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 380.1852 of the Michigan Compiled Laws.
- (i) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.
- (j) “Director” means a person who is a member of the Academy Board of Directors.
- (k) “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 PSAO Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Director, and is consistent with the PSAO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (l) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Public Schools Academy Office Director that apply to a Management Agreement. The Public Schools Academy Office Director may, at anytime and at his or her sole discretion, amend the ESP Policies. 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.
- (m) “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 from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.

- (n) “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 PSAO Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Director.
- (o) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Public Schools Academy Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Public Schools Academy Office Director may, at anytime 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.
- (p) “President” means the President of Oakland University or his or her designee.
- (q) “Resolution” means the resolution adopted by the University Board on August 6, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.
- (r) “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.
- (s) “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.
- (t) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, August 15, 2012, Issued by the Oakland University Board of Trustees to Detroit Edison Public School Academy Confirming the Status of Detroit Edison Public School Academy as a Public School Academy.”
- (u) “University” means the Oakland University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.

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 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 Oakland University. Oakland University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University voluntarily exercises additional powers given to it under the Code. Nothing in this Contract shall be deemed to be any waiver of the University's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University.

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 Oakland University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University and the Academy.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, the Oakland University Board of Trustees and Oakland 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 Oakland University Board of Trustees, or Oakland 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 Oakland University Board of Trustees or

Oakland 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 the Oakland University Board of Trustees or Oakland University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, Oakland University Board of Trustees or Oakland University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, the Oakland University Board of Trustees or Oakland 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 Resolutions. The University has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The University has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as [Exhibit A]. At any time and at its sole discretion, the University may amend the Resolution. Upon University 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 as Fiscal Agent for the Academy. The University is the fiscal agent for the Academy. As fiscal agent, the University assumes no responsibility for the financial condition of the Academy. The University 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 shall promptly, within ten (10) business days of receipt or as otherwise required by Applicable Law, forward to the Academy all state school aid funds or other public or private funds received by the University for the benefit of the Academy. The responsibilities of the University, 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. The University has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the University are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of University Expenses. The Academy shall pay the University an administrative fee to reimburse the University 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 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 or its designee. The Academy shall submit a written request to the PSAO Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The request will be submitted by the PSAO Director for consideration and determination made by the University or its designee.

Section 3.6. Authorization of Employment. The University 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. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of Oakland University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and, (iv) 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.

Section 3.7. PSAO Director 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 Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the PSAO Director, as designee of the University, 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 PSAO Director 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 University Public Schools Academy Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Public Schools Academy Office may request. Unless the PSAO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the PSAO Director shall notify the Academy if the proposed transaction is disapproved. 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 PSAO Director. By not disapproving a proposed transaction, the PSAO

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 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. The Academy shall seek a new contract by making a formal request to the PSAO Director in writing at least one year prior to the end of the current Contract Term. The PSAO Director 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. 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 as the most important factor of whether to issue or not issue a new contract. The University, 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 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 Invitation to Academy to Apply For Conversion to Schools of Excellence. If the University is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the University determines that the Academy meets the University's and the Code's eligibility criteria for applying to converting the Academy to a school of excellence, then the University 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 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 body corporate 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 Contract Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University, and may be removed with or without cause by the University or its designee 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 an owner, officer, director, employee or consultant or independent contractor of 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; and
- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University.

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, or spouse:
 - (i) Is employed by the Academy;
 - (ii) Works at or is assigned to 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.

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, and sign the constitutional oath of office at the Academy and file the same with the Public Schools Academy Office.

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. Upon filing, the Articles of Incorporation shall automatically be incorporated into this Contract. 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. Upon Academy Board approval, the Bylaws shall automatically be incorporated into this Contract. 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 members as set by the 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. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the Public Schools Academy 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 Public Schools Academy Office;
- (b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University may reasonably request;
- (c) an annual education report in accordance with the Code;
- (d) an bi-annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Public Schools Academy Office Director; 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 Public Schools Academy 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 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. In accordance with 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 Public Schools Academy 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, 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'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 PSAO a contract amendment, in a form and manner determined by the PSAO. The contract amendment shall include all information requested by the PSAO, 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. If approved the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University 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.

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 and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University'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 Public Schools Academy Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7 by contract amendment pursuant to Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.17. Postings of AYP and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

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 law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6A of the Code. The Academy shall comply with Part 6A and other parts of the Code that apply to public school academies.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time.

Section 8.3. Open Meetings Act. The Academy Board shall conduct all of its meetings in accordance with the Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. The records of the Academy shall be records subject to the provisions of the Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure

compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. As required by the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. As required by the Code, the Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, 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.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. The University 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 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 through its designee. The University, 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 delegates to the President of the University the approval of amendments to the 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 upon a majority vote of the Academy Board.

Section 9.3. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University or its designee. If the proposed amendment conflicts with any of the University's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University.

Section 9.4. 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, 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 shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.5. Emergency Action on Behalf of University. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation. An emergency situation shall be deemed to occur if the Public Schools Academy Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place. Upon the determination that an emergency situation exists, the Public Schools Academy Office Director may temporarily take action on behalf of the University with regard to the Academy or the Contract, so long as such action is in the best interest of the University and the Public Schools Academy Office Director consults with the University President or designee prior to taking the intended actions.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Termination by the Academy. At any time, for any reason, the Academy Board may terminate this Contract before the end of the Contract Term by presenting to the University a certified resolution requesting termination, not less than ninety (90) calendar days prior to the last day of operations, specifying the date of closing of the Academy, which date will not be earlier than the scheduled last day of the school year in which the notice was given.

Section 10.2. Termination by the University. The University may terminate this Contract before the end of the Contract Term as follows:

- (a) Termination Without Cause. Except as otherwise provided in subsections (b) or (c), the University, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place prior to the end of the school year in which the contract termination is requested. The Public Schools Academy Office shall provide notice of the termination to the Academy. If during the period between the University decision to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University may elect to initiate suspension or revocation of the Contract as set forth in this Article X.
- (b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University to make changes in the Contract that are not in the best interest of the University, then the University may terminate the Contract at the end of the Academy's school fiscal year in which the University's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:
 - (i) the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or
 - (ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.
- (c) Automatic Termination Caused By Placement of Academy in State School Reform/ Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the University may terminate this Contract at the end of the current school year.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University's process for suspending the Contract is as follows:

- (a) Public Schools Academy Office Director Action. If the PSAO Director determines that reasonable cause exists to believe 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 10.5(e) or (f), the PSAO Director may immediately suspend the Contract, pending completion of the revocation procedures set forth in Section 10.6.

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

Section 10.4. Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.8, this Contract may also be revoked by the University upon a determination by the University, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil achievement for all groups of pupils or meet the educational goals set forth in the 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 10.5. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.8, the University may revoke this Contract, where the Academy fails to fulfill in proper manner its obligations under the Contract, or the Academy's violation of any of the explicit or implicit terms, conditions, covenants, promises, agreements, representations, requirements or warranties contained or incorporated into the Contract as determined by the University in its sole and absolute discretion .

In addition, the Contract may be revoked by the University 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 is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (b) 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;
- (c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;

- (d) 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 PSAO's approval;
- (e) The Public Schools Academy Office Director discovers 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
- (f) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the PSAO in connection with the University's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.
- (g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University; or
- (h) The University, its Trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.10 of the Terms and Conditions.
- (i) The Academy loses accreditation with the State.
- (j) The Academy is in default of any current or future purchase agreement or lease for the site.

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

- (a) Notice of Intent to Revoke. The PSAO 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 PSAO 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 PSAO Director prior to a review of the Academy Board's response.

- (c) Plan of Correction. The PSAO Director shall review the Academy Board's response and determine whether the plan for correcting the deficiencies is reasonable ("Plan of Correction") and may adopt, modify or reject any 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 PSAO 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) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the PSAO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance 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; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board or a conservator/trustee to take over operations of the Academy. The PSAO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- (e) Effective Date of Revocation. If the University determines to revoke the Contract, the revocation shall be effective on the date of the University act of revocation, or at a later date as determined by the University. Notwithstanding any provision contained herein to the contrary, the decision of the University to revoke or terminate this Contract is exclusively and absolutely within the discretion of the University, is final and is not subject to review by any court of the State, or otherwise.
- (f) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University after a decision by the University to revoke the Contract, may be withheld by the University or returned to the Michigan Department of Treasury upon request.

Section 10.7. 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 Oakland County, Michigan, the Michigan Court of Claims or the Federal District Court for the

Eastern District of Michigan – Detroit. 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 10.7. This Section 10.7 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 10.8. Automatic Amendment or Revocation by State of Michigan. If the University is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6A of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, 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 revoked at the end of the current school year in which the notice is received without any further action of the University or the Academy. The University’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University shall forward a copy of the State’s Automatic Closure Notice to the Academy Board and request a meeting with 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 the State’s Automatic Closure 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 Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education with a copy to the PSAO.

Section 10.9. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform / Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Public Schools Academy Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Public Schools Academy Office. In addition to other matters, the corrective action plan shall include the Academy’s redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.9 shall not in any way limit the rights of the University to terminate, suspend or revoke this Contract.

Section 10.10. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University determines that conditions or circumstances exist

to lead the University to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University may take immediate action against the Academy pending completion of the procedures described in Section 10.6. As part of a reconstitution, the University may appoint a conservator/ trustee to manage the day to day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall be suspended and the conservator/ trustee shall act in place of the Academy Board. If this section has been implemented and the University determines the revocation to be appropriate, the revocation shall become effective immediately upon such decision.

Section 10.11. Academy Dissolution Account. If the University terminates, revokes or fails to issue a new Contract to the Academy, the PSAO Director shall notify the Academy that, beginning thirty (30) days after notification of the University's decision, the University shall 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 to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the PSAO Director's notice, the Academy Board Treasurer shall provide the PSAO Director, in a form and manner determined by the PSAO, 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.

Section 10.12. Obligations of the Academy. If the University terminates, revokes or fails to issue a new contract to the Academy all facets of the operations will be taken to a logical stopping point, a fiscal and technical report, and final audit will be prepared by the Academy and delivered to the University and the State Board within thirty (30) days of such action, and vendors and other parties to whom the Academy owes funds for services or products under legal and valid contracts or agreement will be entitled to receive just and equitable compensation from the Academy for any work performed or products delivered.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget. 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. By July 1st of each year, the Academy Board shall submit to the Public Schools Academy 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 business days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Public Schools Academy Office.

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:

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage can be occurrence or claim made. If Claims Made retroactive date must be same or before date of of the original University-Academy contract and longest available tail coverage must be purchased.
	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 and Non-Contributory 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 Corporal Punishment coverage
	Must include Sexual Abuse and Molestation Coverage
	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-Academy charter contract and longest available tail coverage must be purchased.
	\$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 and Non-Contributory 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 and Non-Contributory Coverage
	Higher limits will be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits with \$1,000,000 Employer Liability Limits
	NOTE: If PSA is leasing employees from ESP and does not have payroll, PSA must still carry workers' compensation coverage including Employers' Liability limits of

	\$1,000,000.
	PSA must be included as First Named Insured
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 but if Claims Made the longest available tail coverage must be purchased.
	\$2,000,000 limit with an unlimited aggregate or \$4,000,000 limit and 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 and Non-Contributory Coverage
	All coverages have to be included in Umbrella that are in General Liability, Automobile and E&O. Note: if Academy purchases additional Umbrella limits to meet the \$1,000,000 and \$3,000,000 for E&O then it must be in addition to the required Umbrella limits.
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 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, 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 PSAO 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 Public Schools Academy 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.

Furthermore, if the Academy utilizes an Educational Service Provider, the following insurance requirements apply:

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage. Coverage can be Occurrence or Claims Made. If Claims Made retroactive date must be same or before date of original University-Academy charter contract and longest available tail coverage must be purchased.
	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 and Non-Contributory 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 Corporal Punishment coverage
	Must include Sexual Abuse and Molestation coverage
	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-Academy charter contract and the longest available tail coverage must be purchased.
	\$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 and Non-Contributory 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 and Non-Contributory Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS

Workers' Compensation	Must be Occurrence Form
	Statutory Limits with \$1,000,000 Employer Liability 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 include third party coverage
	\$500,000 limit
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form but if Claims Made the longest available tail coverage must be purchased.
	\$2,000,000 limit with an unlimited aggregate or \$4,000,000 limit and 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 and Non-Contributory Coverage
	All coverages have to be included in Umbrella that are in General Liability, Automobile and E&O. Note: if Academy purchases additional Umbrella limits to meet the \$1,000,000 and \$3,000,000 for E&O then it must be in addition to the required Umbrella limits.
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 Oakland University Board of Trustees, Oakland University or any other authorizing body, or to enter into a contract that would bind the Oakland University Board of Trustees or Oakland 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 covenants not to sue the Oakland University Board of Trustees, Oakland University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The Oakland University Board of Trustees and Oakland 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 Oakland University Board of Trustees or Oakland 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. The Academy shall provide to the Public Schools Academy Office copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to an 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; Compliance with School Safety Initiative. The Academy shall comply with Section 1230 and 1230a of 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 Section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. The Academy shall comply with Sections 1230c through 1230g of the Code. 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.

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.

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

388.1166b. 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 this Contract as an 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 Oakland University. The parties acknowledge and agree that the Oakland University Board of Trustees, Oakland University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives 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 Oakland University, which arise out of or are in any manner connected with Oakland University Board of Trustees’ approval of the Academy’s application, Oakland University Board of Trustees’ consideration of or issuance of a Contract, the Academy Board’s or the Educational Service Provider’s preparation for and operation of the Academy, or which are incurred as a result of the reliance by Oakland University, Oakland University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the Oakland 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. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Oakland 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 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 380.1618, 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 Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.”

“Compliance with Section 12.18 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations Section 12.18(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. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Public Schools Academy Office in a form and manner consistent with the ESP policies of the Public Schools Academy Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Public Schools Academy Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without the need for any amendment under Article IX of these Terms and Conditions. The Public Schools Academy 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 Public Schools Academy Office in the same form and manner as a new Management Agreement.

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 email, 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 Oakland University Board of Trustees:	PSAO Director Oakland University 420J Pawley Hall Rochester, Michigan 48309
If to the University General Counsel:	General Counsel Oakland University 203 Wilson Hall Rochester, MI 48309
If to the Academy:	Academy Board President Detroit Edison Public School Academy 1903 Wilkins Detroit, MI 48207

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 any local, state or federal 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 six (6) years until June 30, 2018, unless sooner 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 and hold the Oakland University Board of Trustees, Oakland University and its Board of Trustees members, officers, employees, agents, representatives, students or volunteers in their official and personal capacities harmless from and against any and all claims, demands, suits, damages, judgments or liabilities, losses or expenses, 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's receipt, consideration or approval of the Application, the University'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 as an authorizing body under Part 6A of the Code, the University'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 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 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 Reliance on Warranties. The Academy represents and warrants, intending the University to rely thereon, that it is and will remain in compliance with Applicable Law and each provision of this Contract. The Academy further represents and warrants, intending the University to rely thereon, that it has obtained and will maintain all the licenses, authorizations and permits necessary in connection with the performance of its obligations under this Contract.

Section 12.16. University or PSAO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University or PSAO policies regarding public school academies which shall apply immediately, and general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract.

Section 12.17. 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.

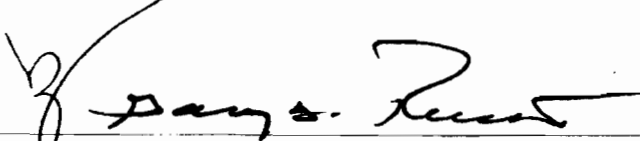
Section 12.18. Information Available to the Public.

- (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 12.19. Termination of Responsibilities. Upon termination or revocation of the Contract, the University 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.

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

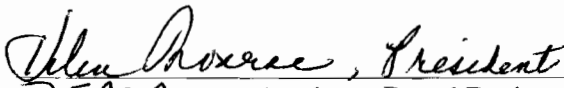
**OAKLAND UNIVERSITY
BOARD OF TRUSTEES**

By: 
President,

Date: 8-10-12, 2012

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 EDISON PUBLIC SCHOOL ACADEMY

By: , President
DEPSA, Academy Board Designee

Date: August 15, 2012

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

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

***This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT
for***

DETROIT EDISON PUBLIC SCHOOL ACADEMY

ID NUMBER: 747194

***received by facsimile transmission on September 10, 2012 is hereby endorsed
Filed on September 11, 2012 by the Administrator.***

***The document is effective on the date filed, unless a
subsequent effective date within 90 days after
received date is stated in the document.***



***In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 11TH day
of September, 2012.***

Director

Bureau of Commercial Services

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
DETROIT EDISON PUBLIC SCHOOL ACADEMY
(For Use by Domestic Nonprofit Corporations)**

1. These Amended and Restated Articles of Incorporation are executed pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6A of the Revised School Code, as amended (the "Code"), being MCL 380.501 et seq.
2. The present name of the corporation is Detroit Edison Public School Academy.
3. The identification number assigned by the Bureau is 747194.
4. All of the former names of the corporation are: The Edison Public School Academy.
5. The date of filing the original Articles of Incorporation was March 7, 1997.
6. The following Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation, as amended and/or restated, and shall be the Articles of Incorporation of the corporation:

ARTICLE I

The name of the corporation is: Detroit Edison Public School Academy.

The authorizing body for the corporation is: Oakland University Board of Trustees ("University Board").

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 public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
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 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 to charter a public school academy ("Contract") authorized under the Code.

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: See Schedule A.

Personal Property: See Schedule B.

The valuation of the foregoing assets was as of June 15, 2011.

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 public school academies.
- e. Other funds lawfully received.

ARTICLE IV

The address of the registered office is 1903 Wilkins, Detroit, Michigan 48207.

The mailing address of the initial registered office is the same.

The name of the resident agent at the registered office is Mr. Ralph Bland.

ARTICLE V

The corporation is a public school academy and a governmental agency performing essential public purposes and governmental functions of the State of Michigan.

ARTICLE VI

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, MCL 691.1407.

ARTICLE VII

Before the issuance of a Contract to the corporation by the University Board, 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

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

ARTICLE IX

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and shall be selected by the Board of Directors. The Board of Directors may select one or more assistants to the Secretary or Treasurer, and may also appoint such other agents as it may deem necessary for the transaction of the business of the corporation.

ARTICLE X

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

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE XI

These Articles of Incorporation shall not be amended except by the process provided in the Contract issued to the corporation by the University Board. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific amendments to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board designee may review and approve amendments to these Articles of Incorporation, provided, however, if deemed material they must be reviewed and approved by the University's General Counsel, then by the University's Board of Trustees.

At any time and for any reason, the University Board or an authorized designee may propose changes to these Articles of Incorporation or may propose a meeting 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 Articles of Incorporation. The

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 the Articles of Incorporation take effect only after this process is completed and the Articles of Incorporation are filed with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

ARTICLE XII

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

ADOPTION OF ARTICLES

These Articles shall become effective upon filing. However, the corporation shall not carry out its purposes until the University Board issues a contract to operate a public school academy and the contract is executed by designated representatives of the corporation and the University Board.

[SIGNATURE PAGE FOLLOWS]

These Amended and Restated Articles of Incorporation were duly adopted on the 17th day of August, 2012, in accordance with the provisions of Section 642 of the Act. These Amended and Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation, and were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.

Signed this 17 day of August, 2012.

By: Erma S. Yarbrough-Thomass

Print Name: Erma S. Yarbrough-Thomass

Print Title: Secretary

**SCHEDULE A
TO AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
DETROIT EDISON PUBLIC SCHOOL ACADEMY**

REAL PROPERTY OWNED BY CORPORATION

<u>Location</u>	<u>Value</u>
None	N/A

SCHEDULE B
TO AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
DETROIT EDISON PUBLIC SCHOOL ACADEMY

PERSONAL PROPERTY OWNED BY CORPORATION

<u>Property</u>	<u>Value</u>
Furniture, fixtures and equipment located in leased premises at 1903 Wilkins, Detroit, MI	\$850,000.00

DETROIT 25675-1 1255632v1

CONTRACT SCHEDULE 2

BYLAWS

BYLAWS
OF
DETROIT EDISON PUBLIC SCHOOL ACADEMY

ARTICLE I

NAME

This organization shall be called Detroit Edison Public School Academy (the “Academy” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

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

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

If less than a quorum is present at a meeting, a majority of the Academy Board then present can adjourn the meeting, providing such notice as is required under the Open Meeting Act.

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. If mailed, such notice shall be deemed to be delivered in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed delivered when it is sent. 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, except where a Director attends a meeting for the express purpose of objecting to the transaction or any business because the meeting is not lawfully called or convened.

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) action in respect to the fixing of compensation for or the 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), agents, 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 Oakland University or impose any liability on Oakland 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 Oakland University or impose any liability on Oakland 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 (a) obtaining 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, (b) meeting any additional requirements set forth in the Contract to charter between the Academy and the University Board and (c) obtaining the written approval of the changes or amendments by the University President or his designee. 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 15th day of August, 2012.

Tela Roseme, Bd President
Secretary

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Oakland University Board of Trustees ("University), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Detroit Edison Public School Academy, a public school academy.

Preliminary Recitals

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

WHEREAS, the University 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 or an officer or employee of Oakland University.

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts and disbursements 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.

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 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 loss through its gross negligence or willful default.

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

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Oakland University Board of Trustees to Detroit Edison Public School Academy.

BY:



Joseph L. Fielek, Director
Bureau of Bond Finance
Michigan Department of Treasury

Date: September 28 2012

CONTRACT SCHEDULE 4

OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Oakland University Board of Trustees ("University"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Detroit Edison Public School Academy (the "Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the University, 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.

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

"Oversight Responsibilities" means the University'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 Public Schools Academy Office, as it deems necessary to fulfill the University 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 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.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or amend 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 Michigan Educational Assessment Program(s), nationally recognized norm-referenced achievement test(s) or other assessment programs selected by the Academy are or have been appropriately administered 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 Public Schools Academy Office in accordance with the Master Calendar of Reporting Requirements adopted by the Public Schools Academy Office. The Master Calendar may be amended from time to time as deemed necessary by the Public Schools Academy Office Director.

b. Submit quarterly financial reports to the Public Schools Academy Office in a form and manner determined by the Public Schools Academy Office. Submit other financial reports as established by the Public School Academy Office.

c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Public Schools Academy Office.

d. Report to the Public Schools Academy Office and General Counsel for the University within ten (10) business days of receipt of notice any litigation or formal proceedings alleging violation of any Applicable Law by the Academy.

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 Public Schools Academy Office within ten (10) business days of submission .

f. Provide proposed minutes of all Academy Board of Directors' meetings to the Public Schools Academy Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Public Schools Academy Office within five (5) business days after the minutes are approved.

g. Submit to the Public Schools Academy Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract and proof of naming of University as an additional insured. The Public Schools Academy will properly maintain the necessary insurance certificates evidencing the insurance required by this Agreement.

h. Submit to the Public Schools Academy 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 Public Schools Academy Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.

j. Submit annually to the Public Schools Academy 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 Public School Academy 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 Public Schools Academy 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 Public Schools Academy Office of any changes to the Academy Board public meeting schedule. All of the Academy Board's public meetings will be conducted in compliance with the Michigan Open Meetings Act, MCL 15.261, et seq.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within ten (10) 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. Submit to the Public Schools Academy Office, the official enrollment of the Academy, once each semester after the official count date for the state of Michigan.

- p. Submit to the Public Schools Academy Office immediately upon receipt of the Academy Board, copies of any and all documents, materials and other items provided or submitted to the Academy Board, regardless of the identity of the party providing or submitting such information (unless the disclosure of such information would breach the Academy's attorney-client privilege), and regardless of whether such items are submitted or provided before, during or after an open or closed meeting of the Academy Board.
- r. Permit attendance of personnel of the Public School Academy Office or their designee(s) to the Academy Board's closed meeting sessions. The Academy will provide the Academy Office with reasonable notice of any such meeting.

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 or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The University 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 Public Schools Academy Office.

Section 3.02 Filing Place. All documents and information required to be filed with or submitted to the University pursuant to this Agreement will be submitted to the Public School Academy Office, School of Education and Human Services, Oakland University, 420 Pawley Hall, Rochester, MI 48309-4401.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the University an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible.

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 by this Agreement.

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 Public Schools Academy 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 Public Schools Academy Office
11. Copy of curriculum and other educational materials given to the Public Schools Academy 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 back-ground 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

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article III, Section 3.6., the Academy is authorized to employ or contract for personnel according to the position information outlined in this schedule. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies adopted by Public Schools Academy Office.

- Administrative Assistant
- Assistant Principal
- Director of School and Community Partnerships
- Director of Human Resources
- Director of Technology
- Director of Curriculum
- Enrichment Coordinator
- Enrichment Specialist
- IB Middle Years Programme Coordinator
- Library Media Specialist
- Math Curriculum Coordinator
- Reading and Writing Coordinator
- Reception
- Social Worker
- Science Curriculum Coordinator
- Teacher
- User Support Technician



Administrative Assistant

Under the direction of the Assigned Administrator, The Administrative Assistant will compile and keep records, issue records, issue reports, and otherwise relieve officials of clerical work and minor administrative and office details by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES :

- Assist the Admissions Officer in managing the main school office and handle all student enrollment packets, files, correspondence, and reports as may be required by the local; and state authorities as well as the authorizers, school board and the Executive Director.
- Assisting the Admissions Officer with student admissions and reporting requirements.
- Input into the computer and keep up-to-date all student immunization data and records.
- Record and keep student and staff attendance, student tardy early dismissal, visitor's record, staff time cards and substitutes and generate reports as needed by the Executive Director and the Principal to meet the requirements of the local and state authorities.
- Input school data and records into the computer and generate statistical reports: Enrollment, transportation purchases, directories (student and parents, staff, and vendors), and attendance.
- Review, route and respond to incoming mail. Locate and attach appropriate file to correspondence to be answered by supervisor.
- Take dictation and transcribe notes on computer, or transcribes from voice mail recordings.
- Compose type and translate to Arabic routine correspondence to parents.
- Handle phone calling of parents, suppliers, and request for information. Check phone messages three times daily.
- Schedule appointments for the Principal or Vice Principal.
- Prepare outgoing mail.
- Report to the Principal all complaints related to maintenance facility, supply needs discipline and keep records of all these complaints and action.
- Order office and classroom supplies, follow-up with purchase orders and packing slips, and receiving of purchases. Book supplies must be reviewed and followed up with by the Assistant Principal.
- Do inventory of office supplies and furniture.
- Handle copy machine maintenance and records.
- Keep supply rooms well organized.
- Ancillary duties as assigned y the Superintendent or his designee



Administrative Assistant

REPORTING

Report directly to the Administrator assigned to the academy. In this instance, reporting may be referred to a member of the Executive Team. The Administrative Assistant is employed by New Paradigm For Education.

APPROVALS


All activities must be pre-approved by the Principal before their final implementation. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the Director of Finance

ECLUSIONS

The responsibility does not include supervision of staff. Staff supervision issues should be referred directly to an Administrator. The responsibilities does not include student or staff counseling student disciplining and/or Representation of the Executive Administration unless specifically delegated by the Superintendent in writing.

CONFIDENTIALITY OF INFORMATION

The Employee shall keep confidential and not disclose, or make any use of, except for the Company's or Detroit Edison Public Schools Academy & New Paradigm for Education benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets formulated, methods, techniques, computations knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names and addresses, student parent's names and addresses, forecast marking plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials or other confidential information or subject matter pertaining to the Company's or school's business or any of its clients, customers students, parents consultants, suppliers or affiliates, which may produce, use, view or otherwise acquire during or while engaged pursuant to this Agreement.



DETROIT
edison
PUBLIC SCHOOL ACADEMY

Assistant Principal

Grades 9-12

BASIC FUNCTION:

Assist the Principal to provide for proper instruction and supervision of students and staff in accordance with the stated mission and goals of the Academy by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Academics

- Assists the Principal in the supervision of student discipline and oversees the implementation of the classroom and school discipline policies.
- Assists in providing students with counseling, guidance and proper supervision as needed.
- Assists in issuing disciplinary detentions and suspensions up to three days. Suspensions for more than three days must be referred to the Principal.
- Supervises and handles all building and facility maintenance program and complaints. Develops a staff complain reporting system.
- Assists the Principal in developing, supervising and evaluating the Academy's instructional programs and recommending such changes and improvements as may be needed, including the formulation of curriculum objectives and selection, development and revision of curriculum materials.
- Assists in the supervision of scheduling of the curriculum, teachers and students.
- Assists in the coordination of staff and student-mentoring program.
- Assists in monitoring the daily operation of all classrooms and subjects.
- Assists in the coordination of the standardized testing.
- Assists in reviewing report cards and progress reports.
- Assists in the staff training and development programs and schedule.
- Assists in providing for effective communication and relations between the administration and staff, and for building staff morale.
- Coordinates the School Athletic Programs.
- Assists in the coordination of all school meetings and staff committees.
- Writes and issues reports as needed.
- Assists in school fairs as may be directed by the Principal.
- Assists in the coordination of Parent-Teacher Conferences.
- Attends staff meetings and training sessions as may be needed.
- Establishes and maintains positive interpersonal relationships with all children, parent/guardians and fellow staff.
- Establishes and maintains positive team spirit among all staff and the Superintendent.
- Adheres to all established policies, procedures and code of ethics.
- Performs all duties with quality, efficiency and loyalty to the school and its management.
- Performs other duties as may be assigned by the Principal, the Executive Director/Superintendent, or her designee.
- Attends all school events and activities as may be directed by the Principal or Executive Director/Superintendent, such as Parent-Teacher conferences, Open Houses, Orientations, meetings, etc.



Building Safety

- Coordinates the school-wide safety program
- Formulates general safety policies and procedures to be followed in the academy in compliance with local, state and federal Occupational Safety and Health Administration (OSHA) rules and regulations.
- Prepares fire and tornado drill schedule and oversees its implementation.
- Schedules busing and field trip scheduling of students as may be directed by the Principal or Superintendent.
- Participates in the investigation and recording of accidents and injuries on academy premises.
- Reports to the Principal accident reports required by regulatory agencies.
- Consults with all departments on use of equipment, fire prevention and safety program.
- Oversees the coordination and supervision of the student Safety Patrol Program.

Students

- Supervises students during lunch, arrival, and dismissal.

Staff

- Assists in the recruitment and interviewing of qualified teachers. Recommends hiring, placement, and transfer of teachers.
- Assists in conducting staff meetings related to the curriculum or committees.
- Assists in the supervision and evaluation of the staff performance.
- Back up the Principal and/or Coordinator of the Bilingual and Tutorial Program during their absence and/or as needed.
- Provides assistance to the Superintendent or Directors as may be needed.

Communication, Community Relations and Activities

- Inform parents, staff and students about special events and activities. Write memos to staff and parents as needed. Inform staff about Open House requirements. Serve on School Improvement Plan and Total Quality Management Committees.

Reporting

- To report directly to the Principal, except as may be delegated by Superintendent. The Assistant Principal is employed by New Paradigm For Education.

Approvals

All activities must be pre-approved by the Principal before their final implementation or as may be delegated by him/her or by the Superintendent in writing.

Exclusions

- The responsibility does not include hiring or firing staff. All purchases must be pre-approved by the Superintendent. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or their absence beyond the maximum allowed sick/personal days off (which is 10 days during the entire school year), staff promotions, staff transfers or assignments, school closing, facility use and key



distribution and copying, making business or legal contractual and/or consulting agreements.

Skills

- Oral Communication Skills, Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer Literacy, Keyboard Skills, Time Management.

Education and Experience:

- Degree: Bachelor's Degree in Education or related academic field, a minimum of (3) years teaching and/or Administrative experience.

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Director of School and Community Partnership

The Director of School and Community Partnership fills a dual role in ensuring direct support for student school-based intervention, as well as organizing and administering school wide programs for parent and volunteer involvement.

The Director of School and Community Partnerships (DSCP) leads a school wide approach to identify, secure, and coordinate resources that work toward the assurance of success for every child, the inclusion of parents through partnership and the integration of services to children. The DSCP applies his or her clinical experience directly to students and provides leadership, facilitate and oversee the Solutions Team and Service Learning. Additional duties of the DSCP may vary and are based on local school and community needs as determined by the Superintendent. The DSCP reports to the Superintendent. The DSCP is employed by New Paradigm For Education.

The DSCP Partnership in order to facilitate school openings will:

- Work closely with the Superintendent in organizing and carrying out school opening processes and activities
- Oversee parent orientation and establish a plan for ongoing welcoming and inclusion of parents into the life of the school

The DSCP in order to facilitate Solution Team will:

- Organize and administer and guide the development and implementation of initial and ongoing coordination, referral, and follow-up of a variety of services to children needing additional support
- Provide direct service to students and teachers based on the referral process and the background experience of the DSCP
- Maintain records such as referral data, documentation of student support service and interventions, and attendance trends
- Work in collaboration with Special Edison colleagues to coordinate support service for students and communication with parents regarding student needs
- Provide appropriate follow-up to ensure that students' needs are being met and act as a point of contact for outside organization working with students and their families
- Organize and facilitate all Service Learning Projects
- Visit the homes of identified At-Risk students before the start of school and during the school year
- Schools liaison for Education of Homeless Children and Youth (EHCY)

The Direct DSCP in order to facilitate parent and volunteer involvement will:

- Design and oversee opportunities for involving parents, guardians, and volunteers in the life of school; establish a forum for publicizing ways parents/volunteers can be involved in the school; follow up with parents to make sure that all informed of relevant issues; evaluate effectiveness of parental involvement and volunteer program; and strive for continuous improvement in parent relations
- Design parent involvement programs that include: family fun, parent training, curriculum support, and parent/student activities



The DSCP in order to facilitate community resource/partnerships connections will:

- Coordinate and oversee the interactions between community organizations and partnership staff, students, and families to ensure true partnership
- Understand local governance and actively participate in house, academy and school activities and committees
- Openly and eagerly share expertise at the house, academy and school meetings

The DSCP in order to facilitate service learning will:

- Provide link between community placement sites and Service Learning students
- Liaison with Service Learning and community
- Enroll the student in community placements; maintains contact with agencies
- Provides information to and receive feedback from Service Learners
- Contacts Service Learner before service begins; provides all new and updated information about the placement site, nature of service, calendar of service and application and orientation procedures
- Maintains accurate service records for Service Learning students
- Familiarize self with site prior to student sign up by phoning sites, conducting introductory meetings and establishing a personal relationship with site contact person
- Maintain consistent contact with site contacts via site visits, phone calls, and mailings throughout the semester
- Gives prompt feedback to administrative staff after site visits, reporting successes and problems with the relationship, the service there, students, etc.
- Provides feedback about Service Learning to administrative staff

Professional Responsibilities:

- Write, implement, and evaluate their own professional development plans
- Solicit constructive feedback from lead teachers, curriculum coordinators and others who are observing instruction
- Support the professional development plans of colleagues
- Ancillary Duties As Assigned by Superintendent or his designee

Family Relationships:

- Communicate with their students' parents on a regular basis

Requirements:

- BA or BS is preferred
- Appropriate teacher certification
- Knowledge and understanding of the curriculum

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the Company's or school's business or any of its clients, customers students, parents consultants, suppliers or affiliates, which may produce, use, view or otherwise acquire during or while engaged pursuant to this Agreement.



Director of Human Resources

The Director of Human Resources maintains the uttermost confidentiality in dealing with employee records and business information. Using excellent customer service skills, establishes and maintains effective working relationships with other employees, and board members. The Director of Human Resources plan, organizes and directs the activities and staff of the Human Resource Department, including recruitment and selection, employee benefits, health and safety, organizational development and training, EZLM payroll, and risk management. Work involves the application of professional knowledge and personal judgment to a variety of technical personnel and managerial problems and issues. Ensure compliance with all existing governmental and labor reporting requirements including any related to the Equal Employment Opportunity (EEO), the American with Disabilities Act (ADA), the family Medical Leave act (FMLA), the Department of labor, worker compensation, the Occupational Safety and Health Administration (OSHA), and so forth.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Personnel

The Director of Human Resources guide and manages the overall provision of Human Resources services, policies and program for the entire company.

- Recruiting and staffing
- Organize, facilitate and conduct interviews of perspective candidates
- Recommend hiring placement
- Organize an potential employee data base
- Attends jobs fairs
- Ensures Certifications meet requirements to teach in related subject areas
- Ensures employee background checks, references and unprofessional conduct are verified and meet requirement s
- Employee Contractual Agreement
- Manage Employee Record Organizer; contains tabs for performance, benefits/insurance Payroll/tax and separation
- Liaison between staff and administration to address concerns
- Set up employee information in ADP Pay Expert System
- Setup employee information in ADP EZLM system
- Responsible for ensuring employee time is correct and employees are paid correctly
- Conducts exit interviews
- Employee Reference Manual; responsible for revisions, assurance of compliance
- Ensure federal compliance with EEOC, COBRA,HIPPA, FMLA etc.
- Incident /Accident report



Director of Human Resources

Benefits

- Manages employee benefits to include: Blue Cross, Blue Shield, (BCBS)
- Network 9BNC), Health Alliance Plan (HAP), EHIM, Assurant (Short Term/Long Term Disability), Delta Dental and Heritage Vision
- Recommend changes in benefits offered
- Lead development of benefits orientations
- Monitor benefit billing for changes, modifications
- Manage Workmen Compensation claims

Building Safety

- Ensure compliance with Occupational Safety and Health Administration (OSHA)
- In charge of claims for – Commercial Insurance; Property, Inland Marine; loss of computers, fidelity and Crime, automobile liability, and general liability etc.
- Ensures safety policies and procedures are followed
- Prepares fire and tornado drill schedule oversees its implementation
- Duties as assigned by Superintendent or his designee

Reporting

The Director of Human Resources reports directly to the Superintendent.

Approvals

All activities must be pre-approved by the Superintendent before their final implementation or as may be delegated by Superintendent in writing.

Exclusions

The responsibility does not include hiring or firing staff without the consent of the superintendent. The responsibility does not include making final decision regarding staff benefits, payroll, approval of their vacation days or their absence beyond the, maximum allowed sick/personal days off (which is 10 days during the entire school year), staff promotions, staff transfers or assignments, school closing facility use and key distribution and copying, making business or legal contractual and/or consulting agreements.



Director of Human Resources

SKILLS

Oral Communication Skills, Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer Literacy, Keyboard Skills and Time Management.

EDUCATION AND EXPERIENCE

Degree: Bachelor's Degree in Education or related academic field.

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The Director of Technology is primarily concerned with the development, implementation, operation, monitoring, and evaluation of the technology program for the school system. This individual provides leadership in identifying hardware and software purchases, ensuring that they are consistent with the school system instructional technology plan and state technology guidelines. The Director of Technology works collaboratively with the other members of the school system central office staff and school building staff to use technology and include technology applications as an integral part of the total instructional program. The Director of Technology reports to the Superintendent. The Director of Technology is a New Paradigm For Education Employee.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides leadership for short- and long-range planning for all technology initiatives: vision, goals, program objectives/strategies/activities, infrastructure, staffing, training, evaluation, budgeting, and collaboration with others.
- Plans, develops, and implements staff development activities to meet established instructional technology integration needs, computer skills curriculum.
- Works with other Directors to integrate technology in the ongoing instructional program for all curriculum areas by identifying strategies and materials, and by implementing activities for integration.
- Is knowledgeable of the hardware configurations and computer-related items on state contract and of the other technology-related state contract products. Use the state and local technology plans to establish standards for the purchase of equipment, software, related media, and supplies for instructional technology integration and management activities according to the local purchasing guidelines.
- Supervises the system-wide inventory of technology assets.
- Assists technology users in resolving problems associated with ordering, service, and support.
- Plans and coordinates the implementation of special activities to promote technology.
- Serves as a clearinghouse of information on trends, research, applications, and effective practices related to the use of technology in the school program and school system.
- Serves as a system contact for all technology-related communication.
- Ancillary duties as assigned by the Superintendent or his designee

KNOWLEDGE, SKILLS AND ABILITIES

- General knowledge of computers and related technologies as they apply to pre K-12 education.
- General knowledge of resources that support the Computer/Technology Skills Curriculum. General knowledge of infrastructure requirements and components of local and wide area networks, Internet, intranets, and distributed learning.
- Ability to communicate effectively with all levels of school system staff.
- Ability to assist users and trainers with software and hardware direction, guidance, and vision-setting.



- Ability to establish evaluation strategies and implement formative and summative activities.
- Ability to train educators in the use of hardware and software.
- Ability to lead technology planning efforts including activities to develop, implement, and evaluate both system and school technology plans.
- Ability to manage financial resources.

EDUCATION AND EXPERIENCE

Degree: Bachelor's Degree in Technology or related field

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Director of Curriculum / Title One Director

The role of Director of Curriculum is to support the planning and implementation of the school wide programs to ensure consistency with State Standards. The Director of Curriculum oversees the process approach to math, science, social studies, writing, and reading that spans all areas of the curriculum. The Director of Curriculum oversees the plans for the professional development of all staff in the area of reading and writing.

The Director of Curriculum should possess all of the qualities expected of a general teacher in the areas of curriculum, instruction, assessment, classroom management, professional responsibilities, professional relationships, family involvement, and school community. The Director of Curriculum reports to the Board of Directors.

Curriculum, Instruction and Assessment:

- Understand and plan for the use of prompts and rubrics for both instruction and assessment
- Understand and plan for the development of the student portfolio assessment system
- Director of Curriculum must be abreast of the implementation progress of each teacher and the success of the students in each classroom. They must provide support for the continual improvement of curriculum implementation, the monitoring of student progress, and planning interventions for individual students
- Director of Curriculum will implement professional development, help with problem solving, and deliver program updates
- Director of Curriculum will conduct classroom observations. He/She will ensure teachers receive model lessons, teach reading/writing classes to release teachers to observe their peers, and conduct mini-training sessions
- Director of Curriculum must create and maintain the pacing within lessons to ensure that teachers are making the best instructional decisions in the use of their time
- Director of Curriculum will maintain a positive working relationship with teachers
- Director of Curriculum will oversee the assessment of students to track progress and assist with creating reading groups
- Director of Curriculum will plan, coordinate, and facilitate all Learning Community meetings for area as required
- Director of Curriculum coordinates and implements the development of curriculum objectives for each area: monitors the implementation and evaluation of these objectives
- Director of Curriculum acts as a resource person to teachers on issues in the curriculum area
- Director of Curriculum oversees the curriculum coordinators and teachers to promote interdisciplinary programs.
- Director of Curriculum approve Quarterly Assessment Summary Forms, FastTrack Phonics, Class Assessment Forms, Pearson Evaluate, Eval-U-Write and other data collected by teachers during reading/writing class
- Director of Curriculum creates and implements assessments to meet GLCES/State Standards and objectives
- Director of Curriculum must facilitate, conduct and implement plans for struggling teachers.
- Director of Curriculum oversees the operations of the School Improvement Team and the Solutions Team



- Director of Curriculum approves referrals for any students who exhibit problems at the end of the quarterly assessment period for case discussion
- Director of Curriculum possess a strong understanding of the math, science, social studies, and the reading/writing process, particularly strategic reading, comprehension, the application of comprehension skills, early reading, phonics, Peer editing, and six point rubric,
- Director of Curriculum possesses a complete understanding of the *Success for All* reading components, Junior Academy Reading Program, Writer's workshop, Step Up To Writing, Six-Traits and Write Source as they relate to State Standards
- Director of Curriculum oversees all teachers on Improvement Plans.
- Director of Curriculum must be in coordination with the Superintendent, as a problem solver in all matters affecting implementation of an integrated writing program
- Conduct regular observations of teachers and tutors, and provide them with constructive feedback, which facilitates the implementation of *Success for All*
- Coordinate and Implements the training of new staff members
- Possess a strong background in and have practical experience with cooperative-learning
- Assist with MEAP testing, proctoring, cleanup and packing
- Analyze Student Pearson, Eval-U-Write to share with Teams
- Analyze MEAP/MAT 8 data to share with Teams
- Analyze data and create assessment from PASeries
- Approve final exam assessments and analyze results
- Approve Pearson assessments for all grades.
- Analyze SRI data and share with the Team
- Analyze QAS data and share with the Team
- Oversee and forecast, analyze and create plans for teachers based upon data
- Oversee the Explorer assessment for Middle School students and complete the process for DEPSA to become a testing site
- Conduct P.D.'s after-school for Teachers in Reading and Writing, Math, Science, and Social Studies
- Ancillary duties as assigned by Board of Directors or their designee

Communication:

- Disseminate *Success for All* information and updates to the staff
- Organize, coordinate, and review the teacher-tutor weekly communication process
- Communicate school reading and pedagogy issues with the Superintendent and the Board of Directors
- Communicate with the Superintendent, instruction, and assessment on matters relating to materials, professional development, reading assessment, and anything else pertaining to *Reading and Writing* Program implementation
- Oversee parent communication to explain growth with assessments. i.e., MEAP, MAT8, SRI Pearson Writing and Language Arts Assessment.
- Coordinate and implement activities and disseminate information and materials that provide parents with opportunities to learn about their role in their children's development as readers
- Attends curriculum and other professional conferences
- Oversee and coordinate and organize and conduct parent meetings for ELA



Materials Organization and Distribution:

- Director of Curriculum oversee the ordering, organization, and distribution of materials as needed
- Plan and execute the initial distribution of classroom materials to the staff
- Keep up-to-date inventory materials and organize orders to replace lost or damaged books and materials throughout the year
- Develop a checkout system for shared materials
- Organize orders in the spring to replace consumables
- Organize suggestions from staff and make recommendations for additional materials purchases
- Utilize data to update pacing charts or guide embedding plans
- Monitors student progress through regular classroom assessment
- Oversee the maintenance of records of student progress from all assessments
- Model and provide guidance for all teachers in instructional strategies of reading comprehension built around prediction, summarizing, decoding practice, vocabulary development, and story-related writing
- Promote the effective use of the writing process in all areas of instruction
- Promote the effective implementation of the writing workshop instructional model for status of the class, mini-lesson, writing, and conferencing time, and group sharing
- Utilize data to create If Then statements or Future predictions
- Provide leadership in setting and coordinate writing goals, modeling the effective use of meaningful writing prompts and clear rubrics for writing assignments
- Guide and support Reading/Language Arts Teachers in the effective use of writing prompts for literature-related writing
- Guide and support content teachers to include reading/language arts instructional strategies and principles in all curriculum

Other:

- Organize curriculum and materials needed for summer school.
- Culture of Achievement Activities (i.e., Scripts Howard Spelling Bee, Writing Contest, Student Treasure Booklets, Read and Respond parades and incentives, Reading Rallies, and Data Walls,)
- Support curriculum team members
- Work closely with SFA Support Person
- Any ancillary responsibilities assigned by Superintendent or designee
- Title one Director- Defined responsibilities are described in the Title One job description.

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school's business or any of its clients, customers students, parents consultants, suppliers or affiliates, which may produce, use, view or otherwise acquire during or while engaged pursuant to this Agreement.



Enrichment Coordinator

Enrichment Academy

Purpose: Provide leadership, direction and management in the after school program including facilitation of staff training, student programming, finance and reporting, inventory control and overall coordination of after school activities.

Reports: Enrichment Coordinator reports to Director of Community Partnerships and Parent Involvement. The EC is employed by New Paradigm for Education.

Preferred qualifications:

- Bachelor's degree from accredited university
- Experience with children in grades PK-8th grade
- Previous supervisor experience of 12 plus staff members
- Proficiency in Quickbooks and Microsoft Office
- Excellent customer service skills
- Able to think quickly, prioritize and multi-task

Essential Functions:

- Manage all aspects of finance including A/R and A/P
- Facilitate engaging and creative programming for school aged students
- Supervision, training and coordination of Enrichment Specialists
- Inventory control and adherence to budget restrictions
- Coordination of all program paperwork including creation of programming calendar, maintenance of employee logs, student and staff attendance and various other documents
- Attendance- school wide tracking and student retention through documentation, monthly mapping, family contact, referrals and contracts
 - Improve logging of morning tardies through stations in cafetorium
 - Family contact made through phone calls and documentation
 - Reinforcement of attendance contracts through communication with administration and families
- Parent Volunteer Program – Increased family involvement through revised recognition and incentive plan.
 - School wide logging of parent volunteer hours
 - (Proposed) distribution of parent appreciation certificates once milestone hours are attained
 - (Proposed) quarterly photography of “parents in action” to displayed on the parent board
- Fresh Food Share Program – Reinforcement of “healthy living”, community partnerships and family contact
 - Solicit new memberships for the program
 - Contact participants with program information and coordinate payment and pickup of goods



- Comerica Student Banking – Family financial literacy and student fiscal responsibility are created through real like experience
 - Coordination of student banking calendar with Comerica banking staff
 - Promotion and advertisement of program to students, parents and staff
 - Facilitation of student banking date
- School Fundraising – Box Top, after school concession sales, Nothing But Nets and various other fundraising efforts allow for additional deposits to the general fund
 - Collection and submission of box tops for education
 - Inventory control and finance collection of after school concession sales
 - Coordination of Nothing But Nets fundraising program
- Enrichment – Before and after school care, activities and events enhance student life and provide convenience for parents
 - Responsible for all aspects of program management

Physical Requirements/ Environment Conditions:

- Required prolonged standing.
- Requires physical exertion to manually move, lift, carry, pull or push heavy objects or materials.
- Requires stooping, kneeling, crawling, bending, turning and reaching.
- Requires cleaning, straightening and organizing.
- Must work in noisy and crowded environments.

Performance Responsibilities:

- Communicate effectively with all members of the school district and community.
- React to change productively and handle other tasks as assigned.
- Appropriately operate all equipment related to specific job duties.
- Support the value of education and the Positive Behavior Support
- Adhere to all district health and safety policies.
- Ancillary duties as assigned

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Enrichment Specialist Job Description

Enrichment Academy

Purpose: Provide direction, guidance and supervision for children during Enrichment program hours. Provide leadership in planned group activities (organize games, introduce crafts, assist with homework and encourage proper use of materials).

Report to: Enrichment Specialist reports to Enrichment Coordinator

Employed by: New Paradigm For Education

Qualifications:

1. Experience with child care (children PK-8th grade)

Essential Functions:

1. Supervise children enrolled in program.
2. Follow daily lesson plans ad developed by Coordinator.
3. Provide supervision, guidance, discipline- in a fair, consistent, manner.
4. Encourage children to complete activities and return materials to proper place.
5. Communicate with Coordinator frequently on discipline, injury and concerns.

Physical Requirements/ Environment Conditions:

1. Required prolonged standing.
2. Requires physical exertion to manually move, lift, carry, pull or push heavy objects or materials.
3. Requires stooping, kneeling, crawling, bending, turning and reaching.
4. Requires cleaning, straightening and organizing.
5. Must work in noisy and crowded environments.

Performance Responsibilities:

1. Communicate effectively with all members of the school district and community.
2. React to change productively and handle other tasks as assigned.
3. Appropriately operate all equipment related to specific job duties.
4. Support the value of education and the Positive Behavior Support
5. Adhere to all district health and safety policies.
6. Perform other duties as deemed necessary by the Coordinator that are consistent with this position.

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IB Middle Years Programme Coordinator

The MYP Coordinator reports directly to the Director of Curriculum. The IM Middle Years Programme Coordinator is employed by New Paradigm for Education. The specific responsibilities include but is not limited to:

Diploma Administration

- ☐ Carry out the necessary tasks outlined in the IBO's list of coordinator's responsibilities, including payment of invoices, monitoring of assessment deadlines, and dispatch of necessary documentation.
- ☐ Ensure that the school and its students comply with all applicable IBO regulations.
- ☐ Make copies of relevant IBO MYP publications available to all staff.
- ☐ Counsel students on appropriate option selection.
- ☐ Support teachers and students in the delivery of the MYP.

Curriculum

- ☐ Participate fully in the development of the school's educational strategy, particularly as it affects the programme for grades 6 - 10.
- ☐ Is a member of the Curriculum Team

Professional development

- ☐ Ensure that staff are made aware of IB workshop & conference opportunities.
- ☐ Identify professional development needs and opportunities on and off campus.
- ☐ Keep a record of workshop attendance and school visits.
- ☐ Lead the orientation of new teachers into the MYPP and ICSZ.

Resource management

- ☐ Assist the Principal in identifying resource needs.
- ☐ Establish an inventory of resources to facilitate efficient management.

Communication

- ☐ Ensure effective communication and collaboration among all staff members.
- ☐ Conduct parent information sessions.
- ☐ Publish articles pertaining to the MYP in the school newsletter.
- ☐ Prepare and circulate an annual analysis and feedback of MYP assessment results.
- ☐ Circulate all relevant information received from the IBO.
- ☐ Prepare and submit documentation required for authorization and evaluation.
- ☐ Ensure that all requirements of the IBO concerning the programme are met.
- ☐ Act as the liaison between the school and the IBO.
- ☐ Provide outreach to the wider IBMYP community through OCC discussion forums, e-mail and school visits.
- ☐ Establish/maintain links with other IB MYP schools in the region.

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LIBRARY MEDIA SPECIALIST

The Library Media Specialist (LMS) is a Teacher who promotes learning through the community. The LMS helps students use reading to learn and teach students and staff to find evaluate and use information. The LMS assists Teachers in integrating library/information resources into the curriculum. The LMS manages the Library Media Center (LMS) to provide an environment conducive to learning for all. The Library Media Specialist manages electronic, print video, and other traditional and nontraditional information resources for the school. The LMS reports to the Director of Technology. The LMS is employed by New Paradigm For Education.

Responsibilities:

- Build the capacity of students, staff, and parents to retrieve and organize information;
- Encourage a culture in which all individuals become self-sufficient, independent knowledge navigators;
- Teach students effective research methods;
- Help Teachers and students learn to select appropriate media for specific tasks;
- Collaborate with Teachers to integrate LMC resources into lesson across the curriculum;
- Comb the Internet and other outside information resources for appropriate materials for the school, including cable TV programming;
- Guide students and staff through on-line data retrieval sessions
- Meet monthly with house teams to discuss library-related issues,
- Locate and review curriculum specific resources;
- Develop curriculum materials to correlate library information skills with core curriculum;
- Teach the appropriate use of information resources through a variety of instructional methods
- modeling, and team teaching ;
- Organize, catalog, and process information of all media types so that they are accessible to the entire school community;
- Facilitate the circulation of traditional nontraditional library material;
- Develop and manage annual literary media budget based on school and curricular needs;
- Assess library collection and order material to support the curriculum;
- Establish policies and procedures for all aspects of the Library Media Center;
- Work with the members of the technology team to define mutual and distinct responsibilities, develop procedures and structures for technical support and manage and evaluate the on-going support programs;
- Serve as a leader in the school;
- Serve on key leadership, instructional, and /or curricular committees;
- Promote independent student use of the Media Center;
- Promote flexible class scheduling and use of promote reading and information access,

Requirement:

- Bachelor's degree required, Library Science or Information Services degree desirable;
- Appropriate state Teacher certification for library media services;
- Experience with electronic resources and internet access; and
- Satisfactory completion of criminal background check.



Mathematics Curriculum Coordinator/Coach

The role of Mathematics Curriculum Coordinator/ Coach is to support the planning and implementation of the school wide programs that is consistent with State Standards. The Mathematic Curriculum models and promotes a process approach to writing and reading that spans all areas of the curriculum. The Mathematic Curriculum Coordinator/Coach plans for the professional development of all staff in the area of mathematic.

The Mathematic Curriculum Coordinator/Coach should process all of the qualities expected of general teacher in the areas of curriculum, instruction, assessment, classroom management, professional responsibilities, professional relationships, family involvement, and school community. The Mathematic Curriculum Coordinator/Coach reports to the Director of Curriculum. The Mathematics Curriculum Coordinator/Coach is employed by New Paradigm For Education.

Curriculum, Instruction and Assessment:

- Understand and plan for the use of prompts and rubrics for both instruction assessment of mathematics
- Understand the strands, process, and vocabulary of mathematics
- Understand math content through high school algebra and geometry
- Keep current with trends, pedagogy, and current publications in mathematics education
- Have sufficient content knowledge to be comfortable with open-ended math content in which students are actively learning math through exploration and problem and problem solving
- Serve, in coordination with the principal and leadership team, as a problem solver in all matters affecting math instruction
- Provide the instructional leadership necessary to develop proficiency in the teaching of mathematics and success in the implementation of Everyday Mathematic training
- Demonstrates an interest in or understand of Everyday Mathematic
- Be willing to participate in professional development sessions and to visit sites that have successfully implemented the program
- Be comfortable in student-directed classroom in which students are working together, conversing, using material, and participating in exploration centers
- Demonstrate the ability to develop a math concept with manipulative
- Model effective math lessons for staff
- Observe math classes throughout the academy in order to assess professional-development sessions as needed
- Conduct regular math pedagogy meetings with specific goals and full participation by all math teachers
- Model effective use of the computer in math instruction and have experience integrating technology tools into math curriculum

Communication:

- Communicate the goals of the Everyday Mathematic program to faculty and parents
- Communicate with the Curriculum Director on matters relating to materials, professional development, math assessment, and anything else pertaining to math program implementation
- Communicate with math specialist from other academies



- Coordinate local and state math assessments by organizing distributing and explain the assessment process to math teachers
- Read and distribute to the staff pertinent articles from NCTM publications or other profession math education journals

Materials Organization and Distribution:

- Plan and execute the initial distribution of math materials to the staff during the summer, under the supervision of the Director Curriculum
- Keep up-to-date inventory of math materials and organize orders to replace lost or damage books and materials throughout the year
- Develop a checkout system for shared materials
- Organize orders in the spring to replace consumables
- Organize suggestions from staff and make recommendations to Director of Curriculum for additional materials purchases

Assessment:

- Assist with MEAP testing, proctoring cleanup and packing
- Analyze Student Pearson data to share with Teams
- Analyze MEAP/MAT 8 data to share with Teams
- Analyze data and create assessment from PA Series
- Create final exam assessment and analyze results
- Create or update Pearson assessments for all grades
- Analyze SRI data and share with the Team
- Analyze QAS data and share with the Team
- Forecast, analyze and create plans for teachers based on data

Assessment continuation:

- Utilize data to update pacing charts or guide embedding plans
- Monitors student progress through regular classroom assessment
- Maintain records of student progress from all assessment
- Model and provide guidance for all teachers in instructional strategies of reading comprehension built around prediction, summarizing, decoding practice, vocabulary development, and story-related writing
- Promote the effective use of the writing process in all areas of instruction
- Promote the effective implementation of the writing workshop instructional model for status of the class, mini-lesson, writing, and conferencing time, and group sharing
- Utilize data to create If Then statement or Future predictions
- Provide leadership in setting and coordinate writing goals, modeling the effective use of meaningful writing prompts and clear rubrics for writing assignments
- Guide and support Math Teachers in the effective se of writing prompts for literature-related writing
- Guide and support content teachers to include math strategies and principles in all curriculum

Other:



- Organize curriculum and materials needed for summer school
- Culture of Achievement Activities
- Support other curriculum team members
- Substitute when needed
- Any ancillary responsibilities assigned by Superintendent

Education:

- Candidate must be certified
- Have no less than 5 years teaching experience

Other:

- Ancillary Duties as assigned

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Reading and Writing Curriculum/ Coach

The role of the Reading and Writing Curriculum Coordinator/Coach is to support the planning and implementation of the school wide program that is consistent with State Standards. The Curriculum Coordinator models and promotes a process approach to writing and reading that spans all areas of the curriculum. The CC plans for professional development of all staff in the area of reading and writing.

The Reading and Writing Curriculum Coordinator/ Coach should possess all of the qualities expected of a general teacher in the areas of curriculum, instruction, assessment, classroom management, professional responsibilities, professional relationships, family involvement and school community. The Reading and Writing Curriculum/Coach is employed by New Paradigm For Education.

Curriculum:

- Promote writing program as the main vehicle for writing instruction in all grades.
- Understand that listening, speaking, reading, and writing are inherently connected.
- Understand that the development of writing skills are accomplished through appropriate direct instruction within a language-rich learning environment
- Understand Write Traits and Step Up To Writing process
- Understand students' stages of development as writers
- Understand students' stages of development as spellers
- Understand and plan on the integration of writing instruction and application across all curriculum areas
- Understand and plan for the use of prompts and rubrics for both instruction and assessment of writing
- Understand and plan for the development of the student portfolio assessment system
- Coordinator must know the implementation progress of each teacher and the success of the students in each classroom. They must provide support for the continual improvement of curriculum implementation, the monitoring of student progress, and planning interventions for individual students
- Coordinator will provide professional development, help with problem solving, and deliver program updates
- Coordinator will conduct classroom observations and provide feedback, teach model lessons, teach reading/writing classes to release teachers to observe their peers, and conduct mini-training session
- Coordinator must monitor the pacing within lessons to ensure that teachers are making the best instructional decisions in the use of their time
- Coordinator will maintain a positive working relationship with teachers
- Coordinator must assess students to track progress and to create reading groups
- Coordinator will monitor Quarterly Assessment Summary Forms, Fast-track Phonics, Class Assessment Forms, and other data collected by teachers during reading class



- Coordinator is a member of the Solutions Team

Curriculum continuation:

- Coordinator also refers any students who exhibit problems at the end of the quarterly assessment period for case discussion
- Coordinator possess a strong understanding of the reading process, particularly strategic reading, comprehension, the application of comprehension skills, early reading and phonics
- Coordinator demonstrates an understanding of the Success for All reading components and Junior Academy Reading Program as they relate to State Standard

Instruction:

- Serve, in coordination with the with the Superintendent and Director of Curriculum, as a problem solver in affecting implementation of an integrated writing program
- Promote, support and model integrated writing instruction and application across all curriculum areas
- Support, model, and promote a process approach to writing
- Support, model, promote the use of the writing workshop and the use of integrated mini-lessons for skill development
- Demonstrate use of writing lesson to focus skill development
- Support, model, and promote the use of prompts and rubric for both instruction and assessment of writing
- Coordinate the implementation of portfolio assessment ethics instruction with goals of school wide climate and discipline program or activities
- Help identify and arrange for the use of resources outside the school
- Coordinate the writing assessment Academy wide by organizing teachers to give and analyze test results
- Model effective use of the computer n content area instruction
- Assist in the development of school and Academy schedule that provide for 90-minute, uninterrupted blocks for reading instruction
- Coordinate school wide initial and quarterly student assessments
- Train and supervise tutors in the administration of quarterly assessments
- Analyze results of initial and quarterly assessments
- Maintain longitudinal data on student's achievement in reading, utilizing the Pearson and Inform database
- Coordinate and monitor the assignment of students and teachers to appropriate reading groups
- Assign students to tutoring
- Organize the daily schedule of tutors
- Monitor student's progress in the tutoring program staffing



- Coordinate and conduct regularly schedule professional development activities for teachers and provided tutors to facilitate the implementation on *Success for All*
- Conduct regular observation of teacher and tutors, and provide them with constructive feedback, which facilitates the implementation of *Success for All*
- Promote common Academy and House goals in reading to improve instruction and advance student achievement
- Coordinate schedules that provide opportunities for teachers to model components of *Success for All* and cooperative-learning strategies to other teachers and tutors
- Coordinate the training of new staff members regarding their role in Success for All
- Possess a strong background in and have practical experience with cooperative-learning

Communication:

- Conduct regular reading meetings with specific goals and full participation by academies, houses, teachers, and tutors
- Disseminate *Success for All* information and updated to the staff
- Organize coordinate, and review the teacher-tutor weekly communication process
- Communicate school reading and pedagogy issues with the Director Of Curriculum
- Communicate with Director of Curriculum, instruction, and assessment on matters relating to materials, professional development, reading assessment, and anything else pertaining to Reading and Writing Program implementation
- Parent communication to explain growth with assessment. i.e., MEAP, SRI, Writing and Language Arts Assessments
- Coordinate activities and disseminate information and materials that provide parents with opportunities to learn about their roles in their children's development as readers
- Coordinate events and disseminate information to provide the community with opportunities to sport the school's implementation of *Success for All*
- Coordinate local, state, and PA Series, Pearson Benchmark Reading Assessments by creating, organizing, disturbing, and explaining the assessment and scoring process to reading teachers
- Communicate with AP's about the progress or concerns about teachers and students

Materials Organization and Distribution:

- Coordinator must order, organize, and distribute materials as needed
- Plan and execute the initial distribution of classroom materials to the staff
- Coordinate with the Media specialist the inclusion of supplemental content area resources (books, videos, etc.) in the central library start-up orders placed during the fall of year one
- Keep up-to-date inventory materials and organize orders to replace lost or damaged books and materials throughout the year
- Develop a checkout system for shared materials
- Organize orders in the spring to replace consumables



- Organize suggestions from staff and make recommendations for additional materials purchases

Assessment:

- Assist with MEAP testing, proctoring cleanup and packing
- Analyze Student Pearson data to share with Teams
- Analyze MEAP/MAT 8 data to share with Teams
- Analyze data and create assessment from PA Series
- Create final exam assessment and analyze results
- Create or update Pearson assessments for all grades
- Analyze SRI data and share with the Team
- Analyze QAS data and share with the Team
- Forecast, analyze and create plans for teachers based on data

Assessment continuation:

- Utilize data to update pacing charts or guide embedding plans
- Monitor student progress through regular classroom assessment
- Maintain records of student progress from all assessment
- Model and provide guidance for all teachers in instructional strategies of reading comprehension built around prediction, summarizing, decoding practice, vocabulary development, and story-related writing
- Promote the effective use of the writing process in all areas of instruction
- Promote the effective implementation of the writing workshop instructional model for status of the class, mini-lesson, writing, and conferencing time, and group sharing
- Utilize data to create If Then statement or Future predictions
- Provide leadership in setting and coordinate writing goals, modeling the effective use of meaningful writing prompts and clear rubrics for writing assignments
- Guide and support Reading/Language Arts Teachers in the effective use of writing prompts for literature-related writing
- Guide and support content teachers to include reading/language arts instructional strategies and principles in all curriculum

Other:

- Organize curriculum and materials needed for summer school
- Culture of Achievement Activities (i.e., Scripts Howard Spelling Bee, Writing Contest, Student Treasure Booklets, Read Respond parades and incentives, Reading Rallies, and Data Walls,)
- Support other curriculum team members
- Work closely with SFA Support Person
- Substitute when needed
- Any ancillary responsibilities assigned by Superintendent

**Education:**

- Candidate must be certified
- Have no less than 5 years teaching experience

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Receptionist

The Receptionist will play a key support role within the school. He or she will serve as the focal point for communication by mail, telephone, and in person. The Receptionist will manage the flow of information within the school and will be responsible for maintaining the flow of traffic through the main office. To be effective, The Receptionist must be organized and efficient, familiar with all necessary office equipment, including computers and computer programs for word processing, databases, and spreadsheets. He/ she must be flexible, personable, able to communicate the school's mission and vision, and possessed of the same core values that are part of the school. The Receptionist reports to the Director of Human Resources. The Receptionist is employed by New Paradigm For Education.

The Receptionist will:

- Act as a partnership school representative
 - Create and maintain a welcoming and efficient office that emphasizes Organization, professionalism, courtesy, flexibility, and teamwork
 - Greet and announce all school visitors appropriately
 - Use proper telephone etiquette and direct calls appropriately to school staff
 - Provide needed assistance and communicate effectively with superintendent and All members of the leadership and executive staff
 - Be attentive, patient, and fair with students
 - Treat parents as valued and respected customers
- Be knowledgeable about school community; be familiar with key personnel, school board members
- Alpha file, update and maintain all student emergency cards; should be color coded by grade
- Sort and distribute incoming mail
- Assist in creation and distribution of information to parents i.e. Flyers, letters, newsletters etc.
- Self starter, possess the ability to work on their own with little direction
- Ancillary duties as assigned by the Superintendent or his designee

Requirements

- High school diploma or equivalent
- Familiarity with office equipment such as computers, typewriters, fax machines, calculators, and photocopiers, as well as word-processing and spreadsheet programs
- Office experience a plus

Additional Requirements

- Eagerness and ability to take on responsibility
- Organizational ability
- Effective interpersonal skills

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School Social Worker

The role of School Social Worker is to provide psycho-social assessment and diagnosis of behavior disabilities with recommendations and or environmental manipulations at the school, home and or in the community with periodic re-evaluations; participants in case conferences involving cooperation with school personnel and community agencies; make referrals to public or private agencies with appropriate follow-up; serves as a liaison between school, family and community resources; serves as a source of information regarding community resources; maintains appropriate school records and provides written reports and communications. The School Social Worker is employed by New Paradigm For Education.

Duties and Responsibilities:

- School Social Worker will coordinate, support and implement various student centered programs such as conflict resolution mentoring. In addition, he/she will facilitate large and small social behavior groups.
- School Social Worker will counsel with students that have behavior issues and have been suspended at least 3-4 times for fighting and other violations to the student management plan.
- School Social Worker will meet with students and parents upon return from suspensions to provide conflict resolution strategies. He/she will communicate process and follow up with administrative staff.
- School Social Worker will act as a resource person for in-service training and planning.
- School Social Worker will create and submit a strategic plan to help parents and students transition from elementary to junior academy. In addition he/she will coordinate and facilitate the transition from middle school to high school.
- School Social Worker is a part of the solutions team. The School Social Worker will coordinate the PBS for the Solutions team.
- School Social Worker will create Behavior or Intervention plans for students as needed who have been referred to the school Social Worker.
- School Social Worker will maintain a positive working relationship with teachers and members of the administrative staff, parents and community.
- School Social Worker will establish and coordinate a student outreach service to assist students with social and economic needs.
- School Social Worker will establish a Service Learning Program to foster conducive relationship with the school and the community.
- School Social Worker will communicate with parents of students who have chronic absenteeism and tardiness that may require intervention by protective services.
- School Social Worker will serve as a source of information regarding community resources; maintain appropriate school records and provide written reports and communications.
- School Social Worker will participate, as requested, in planning, implementation and follow-up phase of proficiency testing.
- School Social Worker will participate in the Individual Education Plan (IEP) process as required.
- School Social Worker will follow state guidelines on abuse.
- School Social Worker will perform ancillary duties as assigned by the Superintendent or his designee

**Requirements:**

- An understanding of the IEP process
- Leadership skills in working with individuals and groups (i.e. initiating individual or group discussion, listening, clarifying and facilitating interactions and sharing of ideas)
- Ability to prepare social and family histories and cooperate on the formulation of committee reports; social work case reporting and writing skills
- Ability to counsel students, parents, staff and lay persons individually and in groups
- Skills in conducting effective meeting and conferences(including the resolution of disagreements)
- Skill in social-environmental analysis and diagnosis on problem students
- A knowledge of community resources
- Skill in communicating concepts and information accurately orally or in writing, including formal statistical reports.
- Ability to aid in program development
- Must be prompt, timely and organized
- Must be available to work Monday – Friday 7:30 am 4:30 pm daily
- Attend all school functions and ancillary appointments in respect with job duties
- School Certified Social Worker, School Certified Counselor or Masters degree in Counseling or Social Work or related field such as Psychology.

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Science Curriculum Coordinator/Coach

The role of Science Curriculum Coordinator/Coach is to support the planning and implementation of the School wide programs that is consistent with State Standards. The Science Curriculum models and promotes a process approach to science that spans all area of the curriculum. The Science Curriculum Coordinator/Coach/Coach plans for the professional development of all staff in the area of science. The Science Curriculum Coordinator/Coach is employed by New Paradigm For Education.

The Science Curriculum Coordinator/Coach serves as instructional and organization leader for the school in the field of science. The Science Curriculum Coordinator/Coach possess all of the qualities expected in the area or curriculum, instruction, assessment, classroom management, professional responsibilities, professional relationships, family involvement, and school community. In addition, the Science Curriculum Coordinator/Coach should:

Curriculum, Instruction and Assessment:

- Possess a strong understanding of the scientific process, particularly hypothesis formation and testing
- Possess a strong understanding of biology, chemistry, physics, and earth and space science
- Understanding and promote the nature, goal, and process of science programs in primary, elementary and junior academics
- Keep current with issues, events, problems or topics of importance in science
- Understand the nature, goal, and process of mathematic programs
- Understand the nature, goals, and process of study skills programs and how to implement the study skills curriculum as an integral part of science instruction
- Serve in coordination with the AP and leadership team members as a problem solver in all matters affecting science instruction
- Possess a strong background in and have practical experience with cooperative-learning and hands on classroom investigations
- Model the curriculum's pedagogical foundation, the 5E's constructive method (engage, explore, explain, elaborate, evaluate), for science teachers
- Model scientific thinking for students and staff, especially the skills of scientific inquiry, curiosity, openness to new ideas and, data, and skepticism that characterized science/pursue the coordination of mathematics and science curriculum on a school wide basis
- Conduct regular ,purposeful science pedagogy meetings that are characterized by full participation by science staff members and specific goals that mainly focus on improving the science staff's mastery of content, pedagogy, and assessment in science
- Observe and be observed by colleagues and discuss, in a frank, sensitive, and proper manner, professional strengths and weakness
- Model effective use of technology, including but not limited to computers, in science instruction and help science teachers learn how to use technology effectively in their classes
- Integrate writing in the science curriculum, encourage science teacher to use writing in their classrooms and provide opportunities to help science teachers learn how to teach students to use writing in science class effectively
- Coordinate school wide activities such as science fair, science museum, and nature center
- Help identify and arrange for the use of resources outside the school
- Be cognizant of ethics of science and help resolve conflict in this area



- Support standards and objectives through effective instructions, vigorous planning and evaluation of how the science curriculum is implemented, and supportive communication of concerns
- Coordinate local, state, national science assessments academy wide by organizing the assessment, analyzing the results, and working with science faculty, Science Curriculum Coordinator/Coach, to improve science curriculum, instruction and assessment
- Communicate the goals, pedagogical rational, and characteristics of science curriculum to faculty and parents
- Contribute scientific thinking and appreciation to culture within the school and within the community, share ideas from classroom to classroom, house to house
- Communicate school science issues with the director of curriculum
- Elicit contributions and cooperation in identifying problems and issues in science instruction and work to reach consensus among staff on priorities, resources, and solutions

Materials Organization and Distribution:

- Plan and execute the initial distribution of science materials to the staff during the summer, under the supervision of the Director of Curriculum
- Keep up-to-date inventory of science materials and organize orders to replace lost or damage books and materials throughout the year
- Develop a checkout system for shared materials
- Organize orders in the spring to replace consumables
- Organize suggestions from staff and make recommendations to Director of Curriculum for additional materials purchases

Other:

- Ancillary Duties as assigned

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Teacher

To create a flexible elementary grade program and a class environment favorable to learning and personal growth; to establish effective rapport with students; to motivate students to develop skills, attitudes and knowledge needed to provide a good foundation for upper elementary grade education in accordance with each student's ability; to establish good relationships with parents and other staff members. The Teacher reports to the Administrator Assigned to the Academy. The Teacher is an employee of New Paradigm For Education

Curriculum:

- Teachers reading, language arts, social studies, mathematics and science in a classroom, utilizing course of study adopted by the Board of Education, and other appropriate learning activities
- Instruct students in citizenship and basic subject matter
- Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adapt the curriculum to the needs of each student
- Uses a variety of instruction strategies, such as inquiry, group discussion, lecture, discovery, etc.
- Translates lesson plans into learning experiences so as to best utilize the available time for instruction
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom
- Evaluate student's academic and social growth, keeps appropriate records and prepares progress reports
- Communicates with parents through conferences and other means to discuss student's progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in assessing and helping students solve health, attitude, and learning problems
- Creates an effective environment for learning through functional and attractive displays, bulletin boards, and interest centers
- Maintains professional competence through in-service education activities provided by professional growth activities
- Participates cooperatively with the appropriate administrator to develop the method by which the teacher will be evaluated in conformance with guidelines
- Selects and requisitions books and instructional aids; maintains required inventory records
- Supervises students in out-of classroom activities during the school day
- Participates in curriculum development programs as required
- Participates in faculty committees and the sponsorship of student activities

Curriculum continuation:

- Coordinator also refers any students who exhibit problems at the end of the quarterly assessment period for case discussion
- Coordinator possess a strong understanding of the reading process, particularly strategic reading, comprehension, the application of comprehension skills, early reading and phonics
- Coordinator demonstrates an understanding of the Success for All reading components and Junior Academy Reading Program as they relate to State Standard



Instruction:

- Promote, support and model integrated writing instruction across all curriculum areas
- Promote a process approach to writing
- Participate in writing workshop and the use of integrated mini-lessons for skill development
- Use writing lesson to focus skill development
- Prompts and rubric for both instruction and assessment of writing
- Help identify and arrange for the use of resources outside the school
- Analyze data and test results
- Model effective use of the computer in content area instruction
- Provide for 90-minute, uninterrupted blocks for reading instruction
- Quarterly student assessments
- Recommend students to tutoring
- Possess a strong background in and have practical experience with cooperative-learning

Communication:

- Participate in regular meetings with specific goals
- Communicate school reading and pedagogy issues with the Director Of Curriculum
- Communicate with Administrators information regarding instruction, and assessment on matters relating to materials, professional development, reading assessment, and anything else pertaining to the curriculum implementation
- Communicate with parents to explain growth with assessment. i.e., MEAP, SRI, Writing and Language Arts Assessments
- Administrate local, state, and PA Series, Pearson Benchmark Reading Assessments by creating, organizing, disturbing, and explaining the assessment and scoring process to reading teachers
- Communicate with AP's about the progress or concerns about students

Education:

- Candidate must be certified and Highly qualified to teach

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User Support Technician

The user support technician will maintain the local technology infrastructure of the Detroit Edison Public School Academy partnership by ensuring that technology is available and in working order so that members of the community can use it successfully in their everyday work. The UST is employed by New Paradigm For Education. Reports to Director of Technology.

The User Support Technician will:

- Provide technical support to members of the school community
- Administer the network infrastructure and software systems
 - Create and maintain accounts on The Common (Detroit Edison Public School Academy e-mail and conferencing system)
 - Perform maintenance functions on the local-area network including back-ups, user access and data security
 - Oversee and administer the student information systems
- Manage and evaluate the ongoing support programs
- Work collaboratively with the members of the Technology Team—TSL Director, Library Media Specialist, and Media/Technology Coordinator—to
 - Define mutual and district responsibilities
 - Work with teachers to integrate technology resources into lessons across the curriculum
 - Develop procedures and structures for technical support
 - Manage and evaluate the ongoing support programs
- Perform ancillary duties as assigned by the Superintendent or his designee

Requirements

- Bachelor's degree preferred
- Significant experience with technology, preferable with Macintosh based networks and telecommunications system
- Some experience in a K-12 setting desirable

CONFIDENTIALITY OF INFORMATION

The Employee shall keep confidential and not disclose, or make any use of, except for the Company's or Detroit Edison Public Schools Academy & New Paradigm for Education benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets formulated, methods, techniques, computations knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names and addresses, student parent's names and addresses, forecast marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials or other confidential information or subject matter pertaining to the Company's or school's business or any of its clients, customers students, parents consultants, suppliers or affiliates, which may produce, use, view or otherwise acquire during or while engaged pursuant to this Agreement.

EDUCATIONAL SERVICE PROVIDER AGREEMENT

**AMENDED AND RE-STATED MANAGEMENT AGREEMENT
BETWEEN
DETROIT EDISON PUBLIC SCHOOL ACADEMY
AND
NEW PARADIGM FOR EDUCATION**

This Management Agreement first made and entered into as of the 14th day of July, 2010 by and between New Paradigm For Education, Inc. a Michigan nonprofit corporation formed pursuant to the Michigan Nonprofit Corporation Act (Public Act 162 of 1982, as amended), ("NPFE") and Detroit Edison Public School Academy, a body corporate and public school academy (the "Academy") is hereby amended and re-stated as follows:

RECITALS

The Academy is a public school academy under the Michigan Revised School Code ("the Code") and has been issued a contract (the "Contract") from Oakland University Board of Regents ("the Authorizer") to operate as a public school academy.

The Academy and NPFE desire to create a partnership whereby the Academy and NPFE will work together to promote educational excellence and innovation based on NPFE school design, comprehensive educational programs, and management principles.

The Academy and NPFE, desire to establish this arrangement for the management and operation of the Academy. It is mutually agreed as follows:

ARTICLE I

CONTRACTUAL RELATIONSHIP

A. Authority. The Academy represents that it is authorized by applicable law to contract with a private entity. That entity will provide educational, business administration and management services.

B. Contract. The Academy hereby contracts with NPFE to the extent permitted by law, for the provision of all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement.

C. Status of the Parties. NPFE is a Michigan corporation as described above and is not a division or part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of NPFE. The relationship between both parties is based solely on the terms of this Agreement. The relationship created by this Agreement is that of an independent contractor and not employer-employee. No agent or

employee of NPFE shall be determined to be the agent or employee of the Academy, except as expressly acknowledged in writing by the Academy. Notwithstanding the foregoing, the Academy designates the employees of NPFE as agents of the Academy for the limited purpose of allowing them access to educational records under 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act ("FERPA").

ARTICLE II

TERM

The Term will be for a five (5) year period beginning July 1, 2010 and ending June 30, 2015 (the "Term"), subject to earlier termination under Article X, and further subject to unilateral termination by the Academy, with or without cause, and without penalty, on the third anniversary date of this agreement. In addition, this Agreement is contingent upon Ralph Bland being assigned as Superintendent for the term of this Agreement.

ARTICLE III

FUNCTION OF NPFE

A. Responsibility. NPFE shall be responsible and accountable to the Academy for the management, performance and operation of the Academy as set forth in this Agreement.

B. Educational Program. NPFE agrees to implement the educational program as stated in the Charter Contract (the "Educational Program"), as designed by NPFE in cooperation with the Board. The Educational Program may be adapted and modified from time to time with prior Board approval and in conjunction with Contract.

C. Specific Functions. NPFE will be responsible for the Educational Program and the management of the Academy. Such services include but are not limited to the following which may, from time to time, be specified and agreed upon by NPFE and the Academy:

1. Budget preparation and financial management services;
2. Development of salary schedules implementation of a benefit package, and provision of payroll service.
3. With prior Board approval, apply for annual cash flow notes, or other financing, apply for fixed furniture and equipment leases ("FF&E") and apply for and draw down any 31A or Title funds. Obtain proper bids and quotes for FF&E.
4. Acquisition of instructional and non-instructional material, equipment and supplies.

5. Selection, employment and supervision of all teachers and staff and the personnel management services (record keeping, wage and benefits, administration, training and technical assistance) necessary to support those employees;
6. Oversight of food service management;
7. Risk management;
8. Facilities maintenance, which shall include, but not be limited to the following: building maintenance, snow removal and grass cutting/grounds maintenance, parking lot maintenance;
9. Oversight of facilities construction and/or renovation;
10. Compliance, including but not limited to preparing annual budget/financial plans, prepare and/or assist in membership reports, annual reports, annual audits (not including financial audit) and Asbestos Management Plan (AHERA);
11. Preparation of required Authorizer, local, state and federal reports;
12. Preparation of applications for grants and special programs with prior Board approval
13. Recommendation of policies governing operations of the Academy and implementation of policies as approved by the Academy Board;
14. Prepare and present to the Board strategic plans for the continuing educational and financial benefit of the Academy;
15. Preparation and enforcement of student codes of conduct and policies approved by the Board;
16. Any other function necessary or expedient for the administration of the Academy with Approval from the Board.

D. Subcontracts. NPFE reserves the right to subcontract any and all aspects of all services to be or currently being provided to the Academy, including, but not limited to food service, payroll and/or any computer services. However, NPFE shall not subcontract the management oversight, staffing, or operations of the teaching and instructional program, except as specifically permitted in the Agreement or with prior Board approval. Regardless of whether NPFE subcontracts for the provision of any service or services, NPFE shall be and remain responsible and accountable to the Board for all services contemplated under this Agreement.

E. Place of Performance. NPFE reserves the right to perform off site the functions other than instruction, such as purchasing, professional development and administrative functions, unless prohibited by the Contract or applicable law.

F. Acquisition. All acquisitions made by NPFE on behalf of the Academy including, but not limited to, equipment, materials and supplies shall be and remain the property of the Academy. NPFE will comply with sections 1267 and 1274 of the Code as if the Academy were making these purchases directly from a third party supplier. In so doing, NPFE shall not include any added fees or charges to the cost of the equipment, material and supplies purchased from third parties.

G. Student Recruitment. NPFE along with the Academy shall be jointly responsible for the recruitment of students. This recruitment is subject to agreement on general recruitment and admission policies and in compliance with the Contract, the Code and other applicable law.

H. Due Process Hearings. NPFE shall provide student process hearings in conformity with the requirements of the Contract, state and federal law and applicable Academy policy regarding discipline, including but not limited to those contractual provisions, policies and laws governing the discipline of special education students, students subject to a Section 504 plan, and the confidentiality of and access to student educational records. The Board shall retain the authority to provide due process as required by law and/or accordance with Academy policy, as they may from time to time be amended, which authority it is hereby and currently delegating to NPFE.

I. Legal Requirements. The Educational Programs shall be provided by NPFE in accordance with federal, state and local laws and regulations, and the requirements imposed by the Contract and the Code, unless such requirements are waived in writing by a party authorized to grant such waiver.

J. Rules and Procedure. NPFE shall recommend to the Board reasonable rules, regulations and procedures applicable to the Academy. NPFE is authorized and directed to enforce the rules, regulations and procedures approved by the Board.

K. School Year and School Day. The school year and the school day schedule shall be as provided in the Contract and as approved by the Board pursuant to applicable law.

L. Contract with the Authorizer. NPFE will not act in a manner that would cause the Academy to be in breach of its Contract.

M. Annual Budget Preparation. NPFE will develop a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et. seq. and in a form satisfactory to the Board and to the Authorizer. The Board requires, at a minimum, the following: (1) The proposed budget shall contain object level detail and comply with public accounting standards applicable to public schools and required by applicable law; (2) The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating 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; and

(3) The proposed budget shall be submitted to the Board by NPFE and the appropriate Board retained professionals for approval not later than 30 days prior to the date when the approved budget is required to be submitted to the Authorizer.

N. Financial Reporting. On not less than a monthly basis, NPFE provide appropriate financial statements of type, form and content standard in the industry that are not more than thirty (30) days in arrears. NPFE acknowledges the following expectations of the Authorizer: (1) The financial statements shall include a balance sheet, a statement of revenues and changes in fund balance detailing status of the budget to actual revenues and a detailed schedule of expenditures at an object level of review and the approval by the Board; (2) A financial statement shall contain a comparison of budget-to-actual, explanations of the variances from the approved budget, and a cash flow statement; and (3) The financial statement shall contain recommendations for necessary budget corrections and shall be provided to all Board members at least 7 calendar days in advance of the Board meeting to allow time for review prior to the meeting. NPFE shall provide special reports as necessary to keep the Board informed of changing conditions.

O. Operational Reporting. Upon the reasonable request of the Board, NPFE will provide written reports to the Board on any topic of Academy activity or operations which are not inconsistent with the Agreement. These special reports will be provided in a timely fashion, but not less than one (1) month after the request for the report is received by NPFE unless the Board and NPFE mutually agree upon an extended timetable.

P. Audit Report Information. NPFE will make all of its financial and other records related to the Academy available to the Academy, and the independent auditor selected by the Board.

Q. Access to Records. NPFE shall keep accurate financial, educational, and student records pertaining to its operation of the Academy and shall retain all of these records in accordance with applicable state and federal requirements. Financial, educational, and student records directly pertaining to the Academy are Academy property and are subject to the provisions of the Michigan Freedom of Information Act. All such financial, educational, and student records that are now or may in the future come in to possession of NPFE remain the Academy records and are required to be returned by NPFE to the Academy upon demand. NPFE and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon the appropriate request, at the Academy's physical facilities. NPFE may follow any Board approved record retention and destruction policy.

ARTICLE IV

OBLIGATIONS OF THE BOARD

The Board shall be responsible for its academic and fiscal policy, and shall exercise good faith in considering the recommendations of NPFE and the Academy Administration, including but not limited to NPFE recommendations concerning policies, rules, regulations, procedures,

curriculum, budgets and fund raising. It shall be the responsibility of the Board to authorize payment of budgeted costs and expenses and other obligations approved by the Board.

ARTICLE V

NON-GOVERNMENTAL SOLICITATION OF FUNDS

NPFE shall seek Board approval prior to solicitation of non-governmental funds, donations or contributions on behalf of the Academy. Any such funds so received may only be used in accordance with applicable law, applicable donor restrictions, or as otherwise approved by the Board.

ARTICLE VI

FINANCIAL ARRANGEMENTS

A. Compensation for Services. From July 1, 2010 through June 30, 2015 (5 academic years) the Academy shall pay NPFE a fee of an amount equal to ten (10) percent, based upon that state school aid that the State of Michigan determines the Academy is entitled to receive pursuant to the State School Aid Act of 1979, as amended, for the particular students enrolled in the Academy ("SSA") and the 31A-At Risk, Title I, IIA, IID and V program funds. The SSA may change according to overall changes in the student allocations by the State of Michigan. At no time shall the fee be less than \$800,000.00 or more than \$1,600,000.00, which is twice the minimum. Notwithstanding the foregoing, the fee for the first two (2) years of this Agreement shall be the lesser of the 10% referenced above or New Paradigm's actual costs and expenses incurred serving the Academy pursuant hereto.

B. Not Related Parties or Common Control. NPFE will 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 as required by the Contract, the Board may not include any director, officer or employee of a management company that contracts with the Academy.

C. Payment of Costs. In addition to the fee described in this Section, the Academy shall reimburse NPFE for all costs incurred and paid by NPFE in providing the Educational Program, which are the obligations of the Academy, which are paid by NPFE on behalf of or due to fault on the part of the Academy, whether a result of adjudged liability against NPFE, settlement thereof or an indemnification obligation on the part of NPFE to a third party, and other goods and services upon properly presented documentation to the Board and approved by the Board provided such costs are consistent with the Academy budget and any amendment thereto approved by the Board. Such costs include, but are not limited to, advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of NPFE employees assigned to the Academy to provide goods and services to the Academy, building payments, maintenance, and capital improvements. The Academy will not reimburse NPFE for any corporate, overhead costs incurred or paid by NPFE as a result of services provided or actions taken pursuant to

Articles I, III, IV, VIII, IX, X, XII, XIII and XIV of this Agreement, except as otherwise specifically provided in this Agreement or approved by the Board. 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 NPFE nor any other corporate costs of NPFE.

D. Time and Priority of Payments. The fee due to NPFE shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. NPFE shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each year and ending in August of each school year. Such installment amount shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA. Payments due and owing to NPFE shall be made by the Academy to NPFE on or before the last day of each month.

E. Annual Audit. The Board shall select, retain, and pay for an independent annual financial audit in accordance with the Contract and applicable state law.

F. Payment of Academy Funds. NPFE shall not be signatories on any Academy account. All interest earned on Academy depository accounts shall accrue to the Academy.

ARTICLE VII

PROPRIETARY INFORMATION

The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the Academy and paid for with Academy funds; or (b) are or were developed by NPFE at the direction of the Board using Academy funds for the specific purpose of developing such curriculum or educational materials.

ARTICLE VIII

PERSONNEL AND TRAINING

A. Personnel Responsibility. NPFE shall, in cooperation with the Academy, subject to the Contract, and Academy Board policies, recommend to the Academy Board staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included with the contract. NPFE shall at all times and in all ways be the employer of staff of the Academy. The Academy Board reserves the right to have NPFE any or all personnel placed elsewhere by NPFE.

B. Principal. The Principal will be an employee of NPFE and NPFE will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The employment contract with the Principal will be determined

by NPFE. The Principal will hold all required certifications as required by the code or other applicable law. NPFE will have similar authority to select and hold accountable the teachers assigned to the Academy. This Agreement is at all times contingent upon Ralph Bland being assigned to the Academy as its highest ranking administrator and Ralph Bland exclusively devoting his working time and attention to the Academy unless the Academy's Board of Directors resolves otherwise.

C. Teachers. The Board shall determine the number of teachers, applicable grade levels, and subjects of the Academy. NPFE shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Board in accordance with the Board approved budget and the Contract. The curriculum taught by such teachers shall be the curriculum set forth by the Contract. Such teachers may, at the discretion of NPFE, work on a full or part-time basis. Part-time teachers' salaries and any benefits will be pro-rated in the Academy's budget. Each teacher assigned or retained to the Academy, shall hold a valid teaching certificate issued by the State Board of Education under the Code or be credentialed as may otherwise be required or permitted by applicable law and shall have undergone a criminal background and record check and unprofessional conduct check, as required under the Code for teachers who work at the Academy.

D. Support Staff. The Board shall determine the number and functions of support staff required for the operation of the Academy. NPFE shall provide the Academy with such support staff as required by the Board in accordance with the Board approved budget. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel and the like.

E. Employer of Personnel. All teaching and instructional personnel performing functions on behalf of the Academy shall be employees of NPFE except that substitutes may be provided through a Board authorized subcontractor or either NPFE or the Academy. Compensation of all employees of NPFE shall be paid by NPFE. For purposes of this Agreement, "Compensation" shall include salary, fringe benefits, and state and federal tax withholdings. NPFE shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, NPFE shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Evaluation and compensation systems administered by NPFE shall comply with the Code and any other applicable laws. The Board must be informed of the level of compensation and fringe benefits provided to employees of NPFE assigned to the Academy. NPFE will be responsible for conducting criminal background checks and unprofessional conduct checks on all its employees it places at the Academy, as if it were a public school academy under the Code. Teachers employed by NPFE shall not be considered teachers for purposes of continuing tenure under MCLA 38.71 *et seq.*

ARTICLE IX

ADDITIONAL PROGRAMS

A. Additional Programs. The services provided by NPFE to the Academy under this Agreement consist of the Education Program during the school year and school day as set forth in the Contract. With prior approval of the Board, NPFE may provide additional programs including, but not limited to, adult and community education, summer school, and other special programs. Compensation to NPFE for such additional programs shall be determined prior to implementation of such additional programs and approved by the Board in the form of an amendment to this Agreement.

B. Food Service and Transportation. If approved by the Board, the students may be provided a catered lunch program under the normal school lunch program. NPFE will not provide transportation services to the students of the Academy.

ARTICLE X

TERMINATION OF AGREEMENT

A. Termination by NPFE. NPFE may terminate the Agreement with cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within sixty (60) days upon notice from NPFE. A material breach may include, but is not limited to, failure to make payments to NPFE as required by this Agreement, or unreasonable failure to adhere to the personnel, or similar material recommendations of NPFE.

B. Termination by the Academy. The Academy may terminate this Agreement as provided in Article II or prior to the end of the term in the event that NPFE should fail to remedy a material breach within sixty (60) days upon notice from the Academy. Material breach may include, but is not limited to, violation of this Agreement, violation of Academy's Contract with the University Board, failure to account for its expenditures or to pay operating costs (providing funds are available to do so), or unreasonable failure to meet performance standards, or any action or inaction by NPFE that places the Contract in jeopardy.

C. Change in Law. If any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request the renegotiating of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within thirty (30) days after notice, the party requiring the renegotiation may terminate the Agreement on thirty (30) days written notice.

D. Termination of Charter Contract. This Agreement will immediately terminate upon the Academy ceasing to be a party to a valid and binding Contract, provided that this Agreement will

continue to be in effect until the termination date set forth in Article II if the Academy has entered in a subsequent Contract.

E. Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year in which the notice of termination is issued.

F. Removal of Personal Property. Upon termination or expiration of this Agreement, NPFE may, at the Academy's option, either (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided the Academy at NPFE's expense; or (b) be paid the lesser of the fair market value or the depreciated net book value of such equipment. Equipment and other assets owned by the Academy or leased by the Academy from third parties shall remain the property of the Academy.

ARTICLE XI

INDEMNIFICATION

To the extent permitted by law, each party to this Agreement does hereby agree to indemnify and hold the other party (each an "Indemnified Party"), harmless from and against any and all claims, actions, damages, expenses, losses or awards which arise out of each party's own negligence (or, in the case of the Academy, its gross negligence). Such indemnification is not, in the case of the Academy Board, to be individual, but shall be given by the Board of Directors as a Board.

ARTICLE XII

INSURANCE COVERAGE

NPFE and the Academy shall secure and maintain such policies of insurance coverage required by the Contract Oakland University Self Insurance Corporation (M.U.S.I.C.). However, where the building and related capital facilities are the property of the Academy, the Academy shall cover its property with insurance. The Academy and NPFE shall also maintain such insurance as shall be necessary to indemnify each other as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. NPFE shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. NPFE will list the Academy as an additional named insured on its insurance policies. In the event that M.U.S.I.C. requests any change in coverage by NPFE, NPFE agrees to comply with any change in the type and amount of coverage as requested by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

Each party shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Contract or applicable law). In addition, the Academy shall maintain an umbrella policy of two million

dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Contract or applicable law).

Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE XIII

WARRANTIES AND REPRESENTATIONS

A. Academy Warranties and Representations. The Board represents that on behalf of and in the name of the Academy, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. NPFE Warranties and Representations. NPFE warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. NPFE will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist NPFE in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The Academy and NPFE mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XIV

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and NPFE.

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable, or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either's control, and which cannot be overcome by reasonable diligence and without unusual expense.

C. Notices. All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or

mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a part to the other party:

Detroit Edison Public School Academy
1903 Wilkins
Detroit, Michigan 48207

With a copy to:
Dickinson Wright PLLC
Mr. George Butler III
500 Woodward Avenue, Suite 4000
Detroit, MI. 48226

New Paradigm For Education
19785 West 12 Mile Road # 587
Southfield Michigan 48076

D. Severability. The invalidity of any of the covenants, phases, 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, phase, or clause had not been contained in this Agreement.

E. Agreement in Entirety. This Agreement (including attachments, if any) constitutes the entire agreement of the parties.

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

G. Assignment. This Agreement shall not be assigned by either party without prior written consent of the other party.

H. 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 Authorizer's Educational Service Provider Policies.

I. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall any waiver constitute a continuing waiver unless otherwise expressly stated.

J. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

K. Survival of Termination. All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

L. Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

M. Compliance with Charter Contract. The parties to this Agreement agree to comply with the terms and conditions set forth in the Contract.

N. Indemnification of Oakland University. In consideration for the Authorizer performing its oversight function related to the establishment of its ESP Policies, NPFE hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) of settlement and/or prosecution imposed upon or incurred by the University, 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 approval of the Academy application, the University Board's consideration of or issuance of a Contract, NPFE preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by NPFE, or which arise out of NPFE failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against NPFE to enforce its rights as set forth in this section of the Agreement.

O. Revocation or Termination of Contract. If the Academy's contract issued by Oakland University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties.

P. Compliance with Academy's Contract. NPFE 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 Oakland University Board of Trustees. The provisions of the Academy's Contract, including any and all schedules and appendices thereto and all policies adopted by the Authorizer shall supersede any competing or conflicting provisions contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Re-Stated Agreement as of the date and year below.

NEW PARADIGM FOR EDUCATION
a Michigan Corporation

BY: 

ITS: Superintendent

DATE: 4/27/11

DETROIT 25675-1 (1/5/93)4v1

**DETROIT EDISON PUBLIC SCHOOL
ACADEMY**

BY: 

ITS: Board President

DATE: 4-27-11

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.

- Physical Plant Description
- Site Plan
- Floor Plan
- Certificate of Use and Occupancy
- Building Lease

1. Applicable Law requires that a public school academy application and contract must contain a description 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 site and physical plant is as follows:

Address: 1903 Wilkins
Detroit, MI 48207

Description: Detroit Edison Public School Academy is approximately 127,000 square feet. The structure is a two story building and includes a gymnasium, health clinic, and playground. The Academy also has a media center, preschool classrooms in addition to its classroom space.

Configuration of Grade Levels: Pre-Kindergarten through Eleventh Grade.

Term of Use: Term of Contract.

Name of the School District and Intermediate School District:

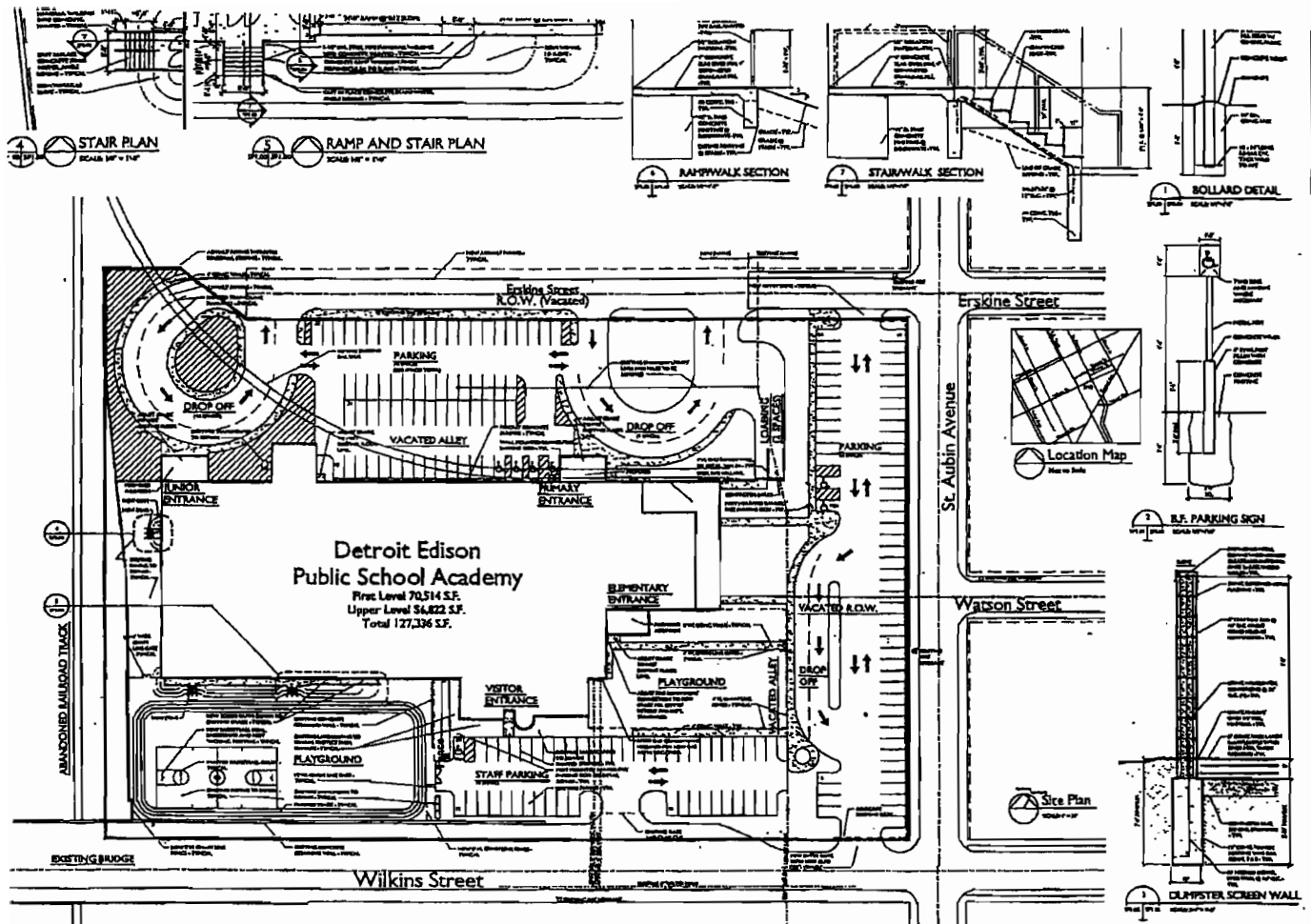
Local: Detroit Public Schools

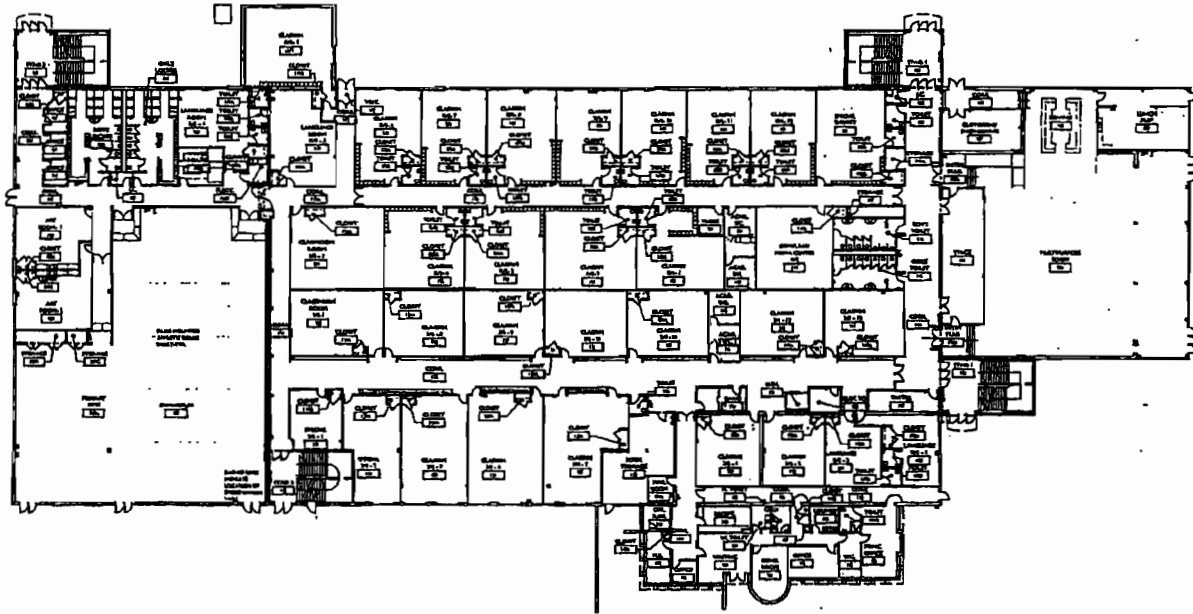
ISD: Wayne RESA

3. It is acknowledged and agreed that the following information about this Site is provided on the following pages, or must be provided to the satisfaction of the University Board, before the Academy may operate as a public school in this state.
 - A. Narrative description of physical facility
 - B. Size of building
 - C. Scaled floor plan
 - D. Copy of executed lease or purchase agreement
4. In addition, the academy and the University 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 physical facility. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating as a public schools. In cases of disagreement, the Academy may not begin operations without consent of the University Board.
5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University 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 University 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 University, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restriction 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.





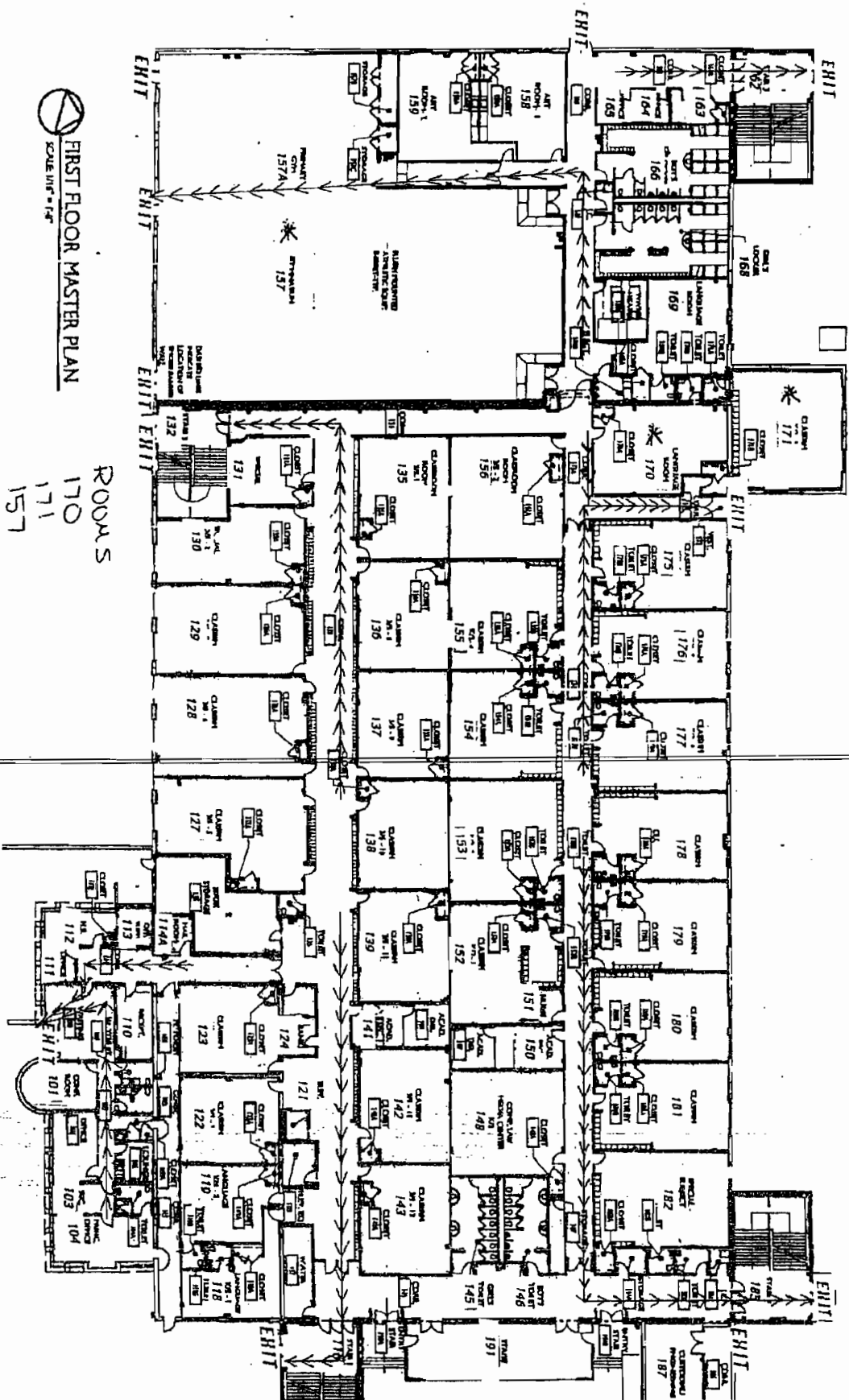
 **FIRST FLOOR MASTER PLAN**
SCALE: 1/8" = 1'-0"

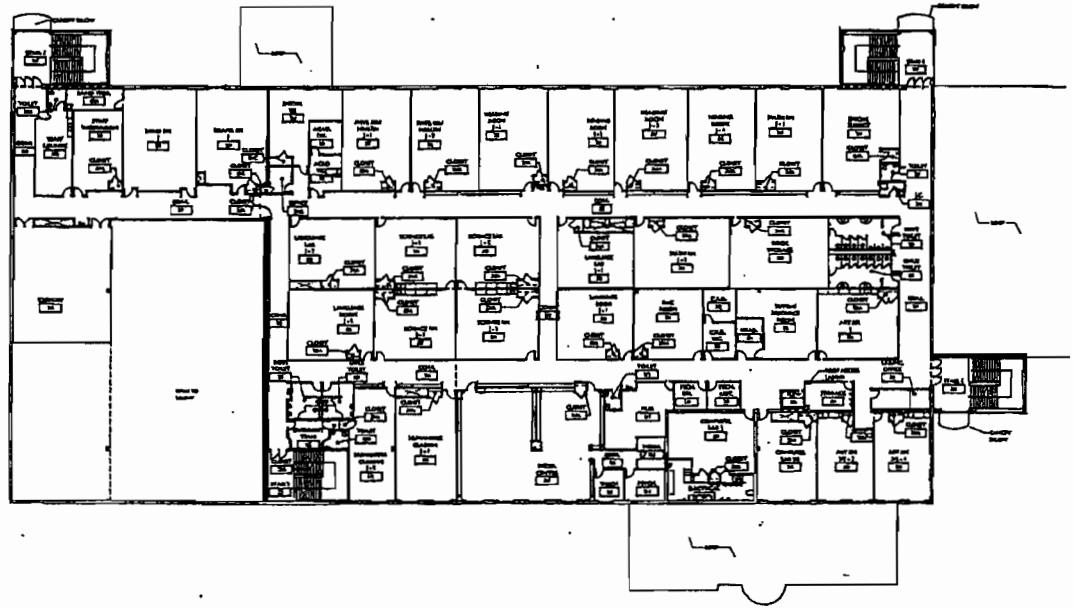
BOWERS & REIN ASSOCIATES, INC.	
Architecture • Planning Interior Design Mechanical/Electrical/HVAC Plumbing/Sanitary Fire Protection Telecommunications	
Project DETROIT EDISON PUBLIC SCHOOL ACADEMY 1000 WOODWARD AVENUE DETROIT, MICHIGAN	Owner DETROIT EDISON
Drawing Number 03-701	
Revision 1. 03-701-01 2. 03-701-02 3. 03-701-03 4. 03-701-04 5. 03-701-05 6. 03-701-06 7. 03-701-07 8. 03-701-08 9. 03-701-09 10. 03-701-10 11. 03-701-11 12. 03-701-12 13. 03-701-13 14. 03-701-14 15. 03-701-15 16. 03-701-16 17. 03-701-17 18. 03-701-18 19. 03-701-19 20. 03-701-20 21. 03-701-21 22. 03-701-22 23. 03-701-23 24. 03-701-24 25. 03-701-25 26. 03-701-26 27. 03-701-27 28. 03-701-28 29. 03-701-29 30. 03-701-30 31. 03-701-31 32. 03-701-32 33. 03-701-33 34. 03-701-34 35. 03-701-35 36. 03-701-36 37. 03-701-37 38. 03-701-38 39. 03-701-39 40. 03-701-40 41. 03-701-41 42. 03-701-42 43. 03-701-43 44. 03-701-44 45. 03-701-45 46. 03-701-46 47. 03-701-47 48. 03-701-48 49. 03-701-49 50. 03-701-50 51. 03-701-51 52. 03-701-52 53. 03-701-53 54. 03-701-54 55. 03-701-55 56. 03-701-56 57. 03-701-57 58. 03-701-58 59. 03-701-59 60. 03-701-60 61. 03-701-61 62. 03-701-62 63. 03-701-63 64. 03-701-64 65. 03-701-65 66. 03-701-66 67. 03-701-67 68. 03-701-68 69. 03-701-69 70. 03-701-70 71. 03-701-71 72. 03-701-72 73. 03-701-73 74. 03-701-74 75. 03-701-75 76. 03-701-76 77. 03-701-77 78. 03-701-78 79. 03-701-79 80. 03-701-80 81. 03-701-81 82. 03-701-82 83. 03-701-83 84. 03-701-84 85. 03-701-85 86. 03-701-86 87. 03-701-87 88. 03-701-88 89. 03-701-89 90. 03-701-90 91. 03-701-91 92. 03-701-92 93. 03-701-93 94. 03-701-94 95. 03-701-95 96. 03-701-96 97. 03-701-97 98. 03-701-98 99. 03-701-99 100. 03-701-100	
Sheet Title FIRST FLOOR MASTER PLAN	Sheet Number A1.10

FIRST FLOOR MASTER PLAN

SCALE 1/8" = 1'-0"

ROOMS
170
171
157





SECOND FLOOR MASTER PLAN
SCALE: 1/8" = 1'-0"

CERTIFICATE OF USE AND OCCUPANCY

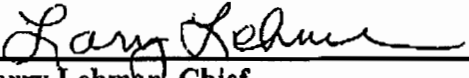
PERMANENT

**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: B029565
Detroit Edison Public School Academy
1903 Wilkins
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 12, 2011



CITY OF DETROIT
DEPARTMENT OF HEALTH AND WELLNESS PROMOTION
ENVIRONMENTAL HEALTH SERVICES

1151 TAYLOR BLDG. 4
DETROIT MICHIGAN 48202
PHONE 313-876-0506
WWW.CI.DETROIT.MI.US

May 25, 2006

Michigan Department of Human Services
Office of Children & Adult Licensing
Attn: Nicole Gibby
3026 W. Grand Blvd., Suite 11-350
Detroit, Michigan 48202

Dear Ms. Gibby:

**RE: ENVIRONMENTAL HEALTH INSPECTION OF PROPOSED CHILD CARE CENTER,
LOCATED AT 1903 WILKINS, DETROIT, MI 48207.**

A representative from the Community and Industrial Hygiene Program (CIH) conducted an inspection at the Edison Public School Academy proposed child care center. The purpose of this inspection was to evaluate natural and/or artificial light and ventilation of the activity rooms, toilet and kitchen facilities to accommodate a child care center.

Natural lighting and ventilation requirements:

1. For children $2\frac{1}{2}$ years or less, natural light (exterior glazing area) shall be a minimum of 8% of the floor area per BOCA (Building Officials and Code Administrators International Inc.) National Property Maintenance code/1990; PM-401.1 and BOCA National Building Code/1993; Section 308- 3.1. For children $2\frac{1}{2}$ years of age or above, natural or artificial light shall be capable of providing the minimum illumination of 20 foot candles over the entire room at a height of 3 feet from the floor (R 400.5915, Rule 915.(3)).
2. Natural ventilation area (operable window area to floor area ratio) shall be a minimum of $4\frac{1}{2}\%$ or provide central air conditioning per R 400.5915(1), with a minimum of 15 CFM of outside (fresh) air supplied per occupant.

Classroom 170

Measurements indicated that a total of 858 square feet of floor space will be available for the child care center activities, which can accommodate 24 children (age group $2\frac{1}{2}$ to 5 years). The exterior glazing area to floor area ratio is 9.9%, which meets the requirements for natural lighting. Natural light combined with artificial lighting meets the requirements for illumination. There are no operable windows, but the room is ventilated mechanically. Architectural drawings indicated that a minimum of 462 cfm of outside air is provided to this room through the mechanical ventilation system. This amount of outside air can accommodate 30 occupants in the room. The fans on the ventilation system must be constantly running whenever the room is occupied.

Classroom 171

Measurements indicated that a total of 848 square feet of floor space will be available for the child care center activities, which can accommodate 24 children (age group $2\frac{1}{2}$ to 5 years). There are no exterior windows, but artificial lighting meets the requirements for illumination. There are no operable windows, but the room is ventilated mechanically. Architectural drawings indicated that a minimum of 371 cfm of outside air is provided to this room through the mechanical ventilation system. This amount of outside air can accommodate 25 occupants, or 21 children and 3 adult staff members in the room. The fans on the ventilation system must be constantly running whenever the room is occupied.



1903 Wilkins
May 25, 2006
Page 2

Toilet Facilities

Each classroom has an attached toilet room which is equipped with one water closet and one lavatory sink. The rooms are adequately ventilated by exhaust fans ducted to the outdoors. Each toilet room can accommodate 15 children, or a total of 30 children, for full day sessions.

The boys' toilet room is equipped with four water closets, three urinals, and eight lavatory sinks. The room is adequately ventilated by an exhaust fan ducted to the outdoors. The toilet room can accommodate 105 children for full day sessions.

The girls' toilet room is equipped with seven water closets and eight lavatory sinks. The room is adequately ventilated by an exhaust fan ducted to the outdoors. The toilet room can accommodate 105 children for full day sessions.

Toilet facilities for the staff are located elsewhere in the building.

There are four drinking water fountains in close proximity to the classrooms, which can accommodate 200 children.

Food Service Facilities

Hot meals are provided by the school's kitchen, which is licensed by the State of Michigan (License Number SFE4982033948). Any changes to the food service must first be approved by the Detroit Department of Health and Wellness Promotion.

In summary, the Community and Industrial Hygiene Program recommends approval of the lighting and ventilation of the proposed areas for use in a child care center with a capacity of 45 children.

Sincerely,

Paul T. Max
Associate Industrial Hygienist
Community and Industrial Hygiene Division
(313) 876-0506

cc: Mr. Howard J. Krieger, Public Health Sanitarian Supervisor
Mr. Ralph C. Bland, Principal
Ms. Kimberly Bland

Fire Safety Compliance Record For Child Care Centers
 Michigan Department of Labor & Economic Growth
 Bureau of Construction Codes & Fire Safety / Building Division
 P.O. Box 30254, Lansing, MI 48909
 517/241-9317

CENTER NAME <div style="font-size: 1.2em; font-family: cursive;">EDISON ACADEMY PRESCHOOL</div>		BCCFS CONTROL NO. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	LICENSE NUMBER <div style="font-weight: bold; font-size: 1.1em;">DROPOSED</div>
ADDRESS (Street Number and Name) <div style="font-size: 1.2em; font-family: cursive;">1903 WILKINS</div>		CAPACITY <div style="font-size: 1.2em; font-family: cursive;">20</div>	
CITY <div style="font-size: 1.2em; font-family: cursive;">DETROIT</div>	ZIP CODE <div style="font-size: 1.2em; font-family: cursive;">48207</div>	REASON FOR INSPECTION <input type="checkbox"/> Original <input type="checkbox"/> Complaint <input checked="" type="checkbox"/> Follow-up <input type="checkbox"/> Interim <input type="checkbox"/> Renewal <input type="checkbox"/> Other _____	

The statements which appear opposite each rule number are brief summaries and are not identical to the administrative rule. The columns are to indicate whether the building is determined to be in compliance, or in non-compliance or not applicable (n/a) with the rules.

Each time the non-compliance column is marked, please comment using the Fire Safety Compliance Record Addendum-Form BCCFS-81 or equivalent.

RULE	COMP	NON-COMP	N/A	RULE	COMP	NON-COMP	N/A
Rule 400.5805. Plans and Specification Submission Approval. (1) All new construction or renovations shall require plan submission and approval prior to the commencement of actual work.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(4) Exit doors shall swing in the direction of egress in centers licensed for 13 or more children.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rule 400.5810. Construction. (1) Main floor shall be of wood frame construction as a minimum requirement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(5) Item (4) of this rule shall not apply to rooms having normal occupancy of 12 or fewer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) When the second floor is occupied, construction shall be of protected ordinary construction with all stairways and other vertical openings properly enclosed.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(6) Required means of egress shall be maintained in an unobstructed manner and shall not be exposed to inherent hazards of the building.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) When occupancy is above the second floor, construction shall be 1-hour fire-resistive, with all stairways and other vertical openings properly enclosed.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(7) New construction and additions: an exit door shall not be less than 36 inches. Multi-use bathrooms require not less than 32 inch widths.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Existing licensed centers housed on the second floor or above, with no increase in capacity, shall be permitted to remain, provided all other applicable fire safety rules are met.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(8) Conversion of existing building: 28 inch doors allowed for use room doors and multi-use toilet room doors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Basement occupancy: two 1-hour enclosed stairways to the outside or a direct exit to the outside with less than 50 feet of travel.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(9) Existing licensed centers may retain previously approved door widths.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Basement occupancy shall be limited to not more than 30 children when only one exit discharges directly to the outside at grade or through a 1-hour fire-resistive stairway. The second exit shall terminate at the first floor with approved floor separation (at top of stairs for new).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(10) Exterior exits shall be marked with proper and distinctive exit signs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) All vertical openings and stairways that are not required must be properly separated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rule 400.5825. Hazardous Areas. (1) In centers licensed prior to June 4, 1980, all hazardous areas shall be separated from other parts of the building used as a center by a minimum 3/4-hour fire-resistant construction, including 1 3/4-inch solid core wood doors with closures and positive latching hardware.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Nighttime care located on levels having exits directly at grade.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	In centers licensed between June 4, 1980 and July 1, 2000, all storage rooms 100 square feet or smaller require 3/4-hour construction and 1 3/4-inch solid core wood doors with closures and positive latching hardware. Storage rooms over 100 square feet require 1-hour fire-resistive construction, including B labeled fire door/frame assemblies.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rule 400.5815. Interior Finishes. (1) Interior finish materials are defined with the alphabetical classification of A, B, or C or I, II, or III.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any centers licensed after July 1, 2000, storage rooms 100 square feet or smaller require 1-hour fire-resistive construction, including a 1 3/4-inch solid core wood door. Storage rooms over 100 square feet shall be of 1-hour fire resistive construction, including B-labeled fire door/frame assemblies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Basic materials class A or I or B or II for means of egress and basement use occupancies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) All required means of egress or use areas shall be protected from commercial kitchens by a 1-hour fire-resistant separation. Separation is not required if cooking equipment is protected with hood suppression system.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Basic materials in all other areas class C or III.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The incinerator shall be separated from the center by construction having a 1-hour fire-resistance rating. In new construction the incinerator room shall have one outside wall containing a window or door.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Interior finish materials more hazardous than class C or III shall be prohibited.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The center shall be heated by a central heating plant installed in a one-hour enclosure with adequate combustion air or a permanently installed electrical heating system. Combustible materials shall be stored in rooms other than the heat plant room.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Existing licensed centers or conversions may have certain surfaces coated with an approved fire retardant coating.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(5) Existing licensed centers with the heating plant in the basement and not used for child occupancy shall be protected by a qualified floor separation including a 1 3/4-inch thick solid core door. Heating plant on the same floor shall be enclosed by 1-hour fire resistant construction.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Interior finish materials of class B or C which are less than 1/4 inch thick shall be furred out no more than 1 inch from or shall be applied to a noncombustible backing.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(6) Combustion type water heaters shall be located in a room of one-hour fire resistive construction or separated by a qualified floor separation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) Centers licensed from June 4, 1980 to July 1, 2000 may retain previously approved fire retardant coated finishes.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(7) Electric heating shall be U.L. approved and permanent fixed type.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Textile materials used as an interior finish have a class A or I interior finish rating in rooms having sprinkler protection or otherwise meet the rule.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(8) Boilers shall be inspected and approved by the Department's Boiler Division.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Drapery materials used for stage curtains, etc. meets NFPA-701.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(9) Portable combustion or electrical units shall not be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) Drapery materials applied to surfaces of a facility must meet (8) of this rule.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
(11) Vinyl and wooden wall dividers shall meet interior finish requirements of (1), (2) and (3) of this rule.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
(12) Bulletin boards must meet interior finish requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Rule 400.5820. Exits. (1) Each occupied floor shall have not less than two approved exits directly to the outside. Child occupied rooms must be located between the exits unless the room has a door directly outside.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
(2) Travel distance to an exit for new license use areas/facilities is in compliance with this rule.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
(3) All egress doors shall be side-hinged and equipped with approved hardware.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

CERTIFICATE OF USE AND OCCUPANCY


PERMANENT

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

**Building Permit No. LB018862
Detroit Edison Public School Academy
1903 Wilkins Street
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**

March 29, 2006

LEASE AND CONTRACT FOR IMPROVEMENTS

THIS LEASE AND CONTRACT FOR IMPROVEMENTS ("Lease") is entered into this 15TH day of May, 2003, by and between 1903 WILKINS, L.L.C., a Michigan limited liability company, with principal offices located at 2202 Penobscot Building, Detroit, Michigan 48226 ("Landlord"), and the DETROIT EDISON PUBLIC SCHOOL ACADEMY, a Michigan public school academy with principal offices at 950 Selden, Detroit, Michigan 48201 ("Tenant").

WITNESSETH

WHEREAS, Landlord is, or as of the Loan Closing Date shall be, the owner of a certain parcel of land, more particularly described in paragraph 1.23 and Exhibit A (the "Premises"); and

WHEREAS, Landlord is willing to lease to Tenant, and Tenant is willing to lease from Landlord, the Premises for the Term and upon the terms and conditions set forth in this Lease.

WHEREAS, in accordance with Tenant's plans, Tenant desires to have Landlord complete construction of the improvements upon the Premises in accordance with the Plans and Contract Documents, and Landlord is willing to do so.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto, for themselves, their successors and assigns, hereby covenant and agree as follows:

1. DEFINITIONS

The following terms, wherever they appear in this Lease, shall have the following meaning:

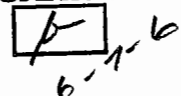
1.01 "ADA" shall mean the Americans with Disabilities Act, as amended, 42 U.S.C. 12101, *et seq.*

1.02 "Additional Rent" shall have the meaning ascribed to it in Section 2.07 of this Lease.

1.03 "Applicable Laws" means all laws, ordinances, statutes, rules, regulations, orders and promulgations of all Governmental Authorities having or asserting jurisdiction over the Premises or Landlord.

1.04 "Approved Lender" means any entity selected by Landlord which is a savings or commercial bank, trust company, insurance company, pension, profit or retirement fund or trust, or investment banking firm that regularly makes or arranges commercial real estate loans (including loans made by means of public offering or private placement of "securitized debt").

SCANNED

A handwritten signature, possibly 'B', is written inside a rectangular box. Below the box, the date '6-1-06' is handwritten.

1.05 "Architect" means Bowens & Reines Associates, Inc., or other licensed architect selected by Landlord, who shall work with Tenant and the Construction Consultant to prepare the Plans.

1.06 "Associate" shall mean any consultant, contractor, subcontractor, or other party engaged by Landlord to undertake any of the activities associated with the performance of this Lease, and their agents and employees.

1.07 "Base Rent" shall have the meaning ascribed to it in Section 2.05 of this Lease.

1.08 "Commencement Date" shall have the meaning ascribed in Section 2.02 of this Lease.

1.09 "Contract Documents" has the meaning ascribed in Schedule 1.

1.10 "Construction Consultant" means a licensed architect or contractor selected by Tenant and reasonably acceptable to Landlord.

1.11 "Environmental Laws" means any Federal, state or local statute, law, rule, regulation, ordinance, code, policy, rule of common law, judicial order, administrative order, consent decree or judgment, relating to the indoor or outdoor environment, health or safety, or relating to pollution or protection of the environment (including surface and ground water), or the emission, discharge, spillage, leakage, storage, release or threatened release of Hazardous Materials into ambient air, surface water, ground water or land or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, abatement, removal, remediation or handling of Hazardous Materials, and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC §§ 9601 *et seq.*, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC §§ 6901 *et seq.*, Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC §§ 1251 *et seq.*, Clean Air Act of 1966, as amended 42 USC §§ 7401 *et seq.*, Toxic Substances Control Act of 1976, 15 USC §§ 2601 *et seq.*, Hazardous Materials Transportation Authorization Act of 1994, 49 USC §§ 5101 *et seq.*, Oil Pollution Act of 1990, 33 USC §§ 2701 *et seq.*, Emergency Planning and Community Right-to-Know Act of 1986, 42 USC §§ 11001 *et seq.*, National Environmental Policy Act of 1969, 42 USC §§ 4321 *et seq.*, Safe Drinking Water Act of 1974, as amended, 42 USC §§ 300(f) *et seq.*, Federal Insecticide, Fungicide and Rodenticide Act, 7 USC §§ 136 *et seq.*, and any similar or implementing law, and any rule, regulation or other legally binding action of a Governmental Authority issued thereunder.

1.12 "Event of Default" shall have the meaning ascribed to it in Section 17.01 of this Lease.

1.13 "Expiration Date" shall have the meaning ascribed to it in Section 2.02 of this Lease.

1.14 "Governmental Authority" means any governmental or quasi-governmental authority including, without limitation, any federal, state, county, municipal agency, board,

branch, bureau, commission, court, department or other instrumentality or political unit or subdivision.

1.15 "Hazardous Material" shall mean without limitation, any substances, materials or wastes to the extent quantities thereof are regulated by any Governmental Authority, because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or to the environment, including asbestos and any materials or substances that are defined as "hazardous substances" in the Michigan Environmental Resource Act of 1980, as amended, MCL 299.601 *et seq.*; and/or listed in the United States Department of Transportation Hazardous Materials Table, as amended, 49 CFR 172-101, or in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 *et seq.*; or any other applicable governmental regulations imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste, or material now or hereafter in effect.

1.16 "Landlord's Work" means the remediation, construction, renovation and development of the Premises in accordance with the Plans.

1.17 "Lien" means any mortgage, lien (statutory or otherwise), charge, pledge, hypothecation, conditional sales agreement, adverse claim, title retention agreement or any other security interest, encumbrance or title defect of any nature whatsoever.

1.18 "Loan Closing" means the closing of the loan made by the Approved Lender to Landlord, the proceeds of which shall be used to finance Landlord's Work.

1.19 "Major Alterations" shall mean any improvements or alterations to the Building by Tenant which costs in excess of Fifteen Thousand Dollars (\$15,000.00) and/or which materially affect the building's mechanical, plumbing, heating, electrical and/or air-conditioning systems.

1.20 "Permitted Exceptions" means any title matters of record which in Tenant's reasonable determination do not have a material adverse effect on (a) the use and operation of the Premises as a school, (b) the access to the Premises or (c) the improvements to be constructed according to the Plans.

1.21 "Person" means an individual, corporation, limited or general partnership, limited liability company, joint venture, joint stock company, trust, unincorporated organization, or government agency or political subdivision thereof.

1.22 "Plans" means those certain plans and specifications prepared by the Architect and approved by the Approved Lender and in form and substance acceptable to the Construction Consultant, the cost and expense of which shall be borne solely by Landlord.

1.23 "Premises" shall mean the land more particularly described on attached Exhibit A, together with all improvements and facilities existing now or hereafter constructed upon said land, commonly known as 1903 Wilkins, Detroit, Michigan, including, without limitation, a building of approximately one hundred fifteen thousand (115,000) square feet in size to be improved upon the land with the amenities described on attached Exhibit B, plus related

improvements, parking areas, green areas and exterior walkways, all as more particularly described in the Plans.

1.24 "Punchlist" shall mean incomplete items of Landlord's Work which are not of a material nature as the term punchlist is customarily used in the construction industry in Southeast Michigan which items Landlord and Tenant shall identify within thirty (30) days following the Substantial Completion Date. Landlord shall use reasonable efforts to complete all Punchlist items within thirty (30) days of receipt of agreement of the parties to the Punchlist, provided that in the event Landlord and Tenant agree that if the nature of any Punchlist item is such that it cannot be completed within said thirty (30) day period, then Landlord and Tenant may agree upon a later date for completion of said Punchlist items.

1.25 "Real Estate Taxes" shall have the meaning ascribed to it in Section 2.06 of this Lease.

1.26 "Subordination, Non-Disturbance and Attornment Agreement" means a subordination, non-disturbance and attornment agreement in recordable form and otherwise in form and substance reasonably acceptable to Tenant, by and between Tenant and the holder of a mortgage or deed of trust which encumbers the Premises, pursuant to which (a) Tenant shall agree to subordinate this Lease to the lien of such mortgage or deed of trust, (b) Tenant shall agree to attorn to such holder as the new landlord under this Lease in the event of a foreclosure or deed in lieu of foreclosure and (c) such holder shall agree (i) not to disturb the rights and interests of Tenant under this Lease including, without limitation, Tenant's right to use, occupy and operate the Premises, so long as Tenant is not in default under this Lease, and (ii) to assume all of Landlord's obligations under this Lease (including, without limitation, the obligation to perform the Landlord's Work) in the event of a foreclosure or deed in lieu of foreclosure.

1.27 "Substantial Completion" means when all of the following conditions shall have been satisfied:

(a) all of the applicable Landlord's Work, excepting the Punchlist, has been completed in compliance with the terms and conditions of this Lease (including, without limitation, the Work Requirements), the applicable Plans, the Contract Documents, and all Applicable Laws;

(b) all utilities specified or required under the applicable Plans are connected and functioning properly and all Governmental Approvals specifically required for use of the Premises as a public school academy have been issued and are in full force and effect;

(c) Landlord has assigned to Tenant all required manufacturer's (or subcontractor's) warranties, and delivered evidence thereof to Tenant;

(d) a certificate of occupancy (either temporary or final) which permits the use and occupancy of the improvements has been issued by proper Governmental Authorities for the use of the Premises as a public school academy; and

(e) the Architect has certified to Tenant that conditions (a) - (d) above have been satisfied.

1.28 "Substantial Completion Date" means not later than July 31, 2004.

1.29 "Term" shall have the meaning set forth in Section 2.02 hereof.

1.30 "Term Confirmation Letter" means the letter to be signed by Landlord and Tenant which confirms (a) the Commencement Date, (b) the Expiration Date and (c) the date by which Tenant may exercise its right to renew the Term pursuant to Section 2.03 hereof.

1.31 "Work Requirements" means the work requirements set forth on Schedule 1 attached hereto.

2. DEMISE OF PREMISES

2.01 Demise of Premises.

(a) Subject to the terms and conditions contained in this Lease, Landlord hereby demises and leases to Tenant, and Tenant hereby accepts from Landlord, the Premises.

(b) Landlord represents and warrants that it owns, or as of the Loan Closing will own, good and marketable fee title to the Premises, free and clear of all third-party interests, including, but not limited to, all easements, liens, restrictions, rights-of-way, covenants, reservations and all other title exceptions (collectively, "Title Exceptions") except for those permitted exceptions as identified by Tenant and as shall be set forth on Exhibit C (collectively, "Permitted Exceptions"). Landlord shall not, at any time after the Loan Closing throughout the Term, place or permit any Title Exceptions (other than the Permitted Exceptions) to affect the Premises unless the prior written approval of Tenant has been obtained.

2.02 Commencement and Expiration of Term. If all of the provisions and conditions of Sections 3.01, 3.03, 4.01 and 4.04 have been fulfilled by Landlord or waived by Tenant, the Term of this Lease shall be for a period of twenty (20) years, as the same may be terminated pursuant to this Lease (the "Term"), commencing one day after Substantial Completion Date ("Commencement Date"), and shall end on the twentieth (20th) anniversary of the Commencement Date ("Expiration Date"). Notwithstanding the foregoing, if the Commencement Date shall be a day other than the first day of the calendar month, the Commencement Date shall be adjusted to the first day of the next following month and the Term of the Lease shall be extended for such fraction of such month. Upon the Substantial Completion Date, Landlord and Tenant shall execute and deliver to one another the Term Confirmation Letter.

2.03 Options to Purchase.

(a) Landlord hereby grants to Tenant an exclusive option to purchase the Premises. Tenant may exercise said option, if at all, by giving not less than one hundred twenty (120) days' notice, and delivering to Landlord a formal, executed contract of sale, which shall provide that the sale shall be for cash and that five percent (5%) of such cash payment will be paid upon the execution and delivery of the contract. The balance of the cash payment shall be made at closing, which shall occur within thirty (30) days from the satisfaction or waiver of all

requirements and conditions of the contract. The contract shall provide, among other provisions customary in such agreements for the sale and purchase of commercial property, including, without limitation, delivery of a title commitment for an ALTA owner's title insurance policy to insure Tenant's fee simple title to the Premises and delivery of a covenant deed at closing, payment of transfer taxes by Landlord, customary representations and warranties from Landlord as owner of the Premises, and that Tenant shall take title, subject to any liens or encumbrances created by any act or omission of Tenant. The purchase price shall be adjusted for any prepaid Base Rent or Additional Rent, Real Estate Taxes, or other charges as of the date of closing. Conveyance shall be by warranty deed, conveying good and marketable title to Tenant. From and after the first anniversary date after the Commencement Date, Tenant shall have the option to purchase the Premises for the following amounts during each of the following calendar years:

<u>Year</u>	<u>Purchase Price</u>
2005-06	\$18,500,000
2006-07	\$18,000,000
2007-08	\$17,750,000
2008-09	\$17,500,000
2009-10	\$17,250,000

In the event Tenant exercises its option to purchase the Premises pursuant to this Section 2.03, Tenant represents and warrants that it will make a bona fide effort to secure appropriate public or private funding to purchase of the Premises from the Landlord.

In the event Tenant elects to exercise its option to purchase the Premises pursuant to this Section 2.03, it is the intent of the parties that the Premises be purchased for the above amounts as soon as Tenant is able to qualify for funding after the first anniversary date of the Commencement Date. Tenant shall not intentionally do or fail to do any act that would jeopardize Tenant's ability to secure financing for said purchase.

(b) If Tenant has not elected to exercise its option to purchase the Premises pursuant to Section 2.03(a) during the Term of the Lease, Tenant shall have an option to purchase the Premises on a land contract. Tenant may exercise said option, if at all, by giving not less than one hundred twenty (120) days' notice to Landlord prior to the Expiration Date. Said land contract shall provide for a purchase price of Four Million Two Hundred Eighty-Seven Thousand Eight Hundred Fifty-Two Dollars (\$4,287,852.00), including interest, payable in equal monthly installments of One Hundred Nineteen Thousand One Hundred Seven Dollars (\$119,107.00), shall have a term of three (3) years and calling for payments in the amount of One Hundred Nineteen Thousand One Hundred Seven Dollars (\$119,107.00) per month, which includes interest at the rate of seven percent (7%) per annum, and shall contain provisions customarily used in land contract sales of commercial property, including, without limitation, such as those referenced in Section 2.03(a) governing the purchase and sale of the Premises on a cash basis.

2.04 Obligation to Pay Base Rent. Tenant covenants to pay to Landlord the Base Rent (sometimes herein referred to as "Rent") in the amount specified below. Tenant shall pay the

Rent in consecutive monthly installments on the first day of each month, without notice or demand, commencing as of the Commencement Date.

Lease Year(s)	Monthly Base Rent	Annual Base Rent
1-5	\$109,000.00	\$1,308,000.00
6-10	\$112,270.00	\$1,347,240.00
11-15	\$115,638.00	\$1,387,657.00
16-20	\$119,107.00	\$1,429,285.00

All payments of Base Rent shall be made in lawful money of the United States of America and shall be paid to Landlord at Landlord's address as set forth in Section 24 or to such other parties and/or to such other address as Landlord may from time to time designate in writing to Tenant.

2.05 Obligation to Pay Real Estate Taxes. Tenant covenants to pay and discharge before delinquent all general and special property taxes and assessments (whether real or personal) which may be levied during the Term upon or with respect to the Premises (or any part thereof, and shall include all taxes, levies and charges which may be assessed, levied, or imposed in replacement of or in addition to all or any part of ad valorem real property taxes as revenue sources and which, in whole or in part, are measured or calculated by or based upon the Premises (or any portion thereof) and/or leasehold estate of Landlord. The computation of Real Estate Taxes for any specific year shall be reduced by the actual amount of any tax refunds received by Landlord for the year resulting from any administrative or judicial order. Except as otherwise specifically provided in this section, Real Estate Taxes shall not include the Michigan Single Business Tax, or any replacement thereof nor any income taxes of general applicability imposed upon Landlord. Real Estate Taxes shall be prorated between Landlord and Tenant on a due date basis as of the Commencement Date and the Expiration Date, with Landlord or Tenant making the appropriate cash payment to the other at the time of proration. In the event of special assessments which may be levied against any portion of the Premises during the Term, Tenant shall have the right to require that Landlord elect the installment payment method of such assessment, if such election is available. Tenant shall pay and be responsible for any installments of special assessments which may be payable during the Term. In addition, in the event the Approved Lender imposes a requirement that Real Estate Taxes be escrowed on a monthly basis, upon delivery of evidence thereof by Landlord, Tenant agrees to make such monthly escrow deposits in accordance with the directives of Landlord.

Landlord shall cause the Premises to be assessed and taxed as a separate and distinct tax lot and shall forward or cause to be forwarded any tax bills or tax-related correspondence to Tenant in a prompt and timely manner.

Anything in the Lease to the contrary notwithstanding, Real Estate Taxes shall not include impositions in nature of an income, estate, or inheritance tax imposed because of Landlord's receipt of rental payments from Tenant or because of Landlord's ownership of the fee title to the Premises or because of Landlord's interest in the Lease including, but not limited to,

any tax imposed upon the receipt of any rental by Landlord, and Tenant shall not be required to pay any such imposition.

Tenant may, at any time, in good faith and upon reasonable grounds, dispute or contest the validity of the whole or any part of any Real Estate Taxes, assessments, penalties or claims with respect thereto, upon the Premises and any improvements, buildings, trade fixtures or personal property located thereon, defend against the same, and may in good faith diligently conduct any necessary proceedings to prevent and avoid the same. Tenant shall not, in the event of and during the bona fide and diligent prosecution of such proceeding, be in default in respect to the subject matter of such proceeding so long as Tenant complies with the provisions of this section. Tenant further agrees that any such contest shall be prosecuted to a final conclusion as speedily as is reasonably possible. Landlord agrees to render to Tenant any and all reasonable assistance, at no cost to Landlord, in contesting the validity or amount of any Real Estate Taxes, assessment, penalties, or claims, including (if required) joining in the signing of any protests or pleadings which Tenant may reasonably deem advisable to take. During any such contest, Tenant shall prevent any foreclosure of, or any divesting thereby of Landlord's interest in the Premises, prevent the public sale or foreclosure of any lien for any such imposition, and take whatever action is necessary to prevent Landlord from incurring or being exposed to any criminal or civil liability with respect to any such imposition. Landlord shall promptly reimburse Tenant for any such payment made by Tenant for such imposition attributable to the Premises which are the responsibility of Landlord hereunder, including any payments applicable to any period subsequent to termination of the Lease.

2.06 Obligation to Pay Additional Rent. Tenant covenants to pay and discharge any sums required to be paid by Tenant pursuant to the terms of this Lease, whether or not the same may be designated as "Additional Rent." Tenant shall pay any Additional Rent in the time and manner required under this Lease.

2.07 Late Payment. Tenant covenants to pay and discharge any sums required hereunder, as herein indicated, and in default of timely payment of the Base Rent, Tenant shall also pay a late payment fee in the amount of Five Hundred Dollars (\$500.00) for each instance in which Tenant is in default of timely payment of the Base Rent.

2.08 Security Deposit and First Month's Rent. Upon execution of this Lease, Tenant shall deposit with Landlord the sum of Two Hundred Eighteen Thousand Dollars (\$218,000.00), half of which shall represent the first month's Base Rent of One Hundred Nine Thousand Dollars (\$109,000.00) and the balance to be held as security for the faithful performance by Tenant of the terms of this Lease. Landlord may use, apply or retain the whole, or any part of the security deposit, to the extent required for the payment of any Base Rent and Additional Rent or other sum as to which Tenant is in default beyond the expiration of any notice or for any sum Landlord may expend or may be required to expend by reason of Tenant's default with respect to any of the terms of this Lease. If Tenant shall not be in default on the Expiration Date, Landlord shall promptly return to Tenant the balance of the security deposit. The security deposit will be increased by way of a further contribution by Tenant to Landlord in an amount not to exceed One Hundred Eighteen Thousand Four Hundred Fifty Dollars (\$118,450.00) as of the commencement of the sixth (6th) year of the Term, in an amount not to exceed One Hundred

Twenty-Two Thousand Three Dollars (\$122,003.00) as of the commencement of the eleventh (11th) year of the Term and in an amount not to exceed One Hundred Twenty-Five Thousand Six Hundred Sixty-Three Dollars (\$125,663.00) at the commencement of the sixteenth (16th) year of the Term. The security deposit shall accrue interest, and with all interest on said deposit belonging to Tenant, and said deposit, plus interest thereon, shall be returned to Tenant in the time and manner herein provided in this Section 2.08, subject to Landlord's rights under this Section 2.08. All interest earned on the security deposit shall be remitted to Tenant on the first day of each month during the Term.

2.09 Any payments of Base Rent, Additional Rent and any other sums required of Tenant in any provision of this Lease will be paid without demand, offset or abatement, except as otherwise provided herein.

3. CONSTRUCTION OF PREMISES BY LANDLORD

3.01 Approvals. To the extent required by Applicable Law, Landlord represents and warrants that it will, at its cost and expense, in good faith, apply for and obtain all approvals needed from any Governmental Authority necessary for the construction and operation of the Premises as a public school academy ("School") with the amenities described in Exhibit B and in the Plans. Tenant agrees to assist and cooperate with Landlord as reasonably necessary for Landlord to obtain such approvals. In the event Landlord is unable to obtain all necessary approvals by the Substantial Completion Date, Tenant may elect to exercise the remedies set forth in Section 4.03(c) and (d), and, in all events, Landlord shall continuously, effectively and with diligence attempt to obtain the necessary approvals as aforesaid. Landlord shall indemnify and hold Tenant harmless from all liability, claims, costs and expenses which Tenant may incur by reason of having signed any such application or applications, other than liabilities, claims costs and expenses occasioned by Tenant's gross negligence or willful misconduct. Tenant's obligations under this Lease are contingent upon Landlord procuring written approval from any and all Governmental Authority and Tenant procuring approval from its chartering institution, if so required, to operate the School from grades K through 8 at the Premises as of July 31, 2004.

3.02 Site Plan. Landlord has completed a conceptual site plan depicting the location of the building and related amenities upon the Premises. Said site plan is attached hereto as Exhibit D, and shall be updated from time to time in accordance with the approval and requirements of the Approved Lender. All updated versions of the site plan shall be delivered to Tenant for review and approval, which approval shall not be unreasonably withheld or delayed.

3.03 Landlord's Work.

(a) Landlord shall, at its sole cost and expense, perform Landlord's Work at the Premises in accordance with this Section 3, the Plans, the Work Requirements and the Contract Documents. Any changes to the Plans desired by Tenant shall be subject to Landlord's consent, which shall not be unreasonably delayed or withheld, and must be set forth in a written change order signed by Landlord and Tenant, together with an estimate of the additional construction time and costs, if any, required to complete the work resulting from such change order. Without limiting the generality of the foregoing, Landlord shall, at its cost and expense,

(i) complete the abatement of all Hazardous Materials at the Premises in accordance with all Applicable Laws, (ii) complete all pavement work, including asphalt covering for parking and the "Drop off" areas depicted on Exhibit D, and (iii) achieve Substantial Completion of Landlord's Work by the Substantial Completion Date. Landlord shall not make any changes in the Plans without the prior written consent of Tenant and the Construction Consultant, which consent may be given or withheld at Tenant's reasonable discretion so long as the changes will not result in a material reduction in the useable space of the Premises by Tenant or a material increase in the construction budget approved by the Approved Lender. Landlord shall, at its sole cost and expense, carry builders risk insurance to protect against the risk of failure or inability for any reason to timely complete Landlord's Work in accordance with the requirements of this Lease.

(b) Landlord warrants that Landlord's Work shall be free of defects for two (2) years following the Commencement Date. Landlord shall, at its sole cost and expense, promptly remedy all such defects upon receipt of Tenant's notice thereof, failing which Tenant shall be entitled to exercise the remedies set forth in Section 4.03(c) and (d). Landlord shall on the Commencement Date assign to Tenant all warranties received by Landlord from Landlord's contractors and subcontractors with respect to equipment, materials, furnishings and fixtures installed in accordance with the Plans, including, but not limited to, those pertaining to the heating and air conditioning, electrical and plumbing systems and the roof of the building.

(c) Landlord shall, at its own cost and expense, comply with all Applicable Laws for the performance and completion of Landlord's Work. Landlord hereby represents and warrants to Tenant that upon completion of Landlord's Work, the Premises will comply with all Applicable Laws, including those relating to fire and safety codes, and that Tenant's use of the Premises as a School for educational purposes shall be permitted under Applicable Laws. Without the limiting the generality of the foregoing, Landlord agrees, at its sole cost and expense, that as of the Substantial Completion Date, all of the structural elements of the Premises and the parking lots shall comply with the public accommodation requirements of the ADA of 1990 and all regulations issued thereunder and any similar state legislation, and agrees to indemnify Tenant from any and all costs, liabilities, actions, damages and attorneys fees incurred in connection with defending any claim against Tenant by any regulatory or governmental body or Person or entity with respect thereto.

(d) In connection with the development of the Plans, Landlord shall furnish copies of the Plans, together with construction schedule set forth in Exhibit E, on an ongoing basis for review and approval by Tenant and the Construction Consultant. Tenant's approval of the Plans shall not be deemed to be an assumption of responsibility by Tenant for compliance with any rule, regulation or ordinance applicable to Landlord's Work. Landlord shall, at its sole cost and expense, obtain all necessary approvals required for the installation of any utilities necessary to service the Premises and shall pay, at its sole cost and expense, any and all costs and fees incurred therefore, including tap-in fees.

3.04 Maximum Cost Limitations. Promptly following the execution of this Lease (the "Effective Date), Landlord shall deliver to Tenant architectural designs, plans and specifications for the design, constructing, furnishing and equipping of the School ("Contract Documents") on

standards comparable to other comparable schools developed by Landlord within the last year, and in full compliance with Applicable Laws.

4. IMPROVEMENTS/TENANT CONTRIBUTION

4.01 Improvements. Landlord shall contract for improvements to the Premises in accordance with the Plans prepared by Architect. The improvements shall be completed by Landlord as of the Substantial Completion Date, unless prevented from doing so by changes requested by Tenant or any *force majeure*, in the latter of which event, Section 26.01 shall control notwithstanding anything contained in the Lease to the contrary. If Landlord fails to complete the improvements by the Substantial Completion Date for reasons other than Tenant's conduct or *force majeure*, then Tenant may exercise the remedies set forth in Section 4.03(e) and (f). The final Plans, together with any modifications or amendments, shall be approved jointly by the parties. The cost of the construction of said improvements will not exceed Six Million Dollars (\$6,000,000.00). In the event the actual construction costs exceed Six Million Dollars (\$6,000,000.00), Landlord shall be responsible for payment of all sums above Six Million Dollars (\$6,000,000.00). All costs for improvements incurred by the Landlord due solely to requests of the Tenant to changes to the Plans by change orders shall be paid for by Tenant forthwith upon completion of each change and upon notice from the Landlord and inspection by the Tenant.

4.02 Tenant's Contribution. As Tenant's contribution to the cost of the improvements contracted for by Landlord, Tenant shall pay to Landlord the total sum of Six Hundred One Thousand Nine Hundred Ninety-Two Dollars (\$601,992.00), payable in twelve (12) consecutive equal monthly installments of Fifty Thousand One Hundred Sixty-Six Dollars (\$50,166.00), commencing as of the execution of this Lease, but in no event beyond July 31, 2004; provided that in the event Landlord fails to comply with all of its obligations under this Lease, including, without limitation, Sections 3.01, 3.03, 4.01 or 4.04, and construction of the improvements is delayed thereby, Tenant shall have the right to exercise the remedies set forth in Section 4.03(c), (d), (e) and (f) as applicable. In addition to the above, Tenant shall pay to Landlord a further contribution in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) upon installation of all pavement required by the Plans as finally approved by Landlord and Tenant or its Construction Consultant.

4.03 Tenant's Remedies.

(a) Landlord hereby covenants to diligently proceed with and complete the construction of Landlord's Work and to keep Tenant fully advised of its progress. In the event Landlord fails to do so, Tenant may exercise the remedies set forth under Section 4.03(e) and (f).

(b) Landlord represents and warrants to Tenant that it has, or shall have, sufficient financing, skilled contractors and materials necessary to complete Landlord's Work in accordance with the Plans by the Substantial Completion Date, and has no knowledge of any facts or circumstance which would delay Landlord and the timely completion of Landlord's Work. Landlord shall promptly notify Tenant in writing of any fact or circumstance that may result of Landlord's not completing Landlord's Work timely.

(c) In the event Landlord fails to timely meet its obligations under Sections 3.01 or 3.03, Tenant may, at its option, exercise any one or more of the following rights:

(i) subject to the rights of the Approved Lender, at Tenant's option and sole risk, take all steps necessary to apply for and obtain any approvals needed from any Governmental Authority relating to the construction of improvements and/or the operation of the School at the Premises, and undertake and complete such work, repairs and/or modifications necessary to complete Landlord's Work; or

(ii) pursue any and all other remedies provided herein, at law or in equity, or

(iii) accept substitute space comparable to the Premises which Landlord shall be obligated to procure fully and solely at Landlord's sole cost and expense less Tenant's then current operating expenses, for use by Tenant on a temporary basis, which substitute space shall be subject to Tenant's reasonable approval.

(d) In the event Tenant exercises any right set forth in Section 4.03(c) above, Tenant shall be entitled to one (1) day of abatement of the Base Rent and one (1) day of abatement of Additional Rent for each day for which Landlord fails to timely comply with Sections 3.01 or 3.03 of this Lease. All such free rent shall be credited to Tenant's rental obligation immediately following the Commencement Date or the next payment of rent due and payable by Tenant as the case may be.

(e) In the event Landlord fails to timely meet its obligations under Section 4.01 or 4.02 of this Lease, Tenant shall be entitled to receive from Landlord and Landlord shall be required to pay to Tenant, immediately upon demand, the sum of Three Thousand Dollars (\$3,000.00) per day for as long as such failure to comply shall continue.

(f) In the event Tenant elects to exercise its remedies under Section 4.03(e), Landlord shall be liable to Tenant for all damages incurred by Tenant in curing Landlord's failure to timely comply with Landlord's obligation under Sections 4.01 or 4.04, including, without limitation, Tenant operating the School from a substitute facility, increased operating costs, increased rent, relocation expenses, renovation costs, commissions and actual legal fees (including court costs, attorneys fees, legal specialists fees, expert fees, etc.). In addition, in the event Tenant elects to exercise its remedies under Section 4.03(c)(i) or (iii), Tenant shall submit invoices for such costs monthly to Landlord for as long as Tenant is undertaking such work or seeking such approvals or is unable to occupy the Premises or required to remain at the substitute facility, which invoices Landlord shall pay within ten (10) days of receipt, failing which Tenant shall be entitled to offset the amounts due against the Base Rent next due and owing.

(g) Tenant has represented and warranted that no approval of this Agreement from its chartering institution is necessary and that it knows of no fact, circumstance or situation wherein its charter is in any jeopardy of withdrawal, revocation or cancellation. Notwithstanding

the foregoing, Tenant shall have the right to terminate this Lease in the event Tenant's authorization to operate a public school academy is withdrawn, revoked, cancelled or not renewed by its existing chartering institution. In the event Tenant so elects to terminate this Lease, Tenant shall immediately so notify Landlord in writing of such withdrawal, revocation, cancellation or non-renewal whereupon this Lease shall terminate as of the date thereof and all rights and obligations of the parties under this Lease shall cease. Tenant will take all appellate remedies available to it with the chartering institution or otherwise to appeal such withdrawal, revocation, cancellation or non-renewal. In addition, Tenant will use all reasonable efforts and diligence to secure another charter upon failure of appeal and that the Tenant will provide notice of any impending discipline, probation or other action which threatens the continuation of its charter during the term of this Lease and during the term of the land contract, if any, provided for under Section 2.03(b).

(h) From the date of execution of this Lease and throughout the term hereof, Landlord will be provided with full and complete quarterly financial statements and its annual audited financial statement to the Landlord, as the same are produced for the Tenant without the necessity of notice or demand.

4.04 Delivery of Possession. Landlord covenants and agrees to deliver possession of the Premises to Tenant as of the Commencement Date in the condition required by this Lease, free and clear from all tenancies, liens, encumbrances, claims, rights to possession of Persons other than Tenant and other title defects, other than the Permitted Exceptions.

4.05 Holding Over. If Tenant shall hold over in possession all or any part of the Premises after the expiration of the Term, such holding over shall not be deemed to extend the Term or renew this Lease, but the tenancy thereafter shall continue on a month-to-month basis upon the covenants and conditions herein set forth until terminated by Landlord or Tenant, by one (1) month's written notice to the other party, except that the Base Rent due for each month shall be at the same monthly Base Rent in effect immediately prior to such holding over times one hundred twenty percent (120%), plus all Additional Rent.

5. USE

5.01 Permitted Use. Tenant shall have the exclusive use of the Premises for operation of the School and related educational activities, but for no other purpose without Landlord's prior written consent which consent shall not be unreasonably delayed or withheld.

6. INDEMNITY

6.01 (a) Tenant shall indemnify and hold Landlord and its agent and employees harmless (except for loss or damage resulting from the acts or omissions of Landlord, its agent, contractors or employees) from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys fees, in connection with the loss of life, personal injury and/or damage to the property arising out of any occurrence and upon or at the Premises or the occupancy of use by Tenant of the Premises or any part thereof.

(b) Landlord shall indemnify and hold Tenant and its agent and employees harmless from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys fees, of any nature resulting from injuries or damages to Persons or property, arising from or out of any occurrence in, on or upon any portion of the Premises and which is a result of Landlord's failure to comply with the terms of this Lease or occasion in whole or in part by any act or omission of Landlord, its agent, contractors, employees, servants, customers or licensees.

7. INSURANCE

7.01 Tenant shall keep the leased property insured through the Term of this Lease against the following:

(a) Fire and Extended Coverage. Loss or damage by fire, vandalism, malicious mischief and such other risks as may be included in the broadest form of extended coverage insurance from time to time available, in amounts sufficient to prevent Landlord or Tenant from becoming a co-insurer within the terms of the applicable policies, and in any event, in an amount not less than the then full insurable value, if available at an acceptable cost, otherwise at 80% of replacement cost;

(b) Sprinkler System. Loss or damage from leakage of present or future sprinkler systems installed in the Building on the leased property, in an amount not less than thirty percent (30%) of the then full insurable value;

(c) Boiler. Loss or damage by explosion of present or future steam boilers, pressure vessels or similar apparatus installed in the Building on the leased property, in such limits with respect to any one accident as Landlord may reasonably request from time to time;

(d) Business Interruption. Business interruption insurance in the name of Tenant covering risk of loss due to the occurrence of any of the insured hazards which interrupts Tenant's business operations, including rental loss insurance for the benefit of Landlord;

(e) Liability. Claims for personal injury or property damage, under a policy of general public liability insurance, with such limits as Landlord reasonably requests from time to time, but not less than Two Million Dollars (\$2,000,000.00) per occurrence in respect of bodily injury and Five Hundred Thousand Dollars (\$500,000.00) for property damage; and

(f) Mortgage Requirements. Against such other hazards and in such reasonable amounts as the holder of any mortgage or deed of trust to which this Lease is subordinate requires from time to time.

7.02 Full Insurable Value. The Term "full insurable value" means the actual replacement cost, less physical depreciation, excluding foundation and excavation costs. The full insurable value shall be determined, but not more frequently than once annually during the Term of the Lease, whenever reasonably requested by Landlord, by a qualified appraiser selected

and paid for by Tenant and acceptable to Landlord's lender. The appraiser's finding shall not be binding upon Landlord.

7.03 Policies. All insurance provided for in this Lease shall be effected under policies issued by recognized insurers licensed to do business in this State. At least thirty (30) days before the expiration date of any policy, Tenant shall deliver to Landlord the original renewal policy for such insurance. Within fifteen (15) days after the premium on any policy becomes due and payable, Landlord shall be furnished with satisfactory evidence of its payment.

7.04 Insureds. All other policies of insurance, except business interruption coverage which shall name Tenant only as an insured, shall name Landlord and Tenant as the insureds, as their respective interests may appear. At Landlord's request, any insurance policy proceeds, except Tenant's business interruption insurance proceeds but, including proceeds from rental loss insurance procured for the benefit of Landlord, shall be made payable to the Approved Lender or holders of any mortgage or deeds of trust to which this Lease is at any time subordinate, as the interest of such holders may appear, pursuant to a standard clause for holders of mortgages or deeds of trust. All such insurance proceeds shall be payable to the Approved Lender for application as Approved Lender may determine, provided that Landlord shall use reasonable efforts to cause such proceeds to be used to restore the Premises in a manner which prevents Tenant from becoming a co-insurer. To the extent obtainable, all policies shall contain an agreement by the insurers that (A) any loss shall be payable to Landlord or the holders of any such mortgage or deed of trust, notwithstanding any act or negligence of Tenant which might otherwise result in forfeiture of such insurance, (B) such policies shall not be cancelled, except upon ten (10) days' prior written notice to Landlord and to the holders of any mortgage or deed of trust to whom loss may be payable, and (C) the insurance coverage shall not be affected by the performance of any work in or about the Premises. Landlord shall not have any right of action against Tenant on account of any loss or damage from fire and extended coverage, if such loss is covered by insurance and this waiver by Landlord does not invalidate any insurance policy.

7.05 Premium Apportionment. Premiums on all insurance policies in force at the Commencement Date, expiration or earlier termination of the term of this Lease, shall be apportioned between Landlord and Tenant as of the date of such Commencement Date or upon the date of termination or expiration.

7.06 Blanket Policies. If Tenant provides any insurance required by this Lease in the form of a blanket policy, Tenant shall furnish satisfactory proof that such policy complies in all respects with the provisions of this Lease, and that the coverage thereunder is at least equal to the coverage which would be provided under a separate policy covering only the leased property.

8. COMPLIANCE WITH LAWS

8.01 Tenant Compliance with Laws. As of the Commencement Date, Tenant covenants to comply with all Applicable Laws regarding Tenant's use of the Premises. Tenant shall make, at its expense and in accordance with the terms of this Lease, all improvements and/or alterations to the Premises necessary to comply with such Applicable Laws. Landlord shall construct the improvements and deliver the Premises to Tenant as of the Commencement

Date in compliance with all applicable federal, state and local laws, ordinances, regulations or rules, including, but not limited to, building, environmental and fire laws, ordinances and regulations, and the ADA.

8.02 Waste. Tenant shall not do or permit anything to be done in or about the Premises, or bring or keep anything in the Premises that may damage any building, constitute waste or be a nuisance, public or private.

8.03 Building Violation. During the Term, Tenant shall give prompt notice to Landlord of any notice Tenant receives of any violation of any law or requirement of a Governmental Authority affecting the Premises. Any violation that is discovered after the Commencement Date of this Lease, which existed prior to the Commencement Date, shall be the responsibility of Landlord to correct. Any violation caused by Tenant which occurs after the Commencement Date, shall be the responsibility of Tenant to correct.

8.04 Hazardous Materials. Tenant shall not use, handle, generate, treat, store or dispose of, or permit the handling, generation, treatment, storage or disposal of any Hazardous Materials in, on, under, around or above the Premises during the Term. Any and all claims, costs expenses, fines, and losses of any kind (including but not limited to those arising from injury to or the death of any person, damage to or loss of use or value of real or personal property, and costs of investigation cleanup and attorneys' and consultants' fees) incurred by Landlord which arise solely by or through the acts, omissions, or failure to act of Tenant, its agents, employees, contractors, servants and invitees and arising out of or are related to Tenant's use of occupancy of the Premises during the Term shall constitute Additional Rent and shall be payable within thirty (30) days after receipt of Landlord's invoice and supporting documentation.

8.05 Environmental Representations and Warranties. To the best of Landlord's knowledge, Landlord represents, warrants and covenants that the following representations and warranties are true and correct as of the Effective Date and shall survive the Effective Date, and hereby represents and warrants to the best of Landlord's knowledge after inquiry as follows:

(a) The Premises has not been used in the disposal of or to refine, generate, manufacture, produce, store, handle, treat, transfer, release, process or transport any Hazardous Materials, and except as disclosed by the environmental reports attached hereto as Exhibit F, nor is the Premises, including all soils, groundwater's and surface waters located on, in or under the Premises, contaminated with pollutants or other substances, which contamination may give rise to clean-up obligations under applicable Environmental Laws, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 US 9601 *et. seq.*, the Resource Conservation and Recovery Act, 42 US 6901, *et seq.*, and the common law.

(b) There are no underground storage tanks on the Premises.

(c) There are no above ground storage tanks on the Premises.

(d) There are no outstanding violations or any consent decrees entered against Landlord or predecessor owners of the Premises regarding environmental and land use matters,

including, but not limited to, matters affecting the emission of air pollutants, the discharge of water pollutants, the management and disposal of Hazardous Substances or noise.

(e) Other than as to the reports referenced in Exhibit F, there are no claimed, threatened or alleged violations with respect to any federal, state or local environmental law, rule, regulation, ordinance, permit, license, authorization or common law and there are no present discussions with any federal state or local governmental agency concerning any intentional or unintentional act or omission by Lessor resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying, dumping, or otherwise disposing of any Hazardous Material into the environment.

9. UTILITIES

9.01 Utility Charges. Tenant shall promptly pay all usage charges for water, gas, heat, electricity and sewer and any other utility used that are furnished to the Premise.

9.02 Utility Interruption. Landlord shall not be liable in the event of any interruption in the supply of any utilities, including, without limitation, any heating and air conditioning caused by fire, accident, riot, strike or act of God, unless interruption is caused by the negligent act or omissions of Landlord, its contractors, employees or agents. In the event such interruption results in Tenant's inability to operate the Premises in accordance with its general operating standards, and such interruption continues for more than 48 hours, then, in such event, Tenant shall be entitled to an abatement of rent and all of the charges due hereunder commencing as of the date of such interruption through the date on which such interruption is rectified. If such interruption continues for more than ten (10) days, Tenant may, at its option, make such repairs as Tenant deems necessary and any and all costs incurred by Tenant affecting such repairs shall be reimbursed by Landlord to Tenant immediately upon demand therefore and all such sums shall accrue interest at the rate of fifteen percent (15%) per annum from the date of such expenditure to the date of such repayment, or Tenant may elect to set-off such amounts (including interest which accrues thereon) against the rent due hereunder until Tenant receives a credit for the full cost of the expenditures (including any interest which accrues thereon) made by it in effecting its remedies under this Section 9.02.

10. IMPROVEMENTS AND ALTERATIONS

10.1 Improvements and Alterations. Tenant shall not make any structural improvements or alterations to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably delayed or withheld, provided that no such consent shall be required if such improvement or alteration is not a Major Alteration. Except as otherwise provided in this Article, Tenant may make such non-structural improvements or non-structural alterations to the Premises which it may deem necessary or desirable. All construction plans and specifications for Major Alterations must be approved in advance by Landlord and all such Major Alterations shall be constructed in conformity with such approved plans and specifications. Any improvements or alterations performed by Tenant shall be done at Tenant's expense and risk, in a good and workmanlike manner, and in compliance with all legal and insurance requirements. All contractors of Tenant must be licensed and insured, and any

contractor performing Major Alterations, in whole or in part, must be approved in advance by Landlord, which approval shall not be unreasonably withheld or delayed.

10.2 ADA Alterations. Notwithstanding the foregoing, Tenant may without Landlord's prior approval make any Major Alterations to the Premises which are necessary for compliance with the ADA, provided that Tenant shall notify Landlord of any such Major Alterations and that all construction plans and specifications for such Major Alterations shall be subject to Landlord's prior written consent, which consent shall not be unreasonably delayed or withheld by Landlord.

10.3 Liens. Tenant shall keep the Premises free from any Liens arising out of any work performed, materials furnished, or obligations incurred by Tenant.

11. ASSIGNMENT AND SUBLETTING

11.01 Assignment and Subletting. Tenant may not assign this Lease or sublet any part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably delayed or withheld.

12. MAINTENANCE, REPAIR AND REPLACEMENT

12.01 Tenant shall pay all of the charges of any nature whatsoever, including, but not limited to, maintenance, replacements and repair of the Premises throughout the Term hereunder; and, in addition, to repair and replace the roof outer walls and doors and exterior of the Premises and shall replace all mechanical equipment such as heating, air conditioning, plumbing and electrical and all structural repairs, if necessary, in the Premises; and Landlord, except as otherwise provided in this Lease, shall receive the rents due hereunder on an absolute net, net, net basis throughout the Term, or any extension or renewal thereof. The intent of the parties is that Landlord shall not be required to make payments of any kind of nature for the maintenance and repair of the Premises, except as otherwise provided in this Lease. It is mutually understood and agreed that the said sums shall be paid as set forth in this Lease, including any increases in the same or additions thereto. All fees, costs or expenses incurred by Landlord in enforcing Tenant's obligations under this Lease, including reasonable attorney fees shall be Additional Rent owing under the Lease and shall be immediately due and payable by Tenant.

12.02 Tenant shall maintain its own protection against claims of third Persons and their property arising through or out of the use and occupancy of the Premises by Tenant, and shall indemnify and hold Landlord harmless therefrom, except as the negligent acts or omissions of Landlord, its agents or representatives.

12.03 Landlord hereby waives any obligation on the part of Tenant to make repairs to the Premises necessitated or occasioned by fire or other casualty, whether or not such is an insured risk under such insurance policies maintained by Landlord as well as any right of recovery against Tenant for any loss occasioned by fire or other casualty that is an insured risk under any such policies.

13. CASUALTY

13.01 Reconstruction of Damaged Premises. In the event the Premises shall be partially or totally destroyed by fire or other casualty so as to become partially or totally untenable, the damage to the Premises shall be promptly repaired by Landlord, unless Tenant shall elect to terminate this Lease as hereafter provided, and a just and proportionate part of the Base Rent and all Additional Rent shall be abated on the date of such damage until repaired. In the event Tenant is precluded from operating the Premises as a result of such damage or destruction to the Premises, Tenant shall be entitled to a total abatement of Base Rent and all Additional Rent due hereunder from the date of such damage. The obligation of Landlord hereunder shall be limited to reconstructing the Premises in accordance with the Plans. If the Premises or improvements thereon shall be so destroyed or so injured by any cause so as to make the Premises unfit in whole or in part for occupancy by the Tenant, and the Construction Consultant determines that such destruction or injury will take no more than six (6) months to repair, then neither party shall have the right to terminate this Lease, and Landlord shall repair the damage and restore the Premises in accordance with the Plans. If Landlord fails to timely repair the damage and restore the Premises, Tenant shall have the right to terminate this Lease upon thirty (30) days' notice to Landlord of Landlord's failure to timely repair the damage. If the Construction Consultant determines that such destruction or injury cannot reasonably be repaired within six (6) months following the destruction or casualty, or if such casualty occurs during the last two years of the Term, Tenant may elect to terminate this Lease, in which event Tenant shall have no further obligation hereunder (and Tenant's security deposit with interest, together with pre-paid Base Rent and pre-paid Additional Rent, shall be promptly returned), or Tenant may elect to extend the then current Term by a period of time equivalent to the time from the happening of such destruction or casualty until the Premises are restored to their former condition and exclusive possession of the Premises is delivered to Tenant. If Tenant fails to terminate this Lease, then Landlord shall cause the Premises and the Improvements to be rebuilt at its sole cost pursuant to the Plans.

13.02 Waiver of Subrogation. Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee or representative to such party, of and from any liability whatsoever arising hereafter from loss, damage or injury caused by fire or other casualty for which insurance permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

14. CONDEMNATION

14.01 Total Condemnation. If the whole of the Premises shall be taken by any public or quasi-public authority under the power of eminent domain, or sold under imminent threat thereof to any public or quasi-public authority having such power, this Lease shall terminate on the date possession is delivered to the condemning authority, provided that the Base Rent and Additional Rent shall be paid up to that date with a proportionate refund by Landlord of such Base Rent and Additional Rent as may have been paid in advance by Tenant for a period subsequent to the date of taking. In such event, Tenant's security deposit, with earned interest, shall be returned promptly.

14.02 Partial Condemnation.

(a) If only a part of the Premises shall be so taken or condemned, Tenant shall have the right to engage the services of a consultant with or recommended by Oakland University, Tenant's charter school grantor, to determine whether the portion of the Premises so taken precludes or unduly inhibits Tenant from continuing to conduct its business affairs at the Premises. If said consultant determines that the taking does so, then said consultant's determination shall be binding upon the parties and Tenant shall have the right to terminate this Lease by notice to Landlord, whereupon the security deposit, with interest, shall promptly be returned to Tenant together with all pre-paid Base Rent and Additional Rent. If the consultant determines that Tenant is not precluded or unduly inhibited in continuing its operations, the Term shall cease only as to the part of the Premises so taken as the date of possession shall be taken by such public authority, and Tenant shall pay Base Rent and Additional Rent up to that date, with remittance of the security deposit with interest and appropriate refund by Landlord of any such payments as may have been paid in advance for a period subsequent to the date of the taking, and thereafter all of the terms set forth herein shall continue in effect, except that the Base Rent and the Additional Rent shall be reduced in proportion to the amount of the Premises taken and Landlord shall, at its sole cost and expense, promptly repair and restore the Premises to a complete architectural unit substantially similar in quality and physical appearance to the Premises as they existed prior to such condemnation. Tenant shall use reasonable efforts to cause the consultant to issue its findings in writing within ten (10) days of Tenant's receipt of any actual or threatened partial condemnation.

(b) In the event that more than twenty-five percent (25%) of the parking area is taken by the power of eminent domain, Tenant shall have the rights set forth in Section 14.02(a) provided that Tenant shall not have such rights in the event Landlord is able to provide reasonable satisfactory replacement parking having comparable quality and features (i.e., number of spaces, proximity to Premises, lighting and security, etc.) as the parking spaces taken.

14.03 Proceeds. All condemnation proceeds, except such as relate to Tenant's personal property and moving or relocation expense, shall belong to Landlord.

15. ACCESS

15.01 Upon reasonable notice to Tenant, Landlord may enter the Premises from time to time during regular business hours for the purpose of inspecting and repairing the Premises and ascertaining compliance by Tenant with the provisions of this Lease, provided however that, except in the event of an emergency, Landlord shall enter the Premises for such purposes only (a) upon reasonable written notice to Tenant, (b) at such times as may be approved by Tenant, and (c) in such a manner as to minimize the disruption to Tenant's employees and business activities on the Premises.

16. SIGNAGE

16.01 Building Signage. Subject to Applicable Laws, Tenant shall have the right at its sole expense to install signs throughout the Premises with Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

16.02 Removal of Signage by Tenant. Upon the expiration or earlier termination of this Lease, all signage installed by Tenant upon the Premises shall be removed, and any remove damage resulting, from the installation or removal thereof or both, shall be promptly repaired by Tenant. In the event Tenant fails to remove said signage and/or repair said damage, if any, Landlord may undertake such removal and repair and the cost thereof shall be charged to Tenant.

17. EVENT OF DEFAULT

17.01 Any of the following occurrences shall constitute an Event of Default:

(a) Tenant fails to pay any installment of Base Rent or Additional Rent when due when payable, and Tenant fails to pay same for a period of thirty (30) days after receipt of notice from Landlord that payment is due; or

(b) Other than the events set forth in Section 17.01(e), either party violates or fails to comply with any of the covenants, agreements representations or stipulations of this Lease, or is in default in the performance of any other provision of this Lease for a period of thirty (30) days after notice from the other party of such violation, noncompliance, or default, provided that in the event of a default which cannot with due diligence be cured within a period of thirty (30) days, the party shall have such additional time to cure same as may reasonably be necessary to effect such cure, so long as the party commences curing such default within the thirty (30) day period and proceeds promptly, effectively, continuously and with due diligence to cure such default after receipt of said notice.

(c) Landlord files a voluntary petition in bankruptcy or is adjudicated as bankrupt or insolvent, and fails to have such petition dismissed within thirty (30) days following receipt of Tenant's notice to do so.

(d) Landlord makes any general assignment for the benefit of creditors and fails to have such assignment set aside within thirty (30) days of receipt of Tenant's notice to do so, or admits in writing its inability to pay its debts generally as they become due.

(e) Landlord fails to comply with its obligations pursuant to Sections 3.01, 3.03, 4.01 and 4.04.

17.02 Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, Landlord may exercise one or more of the following remedies:

(a) Landlord may seek to enforce the provisions of this Lease by a suit in equity or at law for the specific performance of any covenant or agreement contained herein

(b) Landlord may (but shall not have the obligation) to take action to cure Tenant's default, including but not limited to making any repairs or replacements to the Premises which are the responsibility of Tenant under this Lease. In such event, Tenant shall reimburse Landlord, on demand, for all of Landlord's costs and expenses in curing such default. Notwithstanding the cure periods set forth in Section 17.01, Landlord may cure (and be entitled to reimbursement hereunder for) any default, without notice to Tenant, where the failure to promptly cure such default would in the reasonable opinion of Landlord constitute an emergency condition.

(c) Landlord may give Tenant written notice of Landlord's intent to terminate, describing with particularity the default which has occurred and stating an intended termination date not less than one hundred twenty (120) days after the notice, provided, however, that such termination notice shall not be effective, if, before the intended termination date specified in such notice, Tenant cures the default described in the notice with appropriate documentation and inspection of the Premises, as the case may be, provided further, that if the nature of the default is one that cannot be reasonably cured within said one hundred twenty (120) day period, Tenant shall not be deemed in default so long as during said one hundred twenty (120) day period Tenant has commenced to cure the default and is diligently taking efforts to cure the default.

17.03 Tenant's Remedies. Upon the occurrence of an Event of Default by Landlord, Tenant may:

(a) Cure the default on Landlord's behalf, including but not limited to diligently and/or completing Landlord's Work, making any repairs or replacement or performing any other work to be done by Landlord, and if Landlord shall not, on Tenant's demand, reimburse Tenant for all of Tenant's costs and expenses, Tenant may to the extent necessary withhold any and all Rent thereafter due Landlord and apply same to Tenant's cost of cure;

(b) Enforce the provisions of this Lease by a suit in equity for specific performance or at law; or

(c) Other than the events set forth under Section 17.03(d), Tenant may give Landlord written notice of Tenant's intent to terminate, describing with particularity the default

which has occurred and stating an intended termination date not less than sixty (60) days after the notice, provided, however, that such termination notice shall not be effective, if before the intended termination date specified in such notice, Landlord cures the default described in the notice with appropriate documentation and inspection of the Premises, as the case may be, provided further, that if the nature of the default is one that cannot be reasonably cured within said one hundred twenty (120) day period, Landlord shall not be deemed in default so long as during said one hundred twenty (120) day period Landlord has commenced to cure the default and is diligently taking efforts to cure the default.

(d) Exercise its remedies as set forth in this Lease, including, without limitation, under Section 4.03(c), (d), (e) and (f) as applicable.

17.04 Remedies Cumulative.

(a) All rights and remedies under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided under applicable law.

(b) In the event of termination by Landlord pursuant to Section 17.02 above, Tenant shall remain obligated to pay to Landlord all unpaid sums due to Landlord for Tenant's actual occupancy of the Premises before such termination.

18. QUIET ENJOYMENT

18.01 Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all of the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other Person or Persons lawfully or equitably claiming by, through or under Landlord. Landlord acknowledges Tenant's obligation to observe and perform the terms and conditions imposed upon it are subject to Landlord's performance of its obligations hereunder.

19. FAIR EMPLOYMENT PRACTICES

19.01 Non-Discrimination. Each party covenants to the other that it shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Lease, with respect to his or her hire, promotion job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, creed, national origin, age, marital status, handicap, public benefit status, sex or sexual orientation.

20. ESTOPPEL CERTIFICATES

20.01 Within twenty (20) days after written request by either party to the other, such party shall execute and deliver, to any proposed mortgagee, purchaser, assignee or other interested party, a written statement certifying:

(a) That this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications;

(b) The dates to which the Rent and any other charges under this Lease have been paid by Tenant;

(c) Whether or not, to the best knowledge of either party, the other party is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying the nature of such default;

(d) The address to which notices to the parties are to be sent;

(e) The Commencement Date and the Expiration Date; and

(f) Such other matters as may be reasonably requested by either party, its proposed mortgagee, purchaser, assignee, or other interested party, which does not modify or conflict with the parties' rights under this Lease.

21. MORTGAGE SUBORDINATION

21.01 Upon written request by Landlord, Tenant shall execute and deliver an agreement satisfactory to Tenant subordinating this Lease to any first mortgage upon the Premises; provided, however, such subordination shall be upon the express condition that the validity of this Lease shall be recognized by Lender's mortgagee such that, notwithstanding any default by Landlord with respect to said mortgage or any foreclosure thereof, Tenant's peaceful possession and right of use under this Lease in and to the Premises shall not be disturbed or diminished by such mortgagee, unless and until Tenant shall breach any of the provisions thereof and this Lease or Tenant's right to possession under this Lease shall have been terminated in accordance with the provisions of this Lease.

22. REPRESENTATION AND WARRANTIES

22.01 Landlord's Representation and Warranties.

(a) Landlord hereby represents and warrants to Tenant that as of the date hereof and as of the date of Substantial Completion:

(i) Hazardous Materials. There exists no Hazardous Materials in, on or under the Premises, except as disclosed to Tenant in the reports referenced in the attached Exhibit F. Landlord has never generated, transported, used, stored, treated and disposed of or managed any Hazardous Materials on the Premises, except in accordance with applicable Environmental Laws. Landlord has no knowledge or any release or threat of release of a Hazardous Material at the Premise, except as disclosed in the reports referenced in Exhibit F. No underground storage tanks are located on the Premises, and Landlord has never

placed underground tanks on the Premises. No lien has been imposed by any Governmental Authority on the Premises in connection with the presence of any Hazardous Materials.

(ii) There exists no violation of any applicable Environmental Laws relating to the Premises.

(iii) Landlord is duly organized, validly existing and in good standing as a limited liability company under the terms and laws of the State of Michigan, has the power of authority to execute, delivery and carry out the terms and provisions of this Lease and has taken all necessary action to authorize the execution, delivery and performance of this Lease. All consents, permission and other authorizations of the Landlord required for the execution and delivery of this Lease and the consummation of the transactions herein contemplated have been given and obtained. The Lease has been duly and validly executed and delivered by Landlord and the individual executing the Lease on behalf of Landlord has the authority to bind Landlord to the terms and conditions of this Lease. This Lease when fully executed and delivered by all intended signatories thereto will constitute the legal, valid and binding obligations of Landlord, enforceable against Landlord in accordance with their respective terms, subject to general equitable principals and applicable provisions of law related to bankruptcy, insolvency and creditor's rights generally. Neither the execution or delivery of this Lease by Landlord nor the performance by Landlord of its obligations herein conflict with or will result in the breach of any of the terms, conditions or provisions of, or constitute a violation under, Landlord's organizational documents or any contract to which Landlord is a party or by which its provisions Landlord may be bound.

(iv) Landlord will have, good and marketable fee simple title to the Premises, free and clear of all Liens, charges and encumbrances of every kind and nature, subject only to the Permitted Exceptions as are identified on the attached Exhibit C.

(v) There are no leases, licenses, subleases or occupancy agreements affecting or encumbering the Premises, there are no mortgages, deeds of trust or security agreements encumbering the Premises, except as disclosed in the attached Exhibit C, and Landlord has received no notice of any pending eminent domain or condemnation proceeding affecting any portion of the Premises, and Landlord has not received notice that any part of the Premises is in violation of any Applicable Laws.

(vi) The Premises will comply with all Applicable Laws.

(vii) All electric, gas, telephone, storm and sanitary sewer and water utility lines as are required by Applicable Law and/or necessary and appropriate

in connection with Tenant's use of the Premises are available, or will be available and installed to the property lines by Landlord as part of Landlord's Work.

23. BROKER

23.01 The parties hereby acknowledge, represent and warrant that no real estate broker or brokers have been involved in the negotiation and execution of this Lease; and that no broker or Person is entitled to any leasing commission or other compensation as a result of the negotiation or execution of this Lease. Each party shall indemnify the other party and hold it harmless from any and all liability for the breach of any such representation and warranty on its part and shall pay any compensation to any other broker or Person who may be deemed or held to be entitled thereto.

24. NOTICES

24.01 Notice Address. Except as otherwise specified herein, notices required under this Lease shall be given in writing and shall be effective upon receipt thereof if mailed by certified mail, returned receipt requested, or by a national overnight delivery carrier, addressed as follows:

If to Landlord:	1903 Wilkins, L.L.C. 2202 Penobscot Building Detroit, MI 48226
With a copy to:	Anthony J. Bellanca Bellanca, Beattie and De Lisle, P.C. 20480 Vernier Road Harper Woods, MI 48225-1411
If to Tenant:	Detroit Edison Public School Academy Attn: Helen E. Monroe, President 950 Selden Detroit, MI 48201
With a copy to:	W. Anthony Jenkins c/o Dickinson Wright PLLC 500 Woodward Avenue, Suite 4000 Detroit, Michigan 48226-3425

24.02 Notice Address Change. Either party may change its address for the giving of notices by notice signed by an authorized representative of such party and given in accordance with the provisions of this section.

25. MISCELLANEOUS

25.01 Amendment and Waiver. This Lease, including all exhibits attached hereto, constitutes the entire agreement between the parties. In the event of conflict between the terms of this Lease and those of any attachment or exhibit, the terms of this Lease shall control. This Lease shall not be amended or modified except in writing signed by both parties. No covenant or Term of this Lease shall be waived except with the express written consent of the waiving party, whose forbearance or indulgence in any regard shall not constitute a waiver of such covenant or Term. Failure by either party to exercise any right in one or more instances shall not be construed as a waiver of the right to strict performance or as an amendment to this Lease.

25.02 Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

25.03 Relationship of Landlord and Tenant. The relationship between the parties hereto is solely that of Landlord and Tenant and nothing herein contained shall constitute or be construed as establishing any other relationship between them, including without limitation, the relationship of principal and agent, employer and employee, or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other or to use the name of the other in connection with the construction, maintenance, or operation of the Premises.

25.04 Severability. The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any Person or circumstance shall to any extent be held invalid or unenforceable, the remaining provisions shall not be affected thereby, but shall remain valid and enforceable to the fullest extent permitted by law.

25.05 Waiver of Distraint. Landlord hereby waives any and all rights granted by or under any present or future laws, to levy or distrain for Rent, whether in arrears, in advance or both, upon all Personal property of Tenant or that of any subtenant, assignee or licensee of Tenant in the Premises, whether delivered or to be delivered thereto.

25.06 Recordation of Lease. If requested by Tenant, Landlord shall execute, for purposes of recordation, a memorandum or so-called "short form" of this Lease containing the names of the parties, a description of the Premises, the Lease Terms, Tenant's right of first refusal, Tenant's option to renew this Lease, and, with the exception of the rental provision, such other provision as either party may reasonably require.

26. FORCE MAJEURE

26.01 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, failure of power, restrictive governmental laws, regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of delay and the

period for the performance of any act shall be extended for a period equivalent to the period of such delay.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease in multiple copies as of the day and year first above written.

LANDLORD:

1903 WILKINS, L.L.C.,
a Michigan limited liability company

By: 

~~Cullan F. Mcathee, Manager~~
Frank Torre, Co-Manager

TENANT:

DETROIT EDISON PUBLIC SCHOOL
ACADEMY

By: 

Helen E. Monroe, President

SCHEDULE 1

WORK REQUIREMENTS

All terms not otherwise defined in this Schedule 1 shall have the meanings ascribed to them in the Lease to which this Schedule 1 is attached.

1. Work in Accordance with Contract Documents.

(a) Landlord hereby agrees to undertake, perform, and complete the Landlord's Work in accordance with all of the provisions and requirements of the Lease, this Schedule 1, the Plans and all contracts and subcontracts relating to Landlord's Work (collectively, the "Contract Documents"). Landlord hereby warrants and agrees that the Landlord's Work shall satisfy the requirements of the Contract Documents and shall: (i) be free from fault and defects, latent or otherwise; (ii) be of the best quality and incorporate only new materials and equipment; (iii) be free from encumbrances caused or created by Landlord or any contractor or subcontractor; (iv) comply with, and be constructed by means and methods complying with, all Applicable Laws and insurance requirements; and (v) operate properly and in accordance with the Plans.

(b) Landlord shall bear the entire expense of the Landlord's Work.

(c) Landlord shall perform the Landlord's Work in a good and workmanlike manner in accordance with the current standards of practice. Landlord shall have the exclusive responsibility for all construction applications, means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt, and orderly prosecution and completion of the Landlord's Work.

(d) Landlord shall have full responsibility for every portion of the Landlord's Work furnished by any contractor or subcontractor and for every act and omission (whether willful, negligent, or otherwise) of every contractor or subcontractor and such contractors or subcontractor's employees. All of the Landlord's Work, acts or omissions of every contractor or subcontractor and such contractor's or subcontractor's employees shall be deemed those of Landlord for all purposes of the Lease and this Schedule 1, except work performed by Tenant, if any.

(e) Landlord shall timely and fully pay all amounts due any and all contractors and subcontractors.

(f) After the Substantial Completion Date, Landlord shall complete, repair, replace, rebuild and/or correct promptly all of the Landlord's Work which is incorrect, defective, incomplete, omitted, or not otherwise in compliance with the Contract Documents, of which Tenant gives written notice to Landlord at any time during any applicable warranty period.

(g) Landlord shall maintain (or cause to be maintained) for at least two (2) years after the Substantial Completion Date, all material studies, books, records and other documents items produced in connection with the Landlord's Work, including, but not limited to:

(i) Cost records of all payments to the contractors and all other consultants used by Landlord (or any Affiliate of Landlord) in connection with the project, including records of extra work performed on a time and materials, unit cost or other basis, books of account, bills, vouchers, invoices, payrolls, payroll reports, cost analyses made during the course of the Landlord's Work, cancelled checks, and sales and excise tax filings and returns.

(ii) Copies of all material, construction contracts, subcontracts, change orders, purchase orders, bonds, shop drawings, environmental test reports.

(iii) Project schedules and all updates related thereto.

(iv) One complete set of the final Plans.

Landlord shall provide Tenant with access to all of the above-referenced items at all reasonable times and upon reasonable notice and shall permit Tenant to make copies of any such documents.

(h) No inspection of the Landlord's Work made by Tenant, its Construction Consultant, their representatives, agents or consultants shall terminate or alter Landlord's obligations to (i) complete the Landlord's Work in accordance with the terms and conditions of the Contract Documents and (ii) correct any and all defects arising in connection with the Landlord's Work in accordance with Landlord's obligations hereunder.

(i) Neither Landlord nor any of its Affiliates shall take, or fail to take any actions, or otherwise permit any actions to be taken, in connection with the Landlord's Work or the warranties and guarantees relating to the Landlord's Work which would in any way void or limit the coverages provided under such warranties and guarantees. Neither Landlord nor any of its Affiliates shall assign, terminate or amend any of such warranties and guarantees, or waive or release of their rights under such warranties and guarantees, without the prior written consent of Tenant.

(j) If the Plans or any Applicable Laws require that any portion of the Landlord's Work be inspected or tested, Landlord shall give Tenant's Construction Consultant timely notice of readiness of such portion of the Landlord's Work for inspection or testing and the date fixed for such inspection or testing, and the Construction Consultant may attend such inspection or testing for the purpose of advising Tenant, provided said consultant shall in no manner interfere with said testing or inspection.

EXHIBIT A

[LEGAL DESCRIPTION]

EXHIBIT B

DETROIT EDISON PUBLIC SCHOOL ACADEMY
PROPOSED WORKING LIST FOR NEW FACILITY

PRIMARY ACADEMY

Kindergarten rooms 5
First grade rooms 4
Second grade rooms 4
Language rooms 4
Music rooms 3
Primary gym/Multipurpose room
Academy Director's office
Academy Director's Secretary's office
All primary homerooms equipped with science facilities
Bathrooms in all K-2 rooms
Coat/locker area inside the classroom
Play area for Primary Academy with equipment

ELEMENTARY ACADEMY

Third grade rooms 5
Fourth grade rooms 4
Fifth grade rooms 4
Special Edison rooms 2
Art rooms 3
Language rooms (utilize the four (4) rooms in Primary Academy)
Academy Director's office
Academy Director's secretary's office
All homerooms equipped with science center facilities
Lockers
Bathrooms

JUNIOR ACADEMY

Reading rooms	4
Humanities rooms	2
Math rooms	2
Science rooms/labs	2
Language rooms/labs	2
Drama room/mirrors	1
Art room	1
Band room	1
Phy. Ed./Health rooms	2
Special Edison room	1
Gym (located on the first level)	
Locker room/showers	
Academy Director's office	
Academy Director's secretary's office	
Lockers	
Bathrooms	
Playground to include basketball and tennis court	
Swimming pool	

OTHER ROOMS

Multipurpose auditorium/lunchroom/prep kitchen
Main office/reception desk/phone operator
Principal's office
Office manager/secretary
Business manager's office
Human Resource office
Dean of Students office
Counselor's office
Nurse's station
School bank
Security office
Workroom for staff
Staff-lounge
PAC room (parent meeting room)
Head custodian/engineer's office (facility manager)

Custodial equipment storage room
Media center/storage room and workroom
Reading Coordinator office/storage area
Technology Director's office
Technology assistant's office
Technology storage room
Computer labs (One per Academy with office space)
Registrar's office
Community resource room with secretary's office
Board of Directors room
Oversight Team room
Office supply room

EXHIBIT C

[PERMITTED EXCEPTIONS]

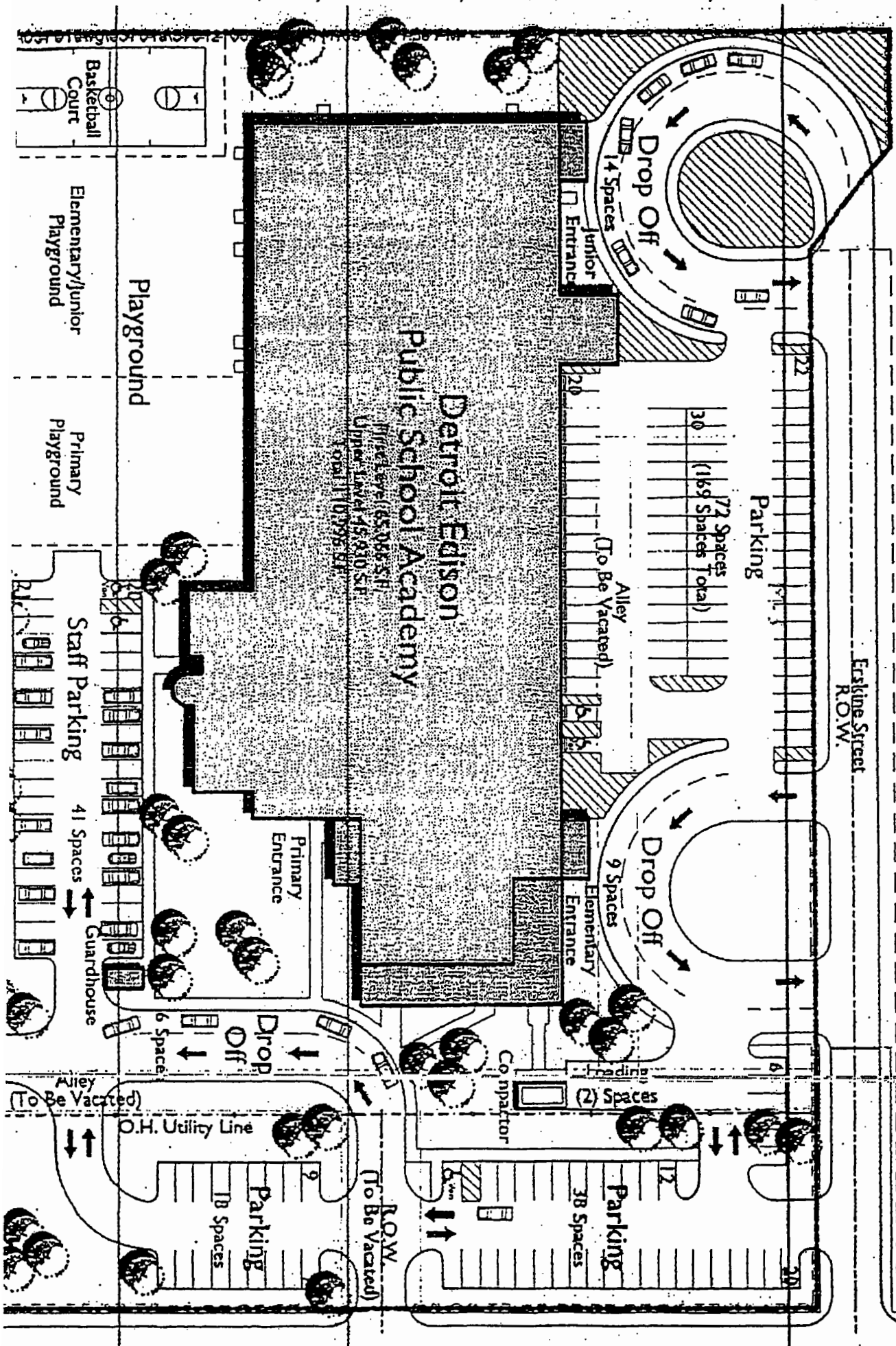


EXHIBIT D

Detroit Edison Public School Academy

Construction Timeline

ID	Detroit Edison Public School Academy	Duration	Start	Apr	May	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	Tenant Review and Sign off	14 days	Mon 5/5/03															
2	Architectural Construction Documents	60 days	Mon 5/12/03															
3	State Review	45 days	Mon 6/30/03															
4	Demolition	60 days	Mon 5/12/03															
5	Site Work	90 days	Mon 7/7/03															
6	Structure	125 days	Fri 6/6/03															
7	Exterior Renovation	100 days	Fri 6/20/03															
8	Carpentry	100 days	Fri 8/5/03															
9	Plumbing	32 days	Fri 8/29/03															
10	Mechanical	45 days	Wed 10/15/03															
11	Electrical	55 days	Mon 1/13/04															
12	Final State Finish	30 days	Mon 6/17/04															
13	Finishes (all Trades)	110 days	Thu 1/8/04															
14	Inspections/Punch lists	30 days	Thu 5/20/04															
15																		
16																		
17	Total Construction Project	303 days	Mon 5/5/03															

Task

Spill

Progress

Milestone

Summary

Rolled Up Task

Rolled Up Spill

Rolled Up Milestone

Rolled Up Progress

External Tests

Project Summary

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

SECTION A

GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

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 all public schools are subject to the leadership and general supervision of the State Board of Education; and the 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 the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the Oakland University Board of Trustees ("University") has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy through its Board ("Contract").

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Oakland University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. **Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.**

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. **The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of this Contract.**

Pursuant to applicable law and the Terms and Conditions of this Contract, **including Article III, Section 3.6**, the Academy Board may employ or contract for personnel according to the position information outlined in **Schedule 5**. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Public Schools Academy Office.

SECTION B

EDUCATIONAL GOAL AND RELATED MEASURES

EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide The Office of Public School Academies (“PSA Office”) with a written report, along with supporting data, assessing the Academy’s progress toward achieving this goal. In addition, the University expects the Academy will meet the State of Michigan’s accreditation standards and achieve Adequate Yearly Progress (“AYP”) pursuant to state and federal law.

Educational Goal to Be Achieved

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

Measures for Determining Goal Achievement

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, The PSA Office will annually assess the Academy’s performance using the following measures.

Measure 1: Student Achievement

The academic achievement of all students in grades 2-11, who have been enrolled for three* or more years at the Academy, will be assessed using the following metrics and achievement targets:

Grade(s)	Metric	Achievement Targets
Grades 2-7	The average college readiness level based on scaled scores from the Performance Series® by Scantron® reading and math tests administered in the spring.	Students enrolled for three* or more years will on average achieve scaled scores equal to or greater than the grade-level achievement targets for reading and math identified in this schedule.
Grades 8-11	The average college readiness level based on subject scores from the Explore®, Plan® and ACT® tests by ACT, Inc. administered in the spring.	Students enrolled for three* or more years will on average achieve Explore, Plan and ACT subject scores equal to or greater than the achievement targets for reading, math, science, and English identified in this schedule.

*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

Achievement Targets

Scantron Performance Series (PS) Targets

Grade	PS Reading Spring Target	PS Math Spring Target
2	2265	2191
3	2504	2380
4	2691	2497
5	2843	2615
6	2921	2733
7	2948	2800
8	3012	2890

EXPLORE, PLAN, and ACT Targets

Grade/Test	Reading	Math	Science	English
8 - EXPLORE	15	17	20	13
9 - EXPLORE	16	18	20	14
10 - PLAN	17	19	21	15
11 - ACT	21	22	24	18

Measure 2: Student Growth

The academic growth of all students in grades 3 through 11 at the Academy will be assessed using the following metrics and growth targets:

Grade(s)	Metric	Growth Targets
Grades 3-8	Growth made by students from fall-to-spring in reading and math as measured by scaled scores on the Performance Series by Scantron.	Students' fall-to-spring academic growth on average will demonstrate measurable progress toward the grade-level achievement targets for reading and math identified in the schedule.
Grades 8-11	Growth made by students in reading, math, science, and English as measured by subject scores on the Explore, Plan and ACT tests.	Students' academic growth between tests on average will demonstrate measurable progress toward the achievement targets for the grade-level subject scores in reading, math, science, and English identified in the schedule.

SECTION C

EDUCATIONAL PROGRAMS

Educational Program

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall implement, deliver, and support the educational programs identified in this schedule.

Mission Statement

Detroit Edison Public School Academy exists to prepare students entrusted to our care for a future as global citizens and successful lifelong learners that are caring and compassionate. Academic development is achieved in a dignified and supported environment by utilizing a proven research based curriculum that incorporates diversity, family, staff, and community partnerships, in pursuit of educational excellence.

Educational Program Overview

The Detroit Edison Public School Academy provides a challenging curriculum to all Metropolitan Detroit area students regardless of economic or social circumstances. The Detroit Edison Public School Academy offers each student a strong foundation in Reading/English/Language Arts, Mathematics, Social Sciences, Science, Art, Physical Education and Music. Additionally, technology is an integral part of our school's curriculum. All students receive instruction in the use of computers, which are available in classrooms and the computer labs.

The Detroit Edison Public School Academy is currently organized into three academies: (Primary K-2), (Elementary 3-5) and (Junior 6-8). New students apply yearly and are selected through a lottery system. Once enrolled, students remain with the same team of skilled teachers throughout their years in each academy. Students at Detroit Edison Public School Academy experience a longer school day and school year than students in most other public schools. Instruction is regularly assessed formally and informally and is tailored to meet the needs of individual students. Through differential instruction, teachers make decisions regarding student achievement. Teachers at the Detroit Edison Public School Academy use whole group, direct instruction, cooperative learning and one-on-one tutoring as a means of instruction. Students are assessed quarterly, utilizing SRI and regrouped to meet their needs. To ensure monitoring of instruction and achievement students take online assessments aligned with state expectations. The curriculum at the Academy addresses the state's core curriculum, and staff regularly assesses instructional practices and materials to ensure full implementation of the requirements.

SECTION D
CURRICULUM

CURRICULUM

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.4, the Academy shall implement, deliver, and support the curriculum identified in this schedule.

The Academy has adopted the written curriculum for the subjects and courses identified in this schedule. The curriculum has been reviewed and approved by Office of Public School Academies.

Detroit Edison Public School Academy



"Hallmark of Excellence"

1903 Wilkins, Detroit, Michigan 48207

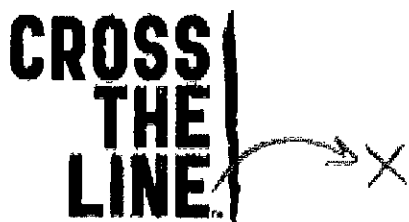
Telephone (313) 833-1100 Fax (313) 833-8653

www.detroitedisonpsa.org

Ralph C. Bland, Superintendent



Curriculum Description



cross: (verb) 1. to move from one side to another 2. to pass over mediocrity

2011-2012

Curriculum Guide

When children, teachers, and parents know what is expected of them, they are better able to meet those expectations. With this in mind, a total curriculum based on Michigan's Core Curriculum, has been developed for Detroit Edison Public School Academy. The State Board of Education has developed the Core Curriculum Expectation, which contains objectives in language arts, mathematics, social studies, science, technology, visual arts, music, health, forensic, and physical education, and Foreign Language. The overviews of objectives listed in this handbook were developed in correlation with MDE expectations.

Curiosity Corner:

Pre-School and Pre-Kindergarten

Curriculum

Curiosity Corner's integrated approach is built on a daily sequence of components. In Greetings & Readings, each child is individually greeted and made to feel welcome for a relaxed beginning to the day. Children look at books and explore table-top activities before gathering for the Daily Message.



Each day during Clues & Questions, Curiosity Cat, the class mascot, introduces the concepts for the day with an active problem-solving activity. For example, Curiosity might bring out an object related to the theme and give the children clues so they can guess what the object is. The teacher stimulates the children's curiosity and motivates them to learn more about the topic.

During Rhyme Time, the children learn active rhymes and songs related to the theme to promote their phonemic awareness. During Learning Labs children explore the theme through concrete, hands-on experiences in a variety of learning centers.

Through the interactive story component, Story Tree, children have opportunities to expand their world and explore the theme through books and stories. During Story Tree, they develop their vocabulary, learn to make predictions, and prepare for reading by learning that print communicates ideas. Children are challenged to higher levels of thinking in interaction with educators who model thinking and questioning within and beyond the story.

Outside/Gross Motor Play promotes physical, cognitive, and social development through theme-related movement activities.

During Snack Time, children's health, hygiene, and interpersonal skills are enhanced with discussion, exploration, and guidance.

At the end of each day, Question/Reflection has children review the experiences they had throughout the day and reflect on what they have learned from them. Through Home Link activities, children relate what they have learned in school with their life at home.

Families are encouraged to be actively engaged in their children's learning through the **Home Link** components – home visits, the Home Link Page, a lending library, videos, and participation in classroom activities. These aspects of the program help keep families informed of their children's school experiences so that family members can encourage their children's learning

KinderCorner:

KinderCorner Mascots
KinderRoo & Joey



KinderCorner fosters the development of children's language, literacy, math, interpersonal and self-help skills, science, and social studies concepts. The focus on strong oral language skills, a love of reading, phonemic awareness, phonics, and listening comprehension creates a solid foundation for reading.

Curriculum

Greetings, Readings, & Writings

Welcomes children into the classroom to begin the day with reading, writing, and other meaningful activities.

Let's Get Together

Settles children into a sharing time to promote oral language development and a sense of community. They learn vocabulary and thematic concepts for the day.

Rhyme Time

Promotes phonemic awareness and increases vocabulary related to the theme through rhymes, songs, and games.

Story Tree

Engages children in wonderful, age-appropriate literature as they make predictions, recall events, and learn new, theme-related vocabulary.



Learning Labs

Engages children in problem solving, exploring materials, experimenting, observing, and recording.

Snack/Outside/Gross Motor Play

Enhances children's interpersonal, self-help, and gross motor skills through peer and adult-child interaction.

Stepping Stones

Exposes children to phonics through letter-sound connections, blending, and segmenting. The KinderRoots Shared Stories provide a meaningful context to practice beginning reading skills.

Let's Daydream

Provides poetry or beautiful prose filled with imagery that children listen to as they rest.

Write Away

Has children writing about whatever they wish or responding to theme-related suggestions by the teacher.

Let's Think About It

Reinforces skills and concepts that children have learned during the day.

Home Link

Promotes family involvement in children's education through an activity that links what children learn at school with their life outside school.

In January, kindergarten students will be tested for Reading Roots Third Edition placement that will include Fast-Track phonics, story-telling and retelling, adventures in writing, and language links. This is our first grade reading program that many of our kindergarten students are introduced to early through their assessment.

Reading Roots Third Edition



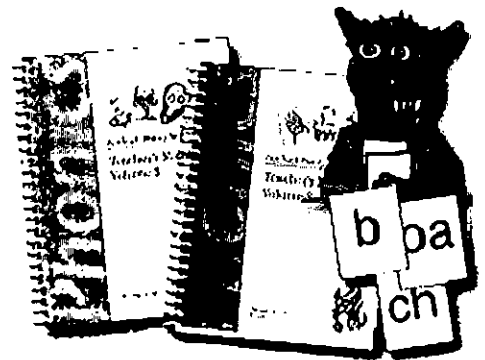
Reading Roots is a 90-minute comprehensive program on a three day cycle that targets the needs of beginning readers. Reading Roots is a research-based beginning reading program that has proven its effectiveness in randomized experimental research. It provides a strong base for successful reading by providing systematic phonics instruction supported by decodable stories, as well as instruction in fluency and comprehension. Reading Roots also fosters students' love of reading by providing rich literature experiences, extensive oral language development, and thematically-focused writing instruction. These objectives are embedded in a fast-paced, engaging, and highly effective instructional process. Students are assessed and regrouped according to their reading level every quarter to ensure they are receiving the most focused instruction.

Curriculum

Reading Roots lessons feature the following parts:

FastTrack Phonics

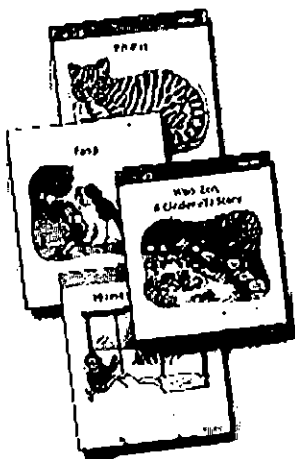
Colorful mnemonic pictures are integrated with alliterative phrases, sounds, and letter cues to provide phonemic awareness and phonics instruction in six skills: letter-sound correspondence, auditory sound blending, word-level blending, writing sounds, auditory segmentation of sounds, and sound spelling. Entertaining puppets, chants, and games add fun to the fast-paced systematic instruction that is designed to review and introduce sounds and their written representations. Teachers decide to review or accelerate lessons based on informal monitoring and diagnostic assessments.



Shared Stories

Colorful Shared Story books invite students to use their developing decoding, fluency, and comprehension skills. The teacher presents new vocabulary words, and then guides students to read the story with their partners.

Students then discuss their comprehension as they become confident, enthusiastic readers.



Story Telling and Retelling (STaR)

A collection of forty-eight books, both fictional and expository text, are read interactively with students as part of the Reading Roots lessons. Prediction, clarification, questioning, summarization, and visualization strategies are modeled and practiced as they relate to the comprehension of the text structure, meaning, or story elements of the STaR books.

Language Links

Structured Language Links activities, which are based upon the corresponding Shared Story and STaR story in the lesson, stimulate children's oral language and cognitive development as they learn effective ways to communicate ideas, feelings, and experiences. Students use higher-level thinking skills as they engage in discussion of authentic literature.

Adventures in Writing

On the third day of every Reading Roots lesson, students are guided through a writing activity that is related to the theme of both the Shared Story and STaR books. Students use the writing process as they think, speak, and work collaboratively with others.

Success for All Wings 4200



Reading Wings is a 90-minute daily comprehensive program on a five day rotating schedule that targets the needs of students reading at the 2nd through 5th grade levels to ensure their consistent growth as proficient readers. Reading Wings is based on scientific principles and proven, through control-group research, to improve students' reading comprehension. Students are assessed and regrouped according to their reading level every quarter to ensure they are receiving the most focused instruction possible.

Curriculum

Reading Wings lessons feature the following parts:

Listening Comprehension

In Listening Comprehension, teachers use fiction or nonfiction text to model strategic reading and engage students in interactive dialogue about story elements, author's craft, or expository text structure. The teacher reads the selection interactively with the students, asks higher-order thinking questions, and involves them in discussing the story structure of narrative and expository text, literary devices, genres, and making predictions.

Teamwork



Students spend approximately 55 minutes participating in Reading Together. During this time, student activities are guided by Treasure Hunts that are created to support a variety of reading materials, from the second- through eighth-grade reading levels. Treasure Hunts focus on story-related activities, which begin with teacher-directed story motivation, vocabulary, and story introduction. Partner/team practice guides students through a sequence for reading and discussing the text. Teachers closely monitor student teams to model the use of comprehension strategies.

Adventures in Writing

Adventures in Writing activities are linked to the texts that the students are reading. They are designed to extend students' thinking about certain concepts or skills, provide instruction in different types of writing, and engage students in working through the writing process in a cooperative setting.

Two-Minute Edit

Toward the end of each day's lesson, students participate in Two-Minute Edit, a whole-group activity that focuses on a grammar or mechanics objective selected by the teacher from a sentence or short paragraph in their writing.

Book Club

Book Club, which is done two or three times each week, is for students to share the books and stories they have enjoyed with their classmates. Book Club is an opportunity to reinforce and celebrate the reading that students complete each night at home.

Read & Respond

Students read independently, reinforcing newly acquired skills and strategies. Students are expected to read from a self-selected reading book, which they choose with your assistance, at least twenty minutes each night at home. As with any self-selected book, guide students to choose books at an appropriate level of difficulty, and try to expand the topics and types of books that they read. Encourage students to further explore subjects or to choose authors that they have been exposed to during the reading lesson.

Following the nightly reading time, students write a sentence or two about what they have read. For example, they may react to what they have read, summarize the passage, or describe something they especially liked. This activity, called Read and Respond, is the only assigned homework for reading.

Students take home a Read and Respond form each week to record their reading, write their responses, and verify their completion of the activity. A parent/guardian/listener is asked to verify that the child has read each evening, preferably Monday through Thursday.

The Active Literacy Plan

Detroit Edison Public School Junior Academy's reading program has a literacy plan with essential elements that allow today's middle school students to become literate in every sense of the word. The program is designed to give students the opportunity to bring rich, compelling backgrounds in the text, and learn how to read and appreciate each piece of printed text for both comprehension and enjoyment purposes. The literacy plan gives structure and consistency to the teaching of reading to middle school students. All of the elements in Junior Academy reading have been researched to support the teaching of reading: **introduction to reading units, vocabulary development, mastery sentences, shared reading, guided reading comprehension, listening comprehension, related writing, and extension projects.** The combination of these elements gives students the opportunity to read, write, and speak, through literature. All of the elements require thought and teacher judgment when they are being introduced and reviewed with students. Assessing your child's needs is the primary way to help teachers plan thoughtful and intentional lessons for all of the components of the literacy plan. The literacy plan is a 60-minute daily reading program that uses grade level novels, theme-based anthologies, entitled *Choices in Literature*, and *Daybooks and Source* books, and age-appropriate novels.

The Reader's Handbook

Alongside, the Active Literacy Plan and Project Read-The Reader's Handbook, reading program serves as a complete resource for teachers to introduce/reiterate the following: model good reading, teach reading strategies, and explore various kinds of reading. The series will be used as a guide with mini lessons, assessments, and discussion for all types of reading and it will definitely enhance the reading ability that all students possess.

Write Away (Kdg.)

Write Away promotes children to express themselves through drawing and writing. Children develop emergent writing skills. The program encourages phonetic writing and to have respect for the work of others.

Write Traits (1st - 8th grade)

The Write Traits program helps students learn, understand, and apply the six traits plus 1 (Idea Development, Organization, Voice, Word Choice, Sentence Fluency, Conventions, and Presentation) of effective writing. In each grade level, the program outlines each trait and provides students with a clear process and common language for discussing and evaluating writing. Through projects and interactive lessons, Write Traits empowers students with the guidelines they need to recognize the elements of good writing and incorporate these traits into their own writing and revising process.

Write Source (K - 8th grade)



The new Write Source program provides information on the writing process and forms of writing including detailed coverage of all the key forms of writing. Student models help students understand what is expected in each lesson while color coding and graphic organizers help students understand and remember key points. This program has a clear, logical sequence for instruction, beginning with the writing process and the six traits and then applying the information to specific genres.

Step Up To Writing (1st - 8th grade)



Planning students for real-world writing, Step Up to Writing teaches students to write clear, organized paragraphs, reports, and essays. Through this program, students will learn to break down the writing process into logical steps and then transfer these skills in logic to longer multi paragraph essays and research reports. Used mainly as a system to teach writing organization, students use color-coded systems and graphic organizers to arrange their writing into main ideas, transitions, details, and conclusions.

6th Grade Writing

In 6th grade, students will begin moving from the 5-paragraph essay to the 7-paragraph essay using Step Up to Writing. They will be asked to write cohesive narrative pieces from a variety of genres including tall tales and narrative fiction. Additional projects will include comparative essay and research projects. In their writing, students will utilize the 6 Traits plus 1 of the Write Traits Program to explore voice, audience, sensory language and expanded word knowledge.

7th Grade Writing

Solidifying their grasp of Step Up to Writing's 7-paragraph essay, students will develop narrative pieces employing literary and plot devices. Using multiple resources including technology, students will develop research questions and create a final report showing topic arguments and counterarguments. Additionally, students continue using the 6 Traits of Writing program to combine organizational strategies, use details effectively develop strong fluency skills and recognize shades of meaning within similar words.

8th Grade Writing

In preparation for high school writing, students will use both the 6 Traits of Writing and Step Up to Writing programs to write a historical expository piece, a narrative story and a research project using critical evaluation

of resources. While writing narrative and informational text, students will review audience and purpose and will replicate other authors' styles and patterns.

Everyday Mathematics

Pre - Kindergarten thru Fifth Grade

The University of Chicago School Mathematics Project (UCSMP) develops the Everyday Mathematics curriculum. Everyday Mathematics focuses on the five content strands: Number and Operations, Algebra, Geometry, Measurement, and Data and Probability. Throughout this program a problem solving approach is used which emphasizes everyday situations that develop critical thinking skills. During class students will frequently practice basic skills through math games and daily routines. These basic skills are then applied through activities that explore larger mathematical concepts.

6th Grade Course 2 McDougal Littell

McDougal Littell Course 2 text book has integrated skill practice and problem solving, including both multi-step and real world problems throughout the daily lessons. Students will focus on rational numbers, their operations, and their algebraic representations early on in the book. Later chapters will include topics such as equations and functions, geometry, square roots, and probability. Students will daily apply their skills to problem solving situations and use estimation to check the reasonableness of answers.

7th Grade Mathematics Course 3

Prentice Hall Mathematics Course 3 allows students to make a connection between the classroom and the mathematics they will see in the real world. Throughout this course students will integrate geometry, probability, and data to develop an understanding of Algebraic concepts. This course will allow the students to develop and strengthen their ability to read, write, and communicate mathematical ideas.

8th Grade Algebra 1 McDougal Littell

McDougal Littell Algebra 1 is organized around families of functions, with emphasis on linear and quadratic functions. As students learn about each family of functions, they will learn to represent them in multiple ways – as verbal descriptions, equations, tables, and graphs. Students will also learn to model real-world situations using functions in order to solve problems arising from those situations. In addition, students will also explore probability and data analysis.

Social Studies Excursions, K – 1st Grade

An excursion is a content-based curriculum that is designed to help primary teachers provide students with a powerful introduction to social education. The curriculum is divided into units that focus on cultural universals – basic human needs and social experiences found in all societies, both past and present. Each unit in the curriculum is structured around powerful ideas and designed to develop those ideas in depth and with attention to their applications to life outside of school. The units contain Literature suggestions utilized to enhance the instruction, hands on activities, discussion questions (to encourage daily dialogue) as well as homework activities to keep parents involved at home.

Social Studies Alive, 2nd – 5th Grade

The TCI Approach provides a powerful structure for rich classroom instruction-an approach that differs dramatically from traditional reading assignments and seatwork. Lessons and activities are based on three well-established educational theories, multiple intelligences, cooperative interaction, and a spiraled curriculum. The following are the components for grades 2-5th.

My Community-Gr. 2



What is a Community?

How are Communities Different?

How do Communities Change?

Our Community and Beyond-Gr. 3



Where is the Geography of Our Community?

How Does Our Economy Work?

How Do We Have a Voice in Our Community?

Regions of Our Country-Gr. 4



What are the Social Sciences?

A Train Tour of the Northeast

The Peopling of the United States

America's Past-Gr. 5



Geography of the United States

Early English Settlements

The Declaration of Independence

6th Grade Social Studies

The context of the social studies curriculum for sixth grade is “The Western Hemisphere”. Students will use “A Message of Ancient Days” by Houghton Mifflin to increase their understanding of the various social studies concepts. Student will learn an integrated approach to creating learning opportunities within the disciplines of history, geography, civics, economics, and inquiry & decision making.

7th Grade Social Studies

In the 7th Grade social studies program focus students on “The Eastern Hemisphere”. Students will integrate, and explore the historical, economical, governmental, geographical, decision-making and civics aspects of the eastern hemisphere. In addition, the social studies curriculum allows students to explore other countries, cultures, religions, environments, policies, and political processes.

8th Grade Social Studies

Eighth Grade social studies focus on “Nineteenth Century United States”. Students will integrate history, government, geography, civics, economics and the decision making of early United States. The social studies curriculum will help students to understand the continuous progress the U.S. has made in becoming a pluralistic democratic society in an independent world.

Science

DEPSA utilizes the Delta Education Science Modules for its K-5 grade science classes. The Delta Education science components provide our teachers with the best tools for helping students to learn science concepts using an innovative inquiry-based approach to instruction.

There are two components to the Delta Education Science Modules:



Full Option Science System

The FOSS program is correlated to human cognitive development. The activities are matched to the way students think at different times in their lives. The research that guides the FOSS developers indicates that humans proceed systematically through predictable, describable years, and that students learn science best from direct experiences in which they describe, sort, and organize observations about objects and organisms. Upper elementary students construct more advanced concepts by classifying, testing, experimenting, and determining cause and effect relationships among objects, organisms, and systems.

Delta Science Modules

Delta Science Modules are 58 comprehensive science kits for grades K-5. Students investigate key science topics through a powerful combination of hands-on activities and reading. The modular series design allows our teachers to select content to tailor DEPSA’s science program to meet students’ needs and fulfill state grade level content expectations. An easy-to-use Teacher’s Guide and content-rich Delta Science Readers (as well as Big Books for primary grades) are included in the kit.

8TH Grade Science-Project Lead The Way

The Gateway To Technology® (GTT) is a cutting-edge program that addresses the interest and energy of middle school students, while incorporating national standards in mathematics, science, and technology. GTT is “activity oriented” to show students how technology is used in engineering to solve everyday problems in units of study. There are currently four instructional units that excite and motivate students to use their imaginations and teach them to be creative and innovative, while gaining the skills they need to develop, produce, and use products and services.

The GTT curriculum provides project-based learning a hands-on approach--that is exciting and fun for the full-range of students in today’s classrooms and that relates technology to students’ daily lives. It also promotes communication and collaboration by emphasizing a teaming approach in the instructional units. This approach utilizes the strengths of each team member to accomplish the goals of the project, while offering students learning challenges at all ability levels.

Fine Arts- Pre-K-10th

Our curriculum program offers a course of instruction in physical education/health (Glencoe), instrumental band, art (Adventures in Art), French (McDougal Littell) and Mandarin Chinese (Ni Hao). Fine Arts staff is certified and trained to teach our arts and music courses. In our Elementary Academy the students begin their studies through singing, playing simple instruments and listening to a range of different styles of music from different cultures. They eventually move on to create and perform a range of artistic works and play in our instrumental band or sing in our award-winning choir. Students with disabilities, special needs, or who are at-risk are supported through differentiated instruction in the classroom as part of our school-wide inclusion model. We use an interdisciplinary approach, making learning more coherent and enjoyable. Our curriculum asks students to solve genuine problems that require them to draw on several disciplines to arrive at the answers. Teachers utilize and implement many techniques and strategies to make education come alive. Students learn by addressing challenging, real-world problems. They read, write, investigate, experiment, and analyze, as well as present ideas through visual arts and a variety of media. Our curriculum stimulates all of the senses, draws on a range of skills, and reveals a multitude of talents.

Foreign Language-Pre-10th:

Passport to World Cultures:



In order for students to gain global perspective, Passport to World Cultures has been developed to allow students in grades K-5 the opportunity to explore a different language and culture each quarter of their study.

French/Chinese:



In Grades 6th-10th Chinese Link/Discovering French program is designed for beginning students of Chinese/French. The text and supporting materials guide the students to develop their communicative competence in the four basic skills of listening, speaking, reading, and writing the language, as well as gaining understanding of culture.

Physical Education Pre-K-9th

Physical education/health offers students the opportunity to focus on exercise, nutrition and sportsmanship. The Physical Education program is designed to help all students build the skills they will need to lead physically active lifestyles. Physical Education involves children in various age appropriate activities that are aligned with the State of Michigan Standards. Students will be engaged in physical activities that will help them learn motor skills, movement patterns, fitness, and personal, social behaviors and values. During the course of the school year students will learn and practice various physical fitness skills while integrating other subjects such as math, science, writing and reading. Students will participate in the Presidential Fitness Challenge to help learn how to set goals and improve physical fitness. Students will participate in team activities to help them learn life skills such as communicating effectively, cooperation and being supportive of others. Students will be assessed in different ways on cognitive, psychomotor and affective objectives.

The Health Education program is designed to help all students increase health knowledge while improving their health skills and behaviors. The vision for the health education curriculum is designed through the use of the Michigan Health Education Standards and Benchmarks. Students will build functional knowledge and skills from year to year that are developmentally appropriate. During the course of the school year, students will be engaged in subject areas which focus on health promotion, disease prevention and principles for personal, family and community health issues. In addition, students will be exposed to subject areas such as accessing information, health behaviors, influences, goal setting, decision making, social skills and advocacy. The curriculum is designed to address these areas of critical health issues in the effort that students will maintain a healthy lifestyle during the school year and beyond.



9th Grade Literature

The Reading Edge High School is a comprehensive, cohesive literacy program that arms students with the skills and strategies they need to read, understand, and learn from content-area texts. Students read a variety of texts including primary sources, informational texts in science, technology, math, history, art, and social sciences, as well as essays, poetry, speeches and short stories. These readings are typical of complex text encountered in high school content area classes, textbooks, and on college entrance exams. Students receive explicit instruction in the metacognitive strategies they need for critical reading of these texts, stating and supporting an opinion, and connecting ideas across texts.



10th Grade Literature

Complete coverage of state standards have been incorporated into an effective and manageable teaching plan for teachers. Highly engaging visuals and contemporary lesson designs have been carefully crafted into the program to ensure students will be easily engaged and stay highly motivated as they experience outstanding literature, poetry, and contemporary media.

Science

9th Grade-Physics



Conceptual physics offers **Exploration** that ignites the interest of the student with meaningful examples and hands-on activities. This book displays **Concept Development** - Expand understanding with engaging narrative and visuals, multimedia presentations, and a wide range of concept-development questions and exercises. The book also offers **Application** - Reinforce and apply key concepts with hands-on laboratory work, critical thinking, and problem solving.



10th Grade-Modern Biology

Modern Biology offers a comprehensive phylogenetic approach to biology and presents key concepts within a historical framework to ensure students understand that scientific theories are developed over time and are dynamic.

Social Science

9th Grade-American History



This high school American History program helps you bring history to life with a narrative that motivates students to learn.

Explore student-friendly content

Instructional visuals, Quick Facts charts, and Online Interactive Maps provide all students with access to the content and ensure mastery.



10th Grade-World History

High-interest, engaging visuals and interactive technology help make history accessible to all students. Tips and activities for struggling readers, English Language Learners, and gifted and talented students along with customized test preparation provide support to a wide range of students. First-hand accounts of history and document-based questions help your students develop and improve their critical-thinking skills. A variety of primary sources, which are integrated into the narrative, can be found in the Primary Sources Handbook and are featured on the *Electronic Library of Primary Sources CD-ROM*.

World History: Patterns of Interaction focuses on key concepts, themes, and patterns of interaction found throughout history. Your students will connect to the events and ideas of the past and see global connections.

WSU MATH PROGRAM AT DEPSA-ECE

COURSE DESCRIPTIONS

Pre-Algebra

This course covers the Real Numbers – including the Integers, fractions, decimals and irrational numbers – and the operations on these numbers. Students recognize numbers in various forms and convert between those forms. They learn how the numbers are ordered. The operations are presented in terms of their basic properties, computational algorithms and applications.

Algebra 1

Algebra 1 covers the fundamentals of Algebra as the study of the operations on the Real Numbers. The Topics include operating on and simplifying algebraic expressions, solving equations, problem solving, graphing and solving linear systems.

Algebra 2

Algebra 2 presents Algebra as the gateway to higher mathematics and begins the serious study of functions. Topics include the properties of the real number system, solving advanced equations including radical and rational equations, solving non-linear inequalities, an introduction to functions and their graphs, linear and quadratic functions, generalized exponents and logarithms and graphing conic sections.

Pre-Calculus

This is a course on the elementary functions. General functions are covered in terms of basic definitions and concepts. The families of functions studied include the polynomial, rational, exponential, logarithmic, trigonometric, and inverse trigonometric functions. Each family is presented in terms of basic definitions, properties, graphs and applications.

Pre-Calculus Honors

This course covers the same topics as Pre-Calculus but moves at a faster pace and presents the material at a higher and more mathematically sophisticated level. Concepts of Calculus will be introduced.

Geometry

This course covers plane geometry from an axiomatic point of view. Students learn the essentials of logic and the basics of proof-writing. Topics covered include the undefined terms, segments and rays, angles, parallel lines, polygons – focusing on the basic properties of triangles and quadrilaterals – and circles. An introduction to three-dimensional geometry, covering volume and surface area, will be presented as well.

SECTION E

METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, the Academy shall properly administer the academic assessments indentified in this schedule and in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the PSA Office.

The Academy shall authorize the PSA Office to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's Michigan Educational Assessment Program ("MEAP"), Michigan Merit Exam ("MME") and other state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to be Administered:

<u>Grade(s)</u>	<u>Academic Assessment(s)</u>
Grade K-1	Performance Series (PST) Reading and Math or other assessment approved by PSA Office
Grade 2	Performance Series (PST) Reading and Math
Grades 3-8	Michigan Educational Assessment Program ("MEAP") Performance Series (PST) Reading and Math
Grade 8	EXPLORE by ACT
Grade 9	Michigan Educational Assessment Program ("MEAP") EXPLORE by ACT
Grade 10	PLAN by ACT
Grade 11	Michigan Merit Exam ("MME")

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

STUDENT APPLICATION AND ENROLLMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Attachment.

Enrollment Limits

The Academy will offer pre-kindergarten through 11th grade. **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 will 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 student with a disability, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment will be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, the Academy will 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.
- The Academy may give enrollment priority to a child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. 504(4)
- The Academy will 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 will be selected for enrollment through a random selection drawing.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school academy or public school pursuant to section 504(4) of the Revised School Code.

- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Public School Academy Office for review.
- Any matriculation agreement entered into by the Academy shall be added to this attachment through a contract amendment in accordance with this Contract.
- Until this matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Application Process

- The application period will be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy will accept applications all year. If openings occur during the academic year, students will be enrolled. If openings do not exist, applicants will be placed on the official waiting list. The waiting list will 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 will be admitted according to the official waiting list. The position on the waiting list will be determined by the random selection drawing. If there is no waiting list, students will 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 written approval from the Public School Academy Office.**

Legal Notice or Advertisement

- The Academy will provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. **A copy of the legal notice must be forwarded to the Public School Academy Office.**
- At a minimum, the legal notice or advertisement 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 or advertisement of the application period will be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, will be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The Academy will 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 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 re-apply 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 will:

- 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 Public School Academy Office of both the application period and the date of the random selection drawing, if needed.** The Public School Academy Office may have a representative on-site to monitor the random selection drawing process.

The Academy will 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 will:

- 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 will 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 will 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

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284 and 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to Office of Public School Academies ("PSA Office") in accordance with the Master Calendar of Reporting Requirements.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to The PSA Office prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this schedule.

The Academy will enroll students in PreK - 11. The Academy may add grades with the prior written approval of the authorizing body.