

OAKLAND UNIVERSITY

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

ISSUED TO:

Dove Academy of Detroit
(A PUBLIC SCHOOL ACADEMY)

BY THE

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

Initial Contract Authorized: August 20, 2012
Restated Contract Issued: July 1, 2017

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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

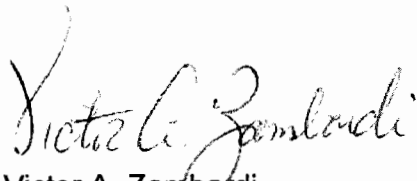
August 7, 2012

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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 initial "V".

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
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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.

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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.

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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

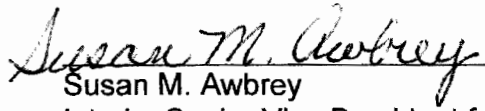
RESOLVED, that the term of the Agreements with Dove, Detroit Edison, Star, and DAAS shall expire no later than June 30, 2027; and, be it further

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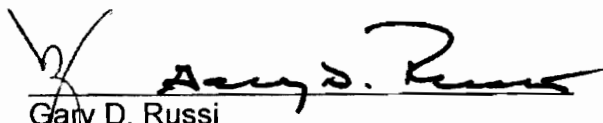
RESOLVED, that the Agreements shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice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

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

Amended by the Board of Trustees on August 6, 2012

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 and August 6, 2012 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

Approved by the Board of Trustees on October 5, 1995

Amended by the Board of Trustees on May 2, 2007

Amended by the Board of Trustees on August 6, 2012

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 at least one of 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 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:

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.

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

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**TERMS AND CONDITIONS
OF THE RESTATED CONTRACT DATED JULY 1, 2017
ISSUED BY THE OAKLAND UNIVERSITY BOARD OF TRUSTEES
CONFIRMING THE STATUS OF DOVE ACADEMY OF DETROIT
AS A PUBLIC SCHOOL ACADEMY**

These Terms and Conditions (“Terms and Conditions”) are entered into by and between the Board of Trustees of Oakland University, a Michigan constitutional and statutory body corporate (“University”) and Dove Academy of Detroit, a Michigan public school academy (“Academy”).

WHEREAS, the University and the Academy entered into a Contract to Charter a Public School Academy effective August 20, 2012 through June 30, 2017 (the “Initial Contract”); and

WHEREAS, the University and the Academy desire to extend the term of the Initial Contract, modify certain provisions, in part, due to changes in Applicable Law, and to elaborate and expand on certain provisions in the Initial Contract by restating the Initial Contract in its entirety subject to these Terms and Conditions; and

WHEREAS, Section IX and other provision of the Initial Contract permit amendments to the Contract;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the University and the Academy agree that the restated Initial Contract will be subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of these Terms and Conditions, and in addition to the terms defined throughout the Contract (as defined below), 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 Dove Academy of Detroit which is established as a public school academy pursuant to the Initial Contract and will be continued and maintained pursuant to this Contract (as defined below).
- (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, regulations promulgated thereunder, and any directives issued by applicable governmental agencies including, without limitation, the Governor, the Michigan Department of Education, the Superintendent of Public Instruction and

the State Board of Education, that are applicable to public school academies and comport with enacted state and federal law; all as may be issued and amended from time-to-time.

- (d) “Application” means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- (e) “Authorizing Resolution” means the Resolution adopted by the University on August 6, 2012 approving the issuance of the Initial Contract to the Academy.
- (f) “Public Schools Academy Office Executive Director” or “PSAO Executive 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 this Contract (as defined below).
- (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, the Restated Contract Dated July 1, 2017 Issued by the Oakland University Board of Trustees Confirming the Status of Dove Academy of Detroit to Organize and Administer As a Public School Academy, 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 Executive Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive 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 Executive Director that apply to a Management Agreement. The Public Schools Academy Office Executive Director may, at any time 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 Executive Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive 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 Executive Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (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 the Restated Contract Dated July 1, 2017 Issued by the Oakland University Board of Trustees Confirming the Status of Dove Academy of Detroit to Organize and Administer 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. 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 contracts. 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the PSAO Executive 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 Executive Director. By not disapproving a proposed transaction, the PSAO Executive 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 Executive Director in writing at least one year prior to the end of the current Contract Term. The PSAO Executive 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 properly administer the academic assessments identified in Schedule 7e and in accordance with the requirements detailed in the Master Calendar annually issued by the Public School Academies Office. The Academy shall provide the Public School Academies Office direct access to the results of these assessments, along with any other measures of academic achievement reasonably requested by the Public School Academies Office.

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.

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 or his/her designee 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive 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 Executive Director prior to a review of the Academy Board's response.
- (c) Plan of Correction. The PSAO Executive 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

Executive 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 Executive 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 Executive 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 Executive Director's notice, the Academy Board Treasurer shall provide the PSAO Executive 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," insurance coverage as required by the University's insurance carrier.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the University on the insurance policies as an additional insured as required by the University's insurance carrier. The coverage provided to the University as an additional covered person or organization will be primary and noncontributory with the University's insurance carrier. 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 for any reason other than nonpayment which would require a ten (10) day advance notice to the University. In addition, the Academy shall provide the Public School Academies Office copies of all insurance policies required by this Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the Public School Academies Office at least thirty (30) days prior to the proposed change. The Academy shall not cancel or change its existing carrier without the prior review of the Public School Academies Office.

The University's insurance carrier periodically reviews the types and amounts of insurance coverage 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.

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.

Pursuant to Section 3.6 of these Terms and Conditions, the University requires that any Educational Service Provider or employee leasing company that enters into a contract with the Academy must obtain insurance coverage similar to the insurance coverage that is currently required for the Academy. Accordingly, any agreement between the Academy and an Educational Service Provider or employee leasing company shall contain a provision requiring the Educational Service Provider or employee leasing company to comply with the coverage requirements recommended by the University's insurance carrier. Furthermore, the agreement between the Educational Service Provider or employee leasing company and the Academy shall contain a provision stating that "in the event that the University's insurance carrier recommends any change in coverage by the Educational Service Provider or employee leasing company, the Educational Service Provider or employee leasing company agrees to comply with any changes in the type and amount of coverage as requested by the University or 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 person, be it Director, employee, agent, parent, guardian, student, or independent

contractor of the Academy, and no 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. If instructed by the University, the Academy will put out for bid its ESP Management Agreement twelve (12) months before its current Management Agreement expires. 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 Executive Director Oakland University 456 Pioneer Drive Pawley Hall, Room 420J
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Rochester, Michigan 48309-4482

If to the University General Counsel:

General Counsel
Oakland University
Wilson Hall, Room 203
371 Wilson Boulevard
Rochester, MI 48309-4454

If to the Academy:

Academy Board President
Dove Academy of Detroit
20001 Wexford
Detroit, Michigan 48234

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 July 1, 2017 and shall remain in full force and effect for five (5) years until June 30, 2022, 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, any 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: 
George W. Hynd, President

Date: 6/20/17

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.

Dove Academy of Detroit

By: , Academy Board President

Date: 6/27/17

CONTRACT SCHEDULES

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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

DOVE ACADEMY OF DETROIT

ID NUMBER: 747384

received by facsimile transmission on June 5, 2017 is hereby endorsed.

Filed on June 13, 2017 by the Administrator.

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



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of June, 2017.

Julia Dale

***Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau***

CSCL/CD-511 (Rev. 02/17)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

(FOR BUREAU USE ONLY)

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

Name

Address

City

State

ZIP Code

EFFECTIVE DATE:

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

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

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

1. The present name of the corporation is:

Dove Academy of Detroit

2. The identification number assigned by the Bureau is: 747384

3. All former names of the corporation are:
N/A

4. The date of filing the original Articles of Incorporation was: March 18, 1997

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

ARTICLE I

The name of the corporation is:

Dove Academy of Detroit

ARTICLE II

The purpose or purposes for which the corporation is formed 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.

06/05/2017 3:38PM (GMT-04:00)

ARTICLE III

1. The corporation is formed on a non-stock basis.
(stock or nonstock)
2. If formed on a stock basis, the aggregate number of shares that the corporation has authority to issue is _____ If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:
- 3a. If formed on a nonstock basis, 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.
- b. The corporation is formed on a directorship basis.
(membership or directorship)

ARTICLE IV

1. The name of the resident agent is: Jarod McGuffey
2. The address of the registered office is:
20001 Wexford Street, Detroit, Michigan 48234
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above:
same, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

See attached for additional provisions.

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

- a. ☐ These Restated Articles of Incorporation were duly adopted on the _____ day of _____, _____, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors under Section 611(1)(a).

Signed this _____ day of _____, _____

(Signatures of a Majority of Incorporators; Type or Print Name Under Each Signature)

- b. ☒ These Restated Articles of Incorporation were duly adopted on the 30th day of May, 2017, in accordance with the provisions of section 641 of the Act: (check one of the following)

- ☐ by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate the articles and include only amendments adopted under section 611(1) or section 611(2) of the Act and there is no material discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.
- ☒ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- ☐ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act.
- ☐ were duly adopted by the written consent of all the directors pursuant to section 525 of the Act as the corporation is formed on a directorship basis.
- ☐ were duly adopted by the written consent of the shareholders, members, or their proxies having not less than the minimum number of votes required by statute in accordance with section 407 of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders, members, or their proxies is permitted only if such provision appears in the Articles of Incorporation).

Signed this 30th day of May, 2017By 
(Signature of Authorized Officer or Agent)Jarod McGuffey
(Type or Print Name)Board President
(Type or Print Title)

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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 VIII

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 IX

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 X

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 XI

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 XII

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 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 XIII

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 of Incorporation 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.

CONTRACT SCHEDULE 2

BYLAWS

BYLAWS
OF
DOVE ACADEMY OF DETROIT

ARTICLE I

NAME

This organization shall be called Dove Academy of Detroit (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.

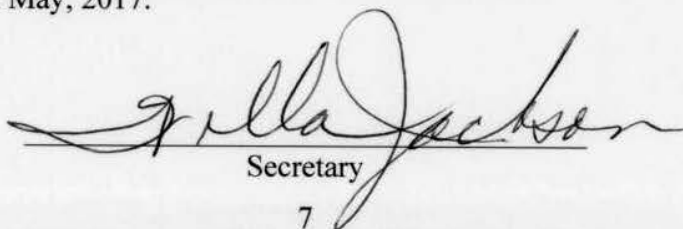
ARTICLE XI

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 30th day of May, 2017.


Secretary
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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 Dove Academy of Detroit, 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 Dove Academy of Detroit.

BY: Mary M. Martin
Mary Martin, Executive Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: 5-18-, 2017

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 Dove Academy of Detroit (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 state standardized assessment(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 disclose 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. The following described categories of information are specifically included within those to be made available by the Academy to the public on the Academy's website home page in the manner prescribed by the Michigan Department of Education and other Applicable Law, and the Public Schools Academy Office, in accordance with Section 12.18 of the Terms and Conditions:

A. Information to Be Made Publicly Available by the Academy.

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) and annual compensation and reimbursed costs paid to an ESP
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. Overall student academic performance compared to the assessment strategies, measures and goals required by the Contract

31. 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 12.18 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.

- Principal
- Assistant Principal
- Teacher Assistant
- Special Education Teacher
- Teacher

SCHOOL LEADER (Principal, Head of School, Headmaster)
JOB DESCRIPTION

SUPERVISOR: Area Superintendent/Board Liaison of Choice Schools Associates LLC/MIChoice LLC

SUPERVISES: Staff members designated by Choice Schools Associates LLC/MIChoice LLC

CLASSIFICATION: Exempt, Full-time

JOB GOAL: To provide leadership to ensure the achievement of education, business management, school development, parent involvement, staff development, customer services, and accountability goals. To create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

SCHOOL DEVELOPMENT:

- Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
- Prepares or oversees the preparation of reports, lists, and all other paperwork for which the School Leader is responsible.
- Assumes responsibility for observance of Board policies and regulations.
- Budget school time to provide for efficient use of time for instruction and business.
- Establishes a master schedule to ensure compliance with instructional time requirements at the Academy.
- Leads the ongoing development of the instructional program and student activities program.
- Keeps the Area Superintendent/Board Liaison informed of routine matters related to administration, instruction, of events and activities of unusual nature.
- Serves as an ex officio member of all committees and councils within the Academy.
- Creates and implements school improvement plans consistent with the school's charter contract.

STUDENT ACHIEVEMENT:

- Supervises the maintenance by maintaining integrity of accurate records of student progress and attendance of students.
- Systematically uses standardized and formative assessment data to guide learning support and drive instruction, curriculum and professional development.
- Facilitates use of curriculum that is structured in a manner designed to help the school and students achieve the required objectives of the Michigan Accountability Program (Michigan Educational Assessment Program, MEAP), CCSS, and Smarter Balanced Assessment and the federal "No Child Left Behind Program."

SCHOOL CULTURE AND BEHAVIOR:

- Establishes and maintains an effective learning climate in the school.
- Maintains active relationships with students and guardians.
- Maintains high standards of student conduct and communicates and enforces the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.
- Designs and carries out a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in school sponsored organizations.
- Makes arrangements for conferences between parents and teachers when needed.
- Creates a school culture in which collaboration and collegiality guide relationships and decision making.
- Provides adequate inventories of real and personal property under his or her jurisdiction for the security and accountability for that property.
- Supervises and evaluates the Academy's extracurricular programs.

MANAGEMENT AND DEVELOPMENT OF PEOPLE, SYSTEMS, AND RESOURCES:

- Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, through attendance at regional, state, and national meetings, enrollment in advanced courses, by reading professional journals and other leadership or management publications, and by discussing problems of mutual interest with others in the field.
- Supervises professional, instructional aides, administrative, and nonprofessional personnel of the Academy.
- Assists in recruiting, screening, hiring, training, assigning, and evaluating the Academy's staff.
- Provides comprehensive onboarding program for new staff and assists in their development.
- Evaluates and coaches all staff members regarding their individual and group performance.
- Conducts productive staff meetings to keep members informed of policy changes, new programs, etc.
- Recommends the discipline and or removal of an employee whose work performance is unsatisfactory to the Area Superintendent.
- Delegates responsible personnel to assume responsibility for the Academy in the absence of the School Leader.
- Communicates effectively and timely with all stakeholders with consistency and follow-through.

FINANCIAL MANAGEMENT

- Assists in the management and preparation of the Academy's budget.

OPERATIONS

- Supervises the maintenance of all required building records and reports.
- Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
- Assumes responsibility for the use, safety, administration of the school buildings and grounds.
- Plans and supervises fire drills, tornado drills, the emergency preparedness program, and other safety and security regulations.

STUDENT RECRUITMENT AND ADMISSION

- Assist in developing and implementing a marketing plan to recruit students to the school.

COMMUNITY RELATIONS

- Cooperates with college and university officials regarding teacher training and preparation.
- Assumes responsibility for all official Academy correspondence and news release approved by the Area Superintendent/Board Liaison.
- Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, interpret Board policies and administrative directives, and discuss and resolve individual student problems.
- Serves as a member of committees and attends such meetings as directed by the Area Superintendent.

OTHER

- Assumes other responsibilities as assigned by the Area Superintendent.

REQUIREMENTS:

Minimum Requirements:

- Current Michigan School Administrator certification or enrolled in a program leading to School Administrator certification within six months after start of employment.
- Knowledge and skills working with At-Risk students.
- Effective use of technology, as a means of analyzing academic achievement data, and as a tool to aid in communications with stakeholders.
- Excellent verbal and written communication using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements

- Successful experience as a teacher.
- Previous experience in a school leadership role.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting. Work to be performed on site.

TERMS OF EMPLOYMENT:

Salary and work schedule are established by Choice Schools Associates LLC/MIChoice LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Area Superintendent and designated Choice Schools Associates LLC/MIChoice LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

ASSISTANT SCHOOL LEADER (Vice Principal, Assistant Principal)**JOB DESCRIPTION****Revised October 2014**

SUPERVISOR: School Leader and Board Liaison (Area Superintendent)
SUPERVISES: Staff members designated by Choice Schools Associates LLC/ MIChoice LLC
CLASSIFICATION: Exempt, Full-time
JOB GOAL: To provide leadership to ensure the achievement of education, business management, school development, parent engagement and involvement, staff development, customer services, and accountability goals. To create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:**SCHOOL DEVELOPMENT:**

- Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
- Prepares or oversees the preparation of reports, lists, and all other paperwork for which the School Leader is responsible.
- Assumes responsibility for observance of Board policies and regulations.
- Budgets school time to provide for efficient use of time for instruction and business.
- Establishes a master schedule to ensure compliance with instructional time requirements at the Academy.
- Leads the ongoing development of the instructional program and student activities program.
- Keeps the Area Superintendent/Board Liaison informed of routine matters related to administration, instruction, of events and activities of unusual nature.
- Serves as an ex officio member of all committees and councils within the Academy.
- Creates and implements school improvement plans consistent with the school's charter contract.

STUDENT ACHIEVEMENT:

- Supervises the integrity of accurate records of student progress and attendance of students.
- Systematically uses standardized and formative assessment data to guide learning support and drive instruction, curriculum and professional development.
- Facilitates use of curriculum that is structured in a manner designed to help the school and students achieve the required objectives of the Michigan Accountability Program (Michigan Educational Assessment Program, MEAP), CCSS, and MSTEP, SAT, PLAN, EXPLORE and the federal "No Child Left Behind Program."

SCHOOL CULTURE AND BEHAVIOR:

- Establishes and maintains an effective learning climate in the school.
- Maintains active relationships with students and guardians.
- Maintains high standards of student conduct and communicates and enforces the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.
- Designs and carries out a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in school sponsored organizations.
- Makes arrangements for conferences between parents and teachers when needed.
- Creates a school culture in which collaboration and collegiality guide relationships and decision making.
- Provides adequate inventories of real and personal property under his or her jurisdiction for the security and accountability for that property.
- Supervises and evaluates the Academy's extracurricular programs.

MANAGEMENT AND DEVELOPMENT OF PEOPLE, SYSTEMS, AND RESOURCES:

- Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, through attendance at regional, state, and national meetings, enrollment in advanced courses, by reading professional journals and other leadership or management publications, and by discussing problems of mutual interest with others in the field.
- Supervises professional, instructional aides, administrative, and nonprofessional personnel of the Academy.
- Assists in recruiting, screening, hiring, training, assigning, and evaluating the Academy's staff.
- Provides comprehensive onboarding program for new staff and assists in their development.
- Evaluates and coaches all staff members regarding their individual and group performance.
- Conducts productive staff meetings to keep members informed of policy changes, new programs, etc.
- Recommends the discipline and or removal of an employee whose work performance is unsatisfactory to the Area Superintendent.
- Delegates responsible personnel to assume responsibility for the Academy in the absence of the School Leader.
- Communicates effectively and timely with all stakeholders with consistency and follow-through.

FINANCIAL MANAGEMENT

- Assists in the management and preparation of the Academy's budget.
- Assists in grant planning and ensures grant compliance.

OPERATIONS

- Supervises the maintenance of all required building records and reports.
- Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
- Assumes responsibility for the use, safety, and administration of the school buildings and grounds.
- Plans, supervises, and regularly reports fire drills, tornado drills, the emergency preparedness program, and other health, safety and security regulations in accordance with state regulations.
- Establishes a system to ensure compliance with all authorizer, state compliance regulations, including pupil accounting.

STUDENT RECRUITMENT AND ADMISSION

- Assists in developing and implementing a marketing plan to recruit students to the school.

COMMUNITY RELATIONS

- Cooperates with college and university officials regarding teacher training and preparation.
- Assumes responsibility for all official Academy correspondence and news release approved by the Area Superintendent/Board Liaison.
- Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, interpret Board policies and administrative directives, and discuss and resolve individual student problems.
- Serves as a member of committees and attends such meetings as directed by the Area Superintendent.

OTHER

- Assumes other responsibilities as assigned by the Area Superintendent.

REQUIREMENTS:

Minimum Requirements:

- Current Michigan School Administrator certification or enrolled in a program leading to School Administrator certification within six months after start of employment.
- Knowledge and skills working with At-Risk students.
- Effective use of technology, as a means of analyzing academic achievement data, and as a tool to aid in communications with stakeholders.
- Excellent verbal and written communication using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements

- Successful experience as a teacher.
- Previous experience in a school leadership role.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule are established by Choice Schools Associates LLC/MIChoice LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Area Superintendent and designated Choice Schools Associates LLC/MIChoice LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

TEACHER ASSISTANT JOB DESCRIPTION

SUPERVISOR: School Leader, under supervision of the classroom teacher.
CLASSIFICATION: Non-exempt, Full-time or Part-time
JOB GOAL: Assist the classroom teacher in providing instruction to individual or small groups, carry out appropriate classroom activities, and maintain a disruption-free, learner-centered supportive environment.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION SUPPORT:

- Helps the classroom teacher organize and distribute lesson materials.
- Assists the classroom teacher in instruction and engaging students in learning.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community under the direction of the classroom teacher.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating an atmosphere of mutual respect, independent thought and expression, and student and classroom teacher experiences in large and small groups.
- Assists the classroom teacher with assessing learner needs, progress and achievement.
- Assists the classroom teacher in maintaining individual student records when asked.
- Assists the classroom teacher in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Assumes other responsibilities assigned by the classroom teacher or School Leader.

CLASSROOM MANAGEMENT:

- Works cooperatively with parents' and guardians' confidence in the classroom teacher.
- Guides children in working and playing harmoniously and safely with other children.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Implements proactive behavior and learning strategies under the direction of the classroom teacher.

STUDENT ACQUISITION & RETENTION:

- Shares responsibility for marketing the Academy in the community by participating in school-wide and community events.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

- Participates in regularly scheduled meetings and sharing of relevant information.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.

FACILITIES

- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Assists the classroom teacher in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Assists the classroom teacher in preparing classroom or laboratory for instruction.
- Assumes other responsibilities assigned by the School Leader.

REQUIREMENTS:*Minimum Requirements:*

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or obtain an associate's degree (or higher).
- Meet the highly qualified requirements according to the No Child Left Behind Act.
- Ability to communicate with students, staff, and guardians in a professional manner.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Valid Michigan teaching certification.
- Knowledge and skills working with At-Risk students.
- Experience in educational setting with school-age children.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary & work schedule are established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The School Leader and classroom teacher will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

SPECIAL EDUCATION TEACHER

JOB DESCRIPTION

SUPERVISOR:	School Leader/Special Education Coordinator
SUPERVISES:	Students, Teacher Assistants, volunteers, assigned support staff, and Code of Student Conduct.
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To provide students with a first class learning experience, contributing to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the missions, goals, and objectives of the Academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION:

- Accepts responsibility for the achievement of students.
- Implements the program outlined in the student's Individualized Education Program (IEP) in the least restrictive environment.
- Prepares for annual IEP's in a timely manner (completing forms, sending invitations to attendees and scheduling meetings).
- Prepares for three-year re-evaluations in a timely manner (testing, completing forms, sending invitations to attendees and scheduling of meeting times).
- Demonstrates ability to write effective Behavior Plans.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Works cooperatively with teachers to incorporate Academy's inclusion model.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

MAINTAIN STUDENT RECORDS:

- Evaluates all student records for current IEP needs as records arrive.
- Maintains accurate Special Education student records as required by law and local policy.

CLASSROOM MANAGEMENT:

- Works cooperatively with parents and generates parents' confidence in the teacher.
- Maintains a comfortable learning environment for students whether in a pullout situation or mainstream setting.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes good citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.

STUDENT ACQUISITION & RETENTION:

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Works with classroom teachers to provide resources and training to best meet students' IEP needs.
- Uses technology effectively for instruction, record keeping, administrative tasks, and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.

FACILITIES:

Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

OTHER:

- Assumes other responsibilities assigned by the School Leader

REQUIREMENTS:*Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels meeting the highly qualified requirements of No Child Left Behind Act.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data and as a tool to aid an effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule are established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The School Leader and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

TEACHER JOB DESCRIPTION

SUPERVISOR:	School Leader
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
CLASSIFICATION:	Exempt, Part-time or Full-time
JOB GOAL:	To provide students with a first class learning experience that Contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION:

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods, including differentiated instruction, and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Administers standardized and local assessments while maintaining a high level of testing integrity.

CLASSROOM MANAGEMENT:

- Works cooperatively with parents/guardians and generates parents/guardians' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.

- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Understands, communicates, and enforces the Student Code of Conduct.

STUDENT ACQUISITION & RETENTION:

- Shares responsibility for marketing the Academy in the community.
- Participates in events in the community to positively promote the Academy.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Administrator.

FACILITIES

- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.

REQUIREMENTS:

Minimum Requirements:

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the highly qualified requirements of No Child Left Behind Act.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates LLC/MIChoice LLC approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Academy Administrator and designated Choice Schools Associates LLC/MIChoice LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

MANAGEMENT SERVICES AGREEMENT

gm This Management Services Agreement (the "Agreement") is made and entered into this *23rd* day of *June* ~~May~~, 2017, to be effective July 1, 2017 (the "effective date"), by and between Choice Schools Associates, L.L.C., a Michigan limited liability company ("CSA") and Dove Academy of Detroit (the "Academy"), a body corporate and public school academy organized under the Michigan Revised School Code (the "Code").

WHEREAS, The Academy is a public school academy located at 20001 Wexford Street, Detroit, Michigan, 48234 and is authorized pursuant to a contract (the "Contract") issued by the Board of Trustees of Oakland University ("Oakland"); and

WHEREAS, The Academy operates under the direction of an Academy Board of Directors (the "Board"); and

WHEREAS, CSA is a Michigan limited liability company providing educational and managerial services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

WHEREAS, The Academy desires to engage CSA as of the effective date to perform certain services related to the Academy's educational program and operations.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

CONTRACTUAL RELATIONSHIP

A. **Authority.** The Academy has been granted the Contract by Oakland to organize and operate a public school academy, together with the powers necessary for carrying out the educational program set forth in the Contract. The Academy is authorized by law to contract with a private entity to provide educational management services, provided that no provision of such a contract shall be effective if it would prohibit the Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Board's constitutional duty to exercise its statutory, contractual and fiduciary obligations governing the operation of the Academy.

B. **Delegated Authority.** Acting under and in the exercise of such authority, the Academy hereby delegates to CSA, to the extent permitted by law, specified functions relating to the provision of educational services and the management and operation of the Academy; provided, however, that this Agreement is subject to all the terms and conditions of the Contract. In the event of any inconsistency between the provisions of this Agreement and provisions of the Contract, the provisions of the Contract shall prevail.

C. **Status of the Parties.** CSA is a Michigan limited liability company and is not a division or a 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 CSA. The relationship between CSA and the Academy is based solely on the terms of this Agreement. The parties to this Agreement acknowledge that CSA's relationship with the Academy created by this Agreement is that of an independent contractor, and that except as expressly set forth in this Agreement, no employee of CSA shall be deemed to be an agent or employee of the Academy. CSA will be solely responsible for its acts and the acts of its agents, employees and subcontractors.

D. **Designation of Agents.** The Board designates the employees of CSA as agents of the Academy having a legitimate educational interest such that they are authorized access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). Except as set forth in this Paragraph or as expressly acknowledged in writing by the Board, no employee of CSA shall be deemed to be an agent of the Academy. This limited agency shall be disclosed in the Academy's annual FERPA notice.

ARTICLE II

TERM

A. **Term.** This Agreement shall become effective July 1, 2017 and shall be for five (5) academic years, commencing on July 1, 2017 and ending on June 30, 2022, subject to continuation of the Contract from Oakland and continued receipt of State School Aid. The Contract is effective through June 30, 2022 and the parties recognize that during the reauthorization process, Oakland may condition an extension of the Contract upon modifications to this Agreement and the parties agree to negotiate such modifications in good faith.

B. **Revocation or Termination of Academy's Contract.** If the Academy's Contract issued by Oakland is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further action by the parties.

ARTICLE III

FUNCTIONS OF CSA

A. **Responsibility.** Under the direction of the Board, CSA shall be responsible for all of the management, operation, administration, and education at the Academy. Such functions include:

1. Implementation and administration of the Educational Program;
2. Curriculum improvement services;
3. Student environment management and community outreach/marketing services;
4. Computer and technology services and consulting;
5. Budget preparation and financial management services;
6. Accounting and bookkeeping services;

7. Risk management;
8. Accounts payable;
9. Acquisition of instructional and non-instructional material, equipment and supplies;
10. Selection, employment and supervision of all teachers and staff and related personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support those employees;
11. Food service management, bidding and procurement, including free and reduced lunch;
12. Transportation management;
13. Facilities maintenance and operation;
14. Preparation of required local, state and federal reports, including reports required under the Contract with Oakland;
15. Information and technology system development and management;
16. Preparation of applications for grants and special programs as requested by the Board;
17. Securing funding sources for special programs and facility improvements as requested by the Board;
18. Operation of the school facility and the supervision of the installation of technology integral to school design, including reasonable assistance with the location, selection and evaluation of any alternate or additional facility from which the Academy will conduct operations;
19. Administration of extra-curricular and co-curricular activities and programs;
20. Preparation of processes and procedures governing operations of the Academy as approved by the Board;
21. Provision of special education services to students who attend the Academy in conformity with the requirements of applicable state and federal laws, rules and regulations and Board policies;
22. Participation in strategic planning with the Board for the continuing educational and financial benefit of the Academy;

23. Implementation of an ongoing public relations strategy for the development of a beneficial and harmonious relationships with other organizations and the community;
24. Preparation and enforcement of student codes of conduct as approved by the Board; and
25. Any other function necessary or expedient for the administration of the Academy with prior approval from the Board.

B. Educational Goals and Program. Under the direction of the Board, CSA shall implement the educational goals and programs set forth in the Contract and established by the Board, including, but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (the "Educational Program"). In the event that CSA determines that it is advisable to modify the educational goals and program set forth in the Contract, CSA will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the educational goals or programs shall be implemented without the prior approval of the Board and Oakland. CSA shall provide the Board with periodic, written reports specifying the level of achievement of each of the Academy's educational goals set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board with enough time prior the Board's regular meetings in January and July of each year to allow the Board sufficient time to review those reports and at such other times as specified in Board policy as the same may be changed from time to time. All educational programs and goals shall be in compliance with the Contract and applicable state and federal laws, rules and regulations.

C. Subcontracts. It is anticipated that CSA will utilize subcontracts to provide some of the services it is required to provide to the Academy, including, but not limited to transportation and/or food services. CSA shall not subcontract the management, oversight or operation of the teaching and instructional program without the prior approval of the Board. Board approval of other subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose in the Academy's approved budget. CSA will endeavor to provide the Board with notification of the proposed terms of any subcontract and the appropriation(s) from which it will be paid prior to entering into the subcontract.

D. Place of Performance. Instruction services other than field trips will normally be performed at the Academy facilities. CSA may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by the Contract or state or local law. The Academy shall provide CSA with the necessary office space at the Academy site to perform all services described in this Agreement, provided that such office space shall be used solely to benefit the Academy.

E. Acquisitions. All acquisitions made by CSA for the Academy with Federal or State School Aid funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. CSA and its subcontractors will comply with all federal and state laws, rules and regulations in addition to such policies as the Board may, from time to time adopt, under Section 1267 and Section 1274 of the Code as

if the Academy were making these purchases directly from a third party supplier. CSA agrees that it will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

F. **Pupil Performance Standards and Evaluation.** CSA is responsible for and accountable to the Board for the performance of students who attend the Academy. CSA shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by federal or state laws, rules or regulations in addition to the Contract and such additional measures as shall be mutually agreed between the Board and CSA, including, but not limited to parent satisfaction surveys.

G. **Student Recruitment.** CSA shall be responsible for the recruitment of students subject to the provisions of the Contract, applicable federal or state laws rules or regulations, and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. CSA shall follow all applicable Board procedures regarding student recruitment, enrollment and lottery management, and shall be responsible for publication of appropriate public notices and scheduling of open houses.

H. **Student Due Process Hearings.** CSA shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations and in accordance with the Student Handbook and Code of Conduct. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

I. **Legal Requirements.** CSA shall provide educational programs that meet federal, state and local requirements and the requirements imposed under the Code and the Contract.

J. **Rules and Procedures.** The Board shall adopt and conduct its operations in conformity with policies, rules, regulations and procedures applicable to the Academy and CSA is directed to enforce the rules, regulations and procedures adopted by the Board. If requested by the Board, CSA shall assist the Board by recommending the adoption of reasonable rules, regulations and procedures applicable to the Academy.

K. **School Year and School Day.** The school year and the school day shall be as provided in the Contract and as defined annually by the Board and defined by law.

L. **Authority.** CSA shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein, by law, such power may not be delegated.

M. **Contract with Oakland.** CSA will not act in a manner that will cause the Academy to be in breach of its Contract with Oakland.

N. **Additional Programs.** The services provided by CSA to the Academy under this Agreement consist of the Educational Program as set forth in the Contract, as the same may change from time to time. The Board may decide to provide additional programs not included in the Educational Program, including, but not limited to summer school. The Academy may also purchase additional services from CSA at a mutually agreeable cost pursuant to a separate agreement between the parties.

O. **Annual Budget Preparation.** CSA will provide the Board with 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 Oakland. The budget shall contain reasonable detail as requested by the Board and as necessary to comply with the General Accepted Accounting Principles (GAAP) standards. 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. The proposed budget shall be submitted to the Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to Oakland.

P. **Compliance with Section 503c.** On an annual basis, CSA agrees to provide the Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618 and MCL 380.503(c)(6), for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

Q. **Compliance with Section 12.18 of Contract.** CSA 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 Board in order to enable the Academy to fully satisfy its obligations under Section 12.18(a) of the Contract Terms and Conditions.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. **Board Policy Authority.** The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including but not limited to policies relative to the conduct of students while in attendance at the Academy or enroute to and from the Academy and regulations governing the procurement of supplies, materials and equipment. The Board shall exercise good faith in considering the recommendations of CSA on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets subject to the constraints of law and the requirements of the Contract.

B. **Building Facility.** The Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract and applicable law.

C. **Academy Employees.** The Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Board.

D. **Educational Consultants.** The Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of CSA under this Agreement. CSA shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities and information as if such requests came from the full Board. CSA shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

E. **Legal Counsel.** The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law. Such legal counsel shall advise on the negotiations of this Agreement and shall not represent CSA or a CSA owner, director, officer or employee.

F. **Audit.** The Board shall select and retain an independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law.

G. **Budget.** The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq*, that has adequate resources to fulfill its obligations under the Contract, including, but not limited to its oversight of CSA, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. CSA may not make any expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Board. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board.

H. **Academy Funds.** The Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account shall be Board members and/or Board designated employees. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Board shall provide Academy funding on a consistent and timely basis to CSA to fulfill its obligations under this Agreement.

I. **Governmental Immunity.** The Board shall determine when to assert, waive or not waive its governmental immunity.

J. **Contract with Oakland.** The Board will not act in a manner which will cause the Academy to be in breach of its Contract with Oakland.

K. **Evaluation of CSA.** The Board will evaluate the performance of CSA each year to provide CSA with an understanding of the Board's view of its performance under this Agreement. A preliminary evaluation will normally occur in December of each year followed by a year-end evaluation

in June. The Board will determine the format to conduct these evaluations. Special evaluations may occur at any time, in the Board's sole discretion.

ARTICLE V

FINANCIAL ARRANGEMENT

A. **Primary Source of Funding.** As a Michigan public school academy, the source of funding for the Academy is state school aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

B. **Other Revenue Sources.** In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Board and CSA, shall endeavor to obtain revenue from other sources. In this regard:

- (1) The Academy and/or CSA shall solicit and receive donations consistent with the mission of the Academy.
- (2) The Academy and/or CSA may apply for and receive grant money, in the name of the Academy. CSA shall provide advance notification to the Board of any grant applications it intends to make and receive the approval of the Board for the application prior to accepting any grant.
- (3) To the extent permitted under the Code, CSA may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

All funds received by CSA or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing.

C. **Compensation for Services.** For the term of this Agreement, the Academy shall pay CSA an annual fee. This annual fee shall be calculated as follows:

- (1) **2017-2018 School Year.** The annual fee to be paid for services performed between July 1, 2017 through June 30, 2018 shall be ten percent (10.00%) of all gross revenues.
- (2) **2018-2019 School Year.** The annual fee to be paid for services performed between July 1, 2018 through June 30, 2019 shall be ten percent (10.00%) of all gross revenues.
- (3) **2019-2020 School Year.** The annual fee to be paid for services performed between July 1, 2019 through June 30, 2020 shall be ten percent (10.00%) of all gross revenues.

- (4) **2020-2021 School Year.** The annual fee to be paid for services performed between July 1, 2020 through June 30, 2021 shall be ten percent (10.00%) of all gross revenues.
- (5) **2021-2022 School Year.** The annual fee to be paid for services performed between July 1, 2021 through June 30, 2022 shall be ten percent (10.00%) of all gross revenues.

For purposes of this Paragraph, the term "gross revenues" means the sum of (a) the amount of all payments applicable to a school year that the Academy receives directly or indirectly under Article V, Paragraph A including amounts retained by Oakland plus (b) the amount of all grants received by the Academy under Article V, Paragraph B(2) that were initiated and administered by CSA and which are to be expended during that school year.

The amount of the annual fee is subject to reduction in a mutually agreeable amount in any school year if extenuating circumstances such as enrollment of less than the anticipated number of students makes the entire annual fee inappropriate. CSA's annual fee shall be paid in twelve (12) equal monthly installments beginning in July of each school year. The exact day of the month that each monthly installment payment is to be paid will coincide with the timing of any state aid payment from the State of Michigan to be received in that month. In months where no state aid payments are to be received, the day of the month when that monthly installment will be due will be mutually agreed upon by the parties after taking into consideration available year-end funds and the timing of funds to be made available from state aid anticipation notes or other sources. All installments of the annual fee for the 2021-2022 school year shall be paid by June 30, 2022 if this Agreement is not extended beyond that scheduled termination date.

D. Reasonable Compensation. CSA's compensation under this Agreement is reasonable compensation for services rendered. CSA's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

E. Payment of Educational Program Costs. In addition to the Academy's obligation to reimburse CSA for the compensation of certain CSA employees under Article VI, all costs reasonably incurred in providing the Educational Program at the Academy shall be paid by the Academy. Such costs shall include, but shall not be limited to, curriculum materials, professional textbooks, library books, computers and other equipment, software, supplies utilized at the Academy for educational purposes, building payments, maintenance, utilities, capital improvements, and marketing and development costs. 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 CSA or other public school academies. The Board shall pay or reimburse CSA monthly for approved fees and expenses upon properly presented documentation and approval by the Board, but reimbursements for the cost of compensation of CSA employees under Article VI shall be made no later than three (3) business days before that compensation is due to the employee. At its option, the Board may advance funds to CSA for the fees and expenses associated with the Academy's operation, provided that documentation for the fees and expenses are provided within sixty (60) days of when the expense is incurred for Board ratification. In paying costs on behalf of the Academy, CSA shall not charge an added

fee unless such fee is approved in advance by the Board. Any costs reimbursed to CSA that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by CSA.

F. **CSA Costs.** The annual management fee set forth in Article V, Section C is intended to compensate CSA for all expenses it incurs for the administrative, financial, and management services CSA is required to provide under this Agreement, including but not limited to expenses associated with individuals providing professional and curriculum development services, accounting services, clerical services, legal services, management and budgeting services, and administrative services. CSA will provide sufficient professional and non-professional staff in these areas and is responsible for their compensation. In addition, the annual management fee is intended to compensate CSA for all costs incurred by CSA to provide these services. The annual management fee does not include payments for CSA personnel provided pursuant to Article VI (B), (C), and (D), the cost of which will be reimbursed by the Academy in accordance with Article VI (A).

G. **Other Public School Academies.** The Academy acknowledges that CSA has entered, or will enter into management agreements with other public school academies. CSA shall separately account for and provide written detail for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy.

H. **Financial Reporting.** On not less than a monthly basis, CSA shall provide the Board with a written report detailing the status of the budget-to-actual revenues containing a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balances that includes a comparison of budget-to-actual information and an explanation of variances. This report shall contain recommendations for necessary budget corrections and shall be prepared sufficiently in advance of the Board meeting to be available for Board packets sent to Board members. CSA shall provide special reports as necessary to keep the Board informed of changing conditions.

I. **Operational Reporting.** At least four (4) times per year, CSA will provide the Board with comprehensive written reports detailing Academy operations, finances and student performance. In order to enable the Board to monitor CSA's educational performance and the efficiency of its operation of the Academy, upon the request of the Board, CSA will provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than one (1) week after the request for the report is received by CSA, unless the Board and CSA mutually agree upon an extended timetable.

J. **Audit Report Information.** CSA will make all of its financial and other records related to the Academy available to the independent auditor selected by the Board.

K. **Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and CSA shall be contained in a document separate from this Agreement and separately approved by Oakland.

L. **Access to Records.** CSA shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of CSA, and retain all of these records for a period of five (5) years (or longer if required by law) from the

close of the fiscal year to which such books, accounts and records relate. Financial, educational, operational and student records that are now or may in the future come into the possession of CSA remain Academy records and are required to be returned by CSA to the Academy upon demand. CSA 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 request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are public records subject to disclosure in accordance with the provisions of the Michigan Freedom of Information Act. This Agreement shall not be construed to restrict Oakland's or the public's access to these records under the Freedom of Information Act or the Contract.

ARTICLE VI

PERSONNEL AND TRAINING

A. **Personnel Responsibility.** CSA is responsible for providing the Academy with a School Administrator and qualified teaching, instructional support, pupil support, food service, secretarial, security and other staff to operate the Academy within the staffing levels approved by the Board in its annual budget. CSA shall have the authority to select, evaluate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Board employees or consultants, if any, consistent with applicable law and the provisions of this Agreement. With the exception of Board employees or consultants, if any, CSA shall be the employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, CSA shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. CSA will provide the Board with a detailed listing of the anticipated compensation and fringe benefit costs for all employees of CSA who will be assigned to provide services at the Academy. The Board will reimburse CSA for the cost of the salaries, fringe benefits, and social security withholdings of employees assigned to the Academy, provided that these costs are not higher than anticipated and approved in the annual budget. At its option, the Board may advance funds to CSA for the cost of the salaries, fringe benefits and social security of employees assigned to the Academy, provided that documentation for the fees and expenses are provided by CSA for Board review and are consistent with budget allocations. At the request of the Board, CSA will provide payroll services for employees of the Board.

CSA will not assign any employee to work at the Academy who has not successfully completed a pre-employment background check (including criminal history, criminal background and unprofessional conduct checks) and credential verification, and, if appropriate, a pre-employment physical. CSA will not place in the employment contracts with any of its employees assigned to work at the Academy any restrictions that would prevent the Academy from employing those individuals at the Academy or would prevent those individuals from working for the Academy or for any other entity providing educational services to the Academy. CSA agrees that any provision of an employment agreement with any of its employees that would be in violation of this provision is void and shall not be enforceable in any forum.

B. **School Administrator.** CSA shall provide the Academy with a School Administrator who shall be responsible for the daily operational control of the Academy and who shall make

recommendations to CSA regarding employees to be assigned to the Academy. CSA shall have the authority, consistent with state law, to select and supervise the School Administrator and to hold that individual accountable for the success of the Academy. The School Administrator will be a CSA employee, but CSA agrees to consult with the Board prior to hiring the School Administrator and will consult with the Board prior to taking any action that would alter the employment status of the School Administrator. At the request of the Board, CSA will review the performance of the School Administrator with the Board. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the School Administrator, CSA will provide a replacement School Administrator if the performance problems are not resolved. If the School Administrator's termination is made at the Board's request, the Board will reimburse CSA for any reasonable costs associated with the termination of the School Administrator. The terms of the employment contract with the School Administrator and the duties and compensation shall be determined by CSA, but that individual must be assigned on a full-time basis to the Academy and may not be providing services to any other school without the prior approval of the Board. If CSA chooses to execute a contract with the School Administrator that has a term longer than one year, the Board reserves the right to have the School Administrator placed elsewhere by CSA if the Board is dissatisfied with that individual's performance at the end of any school year.

C. **Teachers.** As part of the annual budgeting process, CSA shall make a recommendation to the Board regarding the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy pursuant to the Contract and applicable law. CSA shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The Board, however, shall ultimately decide the number of teachers, the applicable grade levels and subjects taught at the Academy as prescribed in the Contract. Such teachers may, at the discretion of CSA, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by CSA. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate, or temporary special permit issued by the state board of education under the Code, to the extent required under the Code and the Every Student Succeeds Act of 2015 or other applicable law. If CSA chooses to execute employment agreements with teaching staff that have a term of longer than one year, the Board reserves the right to have teachers placed elsewhere by CSA if the Board is dissatisfied with their performance at the end of any school year. Teachers employed by CSA shall not be considered teachers for purposes of continuing tenure under MCL Section 38.71 *et seq* and CSA will notify all teachers of this lack of tenure status.

D. **Support Staff.** As part of the annual budgeting process, CSA shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Contract. However, the Board, shall ultimately decide the number of support staff at the Academy. CSA shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the discretion of CSA, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by the CSA. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees or licenses legally required for the position to which they are assigned under the Code and the Every Student Succeeds Act of 2015 or other applicable law. If CSA chooses to execute contracts with support staff that have a term

of longer than one year, the Board reserves the right to have support staff placed elsewhere by CSA if the Board is dissatisfied with their performance at the end of any school year.

E. **Training.** CSA shall provide training to the School Administrator, teachers and paraprofessionals on a regular and continuing basis and shall insure that they receive all training required by law. The School Administrator, teachers, paraprofessionals and other support staff employees shall receive such other training as CSA determines as reasonable and necessary under the circumstances.

ARTICLE VII

TERMINATION OF AGREEMENT

A. **Termination by the Academy for Cause.** This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that CSA should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so); a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, the Board is required to provide CSA with written notification of the facts it considers to constitute material breach and the period of time within which CSA has to remedy this breach, not to exceed sixty (60) days. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing CSA with written notification of termination.

B. **Termination by CSA for Cause.** This Agreement may be terminated by CSA for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from CSA. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make payments to CSA as required by this Agreement or a failure to give consideration to the recommendations of CSA regarding the operation of the Academy; a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, CSA is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the Academy has to remedy this breach, not to exceed sixty (60) days. After the period to remedy the material breach has expired, CSA may terminate this Agreement by providing the Board with written notification of termination.

C. **Termination by Loss of Contract.** This Agreement shall automatically terminate in the event that the Academy no longer possesses a contract to operate a public school academy, including, but not limited to a revocation of the current Contract with Oakland or a failure to renew the existing Contract. In such event, CSA shall provide reasonable assistance in winding up the Academy's operations.

D. **Termination by Either Party Without Cause.** If CSA and the Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, or if the parties are unable to agree upon the reduction of the annual fee in any school year if extenuating circumstances make payment of the entire annual fee inappropriate, either party may elect to terminate the Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least thirty (30) calendar days prior to the termination date.

E. **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 renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 90 calendar days after the notice, the party requesting the renegotiation may terminate this Agreement on 30 calendar days further written notice.

F. **Rights to Property Upon Termination.** Upon termination of this Agreement, all equipment, whether purchased by the Academy or by CSA with state school aid funds or other funds secured by the Academy, shall remain the exclusive property of the Academy. CSA shall have the right to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by CSA with CSA funds, other than those turned over under Article V, Section C above. Fixtures and building alterations shall become the property of the Academy.

G. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, CSA shall provide the Academy reasonable assistance for up to ninety (90) calendar days after the effective date of the termination to allow a transition back to a regular school program or to another education service provider.

ARTICLE VIII

PROPRIETARY INFORMATION

A. **Proprietary Information.** The Academy shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by CSA, its employees, agents or subcontractors, or by any individual working for or supervised by CSA, which were developed during working hours or during time for which the individual is being paid by CSA which (i) were directly developed and paid for by the Academy; or (ii) were developed by CSA at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials.

B. **Required Disclosure.** The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to Oakland and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) and 515(3) of the Code, notwithstanding anything contained in this Article VIII to the contrary. Additionally, all instructional materials, curricula, and/or materials developed for use at the Academy are subject to disclosure to Oakland and to the public under the Freedom of Information Act.

ARTICLE IX

INDEMNIFICATION

A. **Indemnification of CSA.** To the extent permitted by law, the Academy shall indemnify and hold CSA (which term for purposes of this Section A, includes CSA's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse CSA for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to CSA.

B. **Limitations of Liabilities.** The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

C. **Indemnification of the Academy.** CSA shall indemnify and hold the Academy (which term for purposes of this Section C, includes the Academy's officers, directors, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by CSA with any agreements, covenants, warranties, or undertakings of CSA contained in or made pursuant to this Agreement, including any and all employment related claims, demands or suits by CSA employees, former employees or applicants; and any misrepresentation or breach of the representations and warranties of CSA contained in or made pursuant to this Agreement. In addition, CSA shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to the Academy. This provision is intended to provide indemnity protection to the Academy to an extent identical to that provided to CSA under Section A above, and CSA is not required to provide indemnity to the Academy for any matter that CSA would not receive indemnity from the Academy.

D. **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 the Oakland University Board of Trustees, Oakland University and its members, 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 CSA's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Oakland University, the Oakland University Board of Trustees or its members, or their respective officers, employees, agents or

representatives, upon information supplied by the Academy Board or CSA, or which arise out of the failure of the Academy Board or CSA to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Oakland University, the Oakland University Board of Trustees or its members, or their respective officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

E. **Indemnification for Negligence.** To the extent permitted by law, the Academy shall indemnify and hold harmless CSA, and CSA's Owner, Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which CSA may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. CSA shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of CSA's owner, directors, officers, employees, agents or representatives.

ARTICLE X

INSURANCE

A. **Insurance of the Academy.** The Academy shall secure and maintain general liability and umbrella insurance coverage, with CSA listed as an additional insured. This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of CSA required by this Agreement. The Academy shall, upon request, present evidence to CSA that it maintains the requisite insurance in compliance with the provisions of this Article X, Section A. CSA 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.

B. **Insurance of CSA.** CSA shall secure and maintain general liability and umbrella insurance coverage, with the Academy listed as an additional insured. CSA shall maintain such policies of insurance as are required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), including the indemnification of the Academy as required by this Agreement. In the event that Oakland or M.U.S.I.C. requests any change in coverage, CSA agrees to comply with any change in the type or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. CSA shall, upon request, present evidence to the Academy and Oakland that it maintains the requisite insurance in compliance with the provisions of this Article X, Section B. The Academy shall comply with any information or reporting requirements applicable to CSA under CSA's policy with its insurer(s), to the extent practicable.

C. **Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

ARTICLE XI

MISCELLANEOUS

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and CSA on the subject matter hereof.

B. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement 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 party'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 (including delivery by commercial delivery service), or sent by United States mail, certified or registered, postage prepaid, or sent by nationally recognized overnight courier. Notices shall be deemed given (i) on the date of delivery, if delivered via commercial delivery service (unless such date is a weekend or holiday in which event such notice shall be deemed given on the next succeeding Business Day), (ii) three (3) Business Days following deposit in the United States Mail, if sent via certified mail or registered mail, or (iii) on the Business Day next succeeding the date upon which such notice is given to any nationally recognized overnight courier. All notices, demands, requests and consents under this Agreement shall be addressed as follows:

If to CSA:	Choice Schools Associates, L.L.C. 5251 Clyde Park Ave, SW Wyoming, Michigan 49509 Attention: Sarah Wildey, Chief Executive Officer
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If to Academy:	Dove Academy of Detroit 20001 Wexford Street Detroit, Michigan 48234 Attention: Board President
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With a copy to:	Dickinson Wright 500 Woodward Avenue, Suite 4000 Detroit, Michigan 48226 Phone: (313) 233-3513 Facsimile: (844) 670-6009
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D. **Severability.** The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

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

F. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Board and CSA, and signed by a duly authorized

officer. In addition, the Board must also secure the approval of Oakland before any modification to this Agreement can become effective.

G. **Non-Waiver.** No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. **Assignment.** CSA may not assign this Agreement without the prior written approval of the Board.

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

J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to CSA any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Contract.

K. **Compliance with Law.** The parties agree to comply with all applicable laws and regulations.

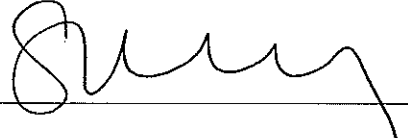
L. **Warranties and Representations.** Both the Academy and CSA represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

M. **Dispute Resolution Procedure.** Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Wayne County, Michigan. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction to ensure compliance with the applicable law and this Agreement. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party, to be paid if awarded by the losing party.

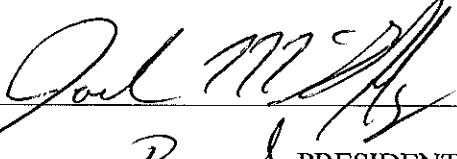
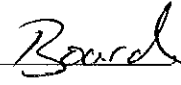
N. **Modification to Conform to Changed Oakland Policies.** The parties intend that this Agreement shall comply with Oakland's Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in Oakland's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised by Oakland of the changes to its policies.

The parties have executed this Agreement as of the day and year first above written.

CHOICE SCHOOLS ASSOCIATES, L.L.C.

BY: 
SARAH WILDEY, ~~PRESIDENT~~ CEO

DOVE ACADEMY OF DETROIT

BY: 
 PRESIDENT

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

**FIRST AMENDMENT TO AGREEMENT TO ORGANIZE
AND ADMINISTER A PUBLIC SCHOOL ACADEMY**

THIS FIRST AMENDMENT to Agreement to Organize and Administer a Public School Academy ("First Amendment") is entered into by and between the Board of Trustees of Oakland University, a Michigan constitutional body corporate (the "University") and Dove Academy of Detroit, a Michigan public school academy (the "Public School Academy").

WHEREAS, the University and the Public School Academy entered into an Agreement to Organize and Administer a Public School Academy effective August 20, 2012 and continuing through June 30, 2017 ("Agreement"); and

WHEREAS, the Public School Academy requests an amendment to the Agreement to reflect its change in site location (Exhibit A); and

WHEREAS, Article IX of the Agreement permits amendments to the Agreement and the University and the Public School Academy desire to modify the terms of the Agreement;

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. Recitals.

The foregoing recitals are incorporated herein and made part of this First Amendment.

2. Addresses and Description of Physical Plants and Single Site Requirements.

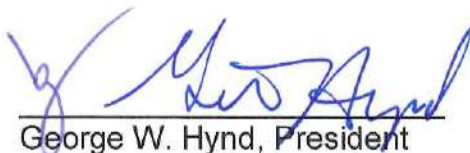
The Public School Academy has requested a school site location change. Therefore upon execution of this First Amendment, Contract Schedule 6 – Physical Plant Description will be replaced in its entirety by Exhibit B, and the school site location address will be changed to:

20001 Wexford, Detroit, Michigan 48234

3. Ratification of Agreement. All other terms, provisions and conditions set forth in the Agreement, as amended, shall remain in full force and effect.

Signed on behalf of:

OAKLAND UNIVERSITY



George W. Hynd, President

Date

10/09/14

Signed on behalf of:

DOVE ACADEMY OF DETROIT



Steve Tomkowiak, President

October 9, 2014

Date

EXHIBIT A

DOVE ACADEMY OF DETROIT RESOLUTION TO AMEND CHARTER CONTRACT

WHEREAS, the University and Dove Academy of Detroit entered into an Agreement to Organize and Administer a Public School Academy effective August 20, 2012 and continuing through June 30, 2017 ("Agreement"); and

WHEREAS, Article IX of the Agreement permits amendments to the Agreement and the University and the Public School Academy desire to modify the terms of the Agreement;

Now therefore be it resolved that the Academy Board hereby approves amending its Agreement with the University to reflect the change in site location of the Academy to:

20001 Wexford, Detroit, MI 48234

Be it further resolved that the Academy Board of Directors appoints Steve Tomkowiak as its designee to review and sign the amendment on behalf of the Academy.

Roll Call:

Ayes: Carol Morgan, Willa Jackson, Mary Viosin

Nays: _____

3 Ayes 0 Nays

I hereby certify that the foregoing resolution was duly adopted by the Dove Academy of Detroit Board of Directors at its meeting held on September 15, 2014.

By: Carol Morgan
Secretary of the Board

EXHIBIT B

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

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: 20001 Wexford
Detroit, MI 48234

Description: Dove Academy of Detroit is located on the northeast side of Detroit, Michigan. Specifically, the campus is located on the corner of Outer Drive and Wexford Street. The site includes 79,828 square feet of gross building area within four separate buildings, which include: church, rectory, school, and convent situated on a 6.38 acre site. The school building consists of a two-story main building with a two-story annex attached – total square footage is 41,904 square feet. The main building includes 19 classrooms, with offices, teacher's lounge and bathrooms. The annex portion houses a library, cafeteria, kitchen, six classrooms and bathrooms. There is also a gymnasium located behind the church building.

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

Term of Use: Term of Contract.

Name of the School District and Intermediate School District:

Local: Detroit Public Schools

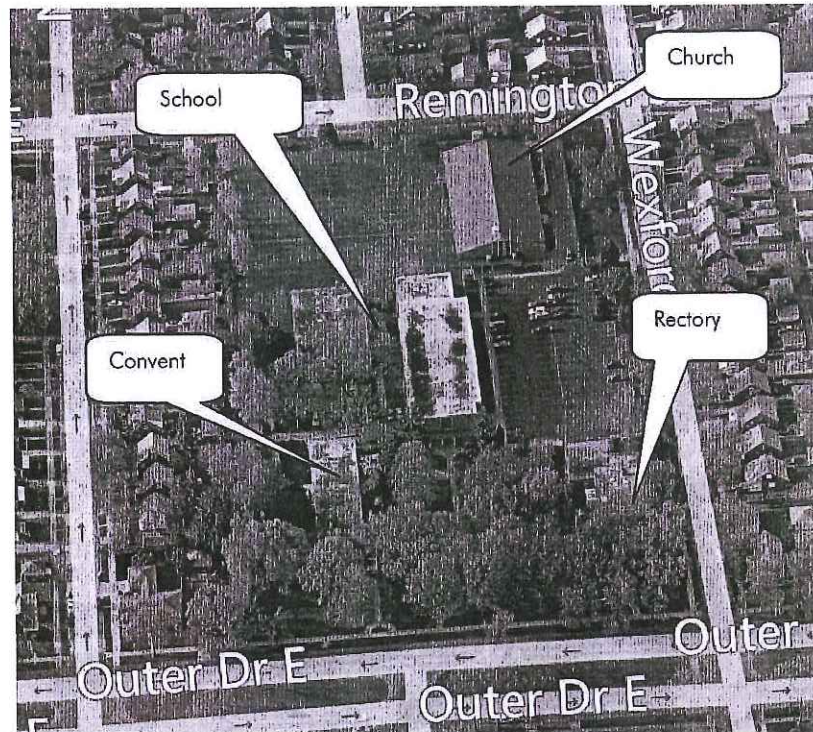
ISD: Wayne RESA

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.

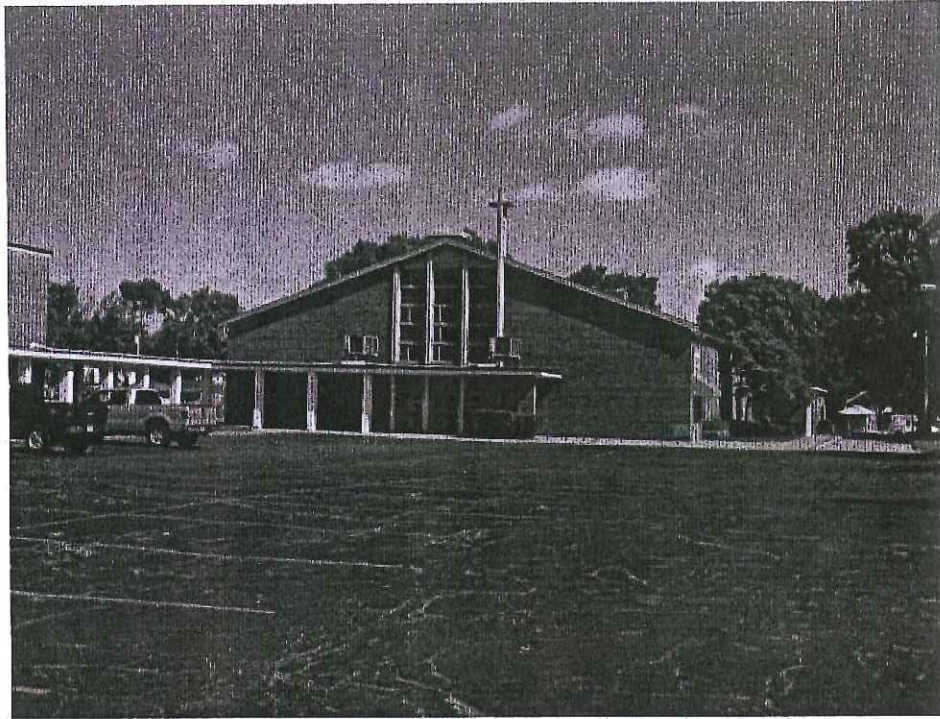
5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical 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.



BIRD'S EYE VIEW OF THE SUBJECT



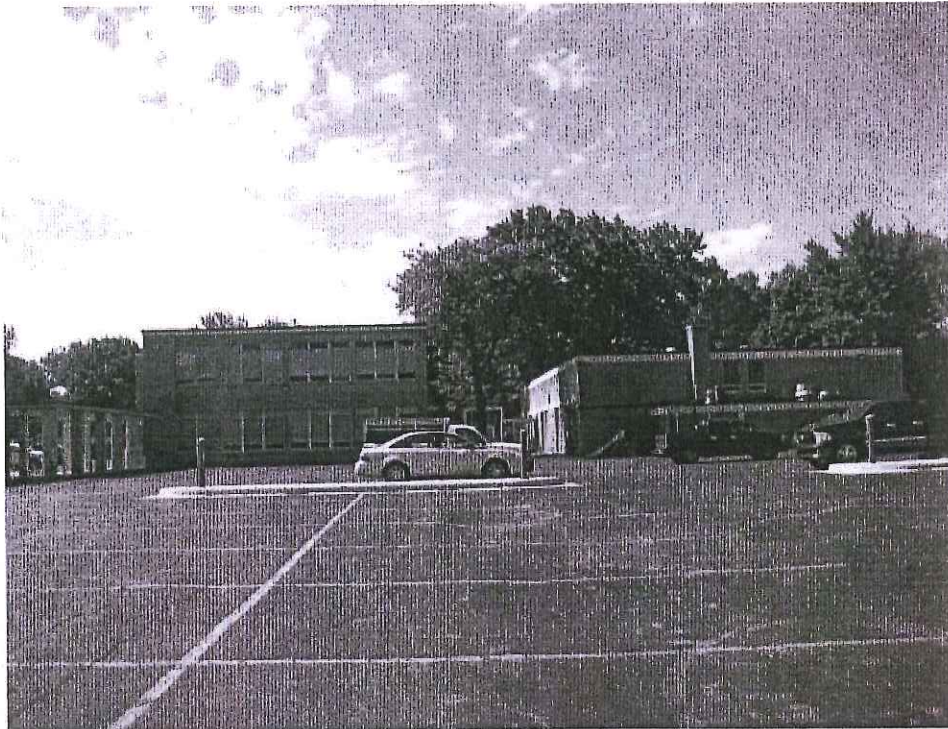
VIEW OF THE SCHOOL



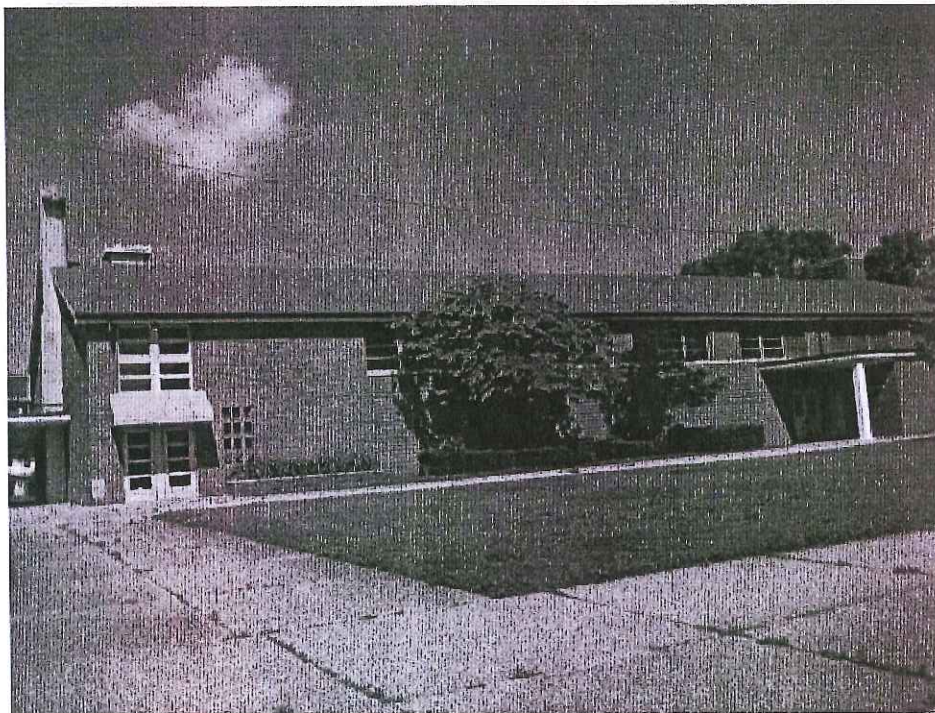
VIEW OF CHURCH AND GYMNASIUM



VIEW OF RECTORY



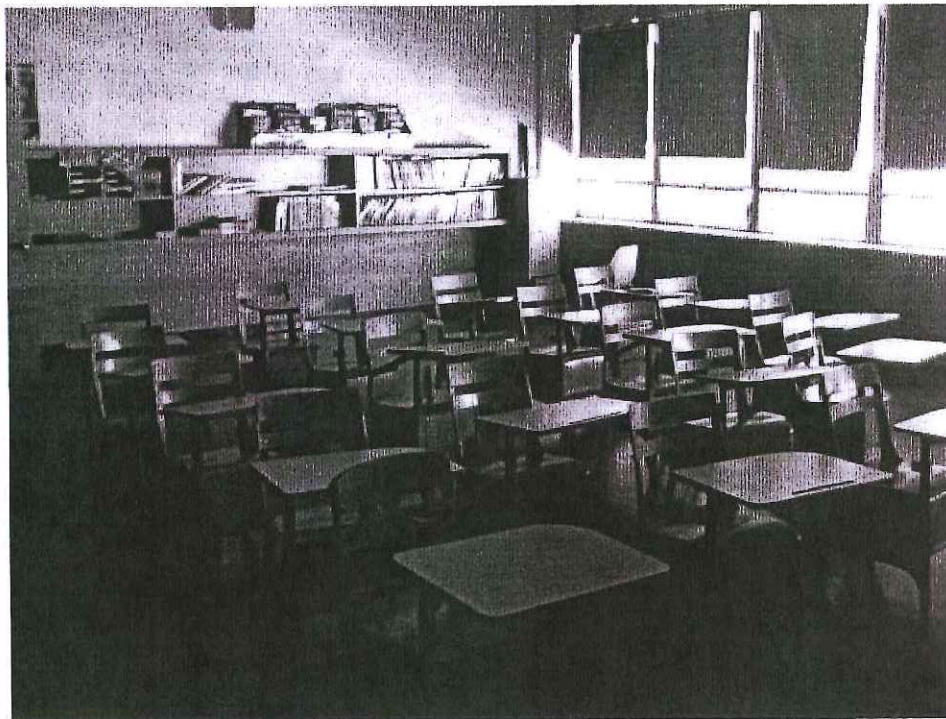
VIEW OF SCHOOL AND SCHOOL ANNEX BUILDING



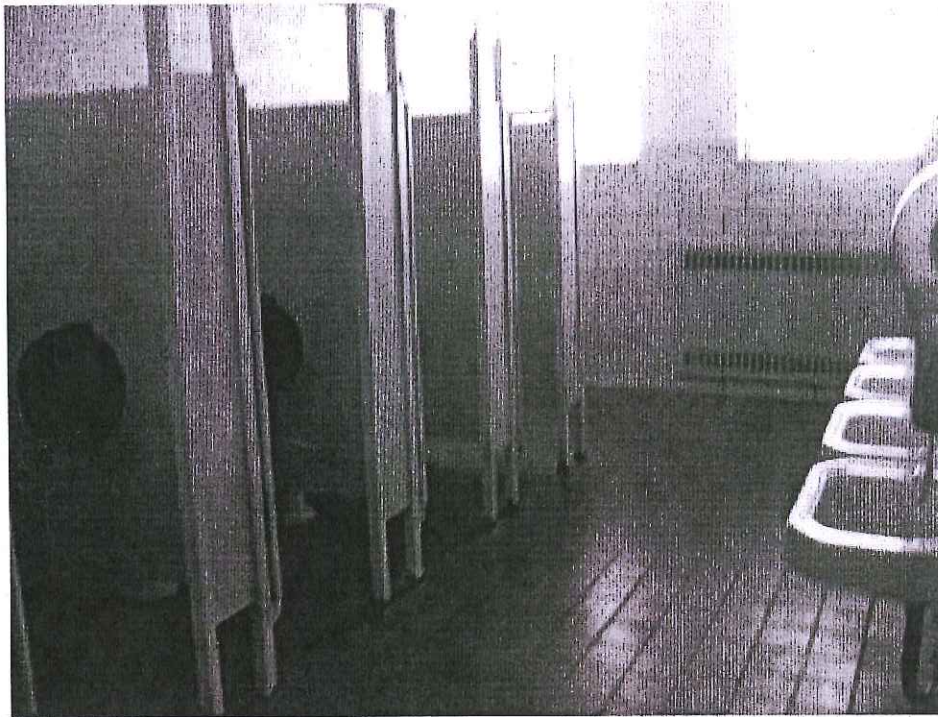
SIDE VIEW OF CHURCH AND GYMNASIUM



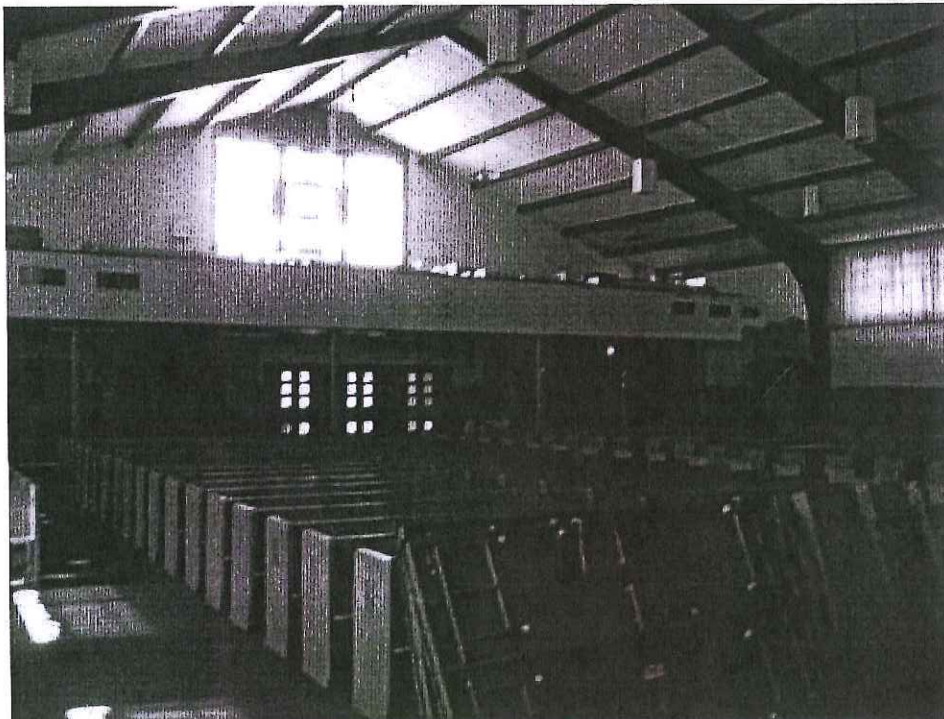
VIEW OF CONVENT



VIEW OF TYPICAL SCHOOL CLASSROOM



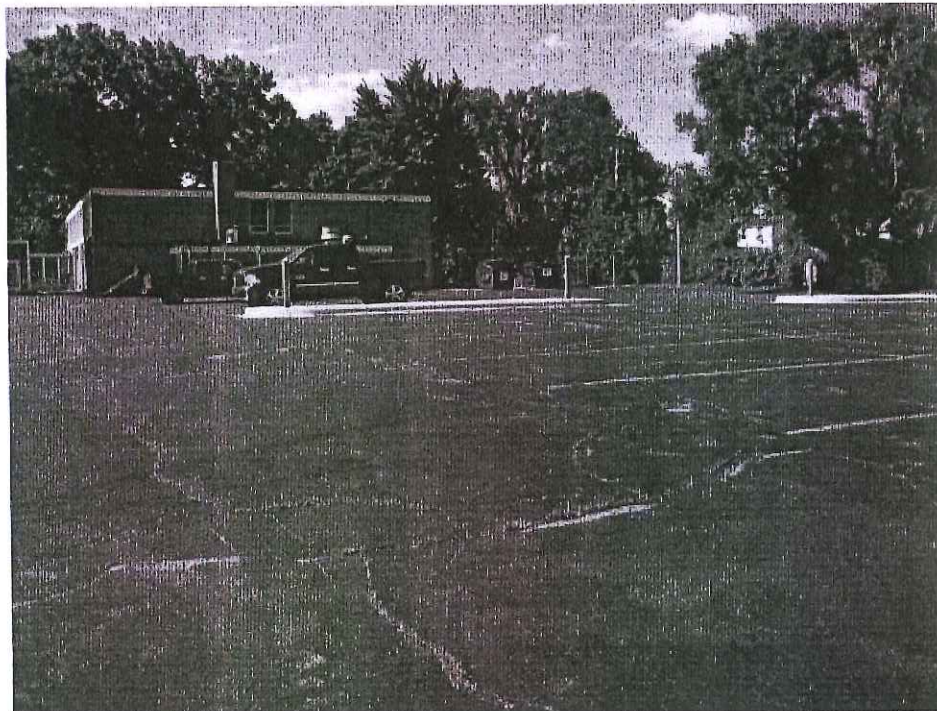
VIEW OF TYPICAL SCHOOL BATHROOM



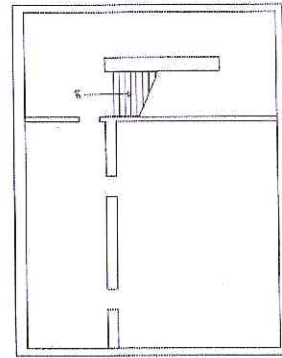
VIEW OF CHURCH SANCTUARY



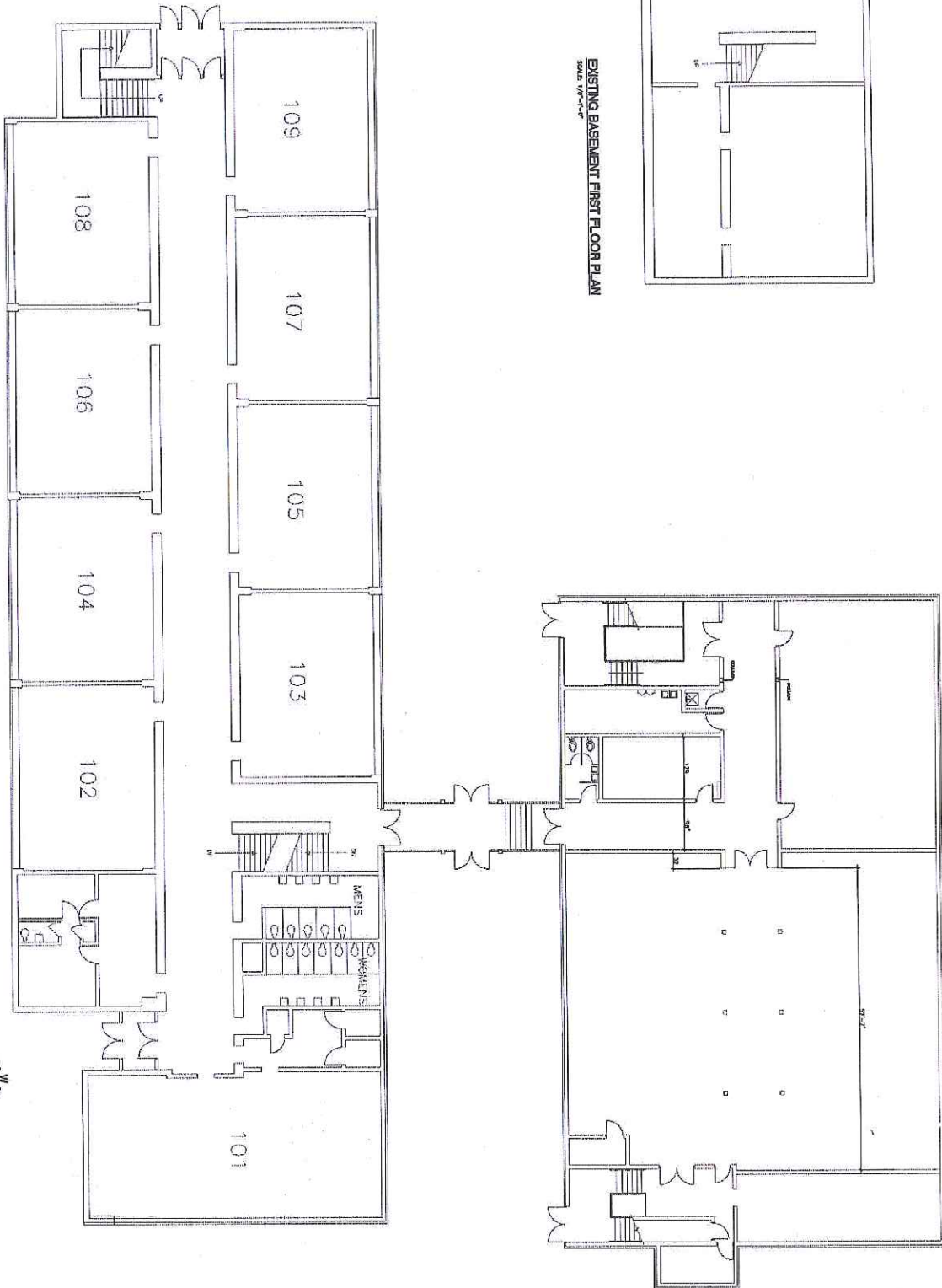
VIEW OF GYMNASIUM



VIEW OF SCHOOL ANNEX AND PARKING LOT



EXISTING BASEMENT FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



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

A1

SHEET NO.

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St. Bartholomew

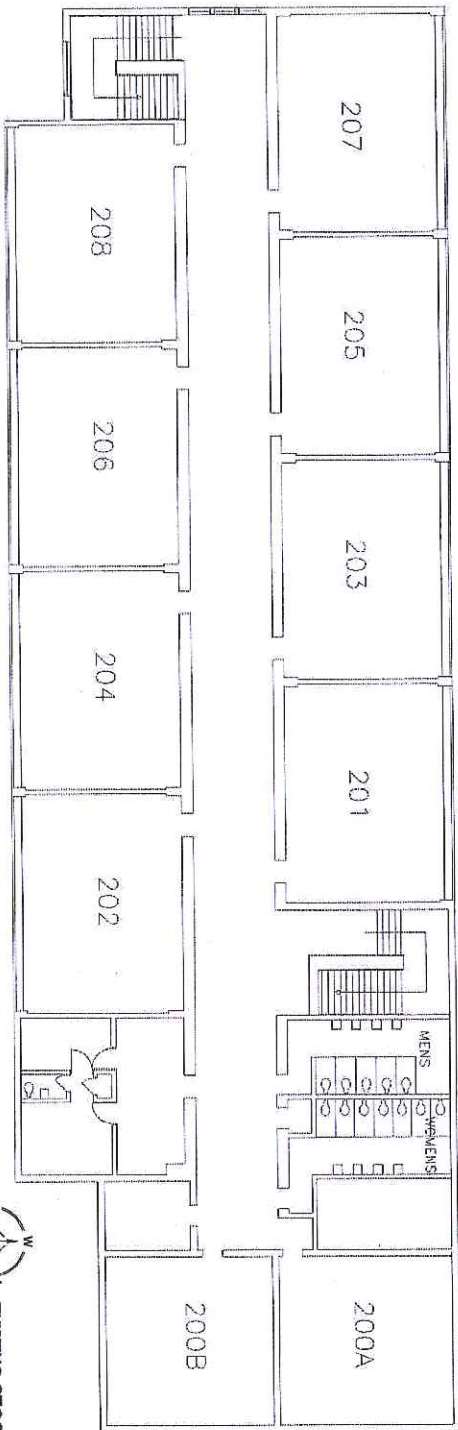
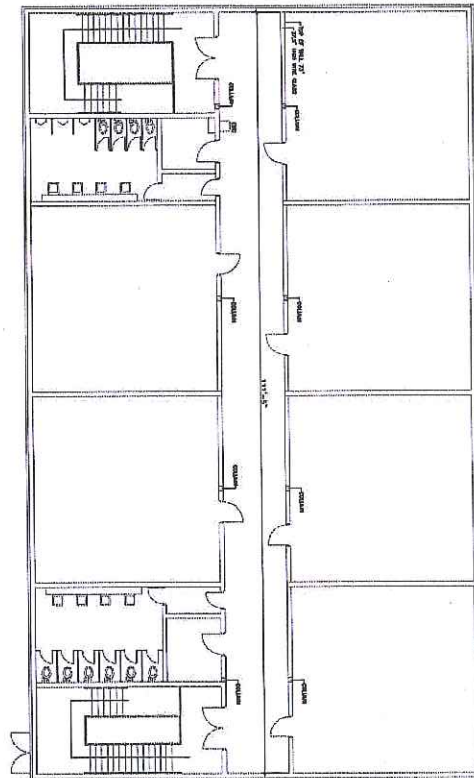
2291 Outer Dr e Detroit MI

RICHARD POSTEMA ASSOCIATES
ARCHITECTS, DESIGNERS, & ENGINEERS

1000 4th ST., N.W.
GRAND RAPIDS,

PO BOX 200 000
MICHIGAN 49509





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

A2

SHEET NO.

DATE

JOB NO.

2291

St. Bartholomew

2291 Outer Dr e Detroit MI

RICHARD POSTEMA ASSOCIATES ARCHITECTS, DESIGNERS, & ENGINEERS

1500 4th ST., S.W.
GRAND RAPIDS,

PO BOX 600
MICHIGAN 49509



AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") is made this 20th day of March, 2014, by and between Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Seller"), whose address is 1234 Washington Blvd, Detroit, Michigan 48226, and Dove Academy of Detroit ("Purchaser"), whose address is 8210 Rolyat, Detroit, Michigan 48234.

WITNESSETH:

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, all right, title and interest of Seller in and to the real property located in the City of Detroit, County of Wayne, State of Michigan, more particularly described on the attached Exhibit A (the "Property"), in accordance with the terms set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all right, title and interest of Seller in and to the Property, subject to the terms of this Agreement. The purchase and sale of the Property shall be consummated by delivery of an executed recordable warranty deed subject to (a) all existing building and use restrictions and easements, (b) exceptions to title set forth in the Title Commitment (as defined below), (c) standard preprinted exceptions set forth in the binder to the Title Commitment, (d) matters which an accurate survey or inspection of the Property would disclose; (e) zoning ordinances; (f) rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes; (g) taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of Closing (as defined below); and (h) the Restrictive Covenant (as defined below).

Anything in this Agreement to the contrary notwithstanding, Purchaser hereby acknowledges and agrees that Seller's obligations under this Agreement are expressly contingent upon the approval of the Archdiocese of Detroit Finance Council and College of Consultors. In the event the Agreement is not approved by the Archdiocese of Detroit Finance Council and College of Consultors, Seller shall have the right to terminate this Agreement upon written notice to Purchaser any time prior to Closing.

2. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be One Million One Hundred Thousand Dollars (\$1,100,000), as adjusted for the Closing prorations and other adjustments described in this Agreement. Payments at Closing will be made by wire transfer of immediately available funds or delivery of a cashier's or certified check. Within three (3) business days after the Effective Date (as defined below), Purchaser shall pay Twenty Thousand Dollars (\$20,000) (the "Deposit") to the Title Source, Inc. ("Title Company"), as escrow agent. The Deposit, together with any accrued interest thereon, if any, shall be held by the Title Company until refunded, forfeited or applied against the Purchase Price in accordance with this Agreement.

3. **Restrictive Covenant.** Purchaser hereby acknowledges and agrees that the conveyance of the Property by Seller to Purchaser shall be subject to the following express covenants (the "Restrictive Covenants"), which shall run with the land:

(a) Purchaser, its successors and/or assigns, hereby covenant and agree that any church or religious organization on the Property shall not be called and/or referred to as St. Bartholomew. Purchaser, its successors and/or assigns, further covenant and agree that Purchaser shall not operate, advertise, publicize, represent or in any way reference an affiliation to any Roman Catholic church, the Archdiocese of Detroit or any Archdiocese of Detroit church or school, regardless of whether such Archdiocese of Detroit church or school currently is in existence or has been closed; and/or

(b) Purchaser, its successors and/or assigns, hereby further covenant and agree it shall not use the Property (i) for certain medical uses such as assisted suicide or any similar type of activity; abortions or any similar type of activity; artificial fertilization/insemination or any similar type of activity; and genetic cloning or any similar type of activity; or (ii) as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theater, or for Adult Uses or for any Sexually Oriented Business, all as defined in the Detroit City Ordinance as of the date of this Agreement, or (iii) any other use that is contrary to the teachings of the Roman Catholic Church.

It is expressly understood and agreed that the Restrictive Covenants contained herein shall attach to and run with the land and bind the Purchaser and its successors and assigns in perpetuity. It shall be lawful for Seller, its successors and/or assigns, to institute and prosecute any proceedings at law or in equity against any person violating or threatening to violate the Restrictive Covenants. Any conveyance of the Property shall include the Restrictive Covenants and be subject to the terms, condition, covenants, restrictions and agreements set forth herein. In the event Seller, its successors and/or assigns institutes legal proceedings against the Purchaser, or its successors and/or assigns, for breach of or to enforce any of the Restrictive Covenants, or any of its rights under this Paragraph, the party against whom a judgment is entered shall pay all costs and expenses relative thereto, including reasonable attorneys' fees, of the prevailing party.

4. **Survey.** Purchaser, at its sole cost and expense, may, but shall be under no obligation to, obtain a survey of the Property ("Survey").

5. **Title.** Seller shall procure, at its sole cost and expense, and deliver to Purchaser within fourteen (14) days after the Effective Date, a commitment (the "Title Commitment") for an Owner's title insurance policy from Title Company without standard exceptions (provided that in the event Purchaser fails to obtain a Survey in form and substance satisfactory to the Title Company in order to remove the survey exceptions, the survey exceptions shall not be removed). If the Title Commitment discloses any defects which render title unmarketable, Purchaser shall notify Seller thereof (the "Defect Notice") within ten (10) days after Purchaser's receipt of the Title Commitment, otherwise, Purchaser shall be deemed satisfied with the Title Commitment and the condition of title without any further action by the parties. Seller shall have thirty (30) days from receipt of any Defect Notice to cure the defect or obtain the Title Company's agreement to affirmatively insure over such defect, although Seller shall have no obligation to cure or obtain insurance over such defects. If Seller does not cure or obtain insurance over any defect within said thirty (30) day period or if Seller notifies Purchaser that it will not attempt to cure or obtain such insurance, Purchaser shall have the option upon notice to Seller not later than ten (10) days after the expiration of said thirty (30) day period or such notice from Seller, whichever occurs first, either to (a) terminate this Agreement, whereupon this Agreement shall terminate, Seller shall return the Deposit to Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, or (b) accept title as it then is without any

reduction in the Purchase Price. If Purchaser does not notify Seller of its election within said ten (10) day period, Purchaser shall be deemed to have elected option (b).

6. **Inspection Period.** Purchaser shall have the right within ninety (90) days after the Effective Date (such period being referred to herein as the "Inspection Period"), at Purchaser's sole cost and expense, to conduct such tests, studies and examinations of the Property as Purchaser deems advisable, to investigate applicable laws, ordinances and codes, and to do all other things as Purchaser deems necessary, in its sole discretion, to satisfy itself that the Property is suitable for Purchaser's intended use; provided, however, that Purchaser shall not conduct any soil borings or other invasive testing of the Property without the prior written consent of Seller (collectively, the "Inspections"). Seller agrees that Purchaser, its officers, employees, agents, invitees and contractors ("Purchaser's Representatives") shall have reasonable access to the Property to conduct the Inspections, all at Purchaser's sole cost, risk and expense. Purchaser shall indemnify, defend and hold Seller harmless from any claim, loss, cost, expense, liability, damage or injury, including reasonable attorneys' fees, arising out of or related to any Inspections. In the event any such Inspections disturb any portion of the Property the Purchaser shall, at its sole cost and expense, promptly restore the Property to its prior condition. These obligations shall survive the Closing or the termination of this Agreement. If Purchaser is not satisfied with the results of its Inspections, Purchaser shall have the right to terminate this Agreement upon notice to Seller thereof within the Inspection Period, whereupon this Agreement shall terminate, the Deposit shall be returned to the Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, otherwise Purchaser shall be deemed satisfied with the results of its Inspections and the condition of the Property without any further action by the parties.

7. **Termination.** If Purchaser terminates this Agreement for any reason, then Purchaser shall, provided that Seller is not in default of this Agreement, furnish to Seller copies of all inspection reports, environmental audits and reports, and other documents or reports obtained by Purchaser in connection with its Inspections and/or any other matter relating to the Property.

8. **Closing.** Subject to the conditions of this Agreement, the closing of the purchase and sale (the "Closing") shall take place ten (10) days after the expiration of the Inspection Period at 1:00 p.m. at the offices of Seller's counsel or at such other date, time and place as the parties may agree in writing. All closing documents (except the warranty deed which shall be prepared by Seller's Counsel) shall be prepared by the Title Company, and shall be consistent with this Agreement and otherwise mutually satisfactory to Purchaser and Seller. At Closing, Purchaser shall furnish Seller with copies of appropriate documents demonstrating that Purchaser is duly authorized, validly existing and in good standing in the State of Michigan and has the requisite authority to consummate the transactions contemplated hereby, together with such other documents as the Title Company may require. Seller shall deliver to Purchaser exclusive possession of the Property at Closing.

9. **Prorations, Adjustments, Expenses.** Seller shall pay all real property taxes and assessments which are due and payable with respect to the Property as of the date of Closing. Current real property taxes and assessments shall be prorated on a due date basis as of the date of Closing as if paid in advance. Seller shall also be responsible for state and county transfer taxes, the title premium for the Owner's Policy, one-half of the cost of the Title Company to prepare the closing documents, and its own attorneys' fees. Purchaser shall be responsible for all other fees, taxes, costs and expenses arising from the purchase and sale under this Agreement, including without limitation, recording fees, fees for any endorsements to the Title Policy, fees, costs and expenses for Purchaser's

Inspections, including survey costs, appraisal fees and environmental audit fees, fees of any lender of Purchaser, all fees in connection with Purchaser obtaining a mortgage, if any, one-half of the costs of the Title Company to prepare the closing documents, Purchaser's attorneys' fees and all real estate brokerage commissions relating to the purchase and sale of the Property, if any.

10. **Default.** If Purchaser defaults hereunder, then in addition to any other remedies available at law or in equity, Seller may elect in its sole discretion to (a) terminate this Agreement as its sole and exclusive remedy, whereupon the Deposit shall be retained by Seller as liquidated damages and neither party shall have any further liability or obligation under this Agreement, (b) terminate this Agreement and Seller may seek judgment against Purchaser for damages, or (c) seek judgment against Purchaser for specific performance of this Agreement. If Seller defaults hereunder and such default is not cured within thirty (30) days after receipt of notice from Purchaser of such default, then Purchaser may, as its sole legal and equitable remedy, terminate this Agreement, whereupon the Deposit shall be promptly returned to Purchaser and neither party shall have any obligation to the other except Purchaser's obligations which would otherwise survive Closing.

11. **"AS IS" ACQUISITION.** SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, AS THE CASE MAY BE, REPRESENTATIONS OR WARRANTIES AS TO TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS OR REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER IS RELYING SOLELY ON ITS OWN EXPERTISE AND ITS FAMILIARITY WITH THE PROPERTY ON THE EXPERTISE OF PURCHASER'S INSPECTORS AND CONSULTANTS, AND THE PURCHASER'S AND SUCH INSPECTOR'S AND CONSULTANT'S INSPECTIONS OF THE PROPERTY. UPON CLOSING, PURCHASER AGREES TO ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY THE INSPECTIONS. UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS," AND "WHERE IS," WITH ALL FAULTS, AND WITH NO ADJUSTMENTS FOR PHYSICAL, FUNCTIONAL, ECONOMIC CONDITIONS, AND THERE ARE NO ORAL AGREEMENTS, REPRESENTATIONS OR WARRANTIES RELATED OR COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT UPON EXPIRATION OF THE INSPECTION PERIOD, PURCHASER WILL HAVE HAD AMPLE OPPORTUNITY TO MAKE A PROPER INSPECTION, EXAMINATION AND INVESTIGATION OF THE PROPERTY TO FAMILIARIZE ITSELF WITH ITS CONDITION AND THAT PURCHASER WILL DO SO TO ITS SATISFACTION. UPON CLOSING, PURCHASER SHALL HAVE NO CLAIM, IN LAW OR IN EQUITY, AND HEREBY RELEASES AND FOREVER DISCHARGES SELLER (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS, BROKERS, EMPLOYEES, REPRESENTATIVES, AFFILIATED OR RELATED ENTITIES, SUCCESSOR AND ASSIGNS) FROM ANY CLAIMS, ACTIONS, LIABILITIES OR OBLIGATIONS, BASED UPON THE CONDITION OF THE PROPERTY OR THE FAILURE OF THE PROPERTY TO MEET ANY STANDARDS, INCLUDING WITHOUT LIMIT, THE PRESENCE OF ANY HAZARDOUS MATERIALS ON, AT, UNDER OR EMANATING FROM THE PROPERTY, OR ANY

HAZARDOUS USE ON OR ABOUT THE PROPERTY, OR ANY VIOLATION OF ANY ENVIRONMENTAL LAWS. FURTHER, ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, INTERFERENCE WITH BUSINESS OPERATIONS, LOSS OF TENANTS, LENDERS, INVESTORS, BUYERS, DIMINUTION IN VALUE OF THE PROPERTY, OR INABILITY TO USE THE PROPERTY, DUE TO THE CONDITION OF THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND THE CONVEYANCE OF THE PROPERTY.

12. **Brownfield Indemnity.** Purchaser hereby agrees to indemnify, defend and hold harmless Seller and its affiliates, subsidiaries and successors and assigns, from any and all liability, claim, cost, loss, damage or expense (including actual attorneys' fees) which any of them may incur or suffer as a result of, arising out of or in connection with any action taken by the State of Michigan (including its agencies and authorities) or by a local unit of government pursuant to Michigan's Brownfield Redevelopment Financing Act, M.C.L. 125.2651 et seq. to recover tax increment revenues expended at or with respect to the Property at the request of or arising out of the acts of the Purchaser.

13. **Condemnation.** If, after the execution of this Agreement, the Property shall be subjected to a taking, either total or partial, by eminent domain, inverse condemnation, or otherwise, for any public or quasi-public use, or if any notice of intent of taking is received by Seller or Purchaser, the parties shall nevertheless proceed to Closing and Purchaser shall be entitled to participate in any such condemnation or eminent domain proceeding and to receive all of the proceeds attributable to any portion of the Property. Seller and Purchaser each agree to promptly forward to the other any notice of intent received pertaining to a taking of all or any portion of the Property.

14. **Casualty.** In the event of any casualty to the Property, Purchaser shall take the Property subject to the effect and consequences of that casualty, and Seller shall, in its sole and absolute discretion, either (i) pay over any insurance proceeds actually collected or received by Seller accruing to Seller's benefit with respect to that casualty, or (ii) reduce the Purchase Price by the reasonable cost to repair the damage to the improvements on the Property caused by the casualty as determined by Seller (in which event Seller shall retain the right to collect any insurance proceeds); provided, however, if the improvements on the Property shall be so damaged or destroyed by fire or other casualty as to require an estimated expenditure (as determined by Seller) of more than \$100,000 to repair or restore such improvements to the same condition as existed immediately prior to the casualty, Seller may terminate this Agreement upon written notice to Purchaser within thirty (30) days after such casualty.

15. **Broker.** Seller and Purchaser each represent and warrant to the other that they have not used the services of any broker in connection with this transaction. Seller shall indemnify and forever save and hold Purchaser harmless from and against claims for brokerage or commissions in connection with this transaction by any person or party claiming by, through or under Seller. Purchaser shall indemnify and forever save and hold Seller harmless from and against claims for brokerage or commission in connection with this transaction by any person or party claiming by, through or under Purchaser.

16. **Foreign Seller Affidavit.** Seller represents and warrants to Purchaser that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of such Section. Seller shall deliver to Purchaser at Closing the exemption certificate described in Section 1445.

17. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire contemplated agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral and written understandings or agreements between the parties.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and permitted assigns. Purchaser shall not assign this Agreement without Seller's prior written consent.

(c) **Waiver; Modifications.** Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

(d) **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the parties' obligations hereunder.

(e) **Drafting.** Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

(f) **Governing Law.** This Agreement is executed in and shall be governed by, and construed under, the laws of the State of Michigan.

(g) **Notices.** Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other, shall be effective only if it is in writing and is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); or (b) by Federal Express or other similar next business day air courier. Notice shall be deemed given upon personal delivery or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:

(a) If to Purchaser: Dove Academy of Detroit
8210 Rolyat
Detroit, Michigan 48234

With a required copy to: Sidney L. Faucette
Choice Schools Associates LLC
975 Three Mile Road NW
Suite 206
Grand Rapids, Michigan 49544



(b) If to Seller: Director of Properties
Archdiocese of Detroit
1234 Washington Blvd.
Detroit, Michigan 48226

With a required copy to: Erik S. Prater, Esq.
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226

(h) **Performance.** Whenever this Agreement requires that something be done within a period of days, such period shall (i) not include the day from which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. eastern standard time on the date by which such thing is to be done, and (iv) be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the State of Michigan, such period shall extend to the first business day thereafter.

(i) **Counterparts.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

(j) **Use of Headings.** The use of headings within this Agreement are for ease of reference and convenience only and shall not be used or construed to limit or enlarge the interpretation of the language hereof or the enforcement of this Agreement.

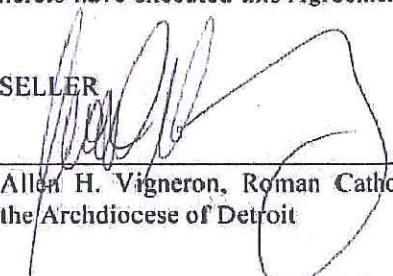
(k) **Attorney Fees.** If a dispute arises out of this Agreement, then the prevailing party will be entitled to recover its actual attorney fees and costs from the other party.

(l) **No Offer.** This Agreement does not constitute an offer and shall not be binding on the parties unless and until executed by both of them.

(m) **Effective Date.** As used in this Agreement, the "Effective Date" shall mean the later of the Seller Execution Date or the Purchaser Execution Date set forth on the signature page hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

SELLER

for


Allen H. Vigneron, Roman Catholic Archbishop of
the Archdiocese of Detroit

Seller Execution Date: March 26, 2014

PURCHASER:

Dove Academy of Detroit

By: 

Its: President, Board of Directors

Purchaser Execution Date: March 24, 2014

EXHIBIT A

LEGAL DESCRIPTION

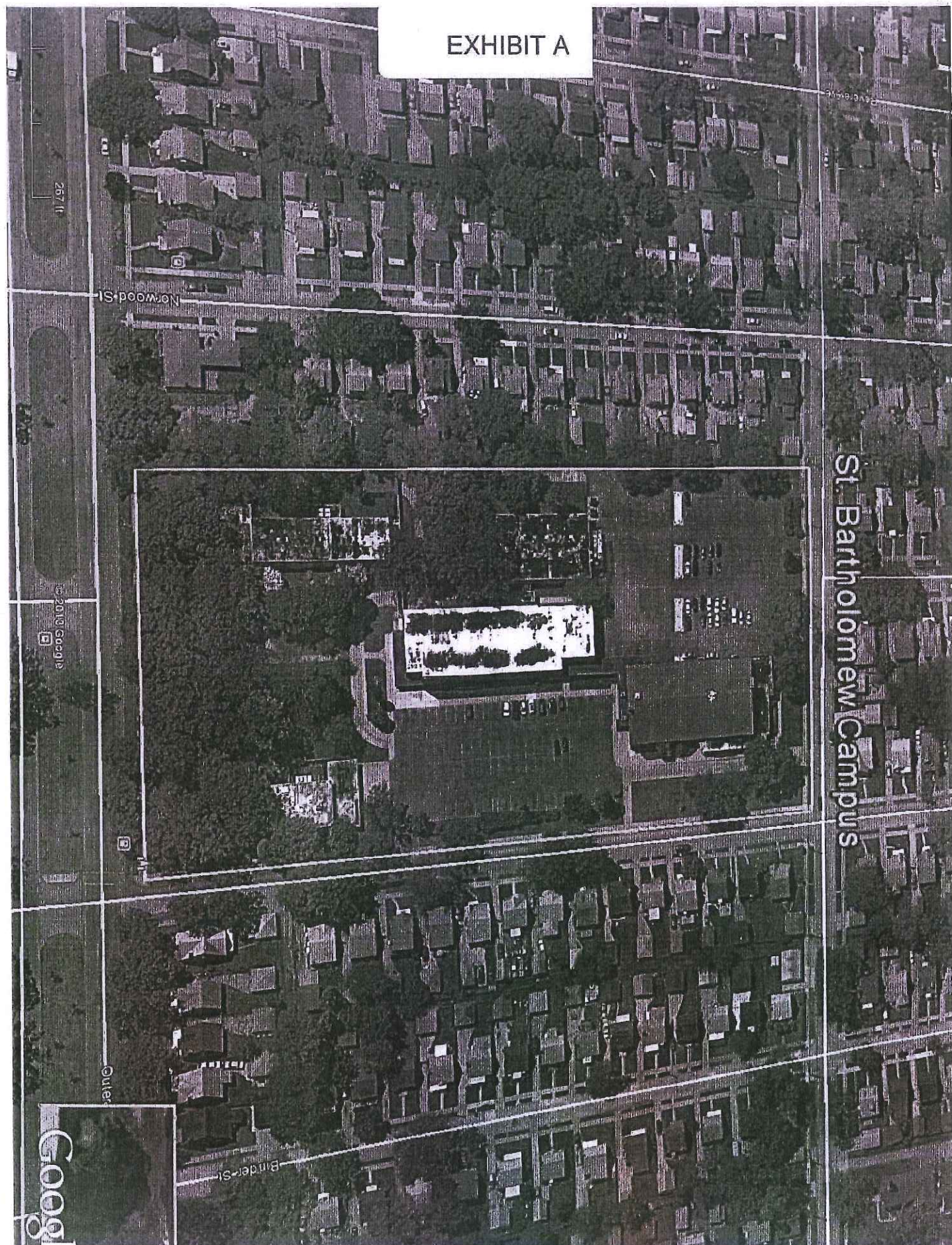
ALL THAT PART OF THE S $\frac{1}{2}$ OF THE N E $\frac{1}{4}$ OF SECT 6, T 1 S, R 12 E, DESCRIBED AS FOLLOWS; BEG AT A PT ON A LINE DRAWN N OF PARALLEL TO AND PERPENDICULARLY DISTANT 75 FT FROM THE E AND W $\frac{1}{4}$ LINE OF SAID SECT 6, AND DISTANT 562.96 FT ON A COURSE N 88 DEG 48 MIN 37 SEC W 108.52 FT TO A PT; THENCE N 89 DEG 40 MIN 37 SEC W 391.18 FT TO A PT; THENCE N 0 DEG 53 MIN 37 SEC W 735.64 FT TO A PT; THENCE S 88 DEG 34 MIN 37 SEC E 500.07 FT TO A PT; THENCE S 0 DEG 53 MIN 37 SEC E 727.67 FT TO THE PT OF BEG EXCEPTING THEREFROM THE W 119 FT.

PLUS

ALL THAT PART OF THE S E $\frac{1}{4}$ OF THE N E $\frac{1}{4}$ OF SECT 6; T 1 S, R 12 E, LYING N OF AND ADJOINING E OUTER DRIVE, E OF AND ADJOINING E LINE OF ALLEY BET NORWOOD AND YONKS, IF EXTENDLY S, W OF AND ADJOINING WEXFORD AND S OF AND ADJOINING REMINGTON, BEING APPROXIMATELY THE E $\frac{3}{4}$ OF THE PARCEL BETWEEN REMINGTON AND E OUTER DRIVE, AND BETWEEN NORWOOD AND WEXFORD.

SUBJECT TO ANY EASEMENTS OF RECORD

EXHIBIT A



CERTIFICATE OF USE AND OCCUPANCY

TEMPORARY

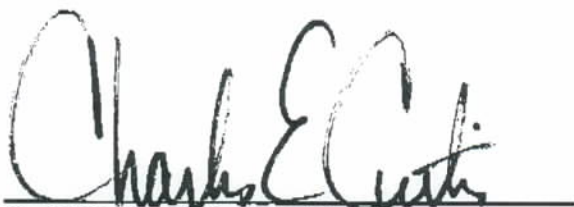
**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B038412
Dove Academy
20001 Wexford
Detroit, Michigan
Wayne County**

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy for a period of three (3) months with an expiration date of December 23, 2014.

Conditions:

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



Todd Y. Cordill, NCARB

Chief

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

September 23, 2014

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division

P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit No. B038412

Dove Academy
20001 Wexford
Detroit, Michigan
Wayne County

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Charles E. Curtis

Charles E. Curtis, Assistant Chief
Building Division

May 26, 2016

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

SCHEDULE 7b

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. If applicable, on average, the Academy's low income and English Language Learners (ELL) students' academic performance must meet or exceed the performance of its peer district's low income and ELL students on the Michigan assessment system. If the Academy fails to meet this measure every year for three (3) consecutive academic years with measurement beginning with the fall 2015 school year, the University will consider the Academy unacceptable and may consider beginning the process to suspend and revoke the Contract.

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 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 standards.

Kindergarten through Eighth Grade Standards:

Standard 1:

Across bi-annual assessments, State standardized assessments, and local summative assessments all students will demonstrate measurable growth.

Standard 2:

On bi-annual assessments, students enrolled at the Academy for multiple years will demonstrate progress toward performance standards indicating post-secondary.

Standard 3:

On the State standardized assessment students will meet or exceed the performance of the composite resident district.

Standard 4:

Discipline data and/or student mobility indicate a safe, stable environment.

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.

VISION STATEMENT

The overall goal of Dove Academy is to prepare all students to be effective, efficient, and successful communicators and problem-solvers. Progress toward this objective will be measured by the development of the students' skills. All students will demonstrate their development as communicators and problem-solvers by: earning grade-level proficiency in all five areas of the core curriculum as measured by the Michigan Student Test of Educational Progress (M-Step) (Grades 3-8); performing in the highest quartiles as assessed by the NWEA-MAP Performance Series Testing (Grades 2-8); and attaining the essential skills established and presented by the Academy at each grade level

MISSION STATEMENT

The mission of Dove Academy is to educate all students so they can effectively, efficiently and successfully communicate (read, write and speak) and solve complex mathematical challenges. The school's curriculum places a strong emphasis on math and communication skills. All other subjects such as science, social studies, art, music and physical education are supported by a solid foundation of literacy and mathematics.

EDUCATIONAL PROGRAM

Dove Academy provides a curriculum that is continuously updated and challenging for all students. Curriculum and instructional strategies are both age and individually appropriate so that developmentally sound practices are in place. The experiences and knowledge young children bring to school, combined with their natural curiosity, are the foundations for learning in the primary grades. The Dove Academy educational program is designed to help develop children's potentials. The emphasis is on learning experiences that help children make connections between existing knowledge, new skills and information. All subject area outcomes are clearly defined, but learning is linked across these subject area boundaries. Classroom experiences are designed to be mutually reinforcing. In this manner, children see the connections between skills learned and their importance in real life. The Dove Academy core curriculum is developed by the Academy's administration and instructional staff. Decision-making is guided by the Common Core Aligned Michigan Academic Standards set by the state of Michigan. Dove uses an electronic curriculum management system to house the curriculum.

Dove Academy's Common Core Aligned K-8 curriculum consistently places its focus on developing basic college-readiness skills. Teachers understand they are building the foundation that will help their students develop their character and become proficient or advanced in reading, writing and math.

In addition to the educational program, Dove Academy is a No Excuses University. In accordance with the No Excuses University reform model, the school has developed and implemented 6 Exceptional Systems: a Culture of Universal Achievement, Collaboration, Standards Alignment, Assessment, Data Management and Data-driven Interventions. The No Excuses University is a national network of schools.

Research based strategies that support the school's Exceptional Systems will be described in the Action Plans.

ASSESSMENT(S) ANALYSIS

Dove Academy analyzes M-Step and NWEA-MAP performance results. Comparisons to student achievement in past years as well as to national averages are one the phases of this analysis. In addition, results of perception surveys completed by the parents and the staff; attendance and discipline data; and rates of grade level promotion are integrated into this investigation. The goal of this extensive assessment is to create a current and detailed portrait of the school that will focus the Academy's school improvement efforts.

The Academy expects that authentic assessment will be used to measure student achievement at all grade levels (K-8). Research has provided evidence that authentic assessment paints a more complete picture of what a student has learned, especially when measuring their development as readers and writers.

"Authentic assessment refers to assessment tasks that resemble reading and writing in the real world and in school." (Heibert, Valencia & Afflerbach, 1994; Wiggins, 1993). Its aim is to assess many different kinds of literacy abilities in contexts that closely resemble actual situations in which those abilities are used. For example, authentic assessments ask students to read real texts, to write for authentic purposes about meaningful topics, and to participate in authentic literacy tasks such as discussing books, keeping journals, writing letters, and revising a piece of writing until it works for the reader. Both the material and the assessment tasks look as natural as possible. Furthermore, authentic assessment values the thinking behind work, the process, as much as the finished product (Pearson & Valencia, 1987; Wiggins, 1989; Wolf, 1989)." (Excerpt from www.eduplace.com/rdg/res/litass/auth.html).

The Academy continues to develop methods of providing authentic assessment of the students' abilities: Through the development of rubrics; the establishment of a Writing Profile for each student in all grade levels that follows him/her throughout their educational experience at the Academy; refinement of how progress is measured towards each grade level's minimal skills; and participation in professional development activities that focus on authentic assessment, the faculty will develop their abilities to effectively utilize this assessment strategy.

ADDITIONAL OPPORTUNITIES FOR STUDENT SUCCESS

After School Tutoring Program

Students in Grade 2-8 that qualify for extra help during the school day are invited to attend Dove Academy's tuition free after school tutoring program. Certified teachers from the Academy's staff reinforce work with the students in the tutoring program to sharpen skills that are targeted for improvement (based on student assessment data) by the student's Classroom Teacher. The After School Tutoring program is from 3:30pm- 4:30pm on Tuesdays, Wednesdays, and Thursdays. The program typically starts at the beginning of the second marking period and concludes in early June.

Summer School Program

Dove Academy also offers a tuition free Summer School program to those students that do not earn promotion to the next grade level and students that need extra support to prepare them for the following school year. Instruction is provided by certified teachers from the Academy's staff. Students complete the

first part of the program by attending a three-hour class for four days a week. This portion of the summer school program lasts for six weeks. Here they get instruction on the specific skills targeted for improvement by the student's Classroom Teacher.

Support Staff

Dove Academy's Support Staff is composed of Title IA teachers, Special Education teachers and Paraprofessionals. This team accepts referrals from teachers in all grade levels throughout the school year. Students who qualify for Title One or At-risk services are being assisted by one of the Academy's certified Title I or At-risk Teachers. These students are provided services during the grade levels "Parallel Block." The Title I or At-risk teacher provides supplemental instruction focused on specific skills that were targeted by the student's Classroom Teacher. Students are evaluated at least 3 times each school year by the Classroom Teachers and Support Staff. Students are referred to the Support Staff for additional assistance.

PARENTAL INVOLVEMENT

In accordance with guidelines established in Section 1118 of No Child Left Behind, Dove Academy's Board of Directors has adopted the following Parent Involvement Policy, which is included in the Academy's Parent/Student Handbook under the section Parent Involvement in the School Program: "Dove Academy recognizes the importance of parent involvement. The Academy's programs, activities and procedures must be integrated into the Academy's overall plan for achieving high standards for all students and parents are encouraged to participate in these procedures, programs, and activities. Dove Academy strongly encourages parent involvement on a continuous basis."

The Principal implements, evaluates, and revises, on a continuous basis, processes to inform and disseminate information, through various forms of school-to-family communication/media, regarding parent involvement opportunities; the annual meeting for parents of participating children; the program's curriculum, design, and execution; processes for sharing experiences and making suggestions; school performance profiles; and individual student results.

All parents/guardians are required to participate in a Parent-Teacher Conference at the conclusion of the first and third marking periods. All parent/guardians are also required to provide accurate contact information to the Academy, including Dove Academy of Detroit up to date phone numbers and an address. If this contact information changes at any point during the school year, the Academy must be updated "immediately." The school's Parent-Student Teacher Compact is published in the school's Student-Parent Handbook every school year and will be signed by each parent, student, and teacher during Parent Teacher Conferences at the end of the first and third marking periods.

When the state releases M-Step results for Grades 3-8, an introduction to these M-Step results is sent home to the parents of students in Grades 3-6 along with the Parent Report of each student's M-Step performance that is provided by the state. In this introduction, parents are provided with: a reminder of what M-Step tests at each grade level are administered; an explanation of how the state scores the exams; a description of what the state considers "Proficient" achievement and "Not Proficient;" a summary of each grade level's M-Step results; a description of what the Academy does with the M-Step results; and an

invitation to meet with the Classroom Teacher and/or Principal to answer any questions the parent may have regarding the assessment.

The Classroom Teachers in Grades 3-8 will go over each child's individual M-Step results with each child's parent or guardian during Parent Teacher Conferences. During the conference, the student's proficiency levels will be discussed as well as the grade level's overall performance. Suggestions will be provided to the parents by the Classroom Teachers regarding what the student can do in school and at home to improve their performance on future M-Step exams.

Student academic progress and work habits are reviewed throughout the school year. Mandatory parent teacher conferences are facilitated for each student at the end of the first and third marking period. At the end of the second marking period, teachers facilitate another parent-teacher conference for students at risk of not meeting grade level expectations. During this conference, the teacher collaborates with the parent to establish a personalized Student Improvement Plan (SIP). The SIP documents the student's current strengths and areas that require improvement. The teacher outlines specific activities and strategies that s/he would like the student to practice, in an effort to build the student's skills to grade level standards. The parent has the opportunity to include their input on what activities and strategies they think will work best for their child. One copy of the SIP is signed by the parent and kept on file with the teacher, while another is sent home with the parent. During the 2011-2012 school year, a parent was added to our School Improvement Team. We believe the parent perspective to be extremely valuable to the overall school improvement process.

SECTION D
CURRICULUM

Curriculum is available electronically at www.engageny.org and through the Choice Schools
Electronic Curriculum Management System (www.choicecurriculum.com)

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 all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified 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 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 1	a standardized, norm-referenced assessment as required by the Code.
Grades 2-8	assessments as identified in Schedule 7b including all state-mandated assessments.

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 8th 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 grades PK-8. The Academy may revise grades with the prior written approval of the authorizing body.