

# **OAKLAND UNIVERSITY**

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

ISSUED TO:

**DETROIT ACADEMY OF ARTS AND SCIENCES**  
(A PUBLIC SCHOOL ACADEMY)

BY THE

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

August 20, 2012

## **TABLE OF CONTENTS**

### **Contract Documents**

Board Action authorizing the issuance of the charter contract.....	A
Terms and Conditions of Contract.....	B
Contract Schedules.....	C
Schedule 1: Articles of Incorporation.....	1
Schedule 2: Bylaws.....	2
Schedule 3: Fiscal Agent Agreement.....	3
Schedule 4: Oversight Agreement.....	4
Schedule 5: Description of Staff Responsibilities.....	5
Schedule 6: Physical Plant Description.....	6
Schedule 7: Required Information for Public School Academy.....	7
• Section a: Governance Structure.....	a
• Section b: Educational Goal and Related Measures.....	b
• Section c: Educational Programs.....	c
• Section d: Curriculum.....	d
• Section e: Methods of Pupil Assessment.....	e

**TABLE OF CONTENTS**  
**(cont.)**

Schedule 7: Required Information for Public School Academy.....7

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

**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**

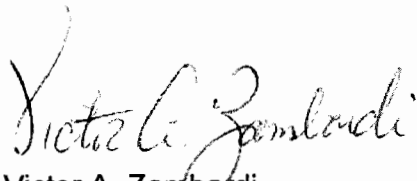
August 7, 2012

Page 2

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

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

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

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

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

VAZ/cmh

Attachment

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

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

**A Recommendation**

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

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

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

**Renewal of Charters for Dove Academy of Detroit,  
Detroit Edison Public School Academy, Star International  
Academy and Detroit Academy of Arts and Sciences  
Oakland University  
Board of Trustees Formal Session  
August 6, 2012  
Page 2**

depending upon school performance and related factors, renewable by the PSA Office through June 30, 2027.

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

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

**a. Dove Academy of Detroit**

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

**b. Detroit Edison Public School Academy**

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

**Renewal of Charters for Dove Academy of Detroit,  
Detroit Edison Public School Academy, Star International  
Academy and Detroit Academy of Arts and Sciences  
Oakland University  
Board of Trustees Formal Session  
August 6, 2012  
Page 3**

**c. Star International Academy**

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

**d. Detroit Academy of Arts and Sciences**

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

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

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

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

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

**Renewal of Charters for Dove Academy of Detroit,  
Detroit Edison Public School Academy, Star International  
Academy and Detroit Academy of Arts and Sciences  
Oakland University  
Board of Trustees Formal Session  
August 6, 2012  
Page 4**

**8. Recommendation:**

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

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

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

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

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

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

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

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

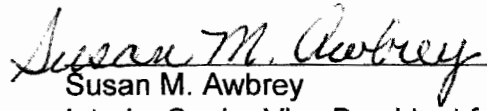
RESOLVED, that the term of the Agreements with Dove, Detroit Edison, Star, and DAAS shall expire no later than June 30, 2027; and, be it further

**Renewal of Charters for Dove Academy of Detroit,  
Detroit Edison Public School Academy, Star International  
Academy and Detroit Academy of Arts and Sciences  
Oakland University  
Board of Trustees Formal Session  
August 6, 2012  
Page 5**

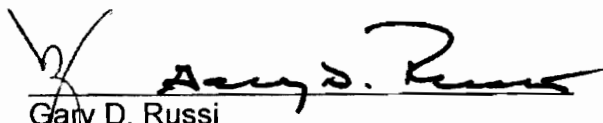
RESOLVED, that the Agreements shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice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

9. **Attachments:** None.

Submitted to the President  
on 8/11, 2012 by

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

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

  
Gary D. Russi  
President



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

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

## BOARD ACTION

August 7, 2012

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

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

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

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

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

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

VAZ/cmh

Attachment



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

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

**A Recommendation**

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

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

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

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

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

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

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

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

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

**Amendment of Criteria for Evaluation of Applications  
for Public School Academies  
Oakland University  
Board of Trustees Formal Session  
August 6, 2012  
Page 2**

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

**8. Recommendation:**

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

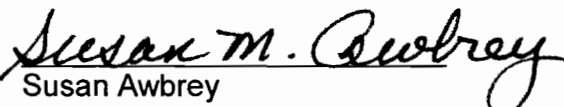
WHEREAS, the Oakland University Board of Trustees approved revisions to the Policy on and Criteria May 2, 2007; and

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

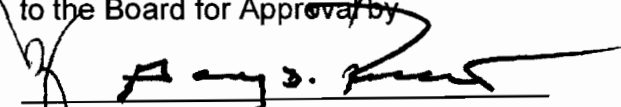
RESOLVED, that the Criteria for the Evaluation of Applications be amended to include the changes in Attachment C.

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

Submitted to the President  
on 8/11, 2012 by

  
Susan Awbrey  
Interim Senior Vice President for  
Academic Affairs and Provost

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

  
Gary D. Russi  
President

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

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

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

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

To stimulate innovative teaching methods.

To create new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level.

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

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

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

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

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

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

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

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

**DELEGATION OF AUTHORITY CONCERNING  
PUBLIC SCHOOL ACADEMIES**

**Approved by the Board of Trustees on October 9, 1997**

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

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

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

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

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

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

**CRITERIA FOR THE EVALUATION OF APPLICATIONS**

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

**Section I: Demographic Characteristics**

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

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

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

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

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

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

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

**Section II: Purposes and Goals**

A. Purposes of the Public School Academy

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

4

Indicators:

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

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

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

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

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

B. Educational goals.

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

Indicators:

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

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

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

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

-2-

### **Section III: - Admission and Retention**

#### **A. Admission policy and criteria to be maintained.**

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

#### **Indicators:**

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

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

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

#### **B. Retention**

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

#### **Indicators:**



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

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

~~3~~

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

~~3~~

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

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

#### **Section IV: —Curriculum and Instructional Outcomes**

##### **A. Curricular and Instructional Design.**

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

##### **Indicators:**

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

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

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

##### **B. Student Assessment.**

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

~~4~~

Indicators:

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

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

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

~~4~~

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

## Section V: Physical Facility

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

### A. Size.

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

Indicators:

(1) The facility includes adequate instructional space.

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

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

~~-5-~~

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

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

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

#### B. Location.

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

Indicators:

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

~~-5-~~

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

#### C. Compliance with School Code and Other Applicable Laws.

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

Indicators:

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

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

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

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

## **Section VI: Budget and Finance**

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

Indicators:

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

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

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

-6-

## **Section VII: Staffing and Governance Structure**

### **A. Governance Structure**

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

Indicators:

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

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

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

#### B. Board of Directors

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

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

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

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

-7-

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 1<sup>st</sup> and end on June 30<sup>th</sup> of the pertinent year, except the terms of the initial positions which shall begin upon appointment and end on June 30<sup>th</sup> 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 Michigan.~~ **[MCLA 380.503(5) UNITED STATES CITIZENSHIP REQUIREMENT]** To the extent possible, the Academy Board shall include (1) a parent or guardian of a child attending the school; ~~and~~ (2) one professional educator, preferably a person with either elementary or secondary school administrative experience; ~~and~~ (3) one person representing the local community in which the Academy serves. Further to be qualified, members must submit all material requested by the PSA Office including but not limited to, an authorization to process a criminal background check of the nominee and submission annually of a conflict of interest disclosure as prescribed by the PSA Office. **[MCLA 380.507(1)(c) COMMUNITY REQUIREMENT]** The Academy Board shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) employees of the public school academy served by the Academy Board or independent contractors performing services for the public school academy; (3) any current or former director, officer, or employee of a management company that contracts with the public school academy served by the Academy Board; and (4) Oakland University officials or employees. ~~–[MCLA 380.503(6)(k) PROHIBITS CERTAIN CONFLICTS OF INTEREST].~~ A vacancy may be left on the initial board for a parent or guardian representative.

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

~~-8-~~

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

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

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

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

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

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

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

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

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

~~-9-~~

#### C. By-Laws.

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

#### D. Administrators.

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

#### E. Teachers.

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

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

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

### **Section VIII: Contractual Relationship with Oakland University**

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



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## **CRITERIA FOR THE EVALUATION OF APPLICATIONS**

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

### **Section I: Demographic Characteristics**

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

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

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

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

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

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

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

### **Section II: Purposes and Goals**

#### **A. Purposes of the Public School Academy**

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

Indicators:

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

B. Educational goals.

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

Indicators:

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

### **Section III: Admission and Retention**

#### **A. Admission policy and criteria to be maintained.**

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

##### **Indicators:**

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

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

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

#### **B. Retention**

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

##### **Indicators:**

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

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

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

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

#### **Section IV: Curriculum and Instructional Outcomes**

##### **A. Curricular and Instructional Design.**

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

Indicators:

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

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

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

##### **B. Student Assessment.**

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

Indicators:

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

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

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

## **Section V: Physical Facility**

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

### **A. Size.**

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

Indicators:

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

### **B. Location.**

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

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- (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.

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

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(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.

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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"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### C. By-Laws.

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

#### D. Administrators.

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

#### E. Teachers.

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

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

### **Section VIII: Contractual Relationship with Oakland University**

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

## **TERMS AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: AUGUST 20, 2012**

**ISSUED BY**

**THE OAKLAND UNIVERSITY BOARD OF TRUSTEES**

**TO**

**DETROIT ACADEMY OF ARTS AND SCIENCES**

**CONFIRMING THE STATUS OF**

**DETROIT ACADEMY OF ARTS AND SCIENCES**

**AS A**

**PUBLIC SCHOOL ACADEMY**

## **TABLE OF CONTENTS**

### **ARTICLE I**

#### **DEFINITIONS**

<b><u>Section</u></b>		<b><u>Page</u></b>
Section 1.1	Certain Definitions.....	1
Section 1.2	Captions .....	3
Section 1.3	Gender and Number.....	3
Section 1.4	Statutory Definitions .....	4
Section 1.5	Schedules .....	4
Section 1.6	Application.....	4
Section 1.7	Conflicting Contract Provisions.....	4

### **ARTICLE II**

#### **RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD**

Section 2.1	Constitutional Status of Oakland University .....	4
Section 2.2	Independent Status of the Academy .....	4
Section 2.3	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University.....	4
Section 2.4	Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University.....	5

### **ARTICLE III**

#### **ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY**

Section 3.1	University Resolutions.....	5
Section 3.2	University as Fiscal Agent for the Academy .....	5
Section 3.3	Oversight Responsibilities of the University .....	5
Section 3.4	Reimbursement of University Board Expenses .....	5
Section 3.5	University Approval of Condemnation.....	6
Section 3.6	Authorization of Employment .....	6
Section 3.7	PSAO Director Review of Certain Financing Transactions .....	6
Section 3.8	Authorizing Body Contract Authorization Process .....	7
Section 3.9	University Invitation to Academy to Apply for Conversion to Schools of Excellence .....	7

## **ARTICLE IV**

### **REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

Section 4.1	Limitation on Actions in Performance of Governmental Functions.....	7
Section 4.2	Other Permitted Activities .....	7
Section 4.3	Academy Board Members Serve in Their Individual Capacity.....	7
Section 4.4	Incompatible Public Offices and Conflicts of Interest Statutes.....	8
Section 4.5	Prohibition of Identified Family Relationships.....	8
Section 4.6	Dual Employment Positions Prohibited.....	9
Section 4.7	Oath of Public Office .....	9

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1	Nonprofit Corporation .....	9
Section 5.2	Articles of Incorporation.....	9
Section 5.3	Bylaws.....	9
Section 5.4	Quorum .....	9

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

Section 6.1	Governance Structure.....	9
Section 6.2	Educational Goals .....	10
Section 6.3	Educational Programs .....	10
Section 6.4	Curriculum .....	10
Section 6.5	Method of Pupil Assessment .....	10
Section 6.6	Application and Enrollment of Students.....	10
Section 6.7	School Calendar and School Day Schedule.....	10
Section 6.8	Age or Grade Range of Pupils .....	11
Section 6.9	Collective Bargaining Agreements .....	11
Section 6.10	Accounting Standards .....	11
Section 6.11	Annual Financial Statement Audit.....	11
Section 6.12	Address and Description of Physical Plant; Process for Expanding Academy's Site Operations.....	11
Section 6.13	Contributions and Fund Raising .....	11
Section 6.14	Disqualified Organizational or Contractual Affiliations.....	11
Section 6.15	Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes.....	12
Section 6.16	Matriculation Agreements .....	12
Section 6.17	Postings of AYP and Accreditation Status .....	12

## **ARTICLE VII**

### **TUITION PROHIBITED**

Section 7.1	Tuition Prohibited; Fees and Expenses.....	12
-------------	--	----

## **ARTICLE VIII**

### **COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS**

Section 8.1	Compliance with Part 6A of the Code .....	12
Section 8.2	Compliance with State School Aid Act .....	12
Section 8.3	Open Meetings Act .....	12
Section 8.4	Freedom of Information Act .....	12
Section 8.5	Public Employees Relation Act .....	13
Section 8.6	Prevailing Wage on State Contracts .....	13
Section 8.7	Uniform Budgeting and Accounting Act.....	13
Section 8.8	Revised Municipal Finance Act of 2001 .....	13
Section 8.9	Non-discrimination .....	13
Section 8.10	Other State Laws .....	13
Section 8.11	Federal Laws .....	13

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1	Amendments .....	13
Section 9.2	Process for Amendment Initiated by the Academy .....	14
Section 9.3	Final Approval of Amendments.....	14
Section 9.4	Change in Existing Law .....	14
Section 9.5	Emergency Action on Behalf of University.....	14

## **ARTICLE X**

### **CONTRACT TERMINATION, SUSPENSION, AND REVOCATION**

Section 10.1	Termination by the Academy.....	14
Section 10.2	Termination by the University .....	14
Section 10.3	Contract Suspension.....	15
Section 10.4	Statutory Grounds for Revocation .....	16
Section 10.5	Other Grounds for Revocation.....	16
Section 10.6	University Procedures for Revoking Contract.....	17
Section 10.7	Venue; Jurisdiction .....	18
Section 10.8	Automatic Amendment or Revocation by State of Michigan.....	19
Section 10.9	Material Breach of Contract.....	19
Section 10.10	Appointment of Conservator/Trustee .....	19
Section 10.11	Academy Dissolution Account .....	20



Section 10.12	Obligations of the Academy.....	20
---------------	---------------------------------	----

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1	The Academy Budget .....	20
Section 11.2	Insurance .....	21
Section 11.3	Legal Liabilities and Covenant Against Suit .....	24
Section 11.4	Lease or Deed for Proposed Single Site .....	25
Section 11.5	Occupancy and Safety Certificates .....	25
Section 11.6	Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative.....	25
Section 11.7	Special Education.....	25
Section 11.8	Deposit of Public Funds by the Academy.....	25
Section 11.9	Nonessential Elective Courses .....	25
Section 11.10	Required Provisions for ESP Agreements .....	26
Section 11.11	Management Agreements .....	27

## **ARTICLE XII**

### **GENERAL TERMS**

Section 12.1	Notices .....	27
Section 12.2	Severability .....	28
Section 12.3	Successors and Assigns.....	28
Section 12.4	Entire Contract .....	28
Section 12.5	Assignment .....	28
Section 12.6	Non-Waiver.....	28
Section 12.7	Governing Law .....	28
Section 12.8	Counterparts .....	29
Section 12.9	Term of Contract.....	29
Section 12.10	Indemnification .....	29
Section 12.11	Construction.....	29
Section 12.12	Force Majeure .....	29
Section 12.13	No Third Party Rights .....	29
Section 12.14	Non-agency .....	29
Section 12.15	Reliance on Warranties.....	30
Section 12.16	University Board or PSAO General Policies on Public School Academies Shall Apply .....	30
Section 12.17	Survival of Provisions.....	30
Section 12.18	Information Available to the Public.....	30
Section 12.19	Termination of Responsibilities.....	30

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

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

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

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

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

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

## **ARTICLE I**

### **DEFINITIONS**

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

- (a) “Academy” means the Michigan nonprofit corporation named Detroit Academy of Arts and Sciences which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies.
- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy.

- (e) “Authorizing Resolution” means the Resolution adopted by the University Board on August 6, 2012.
- (f) “Public Schools Academy Office Director or “PSAO Director” means the person designated by the University to administer the operations of the Public Schools Academy Office.
- (g) “Public Schools Academy Office” or “PSAO” means the office designated by the University as the initial point of contact for public school academy applicants and public school academies authorized by the University. The Public Schools Academy Office is also responsible for administering the University’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.
- (j) “Director” means a person who is a member of the Academy Board of Directors.
- (k) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the PSAO Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Director, and is consistent with the PSAO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (l) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Public Schools Academy Office Director that apply to a Management Agreement. The Public Schools Academy Office Director may, at anytime and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (m) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.

- (n) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the PSAO Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Director.
- (o) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Public Schools Academy Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Public Schools Academy Office Director may, at anytime and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (p) “President” means the President of Oakland University or his or her designee.
- (q) “Resolution” means the resolution adopted by the University Board on August 6, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.
- (r) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (s) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (t) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated, August 20 2012, Issued by the Oakland University Board of Trustees to Detroit Academy of Arts and Sciences Confirming the Status of Detroit Academy of Arts and Sciences as a Public School Academy.”
- (u) “University” means the Oakland University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.

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

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

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

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

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

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

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD**

Section 2.1. Constitutional Status of Oakland University. Oakland University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University voluntarily exercises additional powers given to it under the Code. Nothing in this Contract shall be deemed to be any waiver of the University's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University.

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

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

Oakland University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

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

### **ARTICLE III**

#### **ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY**

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

Section 3.2. University as Fiscal Agent for the Academy. The University is the fiscal agent for the Academy. As fiscal agent, the University assumes no responsibility for the financial condition of the Academy. The University is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the University shall promptly, within ten (10) business days of receipt or as otherwise required by Applicable Law, forward to the Academy all state school aid funds or other public or private funds received by the University for the benefit of the Academy. The responsibilities of the University, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

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

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

Section 3.5. University Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University or its designee. The Academy shall submit a written request to the PSAO Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The request will be submitted by the PSAO Director for consideration and determination made by the University or its designee.

Section 3.6. Authorization of Employment. The University authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of Oakland University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and, (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees.

Section 3.7. PSAO Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the PSAO Director, as designee of the University, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the PSAO Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Public Schools Academy Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Public Schools Academy Office may request. Unless the PSAO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the PSAO Director shall notify the Academy if the proposed transaction is disapproved. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the PSAO Director. By not disapproving a proposed transaction, the PSAO

Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

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

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

## **ARTICLE IV**

### **REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a



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

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

- (a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant or independent contractor of an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school; and
- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University.

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, or spouse:
  - (i) Is employed by the Academy;
  - (ii) Works at or is assigned to the Academy;

- (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company.

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

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

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

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

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

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

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and

Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the Public Schools Academy Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Public Schools Academy Office;
- (b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University may reasonably request;
- (c) an annual education report in accordance with the Code;
- (d) an bi-annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Public Schools Academy Office Director; and
- (e) all tests required under Applicable Law.

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

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. In accordance with the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Public Schools Academy Office.

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

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the PSAO a contract amendment, in a form and manner determined by the PSAO. The contract amendment shall include all information requested by the PSAO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. If approved the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

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

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

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

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Public Schools Academy Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7 by contract amendment pursuant to Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

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

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

### **COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS**

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

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

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

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

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

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

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

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

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

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

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

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

## **ARTICLE IX**

### **AMENDMENT**

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

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University through its designee. The University, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University delegates to the President of the University the approval of amendments to the Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the University upon a majority vote of the Academy Board.

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

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the University, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University shall conform to and be carried out in accordance with the change in Applicable Law.

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

## **ARTICLE X**

### **CONTRACT TERMINATION, SUSPENSION, AND REVOCATION**

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

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

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

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

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

- (a) Public Schools Academy Office Director Action. If the PSAO Director determines that reasonable cause exists to believe that the Academy Board (i) has placed staff or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6; (v) has willfully or intentionally violated this Contract or



Applicable Law; or (vi) has violated Section 10.5(e) or (f), the PSAO Director may immediately suspend the Contract, pending completion of the revocation procedures set forth in Section 10.6.

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

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

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

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

In addition, the Contract may be revoked by the University pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (b) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;

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

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

- (a) Notice of Intent to Revoke. The PSAO Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- (b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the PSAO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to

support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the PSAO Director prior to a review of the Academy Board's response.

- (c) Plan of Correction. The PSAO Director shall review the Academy Board's response and determine whether the plan for correcting the deficiencies is reasonable ("Plan of Correction") and may adopt, modify or reject any of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the PSAO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.
- (d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the PSAO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board or a conservator/trustee to take over operations of the Academy. The PSAO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- (e) Effective Date of Revocation. If the University determines to revoke the Contract, the revocation shall be effective on the date of the University act of revocation, or at a later date as determined by the University. Notwithstanding any provision contained herein to the contrary, the decision of the University to revoke or terminate this Contract is exclusively and absolutely within the discretion of the University, is final and is not subject to review by any court of the State, or otherwise.
- (f) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University after a decision by the University to revoke the Contract, may be withheld by the University or returned to the Michigan Department of Treasury upon request.

Section 10.7. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Oakland County, Michigan, the Michigan Court of Claims or the Federal District Court for the

Eastern District of Michigan – Detroit. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.7. This Section 10.7 shall not in any way be interpreted as an exception to the Academy’s covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.8. Automatic Amendment or Revocation by State of Michigan. If the University is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6A of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice includes all of the Academy’s existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University or the Academy. The University’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University shall forward a copy of the State’s Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in the State’s Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education with a copy to the PSAO.

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

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

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

Section 10.11. Academy Dissolution Account. If the University terminates, revokes or fails to issue a new Contract to the Academy, the PSAO Director shall notify the Academy that, beginning thirty (30) days after notification of the University's decision, the University shall direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the PSAO Director's notice, the Academy Board Treasurer shall provide the PSAO Director, in a form and manner determined by the PSAO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

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

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1. The Academy Budget. The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421, et seq. By July 1st of each year, the Academy Board shall submit to the Public Schools Academy Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 business days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Public Schools Academy Office.

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

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage can be occurrence or claim made. If Claims Made retroactive date must be same or before date of of the original University-Academy contract and longest available tail coverage must be purchased.</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Corporal Punishment coverage
	Must include Sexual Abuse and Molestation Coverage
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original University-Academy charter contract and longest available tail coverage must be purchased.</b>
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory Coverage
COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory Coverage
	<b>Higher limits will be required if PSA has its own buses</b>
COVERAGE	REQUIREMENTS
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits with \$1,000,000 Employer Liability Limits
	<b>NOTE: If PSA is leasing employees from ESP and does not have payroll, PSA must still carry workers' compensation coverage including Employers' Liability limits of</b>

	\$1,000,000.
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must include third party coverage
	\$500,000 limit
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	Can be Claims Made or Occurrence form but if Claims Made the longest available tail coverage must be purchased.
	\$2,000,000 limit with an unlimited aggregate or \$4,000,000 limit and aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory Coverage
	All coverages have to be included in Umbrella that are in General Liability, Automobile and E&O. Note: if Academy purchases additional Umbrella limits to meet the \$1,000,000 and \$3,000,000 for E&O then it must be in addition to the required Umbrella limits.
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

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

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

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

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

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

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage. Coverage can be Occurrence or Claims Made. If Claims Made retroactive date must be same or before date of original University-Academy charter contract and longest available tail coverage must be purchased.</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Corporal Punishment coverage
	Must include Sexual Abuse and Molestation coverage
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form.
	<b>If Claims Made, Retroactive Date must be the same or before date of original University-Academy charter contract and the longest available tail coverage must be purchased.</b>
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory Coverage
COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
COVERAGE	REQUIREMENTS



<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits with \$1,000,000 Employer Liability Limits
	<b>NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.</b>
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must include third party coverage
	\$500,000 limit
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	<b>Can be Claims Made or Occurrence form but if Claims Made the longest available tail coverage must be purchased.</b>
	<b>\$2,000,000 limit with an unlimited aggregate or \$4,000,000 limit and aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>University must be included as Additional Insured with Primary and Non-Contributory Coverage</b>
	<b>All coverages have to be included in Umbrella that are in General Liability, Automobile and E&amp;O. Note: if Academy purchases additional Umbrella limits to meet the \$1,000,000 and \$3,000,000 for E&amp;O then it must be in addition to the required Umbrella limits.</b>
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

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

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

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the Oakland University Board of Trustees, Oakland University or any other authorizing body, or to enter into a contract that would bind the Oakland University Board of Trustees or Oakland University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school

aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the Oakland University Board of Trustees, Oakland University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The Oakland University Board of Trustees and Oakland University do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the Oakland University Board of Trustees or Oakland University, or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

Section 11.4. Lease or Deed for Proposed Single Site. The Academy shall provide to the Public Schools Academy Office copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to an Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to article IX of these Terms and Conditions.

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

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative. The Academy shall comply with Section 1230 and 1230a of the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with Section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. The Academy shall comply with Sections 1230c through 1230g of the Code. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an educational service provider contracting with the Academy.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy.

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL

388.1166b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into this Contract as an amendment pursuant to Article IX of these Terms and Conditions.

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

“Indemnification of Oakland University. The parties acknowledge and agree that the Oakland University Board of Trustees, Oakland University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Oakland University, which arise out of or are in any manner connected with Oakland University Board of Trustees’ approval of the Academy’s application, Oakland University Board of Trustees’ consideration of or issuance of a Contract, the Academy Board’s or the Educational Service Provider’s preparation for and operation of the Academy, or which are incurred as a result of the reliance by Oakland University, Oakland University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.”

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

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

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

“Compliance with Section 12.18 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations Section 12.18(a) of the Contract Terms and Conditions.”

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Public Schools Academy Office in a form and manner consistent with the ESP policies of the Public Schools Academy Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Public Schools Academy Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without the need for any amendment under Article IX of these Terms and Conditions. The Public Schools Academy Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Public Schools Academy Office in the same form and manner as a new Management Agreement.

## **ARTICLE XII**

### **GENERAL TERMS**

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

If to the Oakland University Board of Trustees:	PSAO Director Oakland University 420J Pawley Hall Rochester, Michigan 48309
If to the University General Counsel:	General Counsel Oakland University 203 Wilson Hall Rochester, MI 48309
If to the Academy:	Academy Board President Detroit Academy of Arts and Sciences 2985 E. Jefferson Ave. Detroit, MI 48207

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

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for three (3) years until June 30, 2015, unless sooner terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the Oakland University Board of Trustees, Oakland University and its Board of Trustees members, officers, employees, agents, representatives, students or volunteers in their official and personal capacities harmless from and against any and all claims, demands, suits, damages, judgments or liabilities, losses or expenses, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University's receipt, consideration or approval of the Application, the University's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University as an authorizing body under Part 6A of the Code, the University's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

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

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

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

Section 12.15 Reliance on Warranties. The Academy represents and warrants, intending the University to rely thereon, that it is and will remain in compliance with Applicable Law and each provision of this Contract. The Academy further represents and warrants, intending the University to rely thereon, that it has obtained and will maintain all the licenses, authorizations and permits necessary in connection with the performance of its obligations under this Contract.

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

Section 12.17. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

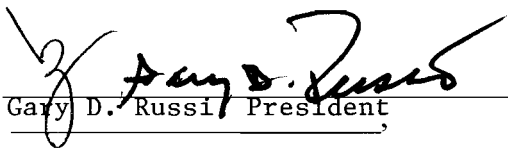
Section 12.18. Information Available to the Public.


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

Section 12.19. Termination of Responsibilities. Upon termination or revocation of the Contract, the University or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

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

**OAKLAND UNIVERSITY  
BOARD OF TRUSTEES**

By: \_\_\_\_\_  
Gary D. Russi, President

Date: , 2012

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

**DETROIT ACADEMY OF ARTS AND SCIENCES**

By: \_\_\_\_\_  
\_\_\_\_\_, Academy Board Designee

Date: \_\_\_\_\_, 2012



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: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_, 2012

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

**DETROIT ACADEMY OF ARTS AND SCIENCES**

By: Sharon Heatherson  
President, Academy Board Designee

Date: 8/13, 2012

**CONTRACT SCHEDULES**

Schedules

Articles of Incorporation.....1

Bylaws.....2

Fiscal Agent Agreement.....3

Oversight Agreement.....4

Description of Staff Responsibilities.....5

Physical Plant Description.....6

Required Information for Public School Academy.....7

**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**

# ***Michigan Department of Licensing and Regulatory Affairs***

## ***Filing Endorsement***

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

***DETROIT ACADEMY OF ARTS AND SCIENCES***

***ID NUMBER: 747627***

***received by facsimile transmission on September 25, 2012 is hereby endorsed  
Filed on September 25, 2012 by the Administrator.***

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



***In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 25TH day  
of September, 2012.***

A stylized, handwritten signature in black ink, appearing to read "A. Schaefer".

***Director***

***Bureau of Commercial Services***

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
DETROIT ACADEMY OF ARTS AND SCIENCES  
(For Use by Domestic Nonprofit Corporations)**

1. These Amended and Restated Articles of Incorporation are executed pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6A of the Revised School Code, as amended (the "Code"), being MCL 380.501 et seq.
2. The present name of the corporation is Detroit Academy of Arts and Sciences.
3. The identification number assigned by the Bureau is 747627.
4. All of the former names of the corporation are: N/A
5. The date of filing the original Articles of Incorporation was April 4, 1997.
6. The following Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation, as amended and/or restated, and shall be the Articles of Incorporation of the corporation:

**ARTICLE I**

The name of the corporation is: Detroit Academy of Arts and Sciences.

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

**ARTICLE II**

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

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a contract to charter a public school academy ("Contract") authorized under the Code.

### ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: \$0.00

Personal Property: None

The valuation of the foregoing assets was as of June 30, 2003.

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

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

### ARTICLE IV

The address of the registered office is 2985 E. Jefferson Ave., Detroit, Michigan 48207.

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

The name of the resident agent at the registered office is Mr. Walter Jones.

### ARTICLE V

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

### ARTICLE VI

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in section 7 of Act No. 170 of the Public Acts of 1964, MCL 691.1407.

### ARTICLE VII

Before the issuance of a Contract to the corporation by the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

### **ARTICLE VIII**

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

### **ARTICLE IX**

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

### **ARTICLE X**

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

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

### **ARTICLE XI**

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

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

At any time and for any reason, the University Board or an authorized designee may propose changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate to an officer of the corporation the review and negotiation of changes or amendments to these Articles of Incorporation. The

Articles of Incorporation shall be amended as requested by the University Board upon a majority vote of the corporation's Board of Directors.

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

## **ARTICLE XII**

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

## **ADOPTION OF ARTICLES**

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

**[SIGNATURE PAGE FOLLOWS]**



*These Amended and Restated Articles of Incorporation were duly adopted on the 10th day of September, 2012, in accordance with the provisions of Section 642 of the Act. These Amended and Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation, and were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.*

*Signed this 10<sup>th</sup> day of September, 2012.*

By: Sharon Weatherspoon  
Print Name: Sharon Weatherspoon  
Print Title: President

DETROIT 25867-5 1256707v1

**CONTRACT SCHEDULE 2**

**BYLAWS**

**BYLAWS**  
**OF**  
**DETROIT ACADEMY OF ARTS AND SCIENCES**

**ARTICLE I**  
**NAME**

This organization shall be called Detroit Academy of Arts and Sciences (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 13th day of August, 2012.

  
Secretary

**CONTRACT SCHEDULE 3**  
**FISCAL AGENT AGREEMENT**

### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

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

#### **Preliminary Recitals**

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

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University or an officer or employee of Oakland University.

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

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

"State" means the State of Michigan.

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

## ARTICLE II

### FISCAL AGENT DUTIES

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

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

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

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

## **ARTICLE III**

### **STATE DUTIES**

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

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

## **ARTICLE IV**

### **ACADEMY DUTIES**

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

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

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

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

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

## **ARTICLE V**

### **RECORDS AND REPORTS**

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

## **ARTICLE VI**

### **CONCERNING THE FISCAL AGENT**

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


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

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

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

Acknowledgment of Receipt

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

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

Date: September 28, 2012



**CONTRACT SCHEDULE 4**  
**OVERSIGHT AGREEMENT**

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

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

#### **Preliminary Recitals**

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

"Agreement" means this Oversight Agreement.

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

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

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

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

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Public Schools Academy Office, as it deems necessary to fulfill the University Oversight Responsibilities, may undertake the following:

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

k. Take other actions, as authorizing body, as permitted or required by the Code.

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

a. Submit information to the Public Schools Academy Office in accordance with the Master Calendar of Reporting Requirements adopted by the Public Schools Academy Office. The Master Calendar may be amended from time to time as deemed necessary by the Public Schools Academy Office Director.

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

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

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

e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Public Schools Academy Office within ten (10) business days of submission .

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

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

h. Submit to the Public Schools Academy Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.

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

j. Submit annually to the Public Schools Academy Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

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

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

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Public Schools Academy Office of any changes to the Academy Board public meeting schedule. All of the Academy Board's public meetings will be conducted in compliance with the Michigan Open Meetings Act, MCL 15.261, et seq.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within ten (10) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Submit to the Public Schools Academy Office, the official enrollment of the Academy, once each semester after the official count date for the state of Michigan.

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

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

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

### **ARTICLE III**

#### **RECORDS AND REPORTS**

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

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

### **ARTICLE IV**

#### **MISCELLANEOUS**

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

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

## **ARTICLE V**

### TRANSPARENCY PROVISION

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

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

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Public Schools Academy Office
11. Copy of curriculum and other educational materials given to the Public Schools Academy Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)

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

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

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



**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

## **Description of Staff Responsibilities**

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

- Chief Executive Officer (CEO)
- School Principal
- Assistant Principal
- Lead Teacher
- Teacher
- Administrative Assistant
- Instructional Coach
- Academic Intervention Specialist
- Behavior Intervention Specialist
- Specialized Student Services Coordinator
- School Counselor
- Truancy Officer
- Parent Liaison
- Title 1 Coordinator
- At-Risk Tutor
- Technology Director
- Human Resources Manager
- Senior Account/Food Service Manager
- Central Office Assistant
- Registrar
- Maintenance/Boiler Operator

## Detroit Academy of Arts & Sciences

**Position Title:** CEO

**Funding Source:** General Fund

**Reports to:** This position reports to and is evaluated by the DAAS Board of Directors.

**Supervises:** All administrative, contractual, instructional and non-instructional personnel employed or contracted to DAAS

**Primary Responsibility:** To provide the operational and administrative leadership necessary to ensure the success of DAAS

**Responsibilities:**

- Provide leadership, direction and support to the implementation of the school's strategic plan;
- Collaboratively monitor student achievement;
- Evaluate direct-report staff performance twice yearly, and review the staff evaluation process performed by those direct reports;
- Structure and manage student recruitment, retention and enrollment processes;
- Monitor the completion and submittal of all reports due to federal, state and county authorities within the specified timelines;
- Monitor the completion and submittal of all reports due to the authorizer and bondholders; and
- Other duties and responsibilities as designated by the Board of Directors

**Physical Requirement:** Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated by the Board of Directors in accordance with provisions of the Board's policy on evaluation of personnel.

## **Detroit Academy of Arts & Sciences**

**Position Title: K-8 School Principal**

**Funding Source: General Fund**

**Position Reports to:** This position reports to and is evaluated by the Chief Executive Officer and the DAAS Board of Directors.

**Supervise:** All instructional and non-instructional personnel assigned to the school.

**Primary Responsibility:** To provide the instructional, operational and administrative leadership necessary to ensure the success of the assigned school.

**Preferred Qualifications:**

- ❖ Possess a minimum of a Master's degree in education with evidence of coursework in educational leadership
- ❖ Demonstrate experience in the management of school programs
- ❖ Show evidence of at least 8 years of appropriate teaching and administrative experience
- ❖ Demonstrate a strong leadership ability
- ❖ Possess certification as a School Principal in the State of Michigan
- ❖ Demonstrate the knowledge and ability to drive student achievement
- ❖ Possess excellent oral and written communications skills
- ❖ Demonstrate knowledge of current educational practice
- ❖ Demonstrate an understanding of curriculum structures and research-based best practices

**Position Responsibilities:**

- ❖ Provide leadership, direction and support to the implementation of the school's instructional and program plans
- ❖ Collaboratively monitor curriculum implementation and student achievement
- ❖ Evaluate instructional staff performance twice yearly
- ❖ Design and implement professional development experiences for staff that encourage and support their professional growth
- ❖ Ensure that continuous improvement is guided by student achievement standards, school performance standards and concrete data from state and local assessments
- ❖ Create a school climate that applauds academic and personal accomplishment through recognition activities
- ❖ Structure and manage student recruitment, retention and enrollment processes
- ❖ Engage parents and community in planning and implementing programs, immediately responding to concerns as they arise
- ❖ Create expanded educational options for the challenged learner
- ❖ Ensure the installation of a welcoming structure, attitude and process for receiving all parents and visitors to the building
- ❖ Maintain accurate and up-to-date cumulative records and progress reports/profiles for all enrolled students
- ❖ Efficiently manage school assets monitoring the school budget and maintaining financial records and inventories of school assets

- ❖ Complete and submit all reports due to federal, state and county authorities within the specified timelines
- ❖ Monitor building security and maintenance activities establishing clear performance expectations for safety, cleanliness as well as emergency procedures
- ❖ Regularly monitor the external and internal appearance of the school, addressing physical plant hazards, the egress and ingress of students and the aesthetic appeal of the school site
- ❖ Ensure the fair and equitable application of the school discipline code in the management of negative student behaviors
- ❖ Other duties and responsibilities as designated by the CEO of School Operations

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.



## **Detroit Academy of Arts & Sciences**

**Position Title: Assistant Principal**

**Funding Source: General Fund**

**Reports to:** This position report to and is evaluated by the School Principal.

**Preferred Qualifications:**

- ✓ Master's Degree in education.
- ✓ Three years teaching experience.
- ✓ Certification in one or more areas of education.
- ✓ Two years of administrative or supervisory experience is preferred.
- ✓ A background in appropriate level of the organization (elementary, middle, high).

**Position Goal:** The Assistant Principal assists the Principal in the performance of the various leadership responsibilities, which are attendant to the successful administration of the school unit. The specific duties which are assigned by the Principal and the decision-making authority related to such assignments are as established in the working relationship between the Principal and Assistant Principal.

**Position Responsibilities:**

- ❖ Ability to communicate well and to apply leadership skills within a shared decision-making model.
- ❖ Ability and willingness to follow directions given and to perform assigned duties in accordance with applicable guidelines, policies and procedures.
- ❖ Leadership qualities and excellent interpersonal skills.
- ❖ Sound educational philosophy and instructional competence.
- ❖ Knowledge and prior application of current information, theory and research in education.
- ❖ Knowledge of and prior successful experience working in a diverse setting.
- ❖ Risk taker willing to approach leadership through a change process with demonstrated competency.
- ❖ Ability to evaluate the instructional process.
- ❖ Commitment to innovation and creativity.
- ❖ Experience with a school-wide discipline program.
- ❖ Experience with a diverse student population.
- ❖ A background in computer technology.
- ❖ Knowledge and prior application or experience in improving academic achievement.
- ❖ The Assistant Principal may have the major responsibility for certain duties, which are ultimately the overall responsibility of the Principal. Among these may be:
  - ✓ Coordination and supervision of activities.
  - ✓ Evaluation of programs.
  - ✓ Evaluation of staff performance.
  - ✓ Responsibility for the safety, conduct, and general welfare of students.
  - ✓ Monitoring of student progress.
  - ✓ Responsibility for the safe operation of the physical plant and the general welfare of all students, staff, parents and patrons on or about the school site.
  - ✓ Selection, assignment, supervision and evaluation of instructional and non-instructional employees.

Assists the Principal in:

- ✓ Curriculum and program development and evaluation.
- ✓ Presentation of staff development and in-service for all employees.
- ✓ Development and implementation of school restructuring programs, consensus and team building models, interdisciplinary teams and shared decision-making.
- ✓ Development and management of sound fiscal practices.
- ✓ Development of management of master course schedules.

**Physical Requirement:** Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated by the School Principal in accordance with provisions of the Board's policy on evaluation of personnel.

## Detroit Academy of Arts & Sciences

**Position Title:** Lead Teacher

**Funding Source:** General Fund

**Reports to:** This position reports to and is evaluated by the School Principal

**Qualifications:**

- Certification in one or more core subject areas
- At least three to five years of successful teaching experience
- Proven record of excellence as a teacher
- Demonstrated ability to work collaboratively with staff
- Demonstrated ability to build positive parent relationships
- Demonstrated knowledge of the core curriculum requirements
- Skilled in classroom organization and classroom management
- Demonstrated skill in the use of technology in the classroom

**Position Goal:** In addition to their regular teaching responsibilities, the Lead Teacher provides team leadership to those teachers assigned to grade level or departmental subject areas.

**Responsibilities:**

- Provide mentoring support to newly appointed teachers assigned to their grade level or departmental team
- Monitor referrals to the Solution Team (RTI process)
- Work closely with the Curriculum Director and Instructional Coaches on the selection of curriculum materials and the implementation of instructional strategies
- Share Principal updates with their teaching teams
- Observe and support the classroom instruction of team members
- Facilitate opportunities for team members to observe each other
- Serve as an instructional resource to their team
- Work closely with teachers on the evaluation and management of students presenting academic or behavioral challenges in the classroom
- Work closely with the District Instructional Coach to support the implementation of I.E.P.'s for special education students
- Lead their teams in the utilization of assessment instruments to guide the instructional process
- Assist teachers in the process of differentiating instruction in the classroom
- Lead and support their team in the utilization of instructional technology
- Meet regularly with the Principal to discuss team level progress or challenges
- Other duties or responsibilities as identified by the Principal

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.



## Detroit Academy of Arts & Sciences

**Position Title:** Teacher

**Funding Source:** General Fund

**Reports to:** This position reports to the School Principal

**Preferred Qualifications:**

- ✓ BA, BS – preferably in subject area
- ✓ Michigan Teacher Certification
- ✓ Minimum of two years classroom experience with a satisfactory rating
- ✓ Positive recommendations from several individuals who know candidate well
- ✓ Willingness to specialize in a subject area
- ✓ Coherent, high-quality essay written in response to a question

**Position Goal:** The teacher is responsible for communicating knowledge to students in an interesting, stimulating, and effective manner. He or she will use a variety of instructional methodologies and curriculum resources to present material to students. The teacher will work as a team member, sharing common planning, professional development, curriculum design, and teaching responsibilities. Teachers will administer different forms of student assessments, communicate with parents and other team members about student progress, and plan for further instruction. They will be reflective about their own practice and act as a coach for their team members when necessary. Teachers will work to integrate technology into their teaching and professional activities.

**Position Responsibilities:**

- ❖ Implement DAAS district policies, procedures and school performance standards.
- ❖ Delivers instruction to include reading, writing, spelling, language, vocabulary, math, science, social studies, technology, counseling, study skills, health, problem solving, foreign language, physical education, and music.
- ❖ Determine instruction techniques, strategies, and methods
- ❖ Schedules activities
- ❖ Performs clerical duties such as copying, cutting, laminating, filing, word processing
- ❖ Teach and integrate writing with all disciplines.
- ❖ Prepare for instruction by developing and creating activities
- ❖ Provides feedback to parents regarding various student academic and discipline issues to include communicating with parents through phone calls, progress reports, and assessing comprehension of learning objectives.
- ❖ Plans for differentiated instruction of special needs students across content areas.
- ❖ Assess and evaluates performance, behavior, and progress of students to include keeping records of all attendance, grades, behavior documentation, and progress reports.
- ❖ Designing classroom, creating bulletin boards, disassembling classroom at end of year.

- ❖ Develops, reviews, revises and implements Individual Education Plans (IEP) for current and incoming students by collecting and analyzing data to include adjusting instruction based on assessment and determining correct assessment tools and appropriate level to use.
- ❖ Follow structured lesson plans with multiple components.
- ❖ Work closely with the Lead teacher to develop teaching skills.
- ❖ Collaborate with fellow teachers on curriculum and student needs.
- ❖ Administer and evaluate performance assessments in all disciplines.
- ❖ Supervises students in the classroom, cafeteria, and playground to include resolving conflicts.
- ❖ Investigates misconduct situations and determines appropriate action.
- ❖ Develop family-school relationships that foster academic achievement, encouraging parents to participate in the daily life of the school.
- ❖ Work on curriculum development and understanding, in addition to implementation.
- ❖ Integrate technology into instruction, planning and communication.
- ❖ Understand, implement, and support an inclusion model for students who are identified as having special needs.
- ❖ Serve on at least one building level committee.
- ❖ Act as a coach to other teachers on the team in areas of personal expertise.
- ❖ Design a physical environment that uses classroom spaces, walls, and room arrangements as learning resources to contribute to effective learning and communication.
- ❖ Create and manage a responsive learning environment that enables students to feel safe, to be creative, and to develop to their full potential.
- ❖ Use instructional and correct language that is positive and behaviorally descriptive to support the goals of the District.
- ❖ Mentor a tutor or intern, as needed.
- ❖ Solicit constructive feedback from Lead teachers, Curriculum Coordinators, and others who are observing instruction.
- ❖ Successful demonstration of teaching techniques and classroom management skills, as seen during classroom observations by principal.

**Physical Requirements:** Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

**Detroit Academy of Arts & Sciences**  
**K-8 Administrative Assistant**

**Position Title: K-8 ADMINISTRATIVE ASSISTANT**

**Funding Source: General Fund**

**Reports to:** This position reports to and is evaluated by the School Principal

**Preferred Qualifications:**

- High School Diploma
- Minimum 3 years office experience in a secretarial position
- Familiarity with office equipment such as computers, fax machines, calculators and photocopiers
- Proficient in Microsoft Office Suite (Word, PowerPoint, Excel, Outlook)
- Ability to create, compose, and edit written materials.
- Ability to communicate effectively with staff, students, parents and community
- Ability to multi-task and prioritize
- Strong interpersonal skills and the ability to work effectively within a team

**Position Goal:** Works closely with the Principal and staff to ensure daily functions related to the Principal's responsibilities are carried out in a professional and consistent manner. The Administrative Assistant plays a vital role in the school community. The Administrative Assistant will manage the flow of information within the school and will be responsible for maintaining all school records, as well as providing student information to other Districts upon request.

**Position Responsibilities:**

- ❖ Create and maintain a welcoming and efficient Principal's office that emphasizes organization, professionalism, courtesy, flexibility and teamwork.
- ❖ Assists the Principal with establishing and enforcing policies and procedures as established by the Academy.
- ❖ Provide all required administrative and clerical support to the Principal as requested in all aspects of its operations.
- ❖ Coordination of student registration; generation and compilation of registration packets, mailing out information to parents.
- ❖ Works closely with parents and staff on Principal's behalf to maintain positive flow of communication.
- ❖ Be knowledgeable about the school as well as the district; be familiar with key personnel, school board members and/or district staff.
- ❖ Responsible on an ongoing basis for typing memos, presentations and reports; newsletters, parent correspondence, answer telephone, and assisting instructional staff as needed.
- ❖ Maintain and be aware of school entrance/exits and emergency procedures
- ❖ Work closely with staff and health personnel to uphold school regulations.
- ❖ Assist Principal with parents, administration, etc. in maintaining a school atmosphere conducive to learning.
- ❖ Maintains daily count of student mobility; drops and adds.
- ❖ Responsible for ordering office supplies for the Academy with Principal's approval.

- ❖ Responsible for coordination of student pictures; scheduling, notification, receipt and delivery of pictures to the students.
- ❖ Responsible for incoming, outgoing, and interoffice mail, notices, flyers, directives, etc.
- ❖ Operate the postage machine; send and receive faxes.
- ❖ Assist with distribution of medications when necessary (trained by School Nurse)
- ❖ Any and all responsibilities assigned by the Building Principal and/or Central Office and approved through the CEO for the betterment of the Academy.

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel and Title I requirements.



# Detroit Academy of Arts & Sciences

**Position Title: Instructional Coach**

**Funding Source: Title I**

**Reports to:** This position reports to and is evaluated by the School Principal

**Preferred Qualifications:**

- Certification in one or more core subject areas
- At least five years of successful teaching experience
- A masters degree in curriculum and instruction
- Experience as a staff development presenter
- Proven record of excellence as a teacher

**Position Goal: The Instructional Coach will facilitate a change in the instructional practices of teachers to better diagnose student needs more analytically, to plan more productively and to teach more effectively.**

**Position Responsibilities:**

- ◆ Facilitate the use of research based teaching strategies and best practices to address the instructional delivery of teachers and the academic achievement of students
- ◆ Model particular teaching methods for teachers who are less familiar with specific instructional strategies or less confident about using them
- ◆ Assist teachers with the development and implementation of flexible instructional delivery, differentiated instruction and academic interventions for all levels of learners
- ◆ Keep abreast of current research and pedagogical practice as it relates to their assigned area of specialization
- ◆ Analyze, interpret and share data with staff to identify gaps in student learning and achievement; lead data reflection dialogues with instructional staff; facilitate study groups on core content areas; and provide individualized or small group intervention strategies
- ◆ Observe, coach and mentor teachers, providing feedback regarding all aspects of the learning environment: instruction, classroom management, and classroom organization
- ◆ Plan, organize and assist with conducting site-based workshops and job-embedded professional development experiences
- ◆ Collaborate with Lead Teachers and the administration to plan, develop, monitor and evaluate school level academic programs and intervention strategies and to assess student progress
- ◆ Assist teachers and the administration in assessing student progress and attaining grade level standards and benchmarks
- ◆ Participate in grade level collaborative planning and School Improvement Team meetings

◆ Complete necessary reports and record keeping as required by State and local policies and procedures

◆ Work closely with all support service personnel to ensure the integration of services

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel and Title I requirements.

## Detroit Academy of Arts & Sciences

**Position Title: Academic Intervention Specialist**

**Funding Source: Title I**

**Reports to:** This position reports to and is evaluated by the School Principal

**Preferred Qualifications:**

- Valid Michigan Teaching certificate with emphasis on core content Instruction and/or curriculum
- Three to five years successful teaching experience
- Proven record of excellence as a classroom teacher
- Experience as a presenter in staff development programs
- Must possess curriculum knowledge and expertise

**Position Goal: The Academic Intervention Specialist is an experienced teacher who utilizes data to provide academic intervention to eligible students in individual or small group student settings.**

**Position Responsibilities:**

- ◆ Develop and implement an Academic Intervention Plan that aligns with grade level state standards and district benchmarks
- ◆ Provide differentiated instruction in reading and/or mathematics to individual students or small groups of students
- ◆ Understand the reading process, particularly comprehension, decoding, strategic reading, and the application of these skills
- ◆ Use data from standardized tests, diagnostic assessments and classroom grades to work cooperatively with classroom teachers to interpret students' strengths and weaknesses and assist in classroom intervention strategies
- ◆ Maintain required data on individual student progress and disseminate data and progress reports to the principal, teachers, and parents
- ◆ Communicate regularly with parents and staff regarding the academic progress of students
- ◆ Develop effective student educational experiences that engage and stimulate student learning. Varies instructional techniques to address diverse student learning styles
- ◆ Participate, if necessary, as a member of the Response to Intervention Team
- ◆ Encourage self-reliance, problem-solving, critical-thinking, creativity, and performance skills
- ◆ Complete necessary reports and record keeping requirements set by state and local policies and procedures
- ◆ Maintain a Title I eligible student caseload and service log

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel and Title I requirements.



## Detroit Academy of Arts & Sciences

**Position Title: Behavior Intervention Specialist**

**Funding Source: Title I**

**Reports to:** This position reports to and is evaluated by the School Principal

**Preferred Qualifications:**

- Bachelor's degree in education, sociology counseling or psychology
- Three to five years working with at risk youth or a related field
- Experience as a presenter in staff development programs
- Must possess curriculum knowledge and expertise

**Position Goal: The Behavior Intervention Specialist provides support to students, parents and school staff through the implementation of Behavior Intervention Plans and/or strategies to eliminate social, behavioral and emotional barriers impairing a student's educational progress.**

**Position Responsibilities:**

- ◆ Assess present developmental levels using data from intervention referral and school records to write Behavior Intervention Plans
- ◆ Assist students, parents and school staff with implementing Behavior Intervention Plans
- ◆ Collaborate with agencies, families, schools and others as needed to provide support and resources to students and parents
- ◆ Identify the barriers to learning that may negatively impact student behavior and academic performance
- ◆ Meet with students, in small group or individual settings
- ◆ Track student discipline and provide updates to parents, staff and school administration
- ◆ Encourage student self-reliance, problem-solving, critical-thinking, self-discipline, responsibility and wise decision making
- ◆ Utilize the School-wide Positive Behavior Support System to reinforce desired behaviors
- ◆ Make home visits as required
- ◆ Work only with students who qualify for Section 31a programs and services
- ◆ Complete necessary reports and record keeping requirements set by state and local policies and procedures
- ◆ Maintain a Title I eligible student caseload and service log

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel and Title I requirements.

## Detroit Academy of Arts & Sciences

**Position Title:** Specialized Student Services Coordinator

**Funding Source:** General Fund and IDEA

**Reports to:** This position reports to and is evaluated by the School Principal

**Preferred Qualifications:**

Valid certification in one or more areas of special education

Master's degree or its equivalent, representing extensive coursework in the principles and practices of special education; educational testing and measurement; the psychology of learning; counseling; and, the organization and administration of special education services

At least five years of successful teaching experience

**Position Goal:** Ensure that appropriate special education services are provided to DAAS students in accordance with federal, state and county requirements; and national best practices as it relates to least restrictive environment programming.

**Position Responsibilities:**

- ❖ Monitor and guide the development of a quality curriculum specifically designed to meet the needs of special education students and other challenged learners
- ❖ Review and validate the accuracy and completeness of all IEPs correcting any suspected non-compliance errors in form, content or service delivery
- ❖ Provide specific staff development opportunities for teachers that would assist and guide them in the development and utilization of instructional strategies that best serve the challenged learner
- ❖ Ensure that the RTI process is taking place in a manner that effectively evaluates the student's need for support services or special education placement
- ❖ Provide resolutions for special education appeals, complaints and student suspensions
- ❖ Develop appropriate inclusion programs and or identify referral options for severely impaired, low incidence population students
- ❖ Research and seek grant dollars for special education program funding
- ❖ Monitor special education student academic performance as well as the delivery of quality services to all identified special education students
- ❖ Participate in State and County special education administrator's meetings/workshops
- ❖ Conduct practical staff development experiences that will:
  - Support teachers in the implementation of effective classroom management and organization strategies

- Identify strategies for enhancing the academic skills of the slow learner in all subject areas, with an emphasis placed on reading and math
  - Identify strategies for behavior management and conflict resolution
  - Guide teachers in understanding child development and the learning process
  - Address the effective integration of students
- ❖ Ensure and monitor the delivery and quality of contractual itinerant services (evaluate or therapy) provided to DAAS students
  - ❖ Ensure the timely submission of special education reports
  - ❖ As necessary, implement specialized instructional programs ensuring the appropriate training of the staff responsible for delivering such services
  - ❖ Recruit qualified and certified instructional staff
  - ❖ Other duties and responsibilities as specified by the School Principal or the CEO

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.



## Detroit Academy of Arts & Sciences

**Position Title: School Counselor**

**Funding Source: At Risk 31 A**

**Reports to: This position reports to and is evaluated by the School Principal**

**Preferred Qualifications:**

Masters Degree or its equivalent, representing extensive course work in the principles and practice of educational guidance; educational testing and measurement; counseling; the organization and administration of guidance services; and the psychology of learning.

Valid certificate as a guidance counselor

Three years of successful counseling experience

**Position Goal:**

The school counselor helps students overcome problems that impede learning and to assist them in making educational, occupational, and life plans that hold promise for their personal fulfillment as mature and responsible men and women.

**Position Responsibilities:**

- ❖ Register students new to the school and orient them to school procedures and the school's varied opportunities for learning
- ❖ Participate in the Parent/Student Orientation process at the beginning of each school year
- ❖ Maintain student records and protect their confidentiality
- ❖ Complete Educational Development Plans in collaboration with the classroom teachers
- ❖ Assist teachers, the administration and Interventionists in the resolution of student adjustment problems
- ❖ Work with students on an individual basis or small group basis for the solution of personal problems, home and family relations, health, or emotional adjustment concerns
- ❖ Aid students in course and subject selection at the Middle School level
- ❖ Assist with the development of the Master Course Schedule
- ❖ Obtain and disseminate occupational information to students and to classes studying specific occupations
- ❖ Help students to evaluate career interests and choices
- ❖ Organize and conduct annual "Career Day" and "College Day" at the Middle School level
- ❖ Perform other duties as assigned by the Principal

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

## Detroit Academy of Arts & Sciences

**Position Title:** Truancy Officer

**Funding Source:** Title I

**Reports to:** This position reports to and is evaluated by the School Principal.

**Preferred Qualifications:**

- High School Diploma or equivalent
- Experience in working with children or in a family environment
- Excellent interpersonal and communication skills
- Working knowledge of the geographic layout of the Detroit community

**Position Goal:** The Truancy Officer monitors individual student attendance and works with the City's Court system in cases where a student's absences have been excessive.

**Position Responsibilities:**

- ❖ Investigate cases of unexcused and excessive absences and tardiness to determine the cause or influences negatively affecting attendance
- ❖ Enforce the provision of compulsory attendance laws, where required
- ❖ Issue warnings and file complaints against students, parents, or individuals with parental control in accordance with compulsory attendance laws, education codes, and Board policies -- referring them to the appropriate court, as appropriate
- ❖ Interpret and communicate compulsory attendance laws and school policy to parents and students
- ❖ Represent the school district in court hearings resulting from attendance problems
- ❖ Investigate cases of suspected "drop out" and retrieve textbooks and/or other school property
- ❖ Provide counsel to students and families related to attendance patterns
- ❖ Participate in District Hearings and RTI meetings, as required
- ❖ Connect families with community support resources as needed

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

## Detroit Academy of Arts & Sciences

**Position Title: Parent Liaison**

**Funding Source: Title I**

**Reports to:** This position reports to and is evaluated by the School Principal.

**Preferred Qualifications:**

Bachelor's Degree

Personal initiative and desire for responsibility

**Position Goal: The Parent Liaison will work to strengthen the relationship between DAAS parents/families and the school to improve the academic success of students**

**Position Responsibilities:**

- ❖ Provide Principal and School Improvement Team with support in the area of developing and implementing a School Parent Involvement Plan which would include strategies to help families support their children's education
- ❖ Build community networks that will support family cohesiveness and student development
- ❖ Coordinate all Title I district parent education programs
- ❖ Provide information to parents about the school's procedures, instructional programs and opportunities available to them in the Parent Resource Center
- ❖ Utilize multiple strategies to communicate with families and the community soliciting their involvement on school improvement committees and attendance at school events and parental activities
- ❖ Coordinate efforts to build the school's capacity to nurture and support effective parental involvement
- ❖ Ensure that parents are involved in planning, reviewing, and evaluating Title I programs and services
- ❖ Participate on the School Improvement Teams
- ❖ Manage the Parent Set-Aside budget
- ❖ Complete necessary reports and maintain records as required by State and local policies and procedures

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.



## Detroit Academy of Arts & Sciences

**Position Title:** Title I Coordinator

**Funding source:** Title I

**Reports To:** This position reports to and is evaluated by the Chief Executive Officer

**Preferred Qualifications:**

- Master's degree in education, curriculum and/or instruction
- Evidence of at least 5 years of school experience
- Excellent oral and written communications skills
- Demonstrated ability to work effectively with a diverse staff
- Demonstrated knowledge of current best educational practices

**Position Goal:** This position is responsible for the development, administration and implementation of Title I and other related entitlement grants, maintaining budget accountability and monitoring academic progress

**Position Responsibilities:**

- ◆ Write, monitor and submit all aspects of the district's Consolidated Grant application, professional development activities, school improvement and supplemental service plans
- ◆ Coordinate the program and fiscal aspects of Title I to meet the requirements of NCLB
- ◆ Assist the schools in the development and implementation of Title I school-wide projects
- ◆ Design and implement district-wide programs to address and utilize Title I funds for students who are poor achievers and evaluate the impact of the drop –out, failure and suspension rate of these students
- ◆ Supervise the tracking of Title I school allocations and budgets on a bi-monthly basis
- ◆ Monitor district and school expenditures to ensure compliance with federal and State regulations
- ◆ Facilitate After School and Summer School programs offered through Title I
- ◆ Conduct a self-monitoring process in Title I schools as required by the Michigan Department of Education
- ◆ Assist school personnel in resolving issues related to Title I and other federal programs
- ◆ Engage in a quarterly review of projects to ensure that program activities are consistent with State goals and objectives
- ◆ Participate in all State, federal and local workshops/meetings related to federal fund management
- ◆ Maintain all records documenting services provided for federal and state auditing purposes
- ◆ Performs other duties and responsibilities as assigned by the CEO that are related to Title I Programs

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel and Title I requirements.

## Detroit Academy of Arts & Sciences

**Position Title:** At –Risk Tutor

**Funding Source:** At Risk 31A funds

**Reports to:** This position reports to and is evaluated by the School Principal.

**Preferred Qualifications:**

Bachelor's Degree or college coursework

Experience in working with children

Demonstrated ability in working effectively with students and parents

**Position Goal:** The At Risk Tutor enhances the academic success of students by reinforcing basic reading and mathematics concepts and providing strategies to help students master concepts across the core content areas.

**Position Responsibilities:**

- ❖ Reinforce basic reading and mathematics skills through research-based programs and strategies
- ❖ Develop and implement individualized Student Academic Intervention Plans that align with grade level standards and district benchmarks
- ❖ Engage in academic activities with selected students in individual or small group settings
- ❖ Communicate regularly with parents and professional staff regarding the academic progress of students
- ❖ Develop effective educational experiences that respond to diverse student learning styles and engage and stimulate student learning with the utilization of technological tools
- ❖ Participate, as necessary, as a member of the school's Response To Intervention (RTI ) team
- ❖ Maintain accurate records of daily contacts and activities with students
- ❖ Encourage student self-reliance, confidence, problem-solving, critical-thinking, creativity and high academic performance
- ❖ Provide a support mechanism that resolves *behind pace* and *schedule* issues that are often faced by transitioning students
- ❖ Works only with students who qualify for 31A programs and services
- ❖ Complete necessary reports and record keeping as required by State and local policies and procedures

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel and 31A requirements.



# Detroit Academy of Arts & Sciences

**Position Title: Technology Director**

**Funding Source: General Fund**

**Reports To:** This position reports to and is evaluated by the Chief Executive Officer of School Operations.

**Preferred Qualifications:**

- ✓ Possess a Bachelor's Degree in education or educational technology
- ✓ Possess platform knowledge and experience related to instructional technology and managerial technology
- ✓ Provide evidence of experience in a k-12 educational setting
- ✓ Demonstrate experience in specialized technologies i.e., telecommunications, network security, WAN, LAN, multimedia and Help Desk operations
- ✓ Possess certification in infrastructure and intranet technologies

**Primary Responsibility:** To design, develop, implement and manage the district's instructional and managerial technologies.

**Position Responsibilities:**

- ❖ Provide leadership, direction and support to the District's Technology Team
- ❖ Oversee, develop and implement the District's Technology Plan in collaboration with district staff
- ❖ Provide technical support to the district's assessment and data gathering efforts
- ❖ Continuously seek to simplify procedures, improve system performance, increase dependability and to reduce district costs through technological applications
- ❖ Provide professional development experiences for parents, administrators and instructional staff covering all enterprise systems, especially in those areas related to curriculum and instruction
- ❖ Maintain the District's website
- ❖ Provide support to staff in integrating technology resources into lessons across the curriculum
- ❖ Stay abreast of current technologies to ensure that the district resources and systems are being utilized effectively
- ❖ Design and maintain state of the art computer laboratory settings
- ❖ Evaluate and purchase appropriate instructional and managerial technology
- ❖ Maintain all student information systems
- ❖ Supervise and evaluate the services of all assigned personnel

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel and Title I requirements.

## Detroit Academy of Arts & Sciences

**Position Title: Human Resource Manager**

**Funding Source: General Fund**

**Reports to:** This position reports to and is evaluated by the Chief Executive Director of School Operations.

**Preferred Qualifications:**

- ✓ Possess a BA or BS in Human Resources, Business Management or Organizational Development, or possess at least 3 years of experience in the field of human resources.
- ✓ Possess successful experience in employment law, employee relations and/or organizational planning.
- ✓ Possess excellent interpersonal skills.
- ✓ Possess effective oral and written communications skills.

**Position Goal:** To provide for the accurate and confidential maintenance of all district personnel files; ensure compliance with county, state and federal laws and accounting practices; and, to provide adequate and qualified personnel to meet the district needs

**Position Responsibilities:**

- ❖ Manage recruitment and employment activities related to the development sources of qualified applicants.
- ❖ Maintain and update personnel records according to state law.
- ❖ Maintain employee payroll data, fringe and health benefits records.
- ❖ Ensure legal compliance by monitoring and implementing applicable federal and state requirements as they relate to Personnel processes.
- ❖ Maintain a district-wide staffing table to show current filled positions, vacancies and certification status.
- ❖ Maintain updated Personnel surveys for all special education staff.
- ❖ Complete and submit all county, state and federal reports within specified timelines
- ❖ Maintain staffing trend data.
- ❖ Other duties and responsibilities as directed by the Chief Executive Officer of School Operations.

**Physical Requirement:** Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated by the School Principal in accordance with provisions of the Board's policy on evaluation of personnel.

## **Detroit Academy of Arts & Sciences**

**Position Title: Senior Account/Food Service Manager**

**Funding Source: General Fund**

**Reports to:** This position reports to and is evaluated by the Chief Financial Officer of School Operations.

**Preferred Qualifications:**

- ✓ Bachelor's Degree in Business or related field.
- ✓ Supervise/provide direction in the preparation, packaging and serving of food.
- ✓ Assists in maintaining proper care of equipment and kitchen sanitation.
- ✓ Act as money collector, making change and counting totals.

**Position Goal:** Perform complex financial and clerical work primarily involving the maintenance of financial or statistical records. Assist in the preparation and/or serving of food in a cafeteria. To maintain food service area(s), facilities and equipment in a clean and sanitary condition, and to perform related work as required.

**Position Responsibilities:**

- ❖ Reconciles school petty cash funds monthly and provides accounting entries to summarize results.
- ❖ Prepares monthly reports to the Michigan Retirement system.
- ❖ Reconciles the monthly health care billings to assure proper billing.
- ❖ Maintains completeness of the vendor files.
- ❖ Gathers, assembles, tabulates, checks and files, financial and statistical data.
- ❖ Keeps financial records and process documents involved in financial transactions.
- ❖ Makes arithmetical calculations.
- ❖ Operates various office machines.
- ❖ Stands for sustained periods of time
- ❖ Work efficiently during rush conditions.
- ❖ Count, add, subtract and tally series of numbers.
- ❖ Make change quickly and accurately.
- ❖ Understand and carry out oral and written instructions.
- ❖ Maintain cooperative relationships with those in contact within the course of work.

**Physical Requirements:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to stand, walk, use hands to finger, handle, or feel objects, tools, or controls, talk, hear or smell. The employee is occasionally required to reach with hands and arms, climb or balance and stoop, kneel, crouch, or crawl.

The employee must regularly lift and/or move up to 25 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated by the School Principal in accordance with provisions of the Board's policy on evaluation of personnel.



# Detroit Academy of Arts & Sciences

**Position Title: Central Office Assistant**

**Funding Source: General**

**Reports to: This position reports to the Human Resource Director**

## **Preferred Qualifications:**

- ✓ High School Diploma
- ✓ Minimum 3 years office experience in a secretarial position
- ✓ Familiarity with office equipment such as computers, fax machines, calculators and photocopiers
- ✓ Proficient in Microsoft Office Suite (Word, PowerPoint, Excel, Outlook)
- ✓ Ability to create, compose, and edit written materials.
- ✓ Ability to communicate effectively with staff, students, parents and community
- ✓ Ability to multi-task and prioritize
- ✓ Strong interpersonal skills and the ability to work effectively within a team

## **Position Goal:**

Works closely with the Human Resource Manager, Chief Executive Officer and Central Office staff members to ensure daily functions related to office responsibilities are carried out in a professional and consistent manner. The Central Office assistant plays a vital role in the school community. The Central Office assistant will manage the flow of information within the school and will be responsible for maintaining confidential records.

## **Position Responsibilities:**

- ❖ Create and maintain a welcoming and efficient office that emphasizes organization, professionalism, courtesy, flexibility and teamwork.
- ❖ Provides assistance with establishing and enforcing policies and procedures as established by the district.
- ❖ Provide all required administrative and clerical support to the HR, and the Central office staff as requested in all aspects of its operations.
- ❖ Maintains central filing system for personnel.
- ❖ Provide assistance with coordination of staff registration; generation and compilation of new hire/registration packets, mailing out information as deemed necessary.
- ❖ Be knowledgeable about the school as well as the district; be familiar with key personnel, school board members and/or district staff.
- ❖ Responsible on an ongoing basis for typing memos, presentations and reports; newsletters, answer telephone.
- ❖ Maintain and be aware of school entrance/exits and emergency procedures.
- ❖ Work closely with staff and health personnel to uphold school regulations.

- ❖ Assist with parents, administration, etc. in maintaining a school atmosphere conducive to learning.

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

## Detroit Academy of Arts & Sciences

**Position Title:** Registrar

**Funding Source:** General Fund

**Reports to:** This position reports to and is evaluated by the school Principal.

**Preferred Qualifications:**

- ✓ Associates Degree or equivalent preferred.
- ✓ Minimum 2 years office experience in a file driven environment.
- ✓ Familiarity with office equipment such as computers, fax machines, calculators and photocopiers.

**Position Goal:** To maintain the accuracy, security and consistency of procedures pertaining to the maintenance of academic and student records in the Registrar's office and Counseling Center. The Registrar plays a vital role in the Academy. The Registrar maintains a welcoming and efficient Registration Office that emphasizes organization, professionalism, courtesy and flexibility.

**Position Responsibilities:**

- ❖ Maintain all student records (with exception of Special Ed records).
- ❖ Assists the Principal with establishing and enforcing policies and procedures as deemed necessary.
- ❖ Processes new/returning enrollments on an ongoing basis and submits to Technology team for input in Zangle as needed.
- ❖ Responsible for the recording and maintenance and completion of requests for student records and/or transcripts.
- ❖ Coordinates on a continual basis with SIM and staff, regarding student admissions and/or withdrawals.
- ❖ Provides a weekly report to the Chief Executive Officer of all transcripts processed and requests for student records.
- ❖ Responsible for sending out communication to parents regarding missing student documentation, requests report cards, transcripts, etc.
- ❖ Assists with student registration as needed; generation and compilation of registration packets, mailing out information to parents.
- ❖ Assists Counselors in responding to student appeals regarding registration, grade changes, graduation requirements and substitutions of required courses.
- ❖ Works closely with parents and staff on Counselor's behalf to maintain positive flow of communication.
- ❖ Be knowledgeable about the Academy; be familiar with key personnel, school board members and executive staff.
- ❖ Maintain and be aware of school entrance/exits and emergency procedures.
- ❖ Provides administrative support and/or academic information to the Counseling Department as necessary.
- ✓ Assist Counselors with parents, administration, etc. in maintaining a school atmosphere conducive to learning.

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.



# Detroit Academy of Arts & Sciences

**Position Title: Maintenance/Boiler Operator**

**Funding Source: General Fund**

**Reports to:** This position report to and is evaluated by the school Principal.

**Preferred Qualifications:**

- ✓ Bachelor's Degree from an accredited institution and/or Boiler Operators License
- ✓ Three (3) years minimum experience in school construction or equivalent
- ✓ Valid Driver's License
- ✓ Positive interpersonal skills. Good communication skills. Trade skills.
- ✓ Ability to read blue prints
- ✓ Ability to understand verbal and written communications from Facilities & Maintenance Director and other building inhabitants.
- ✓ Computer knowledge.
- ✓ Ability to organize, prioritize, work without supervision and time management.

**Position Goal:**

To effectively maintain the facilities of the Academy by communicating effectively with the School Principal and complete all tasks assigned.

**Position Responsibilities:**

- ❖ Communicate effectively with Facilities & Maintenance Director and other building inhabitants.
- ❖ Communicate effectively orally and written
- ❖ Collaborate with schools and departments to set priorities to provide service(s).
- ❖ Evaluate work orders to determine priorities and time estimates
- ❖ Set high standards of performance for self and others.
- ❖ Keep abreast of trends and best practices in assigned area.
- ❖ Represent the Academy as requested or required.
- ❖ Perform other incidental tasks consistent with the goals and objectives of this position.

**Physical Requirements:** Light work- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

**Terms of Employment:** Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

**Evaluation:** Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

**PERSONNEL SERVICE PROVIDER AGREEMENT  
BETWEEN  
DETROIT ACADEMY OF ARTS AND SCIENCES  
AND  
ACADEMY MANAGEMENT COMPANY**

This Agreement ("Agreement") is entered into as of the 23<sup>rd</sup> day of August, 2011 by and between Academy Management Company, a Michigan nonprofit corporation formed pursuant to the Michigan Nonprofit Corporation Act (Public Act 162 of 1982, as amended), ("AMC") and Detroit Academy of Arts and Sciences, a body corporate and public school academy (the "Academy").

**RECITALS**

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

WHEREAS, the Academy and AMC desire to enter into an independent contracting relationship whereby AMC will be engaged to provide certain human resource related administrative services and employees required for the operation of the Academy's Business.

THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

**I. CONTRACTUAL RELATIONSHIP**

- 1.1 Authority. The Academy represents that it is authorized by applicable law to contract with a private entity for the provision of educational staff and personnel services to the Academy. The Board of Directors of the Academy (the "Board") is authorized by the Authorizer to supervise and control such Academy, and is invested with all powers necessary or desirable for carrying out the duties contemplated in this Agreement.
- 1.2 Status of the Parties. AMC is not a division, subsidiary or any 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 AMC. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. The parties agree that AMC shall be an independent contractor in the performance of this Agreement and shall not act as agent or representative of the Academy except as provided herein or as specifically authorized by the Board in writing. Notwithstanding the foregoing, the Academy designates the employees of AMC as agents of the Academy for the limited purpose of allowing them access to educational records under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA").

## **II. FUNCTION OF AMC**

- 2.1 AMC agrees to contract to the Academy and the Academy agrees to contract from AMC the Worksite Employees on the terms and conditions in this Agreement. "Worksite Employees" means all employees assigned to fulfill the Academy worksite job positions as are mutually agreed between the Academy and AMC from time to time, excluding the: Chief Executive Officer; Director of Curriculum; Director of Technology; Director of Finance; Manager of Food Services; Senior Staff Accountant and Registrar, who shall be employees of the Academy. AMC shall also provide and control all human resources, personnel, payroll, benefits and related administrative functions for Worksite Employees.
- 2.2 The Academy shall retain control over its business operations, instructional activity and all other matters, including but not limited to, the curriculum, books, equipment and educational supplies, state funding, finances and budgeting, parent relations, student achievement and guidance, student discipline, food, building and property management, transportation, sports and extracurricular activities, purchasing, public relations, Worksite Employee working conditions, and the assignment, direction and supervision of day to day work of Worksite Employees. Although the Academy shall retain control, AMC may be requested to assist with the supervision and management of the above business operations.
- 2.3 The Academy and AMC will consult with each other on personnel related issues including but not limited to: hiring, approving, implementing and supervising compliance with personnel policies, procedures and directives; and evaluating, supervising, disciplining and terminating; however AMC has ultimate control over these areas.

## **III. PERSONNEL SERVICES TO BE PROVIDED BY AMC**

- 3.1 Personnel Responsibility. AMC shall have the responsibility to provide all personnel necessary for the operation of the Academy as determined by the Board. The Board reserves the right to have AMC reassign any or all personnel placed at the Academy.
- 3.2 Principal. The Principal will be an employee of AMC and AMC will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The employment contract with the Principal will be determined by AMC. The Principal will hold all required certifications as required by the School Code or other applicable law.
- 3.3 Teachers. The Academy shall select the teachers for the operation of the Academy. AMC will employ and provide the Academy with such teachers. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy. Such teachers may, in the discretion of AMC, work at the Academy on a full or part time basis. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate or a valid teaching permit issued by the State Board of Education under the School Code, and have undergone a criminal records and unprofessional conduct check consistent with the

Contract and applicable state law, and as required under the School Code for people who work at a public school.

- 3.4 Support Staff. The Academy shall select the support staff for the operation of the Academy. AMC will employ and provide the Academy with such support staff. Such support staff may, in the discretion of AMC, work at the Academy on a full or part time basis. Each staff person assigned to the Academy shall be credentialed as may be required or permitted by applicable law and shall have undergone a criminal records and unprofessional conduct check consistent with the Contract and applicable state law, and, as required under the Code for people who work at a public school.
- 3.5 Employer of Personnel. All teaching and instructional and noninstructional personnel performing functions on behalf of the Academy shall be employees of AMC except that substitutes may be provided through a Board authorized subcontractor of AMC or the Academy. Compensation of all employees of AMC shall be paid by AMC. For purposes of this Agreement, "compensation" shall include salary, fringe benefits, and state, federal, local, and social security tax withholdings. AMC shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, AMC shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Evaluation and compensation systems administered by AMC shall comply with the Code and any other applicable laws. The Board must be informed of the level of compensation provided to employees of AMC assigned to the Academy and for those costs to be paid or reimbursed, they must have been included in a Board approved budget or budget amendment. AMC shall be responsible for conducting criminal record checks and unprofessional conduct checks on its employees, as if a public school consistent with state law. Teachers employed by AMC shall not be considered teachers for purposes of continuing tenure under MCLA 38.71 *et seq.*

#### **IV. PAYMENTS AND FEES**

- 4.1 Service Fees. The Academy shall pay an employee processing fee of fifteen (\$15) dollars per Worksite Employee employed by AMC as part of this Agreement.
- 4.2 Payroll and Related Expenses. The Academy and AMC agree that unemployment taxes, social security taxes, workers' compensation, Medicare and liability insurance and all compensation paid to Worksite Employees by AMC shall be considered pass-through costs and shall be invoiced by AMC to the Academy for payment.
- 4.3 Reimbursement. In addition to the Service Fees, the Academy shall budget and reimburse AMC without markup for any and all additional costs and expenses requested by AMC and approved by the Board in writing in advance.
- 4.4 Payment. AMC shall be advanced funds for payroll expenses no later than the second day preceding each payroll date for AMC's employees performing services at the



Academy. Said funds shall be deposited by the Academy into a payroll account designated by AMC. All other expenses incurred by AMC will be paid by the Academy by the 15th day of the month following the month the expenditure was incurred by AMC. Notwithstanding any other term or provision in this Agreement to the contrary, in the Board's discretion, the Academy may pay fees and advance funds to pay for costs incurred by AMC. However, documentation of all expenses paid with advanced funds must be presented to the Board for ratification / approval at regularly scheduled Board meetings. Reports submitted to the Board for review and approval shall include but not be limited to a detail of budget to actual revenues and expenditures with an explanation of variances and a detailed schedule of expenditures.

- 4.5 Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, AMC shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy, and AMC shall only be required to perform its responsibilities under this Agreement to the extent that AMC has received such revenues from the Academy pursuant to the terms of this Agreement to make payments required by the terms of this Agreement.
- 4.6 Continuing Liabilities. In the event that this Agreement is terminated, by either party, the Academy shall be responsible for any insurance or employment liabilities prepaid or incurred by AMC with respect to the Worksite Employees in the ordinary course on a pro rata basis through the date of termination. Such charges shall be paid by the Academy to AMC upon receipt of an invoice for such amounts.

## **V. FINANCIAL REPORTING**

- 5.1 Reports. AMC shall provide the Board with a projected annual budget of the costs of the personnel services to be provided to the Academy by AMC under this Agreement. AMC shall further provide other information on a periodic basis to enable the Board to monitor AMC's performance and the efficiency of AMC's personnel services provided to the Academy.
- 5.2 Access to Records. AMC shall keep accurate financial records pertaining to the personnel services provided to the Academy, together with all Academy personnel records prepared by or in the possession of AMC, and retain all of said records for a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. AMC and the Academy shall maintain the proper confidentiality of personnel and other records as required by law. All Academy financial records retained by AMC pertaining to the Academy shall be available to either the Academy or the Authorizer for inspection and copying upon reasonable request.
- 5.3 Year-End Reconciliation and Settlement. At the close of the fiscal year, AMC must provide a final account for Academy funds advanced to AMC and the expenditures of these funds by AMC to pay budgeted expenses. Based on that reconciliation, excess funds advanced to AMC shall be returned to the Academy, and a deficit of advanced

funds shall be reimbursed to AMC by the Academy within 30 days of the submission of the audited financial statements to the Michigan Department of Education.

## **VI. TERM AND TERMINATION OF AGREEMENT**

6.1 Effective Date. AMC shall provide services commencing on AUGUST 23, 2011 ("Effective Date"). This Agreement shall remain in full force and effect through and including JUN. 30, 2014 ("Initial Term").

6.2 Termination.

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

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

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

(d) Revocation or Termination of Contract. If the Contract is revoked, terminated or a new Contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically terminate on the same date as the Contract is revoked, terminated or expires without further action of the parties.

(e) Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the Initial Term, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year in which the notice of termination is issued.

## VII. INDEMNIFICATION

- 7.1 The Academy. To the extent permitted by law, the Academy agrees to defend, indemnify and hold harmless AMC, its officers, directors, shareholders, subcontractors, agents and employees from any claims made by Worksite Employees from any actions, conduct or omissions of the Academy or its officers, directors, shareholders, subcontractors, agents or employees. Such claims shall include, but are not limited to, charges of discrimination brought through the State Department of Labor, the Equal Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with Federal and State wage and hour laws, wrongful termination, discrimination, denial of due process or other employment related causes of actions resulting from employee discipline or termination. The Academy shall defend and indemnify AMC from employee claims of sexual harassment by the Academy. The duty to defend includes the right to select counsel and duty to pay actual attorney's fees incurred in defending such claims, and the duty to indemnify includes the duty to pay any award imposed by an administrative agency, judgment or settlement against AMC.
- 7.2 AMC. AMC agrees to defend, indemnify and hold harmless the Academy, its officers, directors, shareholders, subcontractors, agents and employees from any claims made by employees from any actions, conduct or omissions of the AMC or its officers, directors, shareholders, subcontractors, agents or employees. Such claims shall include, but are not limited to, charges of discrimination brought through the State Department of Labor, the Equal Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with Federal and State wage and hour laws, wrongful termination, discrimination, denial of due process or other employment related causes of action. AMC shall defend and indemnify the Academy from employee claims of sexual harassment by AMC. The duty to defend includes the right to select counsel and duty to pay actual attorney's fees incurred by the Academy in defending such claims, and the duty to indemnify includes the duty to pay any award imposed by an administrative agency, judgment or settlement against the Academy.
- 7.3 Authorizer. The parties acknowledge and agree that the University, its board of trustees, officers, employees, agents, students and volunteers ("University Indemnified") are deemed to be third party beneficiaries for purposes of this Agreement. AMC hereby promises to protect, save, indemnify, defend and hold harmless the University Indemnified from and against all demands, claims, actions, suits, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including without limitation property damage, personal or bodily injury to or death of any person, costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the University Indemnified, which arise out of or are in any manner connected with the approval of the Academy application, the consideration of or issuance of a Contract, AMC's preparation for or operation of the Academy, or which are incurred as a result of reliance by the University Indemnified upon information supplied by AMC,

or which arise out of the AMC's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against AMC to enforce its rights as set forth in this paragraph.

## **VIII. INSURANCE**

- 8.1 Insurance Coverage. The Academy shall maintain general liability insurance in the amount required by the Contract, with AMC as an additional insured and in any event, coverage in the minimum amounts as follows: Educators E&O with a 1 million dollar limit; EPLI with at least a 1 million dollar limit and which names AMC as an additional named insured; GL and Auto liability with a minimum of a 1 million dollar limit and which names AMC as an additional named insured and which provides that the GL includes abuse and molestation coverage with at least a 1 million dollar limit and which also names AMC as an additional, named insured. The Academy shall, upon request, present evidence to AMC that it maintains the requisite insurance in compliance with the provisions of this Article. AMC shall comply with any information or reporting requirements required by the Academy's insurer(s), to the extent reasonably practicable.
- 8.2 Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

## **IX. WARRANTIES AND REPRESENTATIONS**

- 9.1 Academy Warranties and Representations. The Academy represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of and performance under this Agreement.
- 9.2 AMC Warranties and Representations. AMC warrants and represents that it is a Michigan nonprofit corporation in good standing and is authorized to conduct business in the State of Michigan. AMC represents that it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement. AMC warrants that its actions have been duly and validly authorized, and that it will adopt and all resolutions or expenditure approvals required for execution of and performance under this Agreement.
- 9.3 Mutual Warranties. The Academy and AMC mutually warrant to the other that they have disclosed all pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## **X. MISCELLANEOUS**

- 10.1 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and AMC.

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

10.3 Notices. All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to:

Detroit Academy of Arts and Sciences  
Attn: Board President  
2260 Medbury  
Detroit, MI 48211

With a copy to:

Dickinson Wright PLLC  
Attn: George P. Butler, III  
500 Woodward Avenue,  
Suite 4000  
Detroit, MI 48226

If to:

Academy Management Company  
Attn: ANGELA A. AROVIA  
2115 L. 12-10-2016  
DETROIT, MI 48207

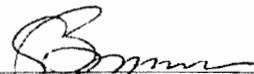
- 10.4 Severability. The invalidity of any of the covenants, phases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phase, or clause had not been contained in this Agreement.
- 10.5 Agreement in Entirety. This Agreement (including attachments, if any) constitutes the entire agreement of the parties.
- 10.6 Successors and Assigns. This agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 10.7 Assignment. This Agreement shall not be assigned by AMC without the prior written consent of the Board (which consent shall not be unreasonably withheld) or by the Board without the prior written consent of AMC (which consent shall not be unreasonably withheld), provided that AMC may, without the consent of the Board, delegate the performance of but not responsibility for and duties and obligations of AMC hereunder to any independent contractor, expert or professional adviser.
- 10.8 Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum or written amendment approved by the Board and signed by both the President of the Academy and authorized officer of AMC.

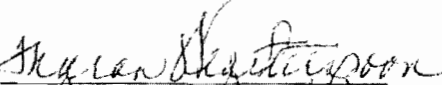
- 10.9 Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall any waiver constitute a continuing waiver unless otherwise expressly stated.
- 10.10 Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
- 10.11 Survival of Termination. All representations, warranties, and indemnities made herein shall survive termination of this Agreement.
- 10.12 Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations. The rights of the parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan.
- 10.13 Compliance with Academy's Contract. AMC agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Oakland University Board of Trustees. The provisions of the Academy's Contract, including any and all schedules and appendices thereto and all policies adopted by the Authorizer shall supersede any competing or conflicting provisions contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first set forth above.

ACADEMY MANAGEMENT COMPANY,

DETROIT ACADEMY OF ARTS  
AND SCIENCES,

By:   
Name: Andrea W. Bronson  
Its: AMC

By:   
Name: Board President  
Its: SHARON WEATHERSTON

DETROIT 25867-5 1208501v2

**CONTRACT SCHEDULE 6**  
**PHYSICAL PLANT DESCRIPTION**

## **PHYSICAL PLANT DESCRIPTION**

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

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



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: 2985 E. Jefferson Ave  
Detroit, MI 48207

Description: DAAS is housed in 3 buildings on E. Jefferson in Detroit, 2985 (West and East Buildings) and 3100 E. Jefferson. The K-6 buildings consists of over 120,000 square feet of space, which includes a gym, 3 cafeteria spaces, media center/computer lab, science lab, dance studio, storage, restrooms, offices and over 60 classrooms. The 7-8 grades are housed at 3100 E. Jefferson which is approximately 18,000 square feet and has 15 classrooms, including a media/computer center, storage, offices, and Arts room.

Configuration of Grade Levels: Kindergarten through Eighth Grade.

Term of Use: Term of Contract.

Name of the School District and Intermediate School District:

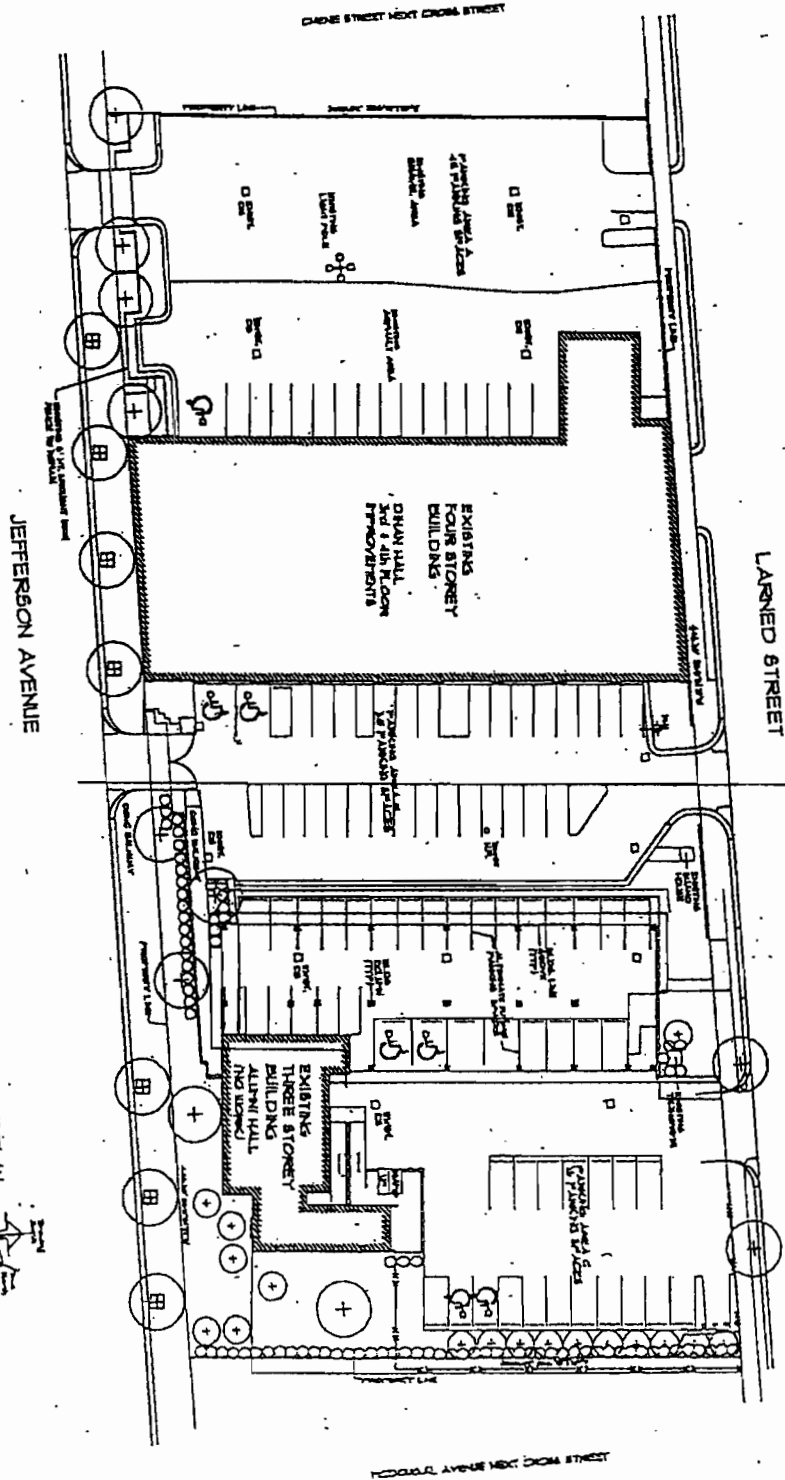
Local: Detroit Public Schools  
ISD: Wayne RESA

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.

# Jefferson Campus

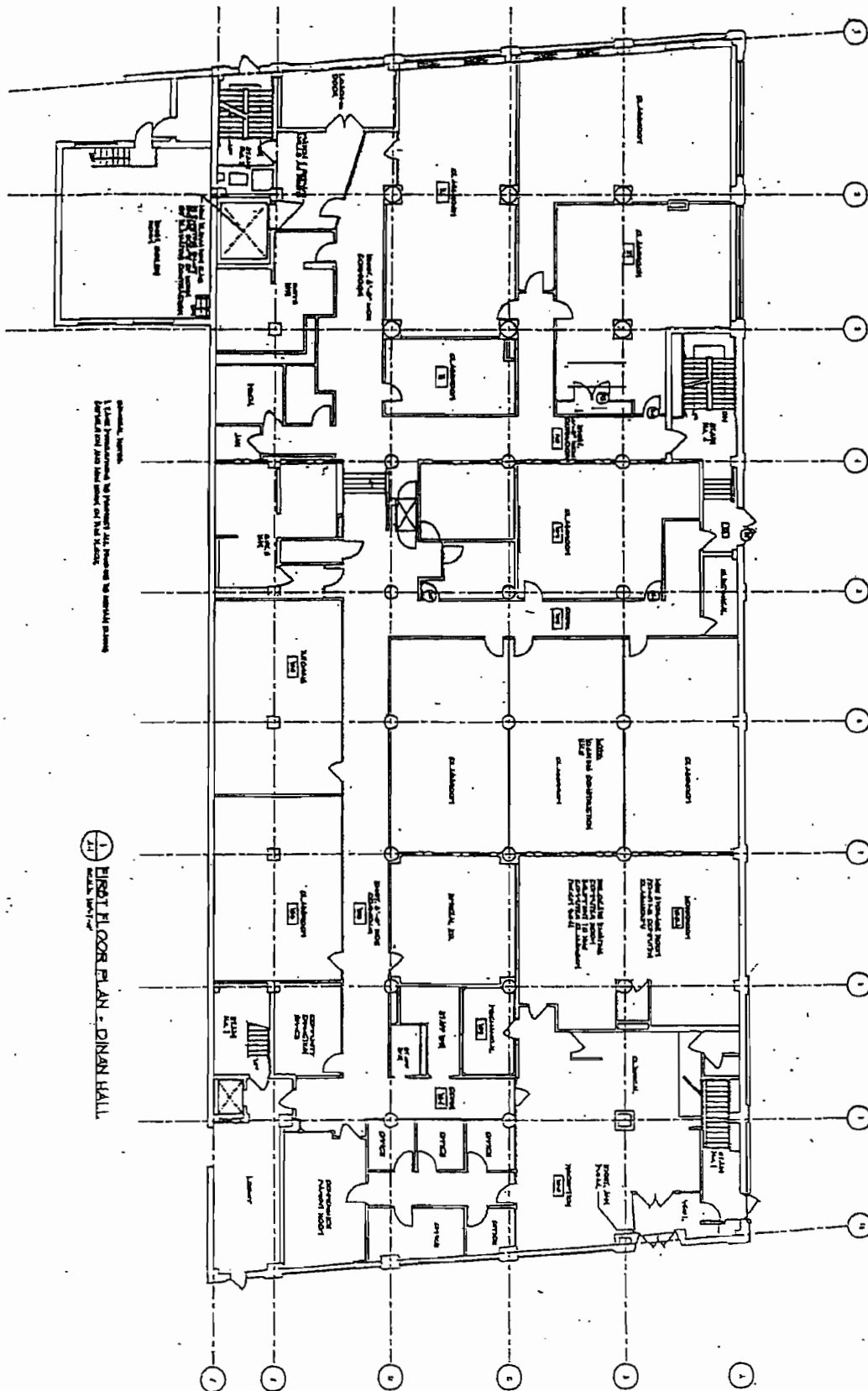


① EXISTING SITE PLAN  
MAINTAINED FOR REFERENCE ONLY



11/11/11  
11/11/11  
11/11/11  
11/11/11

## Jefferson Campus



①-1 FIRST FLOOR PLAN - DINING HALL.  
SCALE 1/8" = 1'-0"

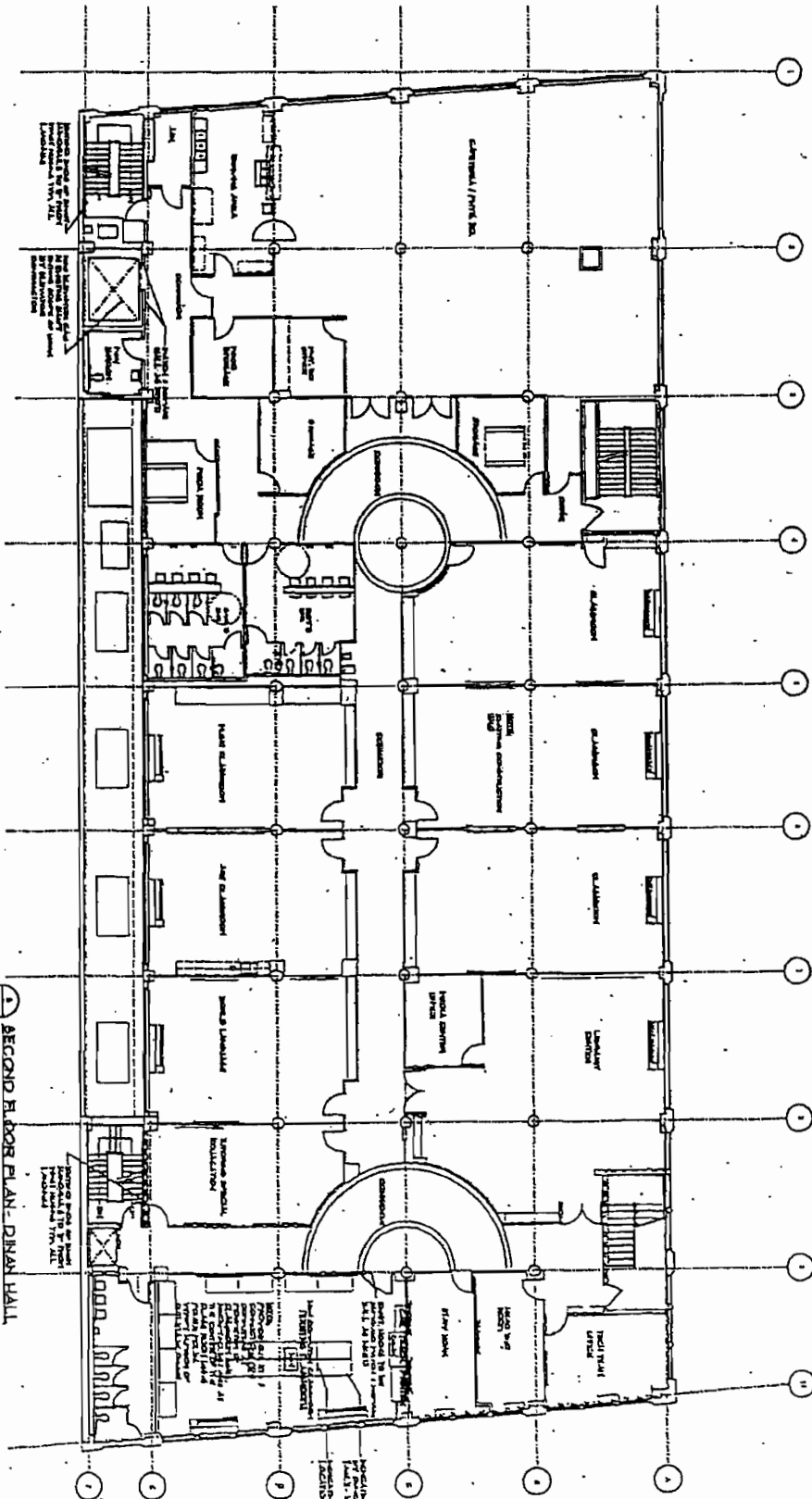
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Pre 1st Session /  
75-44-1000-1

Journal of Management Inquiry

[illegible]

## Jefferson Campus



② SECOND FLOOR PLAN - DINING HALL  
SCALE: 1/4" = 1'-0"

WELL TRIP #

[illegible]

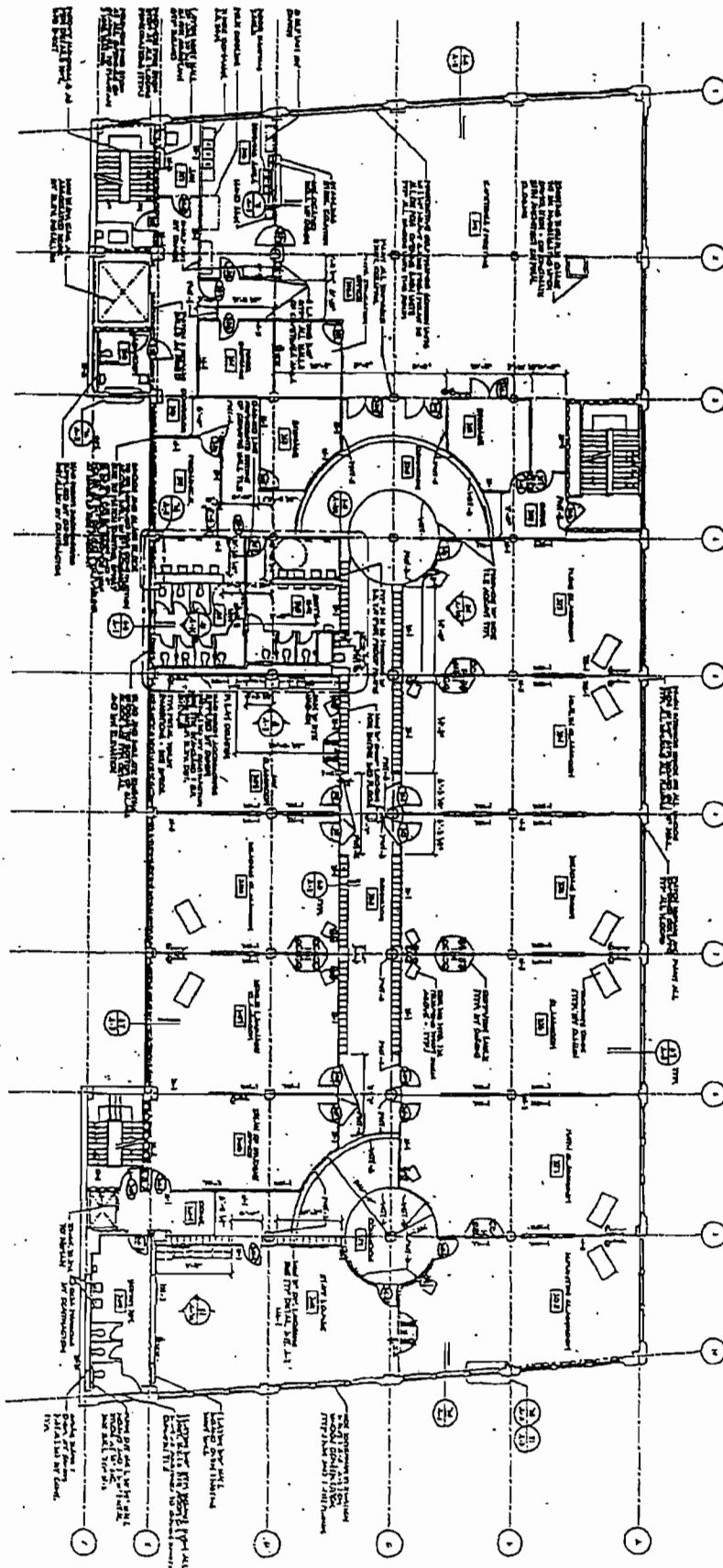
1. **Heart & Lung**  
 2. **Arteries**  
 3. **Veins**  
 4. **Capillaries**  
 5. **Valves**  
 6. **Pressure**  
 7. **Flow**  
 8. **Resistance**  
 9. **Regulation**  
 10. **Pathology**

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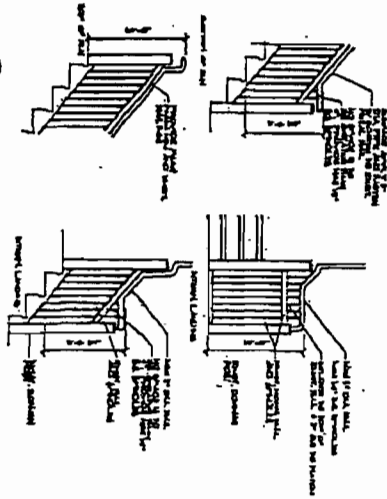
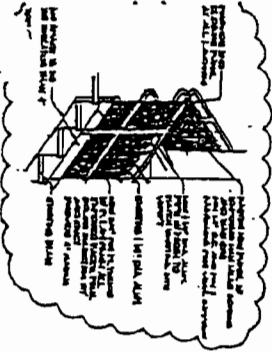
A full time investigation and clearance operation is being conducted by various law enforcement agencies for about 100,000 persons in the area of the investigation.

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# Jefferson Campus

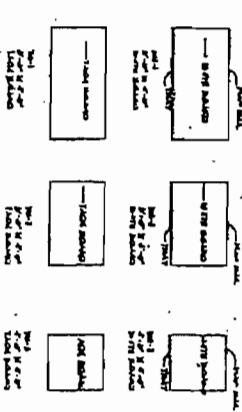


1100 FLOOR PLAN - DINING HALL



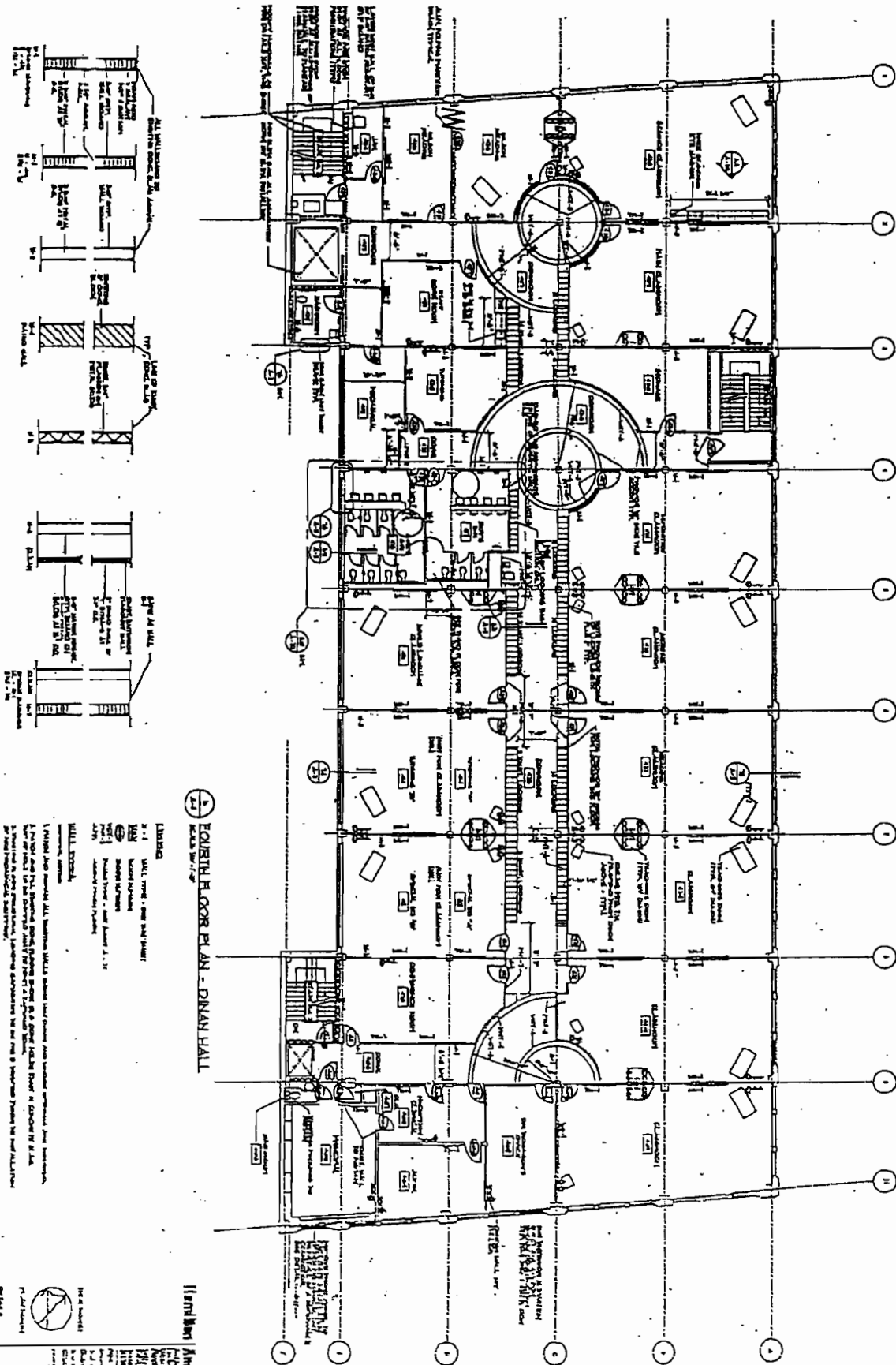
111 RAILING DETAIL A - STAIR NO. 2 LL

112 WALL BOARD TRACK BOARD ELEVATION



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Jefferson Campus



## Jefferson Campus

OFS-40  
CONSUMER AND INDUSTRY SERVICES  
OFFICE OF FIRE SAFETY REGION 1

Page 1 of 1

JAN 3 1998

## FIRE SAFETY INSPECTION/CERTIFICATION REPORT

4-00-1504-97

FACILITY NAME Detroit Academy Art/Sciences		DATE 12-19-97	COUNTY WAYNE	FM# [ ] OPEN [X] CLOSED
ADDRESS 2985 E. Jefferson Ave.		FACILITY TYPE school	RULES/CODES 89 Rules	JOB/LIC/FAC. NO. 2663
CITY Detroit	STATE MI	ZIP 48207	FACILITY REP. Thomas Edwards-Albert Kahn	INSP. TYPE Recheck

RULE#

## DESCRIPTION OF NON-COMPLIANCE

A recheck inspection at the above facility was conducted for Track 1 Phase 1 on the 1st floor Dinan Hall and 1st, 2nd, and 3rd floors of Alumni Halls and the last remaining items have been submitted and completed. This phase of the project is in compliance.

Albert Kahn Associates  
Thomas J. Edwards, AIA  
7430 2nd Ave.  
Detroit, Michigan 48202

Detroit Fire Department  
750 W. Larned Street  
Detroit, Michigan 48226

6-77

FIRE SAFETY CERTIFICATION		[ ] DISAPPROVAL
[X] FULL APPROVAL	[ ] TEMP. APPROVAL UNTIL	
DISTRIBUTION	INSPECTING OFFICIAL	ADDRESS
		TELEPHONE



## Jefferson Campus



State of Michigan  
John Engler, Governor

Department of Consumer & Industry Services  
Kathleen M. Wilbur, Director

Page 1 of 1  
OFS-40  
Office of Fire Safety  
General Office Building  
7150 Harris Drive  
Lansing, MI 48909-7504

PROPERTY NAME Detroit Academy of Arts & Science	DATE 12-8-98	COUNTY Wayne	PROJECT 880-98
ADDRESS 2985 E Jefferson	FACILITY TYPE School	RULES/CODES 89 School Rules	JOB/LIC/FAC. NO.
CITY, STATE ZIP CODE Detroit MI 48207	FACILITY REPRESENTATIVE Mr Mark Downer, Proj. Supr	INSPECTION TYPE Final	

AREAS REQUIRING COMPLIANCE:

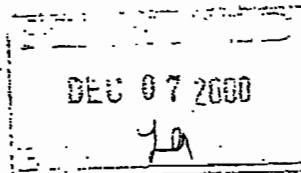
RE: This project is for the 2nd floor.

A final fire safety inspection of the above captioned project was completed this date. Deficiencies noted in our prior inspection reports have been satisfactorily corrected. This report may be considered as final approval of this project.

Mr Joseph Otis of the Detroit Department of Buildings informed me on 12-4-98 that the fire alarm electrical system has been approved.

Mr Mark Downer, Proj Supr  
Detroit Academy of Arts & Science  
2985 E Jefferson  
Detroit MI 48207

Hamilton Anderson Assoc.  
1435 Randolph Suite 200  
Detroit MI 48226



Detroit Fire Dept.  
250 W. Larned St.  
Detroit, MI 48226

☐

☐

FIRE SAFETY CERTIFICATION Full Approval		PROJECT STATUS CLOSED	REVIEWED BY 
REVISION y File LAD/HQ	INSPECTING OFFICIAL Patrick Tutak	ADDRESS 24155 Drake Rd Farmington, MI 48335	TELEPHONE 248.888.8765 FAX 248-888-8760
SIGNATURE OF OFFICIAL 			

Jefferson Campus



State of Michigan  
John Engler, Governor

Department of Consumer & Industry Services  
Kathleen M. Wilbur, Director

Page 1 of 1  
OFS-40  
Office of Fire Safety  
General Office Building  
7150 Harris Drive  
Lansing, MI 48909-7504

FACILITY NAME Detroit Academy of Arts & Science	DATE 3-22-00	COUNTY Wayne	PROJECT 0808-99
ADDRESS 2985 E Jefferson	FACILITY TYPE School	RULES/CODES School Rules	JOB/LIC/FAC. NO.
CITY, STATE ZIP CODE Detroit MI 48207	FACILITY REPRESENTATIVE Mr Reno Romagnoli, Proj Mgr	INSPECTION TYPE Final	

AREAS REQUIRING COMPLIANCE:

RE: The final inspection of renovation dry pipe sprinkler and soffit construction.

A final fire safety inspection of the above captioned project was completed this date. Deficiencies noted in our prior inspection reports have been satisfactorily corrected. This report may be considered as final approval of this project.

Ms D Westin, Principal  
313.259.8393

Mr Reno Romagnoli, Proj Mgr  
313.446.9293

Detroit Fire Department

Hamilton Anderson Assoc Inc  
313.964.0170

DEC 06 2000

LG

FIRE SAFETY CERTIFICATION		PROJECT STATUS	REVIEWED BY
Approved		Closed	
DISTRIBUTION	INSPECTING OFFICIAL	ADDRESS	
Facility File	Patrick Tutak	24155 Drake Rd	
CIS/HQ	SIGNATURE OF OFFICIAL	Farmington, MI 48335	
		TELEPHONE	248.888.8766 FAX 248-888-8760

Jefferson Campus



State of Michigan  
John Engler, Governor

Department of Consumer & Industry Services  
Kathleen M. Wilbur, Director

# Inspection Report

Page 1 of 1

OFS-40

Office of Fire Safety  
General Office Building  
7150 Harris Drive  
Lansing, MI 48909-7504

Web Site [www.cis.state.mi.us/fire](http://www.cis.state.mi.us/fire)

FACILITY NAME	DATE	COUNTY	PROJECT
Detroit Academy of Arts and Sciences	November 5, 2001	Wayne	0522-01
ADDRESS	FACILITY TYPE	RULESCODES	JOB/LIC/FAC. NO.
2985 E. Jefferson Ave	Charter School	School - 99	
CITY, STATE ZIP CODE	FACILITY REPRESENTATIVE	INSPECTION TYPE	
Detroit, MI 48207	S. Stokes	Re-Check Final	

Re: Renovate 3<sup>rd</sup> & 4<sup>th</sup> Floors

A recheck fire safety inspection was completed this date. Deficiencies noted in prior inspection reports have been satisfactorily corrected. This report may be considered as final approval of this project.

A. Pflaum  
313-237-2905

FIRE SAFETY CERTIFICATION		PROJECT STATUS	REVIEWED BY
Approved		Closed	
DISTRIBUTION	INSPECTING OFFICIAL	ADDRESS	24155 Drake Road
Facility File	Lawrence DeWachter	Farmington, Michigan 48334	
CIS/HQ Local FD	SIGNATURE OF OFFICIAL	TELEPHONE	248-888-8761
		FAX	248-888-8760
		E-MAIL	<a href="mailto:jerry.dewachter@cis.state.mi.us">jerry.dewachter@cis.state.mi.us</a>

Nov-12-04 03:30pm From-

FROM : EASTERN WAYNE COUNTY DEVELOPME FAX NO. : 3133726878

11/04/2004 14:32 13135962578

T-571 P.02/02 F-033

Nov. 11 2004 01:54PM P2

IFD FIRE PREVENTION

PAGE 02

CITY OF DETROIT  
FIRE DEPARTMENT

350 WEST LARNED  
DETROIT, MICHIGAN 48226

Harold L. Berry - Fire Marshal  
John Savinsky - Assistant Fire Marshal

Date: October 21, 2004

To: Nick Moschcaris - Building Manager

Firm Name: Jefferson Academy of Arts and Sciences

RE: **FIRE INSPECTION**

As per your request, a fire inspection was conducted at: 2985 E. Jefferson

The facility was inspected under M.F.P.A. 101 (2000) Chapter 15

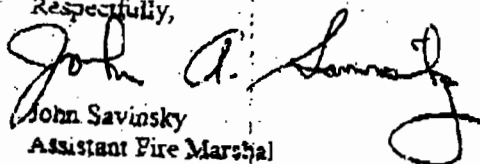
and the following conditions were found:

- Conditions Satisfactory ☒
- Served Notice of Violation ☐ Number # \_\_\_\_\_
- Referred Condition ☐ To: \_\_\_\_\_
- See Attached Information ☐

REMARKS: The fifth floor of the school is approved for staff occupancy only.  
Students are not permitted to occupy the fifth floor due to insufficient exits.

Inspector: Captain Darrell K. Saulsby

Respectfully,

  
John Savinsky  
Assistant Fire Marshal

ANDRE M. KILPATRICK, Mayor



State of Michigan  
John Engler, Governor

Department of Consumer & Industry Services  
Kathleen M. Wilbur, Director

## Inspection Report

Page 1 of 1

OFS  
Office of Fire Safety  
General Office Building  
7150 Harris Drive  
Lansing, MI 48909-7150

Web Site [www.cis.state.mi.us/](http://www.cis.state.mi.us/)

FACILITY NAME	DATE	COUNTY	PROJECT
Detroit Academy of Arts & Sciences	December 3, 2001	Wayne	1459-01
ADDRESS	FACILITY TYPE	RULES/CODES	JOB/LIC/FAC. NO.
2985 E. Jefferson Ave.	School	School - 99	
CITY, STATE ZIP CODE	FACILITY REPRESENTATIVE	INSPECTION TYPE	
Detroit, MI 48207	A. Pflaum	Re-Check Final	

Re: New Multi-Purpose Building

A final fire safety inspection was completed this date. There were no deficiencies. Full approval.

A. Pflaum  
Ferlito Construction  
810-779-1188

# COPY

Received 4/11/2002 1:15:  
PM By: LA

FIRE SAFETY CERTIFICATION		PROJECT STATUS	REVIEWED BY
Approved		Closed	
DISTRIBUTION	INSPECTING OFFICIAL	ADDRESS	
Facility File	Lawrence DeWachter	24155 Drake Road	
DATE	SIGNATURE OF OFFICIAL	TELEPHONE	
Local FD		248-838-8761	

**SCHEDULE 7**

**REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY**

**SECTION A**

**GOVERNANCE STRUCTURE**

## GOVERNANCE STRUCTURE

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and all public schools are subject to the leadership and general supervision of the State Board of Education; and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the Oakland University Board of Trustees ("University") has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy through its Board ("Contract").

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Oakland University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. **Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.**

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. **The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of this Contract.**

Pursuant to applicable law and the Terms and Conditions of this Contract, **including Article III, Section 3.6**, the Academy Board may employ or contract for personnel according to the position information outlined in **Schedule 5**. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Public Schools Academy Office.



**SECTION B**

**EDUCATIONAL GOAL AND RELATED MEASURES**

## EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide The Office of Public School Academies (“PSA Office”) with a written report, along with supporting data, assessing the Academy’s progress toward achieving this goal. In addition, the University expects the Academy will meet the State of Michigan’s accreditation standards and achieve Adequate Yearly Progress (“AYP”) pursuant to state and federal law.

### **Educational Goal to Be Achieved**

Prepare students academically for success in college, work and life.

### **Measures for Determining Goal Achievement**

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, The PSA Office will annually assess the Academy’s performance using the following measures.

### **Measure 1: Student Achievement**

The academic achievement of all students in grades 2-11, who have been enrolled for three\* or more years at the Academy, will be assessed using the following metrics and achievement targets:

Grade(s)	Metric	Achievement Targets
Grades 2-7	The average college readiness level based on scaled scores from the Performance Series® by Scantron® reading and math tests administered in the spring.	Students enrolled for three* or more years will on average achieve scaled scores equal to or greater than the grade-level achievement targets for reading and math identified in this schedule.
Grades 8-11	The average college readiness level based on subject scores from the Explore®, Plan® and ACT® tests by ACT, Inc. administered in the spring.	Students enrolled for three* or more years will on average achieve Explore, Plan and ACT subject scores equal to or greater than the achievement targets for reading, math, science, and English identified in this schedule.

\*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

## Achievement Targets

### Scantron Performance Series (PS) Targets

Grade	PS Reading Spring Target	PS Math Spring Target
2	2265	2191
3	2504	2380
4	2691	2497
5	2843	2615
6	2921	2733
7	2948	2800
8	3012	2890

### EXPLORE, PLAN, and ACT Targets

Grade/Test	Reading	Math	Science	English
8 - EXPLORE	15	17	20	13
9 - EXPLORE	16	18	20	14
10 - PLAN	17	19	21	15
11 - ACT	21	22	24	18

### Measure 2: Student Growth

The academic growth of all students in grades 3 through 11 at the Academy will be assessed using the following metrics and growth targets:

Grade(s)	Metric	Growth Targets
Grades 3-8	Growth made by students from fall-to-spring in reading and math as measured by scaled scores on the Performance Series by Scantron.	Students' fall-to-spring academic growth on average will demonstrate measurable progress toward the grade-level achievement targets for reading and math identified in the schedule.
Grades 8-11	Growth made by students in reading, math, science, and English as measured by subject scores on the Explore, Plan and ACT tests.	Students' academic growth between tests on average will demonstrate measurable progress toward the achievement targets for the grade-level subject scores in reading, math, science, and English identified in the schedule.

**SECTION C**

**EDUCATIONAL PROGRAMS**

## **Educational Program**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall implement, deliver, and support the educational programs identified in this schedule.

## **THE VISION STATEMENT**

The Detroit Academy of Arts & Sciences vision is to be a premier school district that is committed to providing quality education for all students. We will be recognized as a world class leader in education by providing a state of the art learning environment...

... where every student is given an opportunity to explore his or her interests and talents and to become a better analytical and critical thinker who is well rounded, self reliant, self sufficient, productive and life-long learner prepared to compete in and add value to a global society;

... where every teacher is highly qualified in his or her chosen field of expertise and possesses the passion, the proficiency and the professional commitment to guide students in reaching the highest academic standards;

... where every parent commits to a partnership that supports dialogue and empowers staff and students to succeed; and

... where every school site is safe and secure and provides an exciting, challenging, technologically advanced learning environment that is designed to deliver a comprehensive, creative, and innovative curriculum. It is our vision to make trends - not follow them.

## **THE BELIEFS and VALUES**

**We BELIEVE** that the world of tomorrow depends on how well we educate, challenge and nurture our children today.

**We PLEDGE** to promote education and principles of self-esteem, self-respect, self-discipline and respect for others, their diverse backgrounds, cultures and family structures.

**We COMMIT** to reduce barriers that prevent our children from learning and to create family and community networks that will support their development.

**We ENCOURAGE** families, citizens, community organizations, schools and government to join us in creating a safe and positive learning environment for all children.

## **THE MISSION STATEMENT**

The mission of the Detroit Academy of Arts & Sciences is to provide a high quality education in the arts and sciences that prepares our student to compete in a global society

## **CURRICULUM PHILOSOPHY**

Detroit Academy of Arts and Sciences School District provides a challenging curriculum to all Metropolitan Detroit area students regardless of economic or social circumstances. We offer a comprehensive curriculum that is inquiry and discovery based with a strong emphasis on the arts and sciences. While studying the core academics, our students are exposed to laboratory exploration and performing and visual arts. Our Kindergarten through twelfth grade learning experience not only aims to broaden students' knowledge base, but to cultivate and enhance their creativity. With technology embedded in evidence-based instructional practices, our program of study is designed to prepare students to be global citizens and lifelong learners.

## **CORE CONTENT**

The core content of Detroit Academy of Arts & Sciences School District is horizontally and vertically aligned to the Michigan Curriculum Framework. At each of our academies, all students receive core academic instruction in English Language Arts, Science, Mathematics, and Social Studies. In addition to the core subject areas, students have the opportunity to participate in Physical Education, Choir, Band, Art, Music, Astronomy, Forensic Science and a host of other "special" or elective courses. Our Instructional Framework is built upon evidence based strategies and practices that are designed to meet the needs of all students. Through inquiry and exploration based instructional strategies, students build essential critical thinking skills which are necessary for problem solving. Classroom instruction is delivered through a variety of technological means such as, Eno Boards (interactive white boards), graphing calculators, and online programs.

# Mathematics

Kindergarten	The big ideas for Kindergarten children are in the area of number sense. The expectations of Kindergarten emphasize counting, grouping, and ordering numbers. Teachers should emphasize meaning, naming, and patterns.	Numbers & Operations - Count, write, and order numbers; Compose and decompose numbers; Add and subtract numbers; Explore number patterns; Fractions
		Measurement – Explore concepts of time; Explore other measurement attributes
		Geometry – Create, explore, and describe shapes
		Data & Probability – Identify & interpret information in concrete and pictographs using one-to-one correspondences
First Grade	Children are asked to consolidate their counting knowledge, and to explore addition and subtraction as number operations. Students should be fluent with addition and subtraction facts up to 10+10 by the end of first grade. Measurement is introduced through time and money, and geometric ideas are based on children's experiences in the real world.	Number & Operations – Count, write and order numbers; explore place value; add and subtract whole numbers
		Measurement – Estimate and measure length; tell time; work with money; solve problems
		Geometry – Create and describe shapes; create and describe patterns involving geometric objects
		Data & Probability – Use Pictographs
Second Grade	Second graders continue with more sophisticated work in addition and subtraction of whole numbers, and begin conceptual development of multiplication and division. Children will be using strategies and algorithms to compute using whole numbers. Simple ideas about fractions are introduced. In geometry, children continue to learn about geometric shapes and their elements.	Number & Operations – Count, write and order numbers; understand place value; add and subtract whole numbers, understand the meaning of multiplication and division; work with unit fractions;
		Measurement –measure, add, and subtract length; tell time; measure weight; tell time and solve time problems; record, add and subtract money; read thermometers; solve measurement problems work with money; solve problems
		Geometry – Identify and describe shapes; use coordinate systems;
		Data & Probability – Create, interpret, and solve problems involving pictographs
Third Grade	In the third grade, students gain proficiency in addition and subtraction of whole numbers, and continue to develop meaning and computational skills in multiplication. At the end of third grade multiplication knowledge of the 10 x 10 multiplication table. Students are introduced to decimals through money. Measurement skills are closely related to an increased emphasis on ideas from geometry including developing meaning for area and perimeter.	Number & Operations – Understand and use number notation and place value; count in steps, and understand even and odd numbers; add and subtract whole numbers; multiply and divide whole numbers; problem-solving with whole numbers; understanding simple fractions, relation to the whole, and addition and subtraction of fractions; understand simple decimal fractions in relation to money;
		Measurement – Measure and use units for length, weight, temperature and time; understand and apply the meaning of area and perimeter in problems; estimate perimeter and area; solve measurement problems;
		Geometry – Recognize the basic elements of geometric objects; name and explore properties of shapes; explore and name three-dimensional shapes
		Data & Probability – Use bar graphs; probability (language and number combinations)
Fourth Grade	By the end of fourth grade students will have consolidated addition and subtraction of whole numbers, and will have done much in multiplication and division of whole numbers. Work in number also extends to fraction and decimal fractions, using limited sets of fractions as the basis for building meaning for equivalent fractions, addition, subtraction, and fraction as part of a set of objects. Work in measurement becomes more sophisticated with emphasis on units and conversion within systems of units. In order to allow for the development of Number and Operations, these are relatively few expectations in Geometry and Data and Probability.	Number & Operations – Understand and use number notation and place value; Use factors and multiples; Add and subtract whole numbers; Multiply and divide whole numbers; Read, interpret and compare decimal fractions; Understand fractions; Add and subtract fractions; Multiply fractions by whole numbers; Add and subtract decimal fractions; Multiply and divide decimal fractions; Estimate; Patterns
		Measurement – Measure using common tools and appropriate units; Convert measurement units; Use perimeter and area formulas; Understand right angles; Problem -solving
		Geometry – Understand perpendicular, parallel, and intersecting lines; Identify basic geometry shapes and their components, and solve problems; Recognize symmetry

		and transformations
		Data & Probability – Represent and solve problems for given data; Determine probability
Fifth Grade	In the fifth grade, emphasis within the number area shifts to understanding the addition and subtraction of fractions, with continued consolidation of multiplication and division concepts and skills with whole numbers. The idea of remainders in whole number division is addressed. Students learn the meaning of a fraction as the result of a division problem, and learn to work with decimals and percentages. In geometry and measurement, there is emphasis on the meaning and measurement of angles and on solving problems involving areas and angles. Work in number using exponents and factors to lead to algebraic ideas that will be more visible in grade six.	<p>Number &amp; Operations – Understand division of whole numbers; Multiply and divide whole numbers; Find prime factorizations of whole numbers; Understand meaning of decimal fractions and percentages; Understand fractions as division statements; find equivalent fractions; Multiply and divide fractions; Add and subtract fractions using common denominators; Multiply and divide by powers of ten; Solve applied problems with fractions; Express, interpret, and use ratios; find equivalences</p> <p>Measurement – Know, and convert among, measurement units within a given system; Find areas of geometric shapes using formulas; Understand the concept of volume; Solving problems with units of time</p> <p>Geometry – Know the meaning of angles, and solve problems; Solve problems about geometric shapes</p> <p>Data &amp; Probability – Construct and interpret line graphs, bar graphs and pictographs; Find and interpret mean and mode for a given set of data; Probability</p>
Sixth Grade	In sixth grade, students complete their work with Number and Operations. Student progress from whole numbers to fractions to integers and rational numbers. This sets the foundation for algebra, which begins in grade six. Students use variables, write simple equations and expressions, and graph linear relationships. In geometry, students continue to explore shapes and their properties.	<p>Numbers &amp; Operations – Multiply and divide fractions; represent numbers as fractions or decimals; compute with integers and rational numbers; use exponents;</p> <p>Algebra – Calculate rates, understand the coordinate plane; use variables, write expressions and equations, and combine like terms; represent linear functions using tables, equations, and graphs; solve equations;</p> <p>Measurement – Convert within measurement systems; find volume and surface area</p> <p>Geometry – Understand and apply basic properties of lines, angles and triangles; understand the concept of congruence and basic transformations; construct geometric shapes;</p> <p>Data &amp; Probability – understand the concept of probability and solve problems;</p>
Seventh Grade	Students will also grow in their ability to reason and communicate effectively with graphic, numeric, symbolic, and verbal representations. Current technology, especially the graphing calculator, will be introduced in this course. Computation with and without calculators will be taught, reviewed and emphasized during the 7th grade year.	<p>Numbers &amp; Operations – Understand derived quantities; understand and solve problems involving rate, ratios, and proportions' recognize irrational numbers; compute with rational numbers;</p> <p>Algebra – Understand and apply directly proportional relationships and relate to linear relationships; understand and represent linear functions; understand and solve problems about inversely proportional relationships; apply basic properties of real numbers in algebraic contexts; combine algebraic expressions and solve equations;</p> <p>Geometry – Draw and construct geometric objects; understand the concept of similar polygons, and solve related problems;</p> <p>Data &amp; Probability – Represent and interpret data; computer statistics about data sets.</p>
Eighth Grade	The course has a primary emphasis on general mathematics and includes about one-third of Algebra I. The focus is on basic math skills with rational numbers. Course includes equation solving with rational numbers and an introduction to linear functions, Geometry, and Probability and Statistics.	<p>Numbers &amp; Operations – Understand real number concepts; basic mathematical problem solving</p> <p>Algebra – Understand the concept of non-linear functions using basic example; Understand and represent quadratic function; Recognize, represent, and apply common formula; Understand solutions and solve equations, simultaneous equations, and linear inequalities</p>



		Geometry - Understand and use the Pythagorean Theorem; Solve problems about geometric figures; Understand concepts of volume and surface area, and apply formulas ;Understand and apply concepts of transformation and symmetry; Visualize solids
		Data & Probability - Draw, explain, and justify conclusions based on data; Understand probability concepts for simple and compound event;

## English Language Arts

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The Detroit Academy of Arts & Sciences English Language Arts Curriculum is an integrated approach to language instruction that recognizes the interdependence of reading, writing, listening, viewing, and speaking. Materials are selected and developed to support differentiation. Teachers will select from learning expectations at lower or higher levels to differentiate for individual needs. Detroit Academy of Arts & Sciences utilizes the Houghton Mifflin's Journey's Curriculum for reading instruction.

## Science

According to the NRC National Science Standards, research shows that children learn science best when doing science. In accordance to this research and the Michigan Science Grade Level Expectations, hands-on scientific exploration is embedded into our Kindergarten through twelfth grade learning experience. Students learn how to generate questions, research, and develop solutions to the physical world around them. At the initial stages, teachers lead students through the process of scientific inquiry. As the curriculum builds, students become independent investigators in scientific exploration. The culmination of the student's participation in our Science curriculum is their ability to fully engage in the process of science as independent learners. To provide students with the ultimate scientific experience, DAAS uses FOSS (Full Option Science System) to supplement our Science curriculum. FOSS enhances students' hands-on scientific experience and allows DAAS to provide laboratory experiences for each unit of study at all grade levels. These real-world and hands-on experiences build students' curiosity and interest in Science.

	Kindergarten	1 <sup>st</sup> Grade	2 <sup>nd</sup> Grade	3 <sup>rd</sup> Grade	4 <sup>th</sup> Grade	5 <sup>th</sup> Grade	6 <sup>th</sup> Grade
Unit 1	<b>Living Things</b>	<b>Air &amp; Weather</b>	<b>Solids &amp; Liquids</b>	<b>Earth Materials</b>	<b>Magnetism &amp; Electricity</b>	<b>Variables/Processes</b>	<b>Force &amp; Motion</b>
	<i>Identify that living things have basic needs.</i>	<i>Explain how weather changes daily and how it is measured.</i>	<i>Describe the physical properties of solids and liquids.</i>	<i>Identify earth materials that occur in nature and categorize them as renewable or no renewable.</i>	<i>Describe the relationship between energy and temperature. Demonstrate how electric circuits transfer energy.</i>	<i>Identify variables in scientific investigations</i>	<i>Differentiate between kinetic and potential energy.</i>
Unit 2	<b>Force and Motion</b>	<b>Insects/ Life Cycles</b>	<b>Plants/Life Cycles</b>	<b>Matter and Energy</b>	<b>Measurement</b>	<b>Force and Motion</b>	<b>Populations and Ecosystems</b>
	<i>Describe the position and direction of objects as well as forces that cause them to move, including gravity.</i>	<i>Identify that animals have lifecycles.</i>	<i>Identify that plants have lifecycles.</i>	<i>Describe forms of energy in relation to the conductive and reflective properties of various materials.</i>	<i>Measure physical properties of matter.</i>	<i>Describe force in terms of speed and direction, while identifying whether a force is balanced or unbalanced.</i>	<i>Explain interactions and relationships between organisms.</i>
Unit 3	<b>Earth Materials</b>	<b>Properties of Matter</b>	<b>Water Cycle</b>	<b>Structures of Life</b>	<b>Sun, Moon, and Stars</b>	<b>Organization of Living Things</b>	<b>Earth's History</b>
	<i>Identify earth materials.</i>	<i>Identify the states of matter and their properties.</i>	<i>Explain that water is a natural resource that moves in predictable patterns.</i>	<i>Explain the function of plant and animal structures and classify them based on observable characteristics.</i>	<i>Describe the characteristics, patterns, and motion of objects in the sky.</i>	<i>Identify and explain the purpose of selected animal systems.</i>	<i>Explain how rocks and fossils are formed and describe how soil is a result of erosion.</i>

Unit 4	X	X	X	<b>Balance &amp; Motion</b>	<b>Evolution &amp; Ecosystem</b>	<b>Earth, Moon, &amp; Sun</b>	X
				<i>Relate force to motion, in terms of speed and direction.</i>	<i>Identify life requirements of and interactions between organisms.</i>	<i>Identify the sun as the center of our solar system as well as the motion of the planets around the sun.</i>	

## Social Studies

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The main purpose of social studies is to prepare young people to become responsible citizens. Through the integrated study of the seven strands including history, geography, civics, economics, inquiry, civic involvement, public discourse and decision making students will develop social understandings and prepare to make informed decisions as citizens.

New social studies standards were approved by the Michigan Board of Education in December, 2007. As a result, the district revised its curriculum for grades Kindergarten, 1, 2, and 5 and will implement the changes during the 2008-2009 school year. Due to complexities with the revised grades 3 and 4 standards, the district has elected to further study the changes for grades 3-4 and implement the changes during the 2009-2010 school year.

The elementary program is based on the expanding environments pattern. Children begin by studying themselves and other individuals. They progress to studying families, schools, neighborhoods, communities, regions of the United States, the state of Michigan and other states, and early eras of United States history.

### Kindergarten- Myself and Others

Using a familiar context for five and six year olds, kindergarteners learn about the social disciplines (history, geography, civics, government and economics) through the lens of "Myself and Others." Accordingly, each discipline focuses on developing rudimentary understanding through an integrated approach to the field.

### First Grade- Families and Schools

In first grade, students continue to explore the social studies disciplines of history, geography, civics and government, and economics through an integrated approach using the context of schools and families. This is the students' first introduction to social institutions as they draw upon knowledge learned in kindergarten to develop more sophisticated understandings of each discipline.

### Second Grade- The Local Community

In second grade, students continue the integrative approach to social studies through the context of the local community. This is the first time students are introduced to a social environment larger than their immediate surroundings, and they draw upon knowledge learned in previous grades to develop more sophisticated understandings to explore the social studies disciplines of history, geography, civics and government, and economics.

### Third Grade- Regions of the United States- Implementation of Michigan Studies 2010-2011

### Key Concepts/Topics

- Regions of the United States with relationships to economics, government, history, stressing the introduction of the 5 themes of geography.
- Geography: Humans and the environment interact and affect each other.
- Civics: The power to rule (make laws) comes from citizens and there are different levels of government. Democratic Values: liberty, equality, truth, and diversity.
- Economics: Economics involves scarcity, opportunity costs, goods, services and resources.
- History: Life in the past involved significant decisions by people that affected each region.

### Fourth Grade- Michigan and DAAS- Implementation of US Stud

#### Key Concepts/Topics

- History of Detroit Michigan: Geography, relationships between levels of government, Native Americans, Early Statehood, Civil War, Industrialization, Michigan today.
- Geography: Transportation and movement are aspects of Michigan geography, economy and culture
- Civics: Government has different levels, (federalism) structures and functions locally and at the state. Democratic Values: equality, truth, patriotism and federalism.
- Economics: Economic systems relate to how businesses are organized, competition and the flow of trade.
- History: Michigan and Detroit history are filled with events and people of many points of view.

### Fifth Grade- Integrated American History

The fifth grade social studies content expectations mark a departure from the social studies approach taken in previous grades. Building upon the geography, civics and government, and economics concepts of the United States mastered in fourth grade and historical inquiry from earlier grades, the fifth grade expectations begin a more disciplinary-centered approach concentrating on the early history of the United States. Students begin their study of American history with American Indian peoples before the arrival of European explorers and conclude with the adoption of the Bill of Rights in 1791. Although the content expectations are organized by historical era, they build upon students' understanding of the other social studies disciplines from earlier grades and require students to apply these concepts within the context of American History.

### Sixth Grade – Western Hemisphere Studies

Sixth grade students will explore the tools and mental constructs used by historians and geographers. They will develop an understanding of Ancient World History, Eras 1 – 3, of

the Western Hemisphere and will study contemporary geography of the Western Hemisphere. Contemporary civics/government and economics content is integrated throughout the year. As a capstone, the students will conduct investigations about past and present global issues. Using significant content knowledge, research, and inquiry, they will analyze an issue and propose a plan for the future. As part of the inquiry, they compose civic, persuasive essays using reasoned argument. Sixth Grade includes North America, Central America, the Caribbean, and South America. Europe and Russia are listed in the document in grade 7, but may be included with either Western or Eastern Hemisphere Studies. World History Eras 1, 2, and 3 are included in Grades 6 and 7 as a foundation for High School World History and Geography

#### Seventh Grade – Eastern Hemisphere Studies

Seventh grade students will review the tools and mental constructs used by historians and geographers. They will develop an understanding of Ancient World History, Eras 1 – 3, of the Eastern Hemisphere and will study contemporary geography of the Eastern Hemisphere. Contemporary civics/government and economics content is integrated throughout the year. As a capstone, the students will conduct investigations about past and present global issues. Using significant content knowledge, research, and inquiry, they will analyze the issue and propose a plan for the future. As part of the inquiry, they compose civic, persuasive essays using reasoned argument. Seventh Grade includes Europe, Africa, Asia, and Australia. Europe and Russia are listed in the document for 7th grade, but may be included with either Western or Eastern Hemisphere Studies. World History Eras 1, 2, and 3 and The World in Temporal Terms and The World in Spatial Terms are included in Grades 6 and 7 as a foundation for World History and Geography in the high school. Capstone projects of historical and contemporary global issues that have significance for the student and clearly linked to the world outside the classroom are included

#### Eighth Grade – Integrated United States History

Eighth grade students continue their study of United States History from the writing of the Constitution through Reconstruction. Geographic, civics/government, and economics content is integrated within the historical context. Using significant content knowledge, research, and inquiry, the students analyze an issue and propose a plan for civic action. They develop reasoned arguments and write a persuasive civic essay addressing issues from the past within a historical context. Where appropriate, they make comparisons to relevant contemporary issues. These foundational expectations are included to help students draw upon their previous study of American history and connect 8th grade United States history with the history studied in 5th grade. To set the stage for the study of U.S. history that begins with the creation of the U.S. Constitution, students should be able to draw upon an understanding of these politics and intellectual understandings

**SECTION D**  
**CURRICULUM**



**Curriculum is located in a separate file due to size.**

**SECTION E**

**METHODS OF PUPIL ASSESSMENT**

## METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, the Academy shall properly administer the academic assessments indentified in this schedule and in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the PSA Office.

The Academy shall authorize the PSA Office to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's Michigan Educational Assessment Program ("MEAP"), Michigan Merit Exam ("MME") and other state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

### **Academic Assessments to be Administered:**

<u>Grade(s)</u>	<u>Academic Assessment(s)</u>
Grade K-1	Performance Series (PST) Reading and Math or other assessment approved by PSA Office
Grade 2	Performance Series (PST) Reading and Math
Grades 3-8	Michigan Educational Assessment Program ("MEAP") Performance Series (PST) Reading and Math
Grade 8	EXPLORE by ACT
Grade 9	Michigan Educational Assessment Program ("MEAP") EXPLORE by ACT
Grade 10	PLAN by ACT
Grade 11	Michigan Merit Exam ("MME")

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## **STUDENT APPLICATION AND ENROLLMENT**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Attachment.

### **Enrollment Limits**

The Academy will offer 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 K - 8. The Academy may add grades with the prior written approval of the authorizing body.