

# **OAKLAND UNIVERSITY**

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

ISSUED TO:

**Dove Academy of Detroit**  
(A PUBLIC SCHOOL ACADEMY)

BY THE

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

Original Contract Issued: July 1, 2022

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**BOARD ACTION**





## BOARD ACTION

December 14, 2021

The Board of Trustees at its meeting of December 13, 2021, approved the following resolution:

WHEREAS, the University has received the Dove Academy of Detroit's application requesting that the Board renew its charter and authorize the Academy to continue 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 Academy as a public school academy; now, therefore, be it

RESOLVED, that the application submitted by Dove Academy of Detroit meets the requirements of the Board and of applicable law; and, be it further

RESOLVED, that the Board approves the Academy's application to renew its charter authorizing the Academy to continue as a public school academy; and, be it further

RESOLVED, that the University administration shall negotiate and finalize an Agreement with the Academy 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 Michigan Revised School Code of 1976 as amended; and, be it further

RESOLVED, that the term of the Agreement with the Academy shall expire no later than June 30, 2027; and, be it further

RESOLVED, that the Agreement 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; and, be it further

**BOARD ACTION**

December 14, 2021

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RESOLVED, that the Board of Trustees authorizes the President, the Executive Vice President for Academic Affairs and Provost, and their respective designees, to perform all acts and deeds and to execute and deliver all contracts, instruments and documents that are necessary, expedient and proper in connection with the Academy and the ongoing administration of Oakland University's oversight function.



Joshua D. Merchant, Ph.D.  
Chief of Staff and  
Secretary to the Board of Trustees

JDM/cmh

Attachment

**Agendum  
Oakland University  
Board of Trustees Formal Session  
December 13, 2021**

**RENEWAL OF CHARTER FOR DOVE ACADEMY OF DETROIT**

**A Recommendation**

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

2. **Introduction:** In 2017, The Oakland University (“University”) Board of Trustees (“Board”) authorized the charter of Dove Academy of Detroit (“Academy”) as a public school academy under the Michigan Revised School Code, for a 5 year term expiring on June 30, 2022 (“Agreement”).

The Academy has submitted an application to the University to renew its charter, and the University’s Office of Public School Academies (“PSA Office”) supports the renewal. The PSA Office reviewed the application, and found it to be consistent with the Michigan Department of Education (“MDE”) requirements and the University’s educational mission. During the 5 year term of the Agreement, the Academy has increased its student enrollment, has established a strong academic program and maintained strong leadership and governance. The PSA Office recommends and seeks the Board’s approval to renew the Academy’s charter for a term of 5 years, through June 30, 2027.

If approved by the Board a new charter agreement will be prepared for the Academy that incorporates standardized MDE requirements. That agreement 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 that agreement upon any breach, the Academy’s failure to fulfill any of the statutory requirements applicable to public school academies, or without cause at the discretion of the University at the end of the Academy’s current academic school year.

3. **Previous Board Action:** On October 5, 1995, the Board approved Oakland University’s Policy on Public School Academies and Criteria for the Evaluation of Applications. On February 6, 1997, the Board approved the Academy’s application. On May 2, 2007, the Board approved the amendment of the Criteria for the Evaluation of Applications. On August 6, 2012, the Board approved a second amendment of the Criteria for the Evaluation of Applications.

**Renewal of Charter for Dove Academy of Detroit  
Oakland University  
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4. **Budget Implications:** Oakland University receives three percent (3%) of the state school funding received by the Academy as an administrative fee for performing oversight.
5. **Educational Implications:** The philosophy of Dove Academy of Detroit 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 Academy 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 Academy's request for renewal of its charter was reviewed and recommended by the PSA Office. The recommendation was approved by the Dean of the School of Education and Human Services and the Executive Vice President for Academic Affairs and Provost.
8. **Recommendation:**

WHEREAS, the University has received the Dove Academy of Detroit's application requesting that the Board renew its charter and authorize the Academy to continue 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 Academy as a public school academy; now, therefore, be it

RESOLVED, that the application submitted by Dove Academy of Detroit meets the requirements of the Board and of applicable law; and, be it further

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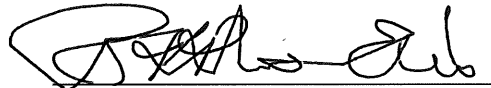
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RESOLVED, that the Agreement shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform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

RESOLVED, that the Board of Trustees authorizes the President, the Executive Vice President for Academic Affairs and Provost, and their respective designees, to perform all acts and deeds and to execute and deliver all contracts, instruments and documents that are necessary, expedient and proper in connection with the Academy and the ongoing administration of Oakland University's oversight function.

9. **Attachments:** None.

Submitted to the President  
on December 10, 2021 by



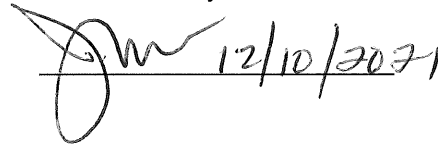
Britt Rios-Ellis, M.S., Ph.D.  
Executive Vice President for  
Academic Affairs and Provost

Recommended on 12/10, 2021  
to the Board for Approval by



Ora Hirsch Pescovitz, M.D.  
President

Reviewed by



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

*Approved by the Board of Trustees on October 5, 1995*

*Amended by the Board of Trustees on May 2, 2007*

*Amended by the Board of Trustees on August 6, 2012*

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

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

To stimulate innovative teaching methods.

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

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

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

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

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

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

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

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

[Editor's note: The Criteria for the Evaluation of Applications, which was approved by the Board of Trustees on October 5, 1995 and amended by the Board of Trustees on May 2, 2007 and August 6, 2012 is attached.]

**DELEGATION OF AUTHORITY CONCERNING  
PUBLIC SCHOOL ACADEMIES**

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

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

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

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

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

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

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



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

*Approved by the Board of Trustees on October 5, 1995*

*Amended by the Board of Trustees on May 2, 2007*

*Amended by the Board of Trustees on August 6, 2012*

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

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

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

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

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

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

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

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

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

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

A. Purposes of the Public School Academy

The purposes of the public school academy shall be congruent with the mission and goals of Oakland University, as reflected in the Oakland University Strategic Plan, and

shall reflect a strong philosophical and educational focus that holds considerable promise for high quality teaching and learning for those students it is designed to serve.

Indicators:

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

#### B. Educational goals.

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

Indicators:

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

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

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

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

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

Indicators:

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

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

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

#### **B. Retention**

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

Indicators:

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

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

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

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

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

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

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

Indicators:

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

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

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

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

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

Indicators:

- (1) Student performance shall be assessed using the Michigan assessments designated under the School Code.
- (2) The Academy must administer bi-annually, at a minimal, a nationally recognized norm-referenced achievement test or program of testing approved by the University.
- (3) Assessment strategies must be appropriate to the educational goals of the public school academy.
- (4) The public school academy will use the assessment results to improve teaching and learning for students.

### **Section V: Physical Facility**

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

#### **A. Size.**

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

Indicators:

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

#### **B. Location.**

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

Indicators:

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

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

C. Compliance with School Code and Other Applicable Laws.

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

Indicators:

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

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

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

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

**Section VI: Budget and Finance**

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

Indicators:

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

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

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

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

### **A. Governance Structure**

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

Indicators:

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

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

### **B. Board of Directors**

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

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

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

b. Subsequent Academy Board Members. The Oakland University Vice President for Academic Affairs and Provost (“Provost”), upon recommendation from the Dean of the Oakland University School of Education and Human Services (“Dean”), shall appoint all subsequent Academy Board members. The

Director shall recommend nominees to the Dean based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check and reference checks. Each nominee shall be available for interview by the Provost or the Provost's designee. The Provost may reject any or all subsequent Academy Board nominees.

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

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

(2) Length of Term. The term of each member of the Academy's Board shall be for a period of three (3) years, except that of the members first appointed, approximately one-third shall be appointed for a term of three (3) years, approximately one-third shall be appointed for a term of two (2) years, and approximately one-third shall be appointed for a term of one (1) year. At its organizational meeting, the Academy Board shall designate a term for each of the initial board members appointed by the University Board. All subsequent appointments shall be for three (3) year staggered terms. The terms for each position shall begin on July 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: JULY 1, 2022**

**ISSUED BY**

**THE OAKLAND UNIVERSITY BOARD OF TRUSTEES**

**TO**

**DOVE ACADEMY OF DETROIT  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF  
DOVE ACADEMY OF DETROIT**

**AS A**

**PUBLIC SCHOOL ACADEMY**

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Exhibit A

Schedules



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

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

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

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

WHEREAS, the 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 Oakland University Board of Trustees 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 **Dove Academy of Detroit** 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 local, state and federal law applicable to public school academies, regulations promulgated thereunder, and any directives issued by applicable governmental agencies including, without limitation, the Governor, the Michigan Department of Education, the Superintendent of Public Instruction and the State Board of Education, that are applicable to public school academies and comport with enacted state and federal law; all as may be issued and amended from time-to-time.

- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.
- (e) “Authorizing Resolution” means the Resolution(s) adopted by the University Board on **December 13, 2021** approving the issuance of a Contract to the Academy.
- (f) “Public Schools Academy Office Executive Director” or “PSAO Executive Director” means the person designated by the University Board to administer the operations of the Public Schools Academy Office.
- (g) “Public Schools Academy Office” or “PSAO” means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The PSAO is also responsible for administering the University Board’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution, and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (l) “Director” means a person who is a member of the Academy Board of Directors.
- (m) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the PSAO Executive Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive Director, and is consistent with the PSAO’s Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (n) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the PSAO that apply to a Management Agreement. The

PSAO Executive Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and part of this Contract Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (o) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (p) “Lease Policies” means those policies adopted by the PSAO from time-to-time that apply to real property lease agreements entered into by the Academy. The PSAO Executive Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this contract. Upon adoption or amendment, new or revised Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (q) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the PSAO Executive Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive Director.
- (r) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Public Schools Academy Office setting forth a reporting timeline for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The PSAO Executive Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “President” means the President of Oakland University or his or her designee.

- (t) “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.
- (u) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, Schedule 7 and Required Information for Public School Academies.
- (v) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (w) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (x) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (y) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated **July 1, 2022**, issued by the Oakland University Board of Trustees to **Dove Academy of Detroit** Confirming the Status of **Dove Academy of Detroit** as a Public School Academy.”
- (z) “University” means Oakland University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.151, et seq.
- (aa) “University Board” means the Oakland University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (bb) “University Board Chairperson” means the Chairperson of the Oakland University Board of Trustees or his or her designee.

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

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

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

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

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

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

## ARTICLE II

### RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Oakland University. Oakland University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

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

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

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

## ARTICLE III

### ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

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

Section 3.2. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. As fiscal agent, the University Board assumes no responsibility for the financial condition of the Academy. The University Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the University Board shall promptly, within 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 Board for the benefit of the Academy. The responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

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

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

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

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

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



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

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

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

## ARTICLE IV

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

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

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

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

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

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

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son,

son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
  - (ii) Works at or is assigned to work at the Academy;
  - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
  - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

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

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

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

## **ARTICLE V**

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

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

Section 5.2. Articles of Incorporation. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. 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. Amended 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 member positions set by the Resolution and/or Authorization Resolution.

## ARTICLE VI

### OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance all applicable testing that the Code or the Contract require. The Academy shall provide the PSAO 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 PSAO;
- (b) an assessment of the student performances at the end of each academic school year or at such other times as the University Board may reasonably request;
- (c) an annual education report in accordance with the Code;

- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the PSAO; 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 PSAO that demonstrates the following:

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

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

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

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

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

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

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

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the 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. Upon receipt of a complete contract amendment, the PSAO Executive Director shall review the contract amendment and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the PSAO Executive Director of the contract amendment shall include a determination by the PSAO Executive Director that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the PSAO Executive Director of a positive recommendation. If the University Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

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

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

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

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

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

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

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

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAW**

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employees Relation Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies as they are amended from time-to-time. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

## ARTICLE IX

### AMENDMENT

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

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

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

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

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

Section 9.6. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation. An emergency situation shall be deemed to occur if the PSAO Executive Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place. Upon the determination that an emergency situation



exists, the PSAO Executive Director may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the PSAO Executive Director consults with the President and the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the PSAO Executive Director shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The PSAO Executive Director shall immediately report such action to President and the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

## **ARTICLE X**

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

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

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

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

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;

- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the PSAO that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the PSAO's approval;
- (g) The PSAO or the PSAO Executive Director discovers negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract;
- (h) 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 Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law; or
- (i) 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 Board;
- (j) 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;
- (k) The Academy loses accreditation with the State; or
- (l) The Academy is in default of any current or future purchase agreement or lease for the site.

Section 10.3. Automatic Amendment of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that either an Academy site is subject to closure under section 507 of the Code, MCL 380.507 (“State’s Automatic Closure Notice”), then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice or State’s Reform District Notice includes all of the Academy’s existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State’s Automatic Closure Notice is received without any further action of the University Board or the Academy. The University Board’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 PSAO Executive Director shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Closure Notice , including the granting of any hardship exemption rescinding the State’s Automatic Closure Notice, (“Pupil Hardship Exemption”), shall be directed to the Department in a form and manner determined by the Department.

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

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

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

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board’s request for termination shall be made to the PSAO Executive Director not less than six (6) calendar months in advance of the Academy’s proposed effective date of termination. Upon receipt of an Academy request for termination, the PSAO Executive Director shall present the Academy Board’s request for termination to the University Board. A copy of the Academy Board’s resolution approving of the Contract termination,

including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for University Termination of Contract. The University Board, in its sole discretion, also reserves the right to terminate the Contract before the end of the Contract Term (i) for any reason or for no reason provided that such termination shall not take place prior to the earlier of the end of the school year in which the Contract termination is requested or six (6) months from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the PSAO Executive Director shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

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

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

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

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools PSAO Executive Director shall review the Academy Board's response and determine whether a

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

(d) University Board's Contract Reconstitution Provision. The PSAO Executive Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a conservator/trustee to take over operations of the Academy or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

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

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

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

(a) The PSAO Executive Director Action. If the PSAO Executive Director determines, in his or her sole discretion, 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 10.2(g) or (h), then the PSAO Executive Director may immediately suspend the Contract, pending completion of the 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 Board after a decision by the PSAO Executive Director to suspend the Contract, may be retained by the University Board for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

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

Section 10.9. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

(a) take into his or her possession all Academy property and records, including financial, board, employment and student records;

(b) institute and defend actions by or on behalf of the Academy;

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

If this section has been implemented and the University Board determines the revocation to be appropriate, the revocation shall become effective immediately upon such decision.

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

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

The Academy agrees to comply with all of the following:

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



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

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

<b>M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS</b>	
<b>for Public School Academies (PSA), Strict Discipline Academies (SDA)</b>	
<b>Urban High Schools (UHS) &amp; Schools of Excellence (SOE)</b>	
<small>NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better</small>	
<b>EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>General or Public Liability (GL)</b>	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse &amp; Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence &amp; \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>

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

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

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

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

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

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

<b>COVERAGE</b>	<b>REQUIREMENTS</b>
	Must include Employee Dishonesty coverage.
	Must include third party coverage.

<b>Crime</b>	\$500,000 limit.
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	<p>Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000</p> <p>If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.</p> <p>If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&amp;O then they must be in addition to the required Umbrella limit.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as Additional Insured with Primary and Non-Contributory Coverage.</p> <p>All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&amp;O.</p>

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

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

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

**ADDITIONAL RECOMMENDATIONS**

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

**DISCLAIMER:**

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

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

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

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

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

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</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 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 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-PSA contract</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 Coverage
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<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 Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory 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 be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	<b>Can be Claims Made or Occurrence form</b>
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 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 Coverage</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 agrees and covenants not to sue the Oakland University Board of Trustees, Oakland University, or any of their Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The Oakland University Board of Trustees and Oakland University do not assume any obligation with respect to any person, be it Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no person shall have the right or standing to bring suit against the Oakland University Board of Trustees or Oakland University, or any of their Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

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

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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

Section 11.5. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable

to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

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

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

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

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

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

"Indemnification of Oakland University and the University Board. 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, **Choice Schools Associates** hereby promises to indemnify, defend and hold harmless Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives in their official and personal capacities (collectively, the "University Indemnified") from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by any of the University Indemnified, 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, **Choice Schools Associates** preparation for and operation of the Academy, or which are incurred as a result of the reliance by any of the University Indemnified upon information supplied by the **Choice Schools Associates**, or which arise out of the failure of the **Choice Schools Associates** to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that any of the University Indemnified may commence legal action against **Choice Schools Associates** 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. **Choice Schools Associates** agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by the 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 **Choice Schools Associates** agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Department . The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.”

“Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and [insert name of Educational Service Provider] shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”



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

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. If instructed by the University, the Academy will put out for bid its ESP Management Agreement twelve (12) months before its current Management Agreement expires. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the PSAO in a form and manner consistent with the ESP policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The PSAO may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under Article IX of these Terms and Conditions. The PSAO 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 PSAO in the same form and manner as a new Management Agreement.

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

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

## ARTICLE XII

### GENERAL TERMS

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

If to the Oakland University Board of Trustees:      PSAO Executive Director  
Oakland University  
456 Pioneer Drive  
Pawley Hall, Room 420J  
Rochester, Michigan 48309-4482

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

If to the Academy:    **Academy Board President**  
Dove Academy of Detroit  
20001 Wexford  
Detroit, MI 48234

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

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for **five (5)** years until June 30, 2027, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the Oakland University Board of Trustees, Oakland University and its Board of Trustees members, officers, employees, agents, representatives, students and 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 Board's receipt, consideration or approval of the Application, the University Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

Section 12.12. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the

parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

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

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

Section 12.15. 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 Board 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 Board or PSAO policies regarding public school academies which shall apply immediately, any general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. If reasonable, before issuing general policies under this Section, the University Board or the PSAO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the PSAO on the proposed policies before such policies shall become effective.

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

Section 12.20. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code and Applicable Law.

Section 12.21. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.24, shall not:

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

(i) for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University;

(ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or

(iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.

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

Section 12.22. Disclosure of Information to Parents and Legal Guardians. Subject to Section 12.24

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

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

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

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

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

Section 12.23. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

- (a) Subject to Section 12.24, the Academy shall do all of the following:

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

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

Section 12.24. Confidential Address Restrictions.

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

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

Section 12.25. Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.26. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1310 of the Code, MCL 380.1310. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.27. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.28. Academy Emergency Operations Plan.

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

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

Section 12.29. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 at sect and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.30. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.31. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

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

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

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



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

OU  
LEGAL  
KAH  
06-13-22

**OAKLAND UNIVERSITY BOARD OF TRUSTEES**

By: Ora Pescovitz  
Ora Pescovitz, President

Date: 6/15/22

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

**Dove Academy of Detroit**

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

Date: \_\_\_\_\_

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: \_\_\_\_\_  
Ora Pescovitz, President

Date: \_\_\_\_\_

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

**Dove Academy of Detroit**

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

Date: 6-9-22

**CONTRACT SCHEDULES**

Schedules

Articles of Incorporation.....	1
Bylaws.....	2
Fiscal Agent Agreement.....	3
Oversight Agreement.....	4
Description of Staff Responsibilities.....	5
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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***

***DOVE ACADEMY OF DETROIT***

***ID NUMBER: 747384***

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

***Filed on June 13, 2017 by the Administrator.***

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



***Sent by Facsimile Transmission***

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

*Julia Dale*

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

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

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

Date Received

(FOR BUREAU USE ONLY)

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

Name

Address

City

State

ZIP Code

EFFECTIVE DATE:

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

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

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

1. The present name of the corporation is:

Dove Academy of Detroit2. The identification number assigned by the Bureau is: 

3. All former names of the corporation are:

N/A

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

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

**ARTICLE I**

The name of the corporation is:

Dove Academy of Detroit

**ARTICLE II**

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

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

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

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

ARTICLE III

1. The corporation is formed on a non-stock basis.  
(stock or nonstock)

2. If formed on a stock basis, the aggregate number of shares that the corporation has authority to issue is \_\_\_\_\_ . If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

3a. If formed on a nonstock basis, the corporation is to be financed under the following general plan:

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

b. The corporation is formed on a directorship basis.  
(membership or directorship)

ARTICLE IV

1. The name of the resident agent is: Jarod McGuffey

2. The address of the registered office is:

20001 Wexford Street, Detroit , Michigan 48234  
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office, if different than above:

same , Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

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

See attached for additional provisions.

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate the articles and include only amendments adopted under section 611(1) or section 611(2) of the Act and there is no material discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.

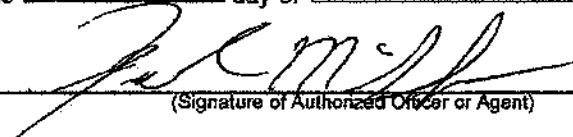
were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act.

were duly adopted by the written consent of all the directors pursuant to section 525 of the Act as the corporation is formed on a directorship basis.

were duly adopted by the written consent of the shareholders, members, or their proxies having not less than the minimum number of votes required by statute in accordance with section 407 of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders, members, or their proxies is permitted only if such provision appears in the Articles of Incorporation).

Signed this 30th day of May, 2017

By   
(Signature of Authorized Officer or Agent)

Jarod McGuffey  
(Type or Print Name)

Board President  
(Type or Print Title)



## ARTICLE V

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

## ARTICLE VI

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

## ARTICLE VII

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

## ARTICLE VIII

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

## ARTICLE IX

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

## ARTICLE X

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

## ARTICLE XI

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

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation,

dispose of all of the assets of the corporation to the University Board for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

#### **ARTICLE XII**

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

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

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

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

#### **ARTICLE XIII**

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

#### **ADOPTION OF ARTICLES**

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

**CONTRACT SCHEDULE 2**

**BYLAWS**

**BYLAWS**  
**OF**  
**DOVE ACADEMY OF DETROIT**

**ARTICLE I**

**NAME**

This organization shall be called Dove Academy of Detroit (the "Academy" or "Corporation").

**ARTICLE II**

**FORM OF CORPORATION**

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

**ARTICLE III**

**OFFICES**

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

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

**ARTICLE IV**

**BOARD OF DIRECTORS**

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

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

shall comply with the resolution adopted by the Oakland University Board of Trustees (the "University Board").

## ARTICLE V

### MEETINGS

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

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

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

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

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

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

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

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

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. If mailed, such notice shall be deemed to be delivered in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed delivered when it is sent. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section, except where a Director attends a meeting for the express purpose of objecting to the transaction or any business because the meeting is not lawfully called or convened.

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

## **ARTICLE VI**

### **COMMITTEES**

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

## **ARTICLE VII**

### **OFFICERS OF THE BOARD**

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

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall



hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

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

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

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

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

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

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

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from

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

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

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

## ARTICLE VIII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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



the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

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

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

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

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

## **ARTICLE IX**

### **INDEMNIFICATION**

Each person who is or was a Director, officer or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation as a

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

#### **ARTICLE X**

#### **FISCAL YEAR**

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

#### **ARTICLE XI**

#### **AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by (a) obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, (b) meeting any additional requirements set forth in the Contract to charter between the Academy and the University Board and (c) obtaining the written approval of the changes or amendments by the University President or his designee. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the University Board or its designee.


#### **ARTICLE XI**

#### **CONTRACT DEFINITIONS**

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

#### **CERTIFICATION**

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by [unanimous] consent of the Academy Board on the 30<sup>th</sup> day of May, 2017.

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

### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

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

#### **Preliminary Recitals**

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

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

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

#### **ARTICLE I**

##### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

## ARTICLE II

### FISCAL AGENT DUTIES

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

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

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

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

### ARTICLE III

#### STATE DUTIES

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

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

### ARTICLE IV

#### ACADEMY DUTIES

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

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

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

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

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

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

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

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



Acknowledgment of Receipt

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

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

Date: November 15, 2021

**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 Caniff Liberty Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

"Agreement" means this Oversight Agreement.

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

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

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

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

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

Academy are or have been appropriately administered to the Academy's student population, goals and programs.

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

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

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

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

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

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

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

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

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

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

- i. Submit to the Public Schools Academy Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Public Schools Academy Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.
- k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Public School Academy Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.
- l. Submit to the Public Schools Academy Office copies of ESP agreements, if any, in compliance with the Contract and the Code.
- m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Public Schools Academy Office of any changes to the Academy Board public meeting schedule. All of the Academy Board's public meetings will be conducted in compliance with the Michigan Open Meetings Act, MCL 15.261, et seq.
- n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within ten (10) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

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

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

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

### ARTICLE III

#### RECORDS AND REPORTS

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

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

## ARTICLE IV

### MISCELLANEOUS

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

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

## ARTICLE V

### TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP. The following described categories of information are specifically included within those to be made available by the Academy to the public on the Academy's website home page in the manner prescribed by the Michigan Department of Education and other Applicable Law, and the Public Schools Academy Office, in accordance with Section 12.18 of the Terms and Conditions:

- A. Information to Be Made Publicly Available by the Academy.
1. Copy of the Contract
  2. Copies of the executed Constitutional Oath of public office form for each serving Director
  3. List of currently serving Directors with name, address, and term of office
  4. Copy of the Academy Board's meeting calendar
  5. Copy of public notice for all Academy Board meetings
  6. Copy of Academy Board meeting agendas
  7. Copy of Academy Board meeting minutes
  8. Copy of Academy Board approved budget and amendments to the budget
  9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board



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

30. Overall student academic performance compared to the assessment strategies, measures and goals required by the Contract

31. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.18 of the Terms and Conditions:

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

**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

## **GREAT START READINESS PROGRAM ASSOCIATE TEACHER**

### **Job Description**

- SUPERVISOR:** Principal/GSRP Director, under supervision of the GSRP classroom teacher
- EMPLOYED BY:** CSA
- SUPERVISES:** Students, volunteers, assigned support staff, and Code of Student Conduct
- CLASSIFICATION:** Non-exempt, Full-time or Part-time
- JOB GOAL:** Assist the GSRP teacher in providing support to individual or small groups, carry out appropriate classroom activities, and maintain a disruption free environment. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

\*This position is funded by a grant from MDE and carries the role of "GSRP Associate Teacher" and includes all of the responsibilities stated in the GSRP grant manual.

### **CURRICULUM & INSTRUCTION:**

- Assists the GSRP Teacher in preparing classroom or laboratory for instruction.
- Helps the GSRP Teacher collaboratively prepare lesson plans and distribute lesson materials.
- Participates in Team Teaching and instructs students under the supervision of the GSRP Teacher.
- Demonstrates understanding and implementation of the PQA and the teaching practices described therein.
- Demonstrates understanding and implementation of MDE's Early Childhood Standards of Quality for pre-kindergarten.
- Demonstrates understanding and implementation of Bureau of Community and Health Systems' Child Care Licensing Rules.
- Follows the Academy approved GSRP curriculum, grant policies and procedures as the instructional model.
- Assists the GSRP Teacher in maintaining individual student records when asked.
- Assists the GSRP Teacher in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Collects and displays suitable materials for bulletin boards and other educational displays.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.



*In our communities everyone thrives.*

- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Effectively implements and uses the Academy approved screening assessment tool and ongoing developmental assessment and is able to explain and interpret the information for students' parents.
- Effectively uses home visits to introduce the program and staff to the parent, develop collaboration for the child's learning, and gather, or report, assessment data.

#### **CLASSROOM MANAGEMENT:**

- Works cooperatively with parents and guardians to enhance confidence in the GSRP Teacher.
- Guides children in working and playing harmoniously with other children.
- Assists GSRP Teachers with supervision of students during play periods and lunch periods.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.

#### **STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the GSRP Program, and the Academy, in the community.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Assumes other responsibilities assigned by the Principal.

#### **FACILITIES:**

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



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- Assumes responsibility for adherence to all licensing regulations and for educating others on the regulations.

**OTHER:**

- Assumes other responsibilities assigned by the Principal.

**REQUIREMENTS:**

*Minimum Requirements:*

- CDA certificate or Associates degree in Early Childhood Development.
- Compliance with all Bureau of Community and Health Systems child care licensing staffing requirements including, but not limited to physical/TB test, CPR/First Aid/Bloodborne Pathogen training completion, CPS Child Abuse/Neglect and ICHAT/Fingerprint screening.
- Ability to communicate with students, staff, and guardians.
- Experience in educational setting with school-age children.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Valid Michigan teaching certification.
- Experience working with At-Risk students.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.



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**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Supervisor

\_\_\_\_\_  
Date Signed

**GSRP DIRECTOR**  
**Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	To provide consultation and oversight to the Academy's early childhood and child care staff for effective delivery of Early Childhood Education and before/after school programs. This position will support and uphold the mission and vision of the academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Provides onsite consultation and oversight to all early childhood, Great Start Readiness Program ("GSRP"), and before/after school child care programs. Consultation includes curriculum implementation and child care licensing compliance.
- Assists as a mentor for all GSRP and child care staff.
- Implements and oversees the GSRP evaluation system, which includes taking the lead in insuring that the systematic, ongoing program evaluation using the Program Quality Assessment (PQA) occurs three times per year at the Academy. Provides observation, feedback, recommendations for professional development, and follow-up. Works with the teaching team to create meaningful programs, quality, and child development improvement goals and objectives.
- Keeps abreast of developments in curriculum used within Early Childhood Education program, instruction, and regulations and disseminates the information to staff.
- Provides oversight and insures implementation of the Creative Curriculum Development Assessment, including online assessments, in the GSRP program.
- Monitors grant and licensing regulation to ensure compliance in all GSRP education files.
- Ensures compliance with all grant requirements and applicable regulations.
- Provides professional development activities in the area of Early Childhood Education and child care services to staff, as needed.
- Provides oversight in the completion of child care license application and renewal, and oversees all corrective action plans to insure compliance.
- Other duties as assigned by the Principal.

**Professional Development & Leadership:**

- Provides leadership and develops strategies aligned with the Academy goals.
- Provides support and assistance to staff for the purpose of providing information, support, direction and assistance in the areas listed in the job goal.
- Presents information and in-service activities for the purpose of providing information and knowledge related to the job goal.





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- Shares responsibility for professional, cooperative staff relations important to the operation of the Academy.
- Conducts themselves according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Develops and follows a personal plan for professional development and actively seeks out opportunities to grow professionally.
- Trains staff on licensing rules that they need to adhere to (forms, professional development logs, student sign in/sign out sheets, etc.)

**Other:**

- Prepares a wide variety of documents, reports and materials (e.g. reports, policy and procedure documents, emails, memos, correspondence, budgets) for the purpose of providing necessary information to support company and Academy operations, including reporting internally and externally to the state or federal agencies, and other entities as required by district, state and/or federal regulations.
- Applies positive customer service to the role and is perceived as a team member by staff and Academy employees.
- Maintains a high level of confidentiality concerning sensitive information.
- Subs in classrooms as needed.
- Assists with other duties upon request by the Principal.

**REQUIREMENTS:**

*Minimum Requirements:*

- Bachelor's Degree in Early Childhood Education, Child Development, or related field.
- Must have or acquire formal training in the Curriculum within two months of hire.
- Must have or acquire formal training in the PQA within two months of hire.
- Five or more years of relevant job experience.
- Must have or acquire knowledge of the Early Childhood Standards of Quality for Pre-K (ECSQ-PK) within two months of hire.
- Must be computer literate and experienced working with online platforms.
- Organizational and administrative skills.
- Ability to prioritize workload and complete tasks in a timely manner.
- Ability to effectively and positively communicate with and support preschool teaching staff.
- Ability to effectively coach and mentor preschool teaching staff in the selected curriculum and assessment.
- Understanding of broad context of Michigan's charter environment.
- Ability to work under limited supervision.



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- Provide direction to others and make independent judgments.
- Maintain accurate records.
- Exemplary work habits as verified by previous employers.
- Effective communicator in both oral and written form.
- Ability to effectively and creatively implement solutions.
- Strong interpersonal skills and adept at establishing and maintaining good rapport and working relationships at all organizational levels.
- Highly organized; ability to meet stringent deadlines, prioritize work, operate in a fast-paced work environment, and coordinate projects; good time management.
- Ability to work collaboratively with individuals and groups and maintain effective working relationships.
- Ability to independently use various forms of electronic communications (email, web, text, etc.); technologically independent, with effective use of Microsoft Office.
- Meticulous about detail, efficiency and accuracy.
- Effective communicator with individuals of varied cultural and educational background.
- Ability to consistently exercise tact and discretion when handling highly sensitive and confidential issues.
- Holds a current State of Michigan Driver's License.

*Desired Requirements:*

- Ability to navigate the regulatory compliance network and use multiple data warehousing systems.
- Documented Curriculum training.
- Documented training in the HighScope COR Assessment and/or the Creative Curriculum GOLD assessment.
- Understanding of GSRP guidelines and familiarity with the Implementation Manual.
- A graduate degree in early childhood education or child development.
- A minimum of 2 semester hours (3 CEUs) in child care administration.

**WORK ENVIRONMENT:**

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

**TRAVEL:**

Some travel required. Mileage will be reimbursed at the Federal rate if a personal vehicle is used. Rental car available upon request provided personal driving history is satisfactory.



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**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designed CSA employees will evaluate job performance through systematic input from various primary internal and external stakeholders for professional growth feedback and systems improvement.

**STATEMENT OF UNDERSTANDING:**

I have reviewed this formal job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of the Employee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Supervisor

\_\_\_\_\_  
Date Signed

## LITERACY COACH

### Job Description

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct
<b>CLASSIFICATION:</b>	Exempt, Full-time or Part-time
<b>JOB GOAL:</b>	To provide students with a first-class learning experience that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy. This position will support and uphold the mission and vision of the academy.

### ESSENTIAL PERFORMANCE RESPONSIBILITIES:

#### CURRICULUM AND INSTRUCTION:

- Accepts responsibility for the achievement of students.
- Helps lead and support reading leadership teams as the school.
- Facilitates study groups for the students.
- Coaches and mentors colleagues.
- Supports and provides initial and ongoing professional development to teachers.
- Works with teachers to ensure that evidence-based reading programs, such as, comprehensive core reading programs, supplemental reading programs, and comprehensive intervention reading programs are implemented with fidelity.
- Trains teachers in each of the five reading components based on an analysis of the pupil performance data.
- Trains and helps with administering and analyzing instructional assessments.
- Provides training for differentiated instruction and intensive intervention.
- Uses progress monitoring.
- Assists with increasing instructional density in the classrooms to meet the needs of all students.



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- Spends time in classrooms as well as with individual students helping with reading lessons.
- Conducts reading assessments, analyzes student achievement data, and develops interventions.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

#### **CLASSROOM MANAGEMENT:**

- Works cooperatively with administration and teachers and generates guardians' confidence.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

#### **STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Reads and communicates new developments and research in reading to administration and classroom teachers.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.



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- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being an employee and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

**FACILITIES:**

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

**OTHER**

- Assumes other responsibilities assigned by the Principal.

**REQUIREMENTS:**

*Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Have a minimum of a bachelor's degree and either advanced coursework in reading or have completed professional development in evidence-based literacy instructional strategies.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Master's degree.
- Knowledge of, and experience teaching, the academic curriculum.



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**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Date Signed

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Signature of Supervisor

\_\_\_\_\_  
Date Signed



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Printed Name of Supervisor

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Date Signed



## **Student Supervision Aide**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Non-exempt, Full-time or Part-time
<b>JOB GOAL:</b>	To provide safe, clean, and constant supervision of students during school hours and at other times assigned by the Principal. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Enforces the school policies and procedures.
- Utilizes appropriate disciplinary procedures and techniques in accordance with the school site discipline plan.
- Responsible for all safety rules and their enforcement on school grounds.
- Have knowledge of all emergency procedures.
- Responsible for work area (i.e. sweeping and removing trash).
- Maintains open lines of communication with all staff.
- Maintains awareness of, and implements, all site playground rules and regulations.
- Supervises and monitors students during assigned playground, hallway and lunchroom supervision periods.
- Reports any unsafe playground conditions, including equipment, to the Principal immediately.
- Keeps the school grounds free from rubbish.
- Keeps lunchroom floors in a clean and attractive condition.
- Assumes responsibility for the safe condition of outdoor structures.
- Assumes other responsibilities assigned by the Principal.

### **REQUIREMENTS:**

#### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Must have a clean background check.
- Passed a physical exam to certify being in good health and drug free.
- Demonstrates aptitude and competence for assigned responsibilities.



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- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- United States citizen, able to communicate in oral and written English.

*Desired Requirements:*

- Experience working with At-Risk students.

**WORK ENVIRONMENT:**

While performing duties of this job, it is an indoor and outdoor working environment subject to bending, crouching, and kneeling to assist students; pushing/pulling and lifting of recreation equipment; standing/walking for prolonged periods of time; occasional running and jumping; and reaching in all directions. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed



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\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Date Signed

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Signature of Supervisor

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Date Signed

\_\_\_\_\_  
Printed Name of Supervisor

\_\_\_\_\_  
Date Signed

## **Administrative Assistant/ Secretary**

### **Job description**

**SUPERVISOR:** Academy Administrator

**CLASSIFICATION:** Exempt or Non-exempt, Full-time or Part-time

**JOB GOAL:** To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children.

#### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Performs usual office routines.
- Handles and prepares correspondence for the Principal and Academy Board.
- Maintains student records as required by law and by local policy.
- Receives and routes all incoming calls.
- Demonstrates positive customer and community relations at all times with all people.
- Serves as the Principal's frontline representative.
- Maintains the daily teacher attendance record and substitute teacher records.
- Assists teachers in preparing instructional materials upon request.
- Processes enrollment procedures for all students.
- Compiles and maintains an up-to-date directory of students and staff throughout the year.
- Maintains a log of visitors to the Academy.
- Applies positive customer service to the role and is perceived as a team member by the staff.
- Assists teachers with simple technology questions.
- Manages the Academy web site.
- Carries out other duties assigned by the Principal and Choice Schools Associates.



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**REQUIREMENTS:**

*Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Use of proper grammar and vocabulary.
- Reputation for self-control and sound interpersonal skills.
- Exemplary work habits verified by previous employer.
- Computer skills in data processing, spreadsheets, data bases, and research.
- Must have a clean background check.
- Solid record of punctuality.
- United States citizen.

*Desired Requirements:*

- Experience in a school setting with school-age children.
- Knowledge and skills working with At-Risk students.

**WORK ENVIRONMENT:**

The work environment is in a standard office setting including standard office equipment (fax, copier, phone, computer, 10-key, etc.). The noise level in the work environment is usually low to moderate. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required sit, use hands for fine manipulation, handle, and reach with hands and arms using a keyboard and video display terminal. The employee is required to walk, stand, stoop, kneel and crouch. The employee must regularly lift and/or move up to 10 pounds and occasionally up to 25 pounds. Specific vision abilities required by this job include close vision.

**TERMS OF EMPLOYMENT:**

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

**LEGAL REQUIREMENTS:**

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



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**EVALUATION:**

The Academy Administrator will evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Printed Name of the Employee

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Signature of Supervisor

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Printed Name of Supervisor

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Date Signed

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Date Signed

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Date Signed

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Date Signed

## **BOARD LIASON/AREA SUPERINTENDENT**

### **Job Description**

<b>SUPERVISOR:</b>	Chief Executive Officer or Designee
<b>SUPERVISES:</b>	Principal, other school site employees (as assigned)
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	To provide positive and effective leadership in contract oversight and relationship building to include, but not be limited to the following: Administrative leadership to the Board of Directors, leadership of the site-based school management team, facilitation and leadership in the areas of human resources, finance, and support services. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

The Board Liaison serves as a critical liaison between Choice Schools Associates and the Board of Directors that have elected to contract with Choice Schools. The Board Liaison reports to the CEO, serves on the director level management team, and assists/advises company managers about the referenced operational areas stated below, and other areas as assigned.

Serves in an operations role for assigned academies and functions as the critical liaison to the Academy Board; assures performance within the areas delineated under CSA's management agreement, with the exception of curriculum, instruction, and assessment functions, for each assigned Academy. Specific responsibilities include, but are not limited to, the following:

### **Governance:**

- Maintains strong relationships with authorizer, federal, and state officials to ensure compliance at all regulatory levels for each assigned school.
- Demonstrates a working knowledge of Board-Authorizer Charter Contract, Board Policies and Administrative Guidelines, Management Agreement, Choice Schools Employee Manual and Vital Operating Procedures, Code of Student Conduct, Family/Student Handbook, Academy Strategic Plan, and Communications/Marketing Plan.
- Understands and works within the Board governance structure with strong focus on serving the Board.
- Establishes and maintains positive relationships with the Board's legal counsel, independent auditor, and other service providers.
- Demonstrates a general knowledge and sensitivity to the unique culture of each Board.
- Coordinates and supports strategic planning initiatives, including:
  - Supports Choice Schools and the Board as custodian of the strategic plan



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- Prepares presentations and metrics for strategic initiatives
- Drives operational initiatives in support of strategic goals
- Educates others about the Academy's strategic plan, Board actions and decision-making rationale, and strategic trends affecting the Academy
- Serves as a resource of information for the Board
- Exceeds authorizer, board, and governmental compliance requirements; monitors the Board-Authorizer contract compliance, amendments, and performance to ensure that services conform to the contract requirements.
- Develops, prepares, distributes, and monitors Board meeting responsibilities, i.e., meeting posting, agenda preparation, posting, and distribution, minutes, and follow-up/follow-through.
- Assists, upon request, the Board to identify potential candidates for the Board.
- Ensures that Choice Schools core values and operating principles are effectively represented at Board meetings.
- Acts as the liaison between the School Leader and staff, parents and community stakeholders, and other partners and the Board of Directors.
- Manages communications and correspondence on behalf of the Board of Directors, including Board meeting minutes.
- Follows up with Board members and special committees as needed.
- Supports the Academy's—Board, employees, and Choice Schools—networking and advocacy goals and coordinates management of media releases.

#### **Finance & Operations:**

- Demonstrates a general knowledge of all school operations including HR, finance, contracts, facilities, and governance.
- Leads, inspires, and energizes employees to create a productive workplace, characterized by collaboration, trust, meaning, dignity, and sense of community.
- Leads the development and implementation of tactical marketing programs and efforts.
- Leads the Finance Department in developing, managing, and controlling the school operating budget within functions and objects and ensures that financial procedures are followed.
- Assists in the support staff employment process—recruitment, selection, evaluation, and training to ensure outstanding support personnel in every school service area.
- Maintains scope of authority, clear lines of communication and reporting, and communications protocol.
- Maintains control of correspondence, data, and reports.
- Works with Finance to facilitate the exploration, development, and application of competitive grants.
- Provides oversight of technology planning and implementation at each assigned school.





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- Ensures that the building and grounds present a positive reputation for the Academy and that the community views the Academy as a safe, secure, and welcoming place.
- Ensures that the physical and financial assets of the Academy are protected from loss and that inventories of physical assets are up to date.
- Ensures that public inquiries and complaints are handled promptly, courteously, and fairly.

**Curriculum & Instruction:**

- Works with the CEO to engage curriculum, instruction, and assessment support systems for the Academy’s educational program and to coordinate evaluation of Principal and instructional staff with the Chief Human Resources Officer.
- Ensures the timely collection and reporting of school performance data to the Board, staff and public by the Principal/Headmaster, Chief Instructional Officer, or designee.

**School Safety and Security:**

- Ensures awareness and implementation of the School Safety Plan/Crisis Management Plan, including fire drills, tornado drills, and lockdown drills.
- Administers traditional discipline practices within parameters of Board Policy and Code of Student Conduct.

**Other Responsibilities:**

- Results and accountability oriented – contracts secured and strengthened
- Promotes good public relations for Choice Schools and its managed schools and promotes charter schools at all times.
- Provides support to the CEO on special operational projects as assigned;
- Works with CSA’s Executive Leadership, Directors, Coordinators, and support staff to ensure open communication and best practice service delivery to all assigned schools
- Serves as a mentor in operations areas of responsibility to assigned Principals.
- Holds assigned Principals accountable for consistent delivery of support services.

**REQUIREMENTS:**

*Minimum Requirements:*

- Bachelor’s Degree from a regionally accredited educational institution
- Skills to manage personnel, programs, and fiscal resources
- Communicates effectively orally and in writing
- Good time management
- Implements creative solutions to problems
- Understands the broad context of Michigan’s charter environment



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- Understands the political environment and makes proper use of strategic thinking and planning.
- Proven ability to work under strict time deadlines.
- General understanding of research on effective schools, support staff development, grant-writing, education law, board policies, and Choice Schools' instructional model.
- Technologically independent and has a basic understanding of school related management systems such as: Microsoft Office, Student Management System selected by the school, compliance system selected by the Authorizer, human resources, finance, and payroll system, School Reach, etc.
- Demonstrated ability to work under limited supervision; provide direction to others and make independent judgments.
- Demonstrated ability to maintain accurate records, meet deadlines, communicate with individuals of varied cultural and educational backgrounds; exercise tact and discretion when handling highly sensitive and confidential issues.

*Desired Requirements:*

- Master's Degree from a regionally accredited educational institution preferred
- Director must have administrative certificate to participate in curriculum, instruction, and assessment responsibilities and to participate in teacher evaluation and school leader evaluation on instruction related and teacher evaluation duties

**WORK ENVIRONMENT:**

Frequent travel required mileage to be reimbursed at the federal rate if personal vehicle is used. Rental car available upon request provided personal driving history is satisfactory. Work will be performed in a school and office setting.

**TERMS OF EMPLOYMENT:**

Twelve month salary and work schedule established by Choice Schools Associates LLC in accordance with CSA Employee Manual.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

- The Chief Executive Officer will evaluate job performance annually according to the following criteria:



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**Evaluation Criteria:**

- Weekly report to CEO of noteworthy events, lingering situations, and need-to-know information; no surprises rule
- Accreditation Status: fully accredited
- Annual Audit: no management letter
- Enrollment: Board budgeted enrollment projection, 90% legacy students; parent satisfaction exceeds expectations on Parent Opinion Survey
- Board evaluation of management company (if done by the Board)
- Compliance: 95% - 100% standard of compliance with Authorizer and other bodies
- Effective management of the contract; contract strengthened with all stakeholders and evidenced adherence to CSA's guiding principles unless a prior exception has been granted

**STATEMENT OF UNDERSTANDING:**

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

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Date Signed

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Signature of Supervisor

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Supervisor

\_\_\_\_\_  
Date Signed

## **ATHLETIC COACH**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Non-exempt, Part-time
<b>JOB GOAL:</b>	Responsible for coaching student athletes in game strategies and techniques to prepare them for athletic competition. Position motivates student athletes to develop an appreciation of the sport. This position will support and uphold the mission and vision of the academy.

#### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Holds organizational meetings for team prospects and encourages potential athletes to participate in the sport.
- Assesses player's skills and assigns team positions.
- Develops a regular practice schedule and organizes practice time to provide both individual and team development.
- Works with the Athletics Director/Principal in scheduling facilities for practices and competition.
- Coaches and instructs players, individually or in groups, regarding the rules, regulations, equipment, and techniques of the sport.
- Observes players during competition and practice to determine the needs for individual or team improvement.
- Establishes and maintains standards of pupil behavior and provides proper supervision of athletes at all times.
- Monitors the academic performance of team members to ensure that eligibility requirements are met; and encourages student athletes to maintain a high academic standard.
- Follows established procedures in the event of an athlete's injury.
- Conferences with parents/guardians, as necessary, regarding the athletic performance of their student.
- Follows MHSAA, and school regulations governing the athletic program.
- Models sports-like behavior and maintains appropriate conduct towards players, officials, and spectators.
- Follows established procedures for the proper care, maintenance, and requisitioning of equipment, supplies, and uniforms.
- Models nondiscriminatory practices in all activities.
- Carries out other duties assigned by the Academy Administrator.



*In our communities everyone thrives.*

## **REQUIREMENTS:**

### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent required.
- Some experience as a coach or assistant coach at the middle or high school level.
- Must possess effective coaching techniques and skills.
- Must possess a thorough knowledge of the MHSAA rules, regulations, strategies, and techniques of the sport.
- Must possess the ability to establish and maintain effective working relationships with school administrators, parents, and students.
- Respected as a professional and as an individual.

### *Desired Requirements:*

- Experience working with At-Risk students.
- First Aid and CPR Certification.

## **WORK ENVIRONMENT:**

While performing duties of this job, the employee is exposed to weather conditions and road hazards prevalent at the time. The noise level in the work environment is usually moderate.

## **TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

## **LEGAL REQUIREMENTS:**

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

## **EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.



*In our communities everyone thrives.*

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

\_\_\_\_\_  
Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Date Signed

\_\_\_\_\_  
Printed Name of Supervisor

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Date Signed

## **BUILDING SUBSTITUTE TEACHER**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Students, and Code of Student Conduct
<b>CLASSIFICATION:</b>	Non-Exempt, Full- Time
<b>JOB GOAL:</b>	The position of a building substitute teacher is to provide an on-going resource for school staffing needs. The substitute will assume the duty of the regular classroom teacher and present the lessons that have been prepared by the regular teacher as assigned. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Follows the lesson plan left by the teacher for whom he/she is substituting.
- Maintains a classroom environment conducive to effective learning.
- Meets and instructs assigned classes in the locations and at the times designated.
- Maintains as fully as possible the established routines and procedures of the school and classroom to which he/she is assigned.
- Plans needed activities when lesson plans do not structure the entire class periods with planned learning activities. Activities planned by the Building Substitute Teacher should be appropriate for grade level and subject of the class.
- Assumes responsibilities for overseeing student behavior in class, between classes and during lunch periods.
- Carries out the regular teacher's discipline plan.
- Assumes any duty that the regular teacher would have for that day.
- Promotes the overall effectiveness of the Academy by performing tasks and sharing responsibilities of other members during peak periods or when there is an overload of duties.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.



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- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Understands, communicates, and enforces the Student Code of Conduct.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being an employee and a member of the Academy.
- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Assumes other responsibilities assigned by the Principal.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Valid Michigan Substitute Teaching Permit or Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the minimum requirements established by the Michigan Department of Education.
- Minimum of 60 credit hours from an accredited college or university with at least a 2.0 cumulative grade point average.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

##### *Desired Requirements:*





*In our communities everyone thrives.*

- Experience working with staff, students and parents.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

\_\_\_\_\_  
Date Signed



*In our communities everyone thrives.*

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Printed Name of Supervisor

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Date Signed

## **CHILD CARE WORKER**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Non-exempt, Full-time or Part-time
<b>JOB GOAL:</b>	Supervising the activities of children enrolled in the child care program and maintaining a clean and safe classroom environment for the children. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

#### **CURRICULUM & INSTRUCTION:**

- Coordinates assigned age appropriate activities for developmental growth.
- Demonstrates understanding and implementation of the Bureau of Community and Health Systems' Child Care Licensing Rules.
- Assists in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Collects and displays suitable materials for bulletin boards and other educational displays.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.

#### **CLASSROOM MANAGEMENT:**

- Works cooperatively with parents and guardians.
- Guides children in working and playing harmoniously with other children.
- Monitors children for the purpose of providing a safe and positive learning environment.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.



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**STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.

**PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.

**FACILITIES:**

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Assumes responsibility for adherence to and monitoring of all licensing regulations and for educating staff on regulations.

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**THER:**

- Assumes other responsibilities assigned by the Principal.

**REQUIREMENTS:**

*Minimum Requirements:*

- High School Diploma or equivalent.
- Must be at least 18 years of age.
- Must meet all requirements established by the Bureau of Community and Health Systems.
- Compliance with the Bureau of Community and Health Systems including, but not limited to physical/TB test, CPR/First Aid/Bloodborne Pathogen training completion, CPS Child Abuse/Neglect and ICHAT/Fingerprint screening.
- Ability to walk, lift up to 100 lbs., climb, bend, reach, and kneel.
- Ability to communicate with students, staff, and guardians in a professional manner.
- Excellent verbal and written expression using proper grammar and vocabulary.



*In our communities everyone thrives.*

- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Experience in an educational setting with school-age children.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed



*In our communities everyone thrives.*

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **CUSTODIAL/MAINTENANCE SUPERVISOR**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Non-exempt, Full-time
<b>JOB GOAL:</b>	Supervises all aspects of the custodial and maintenance operations in order to provide students with a safe, attractive, comfortable, clean, and efficient educational setting. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Plans and prepares employee work schedules.
- Coordinates activities with administrative staff to ensure services are provided in an efficient and timely manner.
- Confers with staff to resolve performance and personnel problems.
- Investigates complaints about service and equipment and takes corrective action.
- Inspects and evaluates the condition of facilities to determine services required.
- Keeps buildings and premises, including walkways, parking lot, and play areas neat and clean at all times.
- Regulates heat, ventilation, and air conditioning systems to provide temperatures appropriate for the season and ensures economical usage of fuel, water, and electricity.
- Shovels, plows, and salts sidewalks, driveways, parking areas, and steps, as appropriate.
- Checks daily to ensure exit doors are open and all panic bolts are working properly during the hours of building occupancy.
- Raises the United States flag at or before 8 a.m. on each school day, and lowers it at or after 3:30 p.m.
- Sweeps or vacuums classrooms daily and dusts furniture.
- Cleans the corridors after school on a daily basis and during the day when the condition requires it.
- Daily scrubs, hoses down, and disinfects bathroom floors, and cleans all sanitary fixtures and drinking fountains.
- Washes all windows on both the inside and outside at least twice each year, and more frequently if necessary.
- Keeps the grounds free from rubbish.
- Performs such yard-keeping chores as grass cutting and tree trimming, as necessary, to maintain the school grounds in a safe and attractive condition.
- Keeps all floors in a clean and attractive condition.
- Cleans all chalkboards and marker boards weekly.



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- Makes minor building repairs.
- Promptly reports major repairs needed to the Principal.
- Regularly maintains a schedule of all motors and other mechanical equipment requiring scheduled servicing.
- Reports any damage to school property.
- Remains on the school property during school hours, and during non-school hours when the use of the building has been authorized and attendance is required by the Principal.
- Assumes responsibility for the opening and closing of the building each school day and for determining that all doors and windows are secured, and all lights, except those left on for safety reasons, are turned off.
- Keeps an inventory of supplies, equipment, and fuel on hand.
- Conducts an ongoing program of general maintenance, upkeep, and repair.
- Moves furniture or equipment within buildings, as required, for various activities and as directed by the Principal.
- Complies with local laws and procedures for the storage and disposal of trash, rubbish, and waste.
- Assumes responsibility for the safe condition of outdoor structures.
- Conducts periodic inspections and tests of all electrical installations in the school to ensure their safe condition.
- Coordinates and works with volunteers in their efforts to beautify Academy grounds.
- Assumes other responsibilities assigned by the Principal.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Demonstrate aptitude and competence for assigned responsibilities.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.

##### *Desired Requirements:*

- Custodial experience in a school setting.
- Experience working with At-Risk students.

#### **WORK ENVIRONMENT:**





*In our communities everyone thrives.*

While performing duties of this job, employee maybe required to walk, lift up to 100 pounds, climb, bend, reach, and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. Tasks may include working alone in the following situations: with ladders of various lengths, with equipment and chemicals, which can be hazardous when not properly handled, and up on rooftops.

**TERMS OF EMPLOYMENT:**

Pay and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal will evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

\_\_\_\_\_  
Signature of Employee

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Date Signed

\_\_\_\_\_  
Printed Name of the Employee

\_\_\_\_\_  
Date Signed

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Signature of Supervisor

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Date Signed

\_\_\_\_\_  
Printed Name of Supervisor

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Date Signed

**CUSTODIAN**  
**Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Non-exempt, Full-time or Part-time
<b>JOB GOAL:</b>	To provide students with a safe, attractive, comfortable, clean, and efficient educational setting. This position will support and uphold the mission and vision of the academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Keeps buildings and premises, including walkways, parking lot, and play areas neat and clean at all times.
- Regulates heat, ventilation, and air conditioning systems to provide temperatures appropriate for the season and ensures economical usage of fuel, water, and electricity.
- Shovels, plows, and salts sidewalks, driveways, parking areas, and steps, as appropriate.
- Checks daily to ensure exit doors are open and all panic bolts are working properly during the hours of building occupancy.
- Sweeps or vacuums classrooms daily and dusts furniture.
- Cleans the corridors after school on a daily basis, and during the day when the condition requires it.
- Daily scrubs, hoses down, and disinfects bathroom floors, and cleans all sanitary fixtures and drinking fountains.
- Washes all windows on both the inside and outside at least twice each year, and more frequently if necessary.
- Keeps the grounds free from rubbish.
- Performs such yard-keeping chores as grass cutting and tree trimming, as necessary, to maintain the school grounds in a safe and attractive condition.
- Maintains all floors in a clean and attractive condition.
- Weekly cleans all chalkboards and marker boards.
- Makes minor building repairs.
- Promptly reports major repairs needed to the Principal.
- Regularly maintains a schedule of all motors and other mechanical equipment requiring scheduled servicing.



*In our communities everyone thrives.*

- Reports any damage to school property.
- Remains on the school property during school hours, and during non-school hours when the use of the building has been authorized and attendance is required by the Principal.
- Assumes responsibility for the opening and closing of the building each school day and for determining that all doors and windows are secured, and that all lights, except those left on for safety reasons, are turned off.
- Keeps an inventory of supplies, equipment, and fuel on hand.
- Conducts an ongoing program of general maintenance, upkeep, and repair.
- Moves furniture or equipment within buildings as required, for various activities and as directed by the Principal.
- Complies with local laws and procedures for the storage and disposal of trash, rubbish, and waste.
- Assumes responsibility for the safe condition of outdoor structures.
- Conducts periodic inspections and tests of all electrical installations in the school to ensure their safe condition.
- Coordinates and works with volunteers in their efforts to beautify Academy grounds.
- Assumes other responsibilities assigned by the Principal.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Demonstrate aptitude and competence for assigned responsibilities.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.

##### *Desired Requirements:*

- Custodial experience in a school setting.
- Experience interacting with staff, students and parents.



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**WORK ENVIRONMENT:**

While performing duties of this job, employee maybe required to walk, lift up to 100 pounds, climb, bend, reach, and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. Tasks may include working alone in the following situations: with ladders of various lengths, with equipment and chemicals, which can be hazardous when not properly handled, and up on rooftops.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Date Signed

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Signature of Supervisor

\_\_\_\_\_  
Date Signed



*In our communities everyone thrives.*

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Printed Name of Supervisor

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Date Signed

## **FOOD SERVICE ASSISTANCE**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Non-exempt, Full-time or Part-time
<b>JOB GOAL:</b>	To provide safe, clean, and constant supervision of students during breakfast/lunch hours and at other times assigned by the Principal. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Enforce the school policies and procedures in the lunchroom.
- Utilizes appropriate disciplinary procedures and techniques in accordance with the school site discipline plan.
- Responsible for all safety rules and their enforcement on school grounds.
- Have knowledge of all emergency procedures.
- Responsible for work area (i.e. sweeping and removing trash).
- Maintains open lines of communication with all staff.
- Maintains awareness of, and implements, all site playground rules and regulations.
- Supervises and monitors students during assigned playground, hallway and lunchroom supervision periods.
- Reports any unsafe playground conditions, including equipment, to the Principal immediately.
- Keeps the school grounds free from rubbish.
- Keeps lunchroom floors in a clean and attractive condition.
- Assumes responsibility for the safe condition of outdoor structures.
- Assumes other responsibilities assigned by the Principal.

### **REQUIREMENTS:**

#### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Must have a clean background check.
- Passed a physical exam to certify being in good health and drug free.
- Demonstrates aptitude and competence for assigned responsibilities.



*In our communities everyone thrives.*

- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- United States citizen, able to communicate in oral and written English.

*Desired Requirements:*

- Experience working with At-Risk students.

**WORK ENVIRONMENT:**

While performing duties of this job, it is an indoor and outdoor working environment subject to bending, crouching, and kneeling to assist students; pushing/pulling and lifting of recreation equipment; standing/walking for prolonged periods of time; occasional running and jumping; and reaching in all directions. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed



*In our communities everyone thrives.*

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed



## **GSRP BREAK WORKER**

### **Job Description**

**SUPERVISOR:** School Leader & GSRP Program Director  
**CLASSIFICATION:** Non-exempt, Part-time  
**JOB GOAL:** To provide students with a safe, comfortable, supervised, and clean environment.

#### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Retrieves and return food for all Pre-K lunch meals
- Supervises students during GSRP Associate Teachers breaks throughout the work day

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Must have a clean background check.
- Must pass a physical exam to certify being in good health and drug free.
- Ability to read and follow directions.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- United States citizen, able to communicate in oral and written English.

##### *Desired Requirements:*

- Food service experience in an educational setting preferred.
- Knowledge and skills working with At-Risk students.

#### **WORK ENVIRONMENT:**

While performing duties of this job, employee maybe required to walk, lift up to 100 pounds, climb, bend, reach, and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a lunchroom setting.

#### **TERMS OF EMPLOYMENT:**

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



*Someone so special deserves the right choice.*

**LEGAL REQUIREMENTS:**

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

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

\_\_\_\_\_  
Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

\_\_\_\_\_  
Printed Name of Supervisor

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Date Signed

## Great Start Readiness Program (GSRP) Teacher

### Job Description

<b>SUPERVISOR:</b>	Principal/GSRP Director
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Students, GSRP Associate Teacher, volunteers, assigned support staff, and Code of Student Conduct
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	To provide students with a first class learning experience that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy. This position will support and uphold the mission and vision of the academy.

#### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

\*This position is funded by a grant from MDE and carries the role of “Great Start Readiness Program (“GSRP”) Lead Teacher” and includes all of the responsibilities stated in the GSRP grant manual.

#### **CURRICULUM & INSTRUCTION:**

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Develops lesson plans collaboratively with the GSRP Associate Teacher and implements the team teaching model as stated in the GSRP grant manual.
- Develops clearly thought out plans and activities with the GSRP Associate Teacher that reflect student interest and follow age appropriate concepts and practices.
- Demonstrates understanding and implementation of the Preschool Program Quality Assessment (“PQA”) and the teaching practices described therein.
- Demonstrates understanding and implementation of the MDE’s Early Childhood Standards of Quality for pre-kindergarten.
- Demonstrates understanding and implementation of the Bureau of Community and Health Systems’ Child Care Licensing Rules.
- Adheres to the Bureau of Community and Health Systems’ Child Care Licensing Rules to maintain appropriate classroom ratios at all times.
- Demonstrates effective planning and organization for instruction.

- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Follows the Academy approved GSRP curriculum, grant policies and procedures as the instructional model.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Effectively implements and uses the Academy approved screening assessment tool and ongoing developmental assessment and is able to explain and interpret the information for students' parents.
- Effectively uses home visits to introduce the program and staff to the parent, develop collaboration for the child's learning, and gather, or report, assessment data.
- Effectively works with teaching team to accumulate and complete accurate curriculum aligned anecdotal notes in a timeframe consistent with curriculum requirements (TS Gold).

**CLASSROOM MANAGEMENT:**

- Works cooperatively with guardians and generates guardians' confidence in the teacher.
- Works to develop a clear understanding of students' background and culture and strives to communicate with parents, guardians and other staff members in a respectful, responsible way.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Effectively communicates to students that the classroom teaching team is a valuable, cooperative unit.

**STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the GSRP Program, and the Academy, in the community.



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#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks. Refrains from using school equipment for personal use at any time during classroom hours in which children are present.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Maintains adequate attendance and demonstrates punctuality to ensure classroom is prepared for the day and availability to parents is offered.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- May serve in the role of licensing “Early Childhood Director” for the GSRP classroom, as assigned.
- Strives to be a productive and contributing member of discussion during team meetings and PLC work while valuing and respecting the opinions of others.
- Provides Early Childhood Director with a copy of all written parent communications as well as maintaining up-to-date parent communication phone log.
- Immediately communicates with Early Childhood Director when/if an issue develops that requires parents to be called for more than routine communication.
- Assumes other responsibilities assigned by the Principal.

#### **Facilities:**

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Assumes responsibility for adherence to all licensing regulations and for educating others on the regulations.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Valid Michigan teaching certificate with ZA endorsement, or an Early Childhood-General AND ZS endorsement; or a Bachelor’s degree in Early Childhood Education, or Child Development.



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- Compliance with all Bureau of Community and Health Systems child care licensing staffing requirements including, but not limited to physical/TB test, CPR/First Aid/Bloodborne Pathogen training completion, CPS Child Abuse/Neglect and ICHAT/Fingerprint screening.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Ability to communicate with students, staff, and guardians.
- Experience in educational setting with school-age children.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Experience working with At-Risk students.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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



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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **Instructional Aide**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Students, volunteers, assigned support staff, and Code of Student Conduct
<b>CLASSIFICATION:</b>	Non-exempt, Full-time or Part-time
<b>JOB GOAL:</b>	Assist the classroom teacher in providing support to individual or small groups, carry out appropriate classroom activities, and maintain a disruption free environment. This position will support and uphold the mission and vision of the environmental academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

#### **CURRICULUM & INSTRUCTION:**

- Supports learning of students under supervision of the classroom teacher.
- Assists the classroom teacher in maintaining individual student records, when asked, for students identified as needing supplemental help.
  - Assists the classroom teacher in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating an atmosphere of mutual respect, independent thought and expression, and student and classroom teacher experiences in large and small groups.

#### **CLASSROOM MANAGEMENT:**

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





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**STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.

**PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Completes all required state and federal documentation, activity logs, including time and effort reports, annual certifications and/or personnel action reports
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.

**FACILITIES:**

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

**OTHER**

- Assumes other responsibilities assigned by the Principal.

**REQUIREMENTS:**

*Minimum Requirements:*

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or obtain an associate's degree (or higher); or meet rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
  - Knowledge of and the ability to assist in, instructing reading, writing, and mathematics;  
or
  - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.
- Ability to communicate with students, staff, and guardians in a professional manner.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Valid Michigan teaching certification.
- Experience successfully working with staff, students and parents.



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**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**INSTRUCTIONAL COACH**  
**Job Description**

<b>SUPERVISOR:</b>	School Leader
<b>CLASSIFICATION:</b>	Exempt, full or part-time
<b>JOB GOALS:</b>	To provide instructional leadership in the development, implementation, and coordination of the Academy's school-wide assessment and curriculum goals.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Train new and existing teachers on programs and curriculum used in the school.
- Attend Professional Development in a train the trainer model and return to train staff.
- Offer coaching through classroom observations and one-on-one meetings with Teachers.
- Provide feedback on evaluations that help educators grow and excel in the classroom.
- Review and critique lesson plans.
- Lead team PLCs meetings.
- Maintain, update, and track any school online data programs.
- Roster students in NWEA MAP, MSTEP, MIACCESS, and/or WIDA.
- Conduct all test verification on BAA and edirect.
- Assist in preparing all data reports in preparation for board meetings.
- Schedule and coordinate all testing in the building.
- Train teachers on testing standards or guidelines and provide support in preparing students for summative testing.
- Help to proctor all building testing.
- Rigby test K-2 students.
- Assist with scheduling Paraprofessionals or Instructional Aides for maximum effectiveness.
- Desegregate data for Title 1 and help and determine what will be school focus and grade level focus for intervention.
- Monitor and evaluate student achievement in both growth and proficiency.
- Use student data to evaluate the impact of teachers' development strategies and classroom interventions in student learning.
- Develop ways to recognize high performing students.
- Assist the Title 1 and Curriculum staff with ordering and purchasing supplies.
- Participate on the SIP team and give ASSIST input.
- Work as a Lead Mentor for new Teachers



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- Facilitate the Global Learning Initiative or other

**REQUIREMENTS:**

*Minimum Requirements:*

- Current Michigan Teaching Certificate
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.
- Knowledge and skills working with At-Risk students.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

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

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

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



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**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**MATH SPECIALIST**  
**Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct
<b>CLASSIFICATION:</b>	Exempt or non-exempt, Full-time or part-time
<b>JOB GOAL:</b>	To promote enhanced math instruction and student learning by helping teachers develop more effective math teaching practices that allow all students to reach high standards as well as sharing research addressing how students learn math. This position will support and uphold the mission and vision of the environmental academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**CURRICULUM & INSTRUCTION:**

- Accepts responsibility for the achievement of students.
- Works with students in order to increase math test scores.
- Spends time in classrooms as well with individual students helping with math lessons.
- Conducts math assessments, analyzes student achievement data, and develops interventions.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Works collaboratively with classroom teachers.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

**CLASSROOM MANAGEMENT:**

- Works cooperatively with guardians and generates guardians' confidence.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

**STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.

**PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

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

**FACILITIES**

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

**REQUIREMENTS:**

*Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Minimum of a bachelor's degree.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Master's degree.
- Experience working with At-Risk students.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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



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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**MEDIA CENTER SPECIALIST**  
**Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Exempt or non-exempt, Full-time or part-time
<b>JOB GOAL:</b>	To assure the smooth and efficient operations of the media center/technology laboratory by coordinating technology operations of the Academy which enables students and teachers to achieve educational excellence for all children. This position will support and uphold the mission and vision of the academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Manages the media center/library and computer laboratory of the Academy.
- Supervises the use of technology, instructional, and communications media of the Academy.
- Provides tutorials to staff and students as needed.
- Teaches students knowledge and skills to use computers as tools for learning, responsible recreation, and research.
- Supervises responsible use of the internet by students and staff and maintains system security.
- Assists teachers in the selection of books and other instructional materials and makes the media center materials available to supplement the instructional program.
- Cooperates with Academy staff to determine appropriate use of computers for instruction.
- Counsels with and gives reading guidance to students who have special reading problems or unusual intellectual interests.
- Coordinates with purchase, distribution, and inventorying of computer hardware and software.
- Serves in an ex-officio capacity to the curriculum committee to select and integrate proper technologies and software to exceed instructional objectives.
- Maintains a comprehensive and efficient system for cataloging materials and equipment and instructs teachers and students on proper use of the system.
- Carries out other duties assigned by the Academy Administrator.

**REQUIREMENTS:**

*Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Minimum of a bachelor's degree.
- Experience in educational setting working with multiple forms of media technology and internet services.
- Computer skills in data processing, spreadsheets, databases, and research.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Master's degree.
- Experience working with At-Risk students.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

**OFFICE MANAGER**  
**Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children. This position will support and uphold the mission and vision of the academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Performs usual office routines.
- Handles and prepares correspondence for the Principal and Academy Board.
- Maintains student records as required by law in a secured and locked location.
- Receives and routes all incoming calls in a friendly, quick, efficient manner.
- Assists in designing and implementing office policies.
- Organizes office operations and procedures.
- Demonstrates positive customer and community relations at all times with all people.
- Serves as the Principal's frontline representative.
- Processes enrollment and exit procedures on a daily basis for all students to update the Academy's student information system.
- Compiles and maintains an up-to-date directory of students and staff throughout the year.
- Answers questions from students, parents, and/or guardians pertaining to the student's academic standing in a standard established by the Principal.
- Maintains a log of visitors to the academy.
- Maintains a log of substitute teachers on site each day.
- Applies positive customer service to the role and is perceived as a team member by the staff.
- Write student tardy passes or detentions as requested by Principal.
- Records each student's daily attendance.
- Records student discipline data.



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- Compiles new student record files (CA60s) for any new incoming students. Contacts previous school for request for records.
- Interacts with all students with compassion.
- Calls parents in case of any student injury or emergency as requested by the Principal.
- Willing to put forth the effort to help any other office employee to keep the Academy's office environment running in a smooth and efficient manner.
- Carry out other duties assigned by the Principal.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Excellent verbal and written expression.
- Demonstrates unwavering confidentiality at all times according to the FERPA and HIPAA guidelines.
- Reputation for self-control and sound interpersonal skills.
- Exemplary work habits verified by previous employer.
- Computer skills in data processing, spreadsheets, data bases, and research.
- Solid record of punctuality.
- United States citizen.

##### *Desired Requirements:*

- Experience in a school setting with school-age children.
- Knowledge and understanding of the academic curriculum.

#### **WORK ENVIRONMENT:**

The work environment is in a standard office setting including standard office equipment (fax, copier, phone, computer, etc.). The noise level in the work environment is usually low to moderate. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required sit, use hands for fine manipulation, handle, and reach with hands and arms using a keyboard and video display terminal. The employee is required to walk, stand, stoop, kneel and crouch. The employee must regularly lift and/or move



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up to 10 pounds and occasionally up to 25 pounds. Specific vision abilities required by this job include close vision.

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Printed Name of Supervisor

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Date Signed

## **PERFORMING ARTS & MUSIC SPECIALIST**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	Provide students with first-class enrichment that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

#### **CURRICULUM & INSTRUCTION:**

- Coordinates performance and/or music activities at a school level and family outreach events in conjunction with School Leader.
- Communicates with staff regularly regarding performances and music opportunities.
- Ensures that the program is visible in school building (posters on walls, bulletin boards, postings on school social media sites, etc.)
- Takes responsibility for performing arts and music materials by organizing, making them accessible to staff, ensuring all materials are cared for and returned, etc.
- Communicates with school leader regarding program progress, resources, etc.
- Provides performance or music related social media posts to the School Leader.
- Accepts responsibility for the achievement of students.
- Guides the learning process in collaboration with teachers toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods, including differentiated instruction, and procedures and adapts effectively to unusual situations.





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- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Administers standardized and local assessments while maintaining a high level of testing integrity.

#### **CLASSROOM MANAGEMENT:**

- Works cooperatively with teachers and parents/guardians and generates parents/guardians' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Understands, communicates, and enforces the Student Code of Conduct.

#### **STUDENT ACQUISITION & RETENTION:**

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

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

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



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- Assumes other responsibilities assigned by the Administrator.

#### **FACILITIES**

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

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Minimum of a bachelor's degree.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

##### *Desired Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the requirements of the Michigan Department of Education and Federal guidelines. Except as otherwise provided by law, the Academy shall use certificated teachers according to the state board rule.
- Knowledge of, and experience teaching, the academic curriculum.

#### **WORK ENVIRONMENT:**

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

#### **TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.



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**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

\_\_\_\_\_

Date Signed

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Printed Name of Supervisor

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Date Signed

## **PRINCIPAL**

### **Job Description**

<b>SUPERVISOR:</b>	Board Liaison/Area Superintendent of CSA
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Staff members designated by CSA
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	To provide leadership to ensure the achievement of education, business management, school development, parent involvement, customer services, and accountability goals. This position will support and uphold the mission and vision of the environmental curriculum and will create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support. This position will support and uphold the mission and vision of the academy.

#### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

##### **SCHOOL DEVELOPMENT:**

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



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- Assist with annual school development plans consistent with the Michigan Revised School Code.

#### **STUDENT ACHIEVEMENT:**

- Supervises the maintenance of accurate records of student progress and attendance of students.
- Systematically uses formative assessment data to guide learning support and drive instruction, curriculum and professional development.
- Provides curriculum that is structured in a manner designed to help the school and students achieve the required objectives of the academic curriculum, state standardized testing requirements, authorizer requirements, and the state and federal requirements.

#### **SCHOOL CULTURE AND BEHAVIOR:**

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

#### **MANAGEMENT AND DEVELOPMENT OF PEOPLE, SYSTEMS, AND RESOURCES:**

- Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, attendance at regional, state, and national meetings, enrollment in advanced courses, by reading professional



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journals and other leadership or management publications, and by discussing problems of mutual interest with others in the field.

- Supervises instructional aides and professional, administrative, and nonprofessional personnel.
- Assists in the recruiting, screening, hiring, training, assigning, and evaluating of the Academy's staff according to state and CSA guidelines.
- Follows Criminal History Record Information policies and requirements and serves as the Authorized Representative.
- Provides comprehensive onboarding plans for new staff and assists in their development.
- Evaluates and counsels all staff members regarding their individual and group performance.
- Conducts staff meetings to keep members informed of policy changes, new programs, etc.
- Recommends to the Board Liaison/Area Superintendent the discipline and/or removal of an employee whose work performance is unsatisfactory.
- Delegates responsible personnel to assume responsibility for the Academy in the absence of the Principal.

#### **FINANCIAL MANAGEMENT**

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

#### **OPERATIONS**

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



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### **STUDENT RECRUITMENT AND ADMISSION**

- Develops and implements a yearly marketing and recruiting plan to attract students to the school.
- Works collaboratively with CSA's marketing department to develop and implement a marketing and recruiting plan.

### **COMMUNITY RELATIONS**

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

### **OTHER**

- Assumes other responsibilities as assigned by the Board Liaison/Area Superintendent.

### **REQUIREMENTS:**

#### *Minimum Requirements:*

- All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.
- Minimum of a bachelor's degree.
- Knowledge of, and experience working with, the academic curriculum.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid in effective communication.
- Excellent verbal and written communication using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Successful experience and references in the educational field.



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- Strong interpersonal skills.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Board Liaison/Area Superintendent and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

\_\_\_\_\_  
Date Signed





*In our communities everyone thrives.*

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Printed Name of Supervisor

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Date Signed

**READING SPECIALIST**  
**Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct
<b>CLASSIFICATION:</b>	Exempt or non-exempt, Full-time or part-time
<b>JOB GOAL:</b>	To promote enhanced reading instruction and student learning by helping teachers develop more effective reading teaching practices that allow all students to reach high standards as well as sharing research addressing how students learn reading. This position will support and uphold the mission and vision of the academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**CURRICULUM & INSTRUCTION:**

- Accepts responsibility for the achievement of students.
- Works with students in order to increase reading test scores.
- Spends time in classrooms as well with individual students helping with reading lessons.
- Conducts reading assessments, analyzes student achievement data, and develops interventions.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Works collaboratively with classroom teachers.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

**CLASSROOM MANAGEMENT:**

- Works cooperatively with guardians and generates guardians' confidence.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

**STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.

**PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

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

**FACILITIES**

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

**REQUIREMENTS:**

*Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.

- Minimum of a bachelor’s degree.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Master’s degree.
- Experience working with At-Risk students.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **SCHOOL NUTRITION DIRECTOR**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	School Nutrition Staff
<b>CLASSIFICATION:</b>	Non-exempt, Full-time or Part-time
<b>JOB GOAL:</b>	Supervises all aspects of kitchen and school nutrition operations in order to provide students with a safe, attractive, comfortable, clean, and efficient school nutrition program. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Supervises and evaluates food service staff at the Academy.
- Oversees preparation, packaging, and distribution of school meals.
- Coordinates with the Principal to ensure food service is meeting the needs of the building students and staff.
- Oversees the effective implementation of the Free/Reduced Breakfast/Lunch Program and all associated data collection and MDE reports.
- Coordinates any and all audits/reviews by the County or State.
- Collects cash for reduced-price meals and full-paid meals.
- Submits all claims for reimbursement by NSLP and CACFP; maintains effective data to substantiate all claims.
- Plans and implements special diets for students with documented special meal requirements.
- Evaluate and report on menu acceptance in compliance with State and Federal regulations.
- Adheres to all district health and safety policies, including all precautions of the Bloodborne Pathogens Exposure Control Plan.
- Accounts and reports funds collected for meals for students and adults.
- Maintains food preparation and dining areas at ratings exceeding state standards.
- Maintains food service areas, equipment, and furnishings in neat, clean, and appealing condition.
- Achieves high levels of customer satisfaction through student participation rates and by student and adult ratings.
- Promptly reports major repairs needed to the Principal.
- Immediately reports any damage to school property to the Principal.



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- Keeps an inventory of food, supplies, and equipment on hand, and makes requisitions to the Principal far enough in advance to sustain a smooth-running and continuous food service program.
- Works collaboratively with other food service coordinators in the company to establish consistency in service.
- Participates in the hiring process.
- Develops and implements a training program for food service employees.
- Participates in applying for any grants associated with this program.
- Assumes other responsibilities assigned by the Principal.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent and 5 years of relevant experience in school nutrition programs.
- Must have a clean background check.
- Food service experience in an educational setting.
- Ability to read, follow directions, and maintain records.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.

##### *Desired Requirements:*

- Valid ServSafe Certification.
- Experience working with At-Risk students.

#### **WORK ENVIRONMENT:**

While performing duties of this job, employee maybe required to walk, lift up to 100 pounds, climb, bend, reach, and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a lunchroom setting.

#### **TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.



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**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal will evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed



## **SOCIAL WORKER**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	To promote understanding of the emotional and social development of children and the influences of family, community, and cultural differences on student success along with the implementation of effective intervention strategies. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Conducts assessments and evaluations in accordance with family and student rights.
- Uses student, family, and school assessment results to identify needs that affect student learning.
- Provides social work counseling to students and parents.
- Provides psycho-social assessment and diagnosis of behavior disabilities with recommendations and/or environmental manipulations at the school, home, and/or community with periodic reevaluations.
- Evaluates transcripts; participates, as requested, in planning, implementation and follow-up phases of proficiency testing.
- Participates in Child Study Process and Individual Education Plan (IEP) process as required.
- Makes referral to public or private agencies with appropriate follow-up
- Serves as a liaison between school, family, and community resources.
- Serves as a source of information regarding community resources.
- Participates in case conferences involving cooperation with other pupil personnel workers, school personnel, and community agencies.
- Acts as a consultant to resolve problems concerning issuance of credits.
- Work with students on an individual basis in seeking solution to personal problems related to such areas as home and family relations, health, and emotional adjustment.
- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Works cooperatively with the Health Education Teachers to carry out the Academy's sex education program.
- Provides in-service training for staff in guidance programs and in student conflict resolution and self-awareness programs.



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- Conforms to the National Association of Social Work (NASW), Code of Ethics, and Standards for School Social Work practice.
- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Maintains and administers the student records system according to the Academy, state, and federal regulations and protects the system's confidentiality.
- Organizes time, resources, energy, and workload in order to meet responsibilities.
- Participates in appropriate professional development activities to improve knowledge and skills.
- Assumes other responsibilities assigned by the Principal.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Valid state certificate as School Counselor, or School Social Worker.
- Demonstrated competence in all areas of focus.
- Social work case reporting and writing skills.
- Ability to counsel students, parents, and staff, individually and in groups.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

##### *Desired Requirements:*

- Knowledge and skills of the IEP process.
- Knowledge and skills working with At-Risk students.

#### **WORK ENVIRONMENT:**

While performing duties of this job, it is an indoor and outdoor working environment subject to bending, crouching, and kneeling to assist students; pushing/pulling and lifting of recreation equipment; standing/walking for prolonged periods of time; occasional running and jumping; and reaching in all directions. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate.

#### **TERMS OF EMPLOYMENT:**



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Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **Special Education-Instructional Aide**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Non-exempt, Full-time or Part-time
<b>JOB GOAL:</b>	Assist the classroom teacher in supporting instruction to individual or small groups, carry out appropriate classroom activities, and maintain disruption-free, learner-centered supportive environment. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

#### **CURRICULUM & INSTRUCTION SUPPORT:**

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

#### **CLASSROOM MANAGEMENT:**

- Works cooperatively with guardians and generates guardians' confidence.
- Guides children in working and playing harmoniously and safely with other children.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a role model.



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- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Implements proactive behavior and learning strategies under the direction of the classroom teacher.

**STUDENT ACQUISITION & RETENTION:**

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

**PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

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

**FACILITIES:**

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

**REQUIREMENTS:**

*Minimum Requirements:*

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or obtain an associates' degree (or higher); or meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
  - Knowledge of and the ability to assist in, instructing reading, writing and mathematics; or
  - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.
- Ability to communicate with students, staff, and guardians in a professional manner.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.



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- Strong interpersonal skills.

*Desired Requirements:*

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

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

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

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

\_\_\_\_\_  
Printed Name of Employee

\_\_\_\_\_  
Date Signed



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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **SPECIAL EDUCATION TEACHER**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct
<b>CLASSIFICATION:</b>	Exempt, Full-time or Part-time
<b>JOB GOAL:</b>	To provide students with a first-class learning experience that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

#### **CURRICULUM & INSTRUCTION:**

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





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- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

#### **MAINTAIN STUDENT RECORDS:**

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

#### **CLASSROOM MANAGEMENT:**

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

#### **STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

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



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- Displays pride in being a Special Education Teacher and a member of the Academy.

**FACILITIES:**

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

**OTHER:**

- Assumes other responsibilities assigned by the Principal.

**REQUIREMENTS:**

*Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the requirements of the Michigan Department of Education and Federal guidelines. Except as otherwise provided by law, the Academy shall use certificated teacher according to state board rule.
- Minimum of a bachelor's degree.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data and as a tool to aid an effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Knowledge, and experience teaching, the academic curriculum.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.



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**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **Student Advocate Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Exempt or non-exempt, Full-time or part-time
<b>JOB GOAL:</b>	Provide guidance and advocacy to students to ensure they meet academic and behavioral requirements to move to the next grade level and provide safety and security for all students and families. This position will support and uphold the mission and vision of the academy.

### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Communicates accurately and timely with students and their families to ensure a continuous school-family partnership exists.
- Links students and their families to school and community resources.
- Evaluates student progress including attendance, academic, and behavioral data.
- Coordinates with community partners to build resources.
- Uses restorative justice process to focus on repairing harm through inclusive processes that engage all stakeholders, shifting the focus of discipline from punishment to learning from the individual to the community.
- Makes home visits to obtain information about students.
- Keeps accurate and timely records of student information in Powerschool, as well as parent, staff, and community contacts.
- Participates in stakeholder conferences to develop student action plans.
- Assists with the supervision of students during instructional and non-instructional time.
- Supports a positive school climate while interacting with students, families, staff and community members.
- Guides children in working and playing harmoniously and safely with other children.
- Maintains confidentiality when dealing with students, families, staff, and community members.
- Performs moderate to extensive physical activity including frequent standing or walking.
- Facilitates social and emotional growth with students.
- Improves professional competence through professional development.
- Provides an atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Implements proactive behavior and learning strategies under the direction of the classroom teacher.
- Assumes other duties as assigned by the Principal.



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**PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

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

**REQUIREMENTS:**

*Minimum Requirements:*

- Associate's degree.
- Excellent verbal and written communication skills.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- Excellent organizational and leadership skills.
- Experience working with At-Risk students.

*Desired Requirements:*

- Bachelor's degree.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.



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**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **STUDENT SUPERVISION AIDE**

### **Job Description**

**SUPERVISOR:** Academy Administrator

**CLASSIFICATION:** Non-exempt, Full-time or Part-time

**JOB GOAL:** To provide safe, clean and constant supervision of students during school hours and at other times as assigned by the Administrator.

#### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

- Enforces the school policies and procedures.
- Utilizes appropriate disciplinary procedures and techniques in accordance with the school site discipline plan.
- Responsible for all safety rules and their enforcement on school grounds.
- Have knowledge of all emergency procedures.
- Responsible for work area. (i.e. sweeping and removing trash).
- Maintain open lines of communication with all staff.
- Be aware of and implement all site playground rules and regulations.
- Supervise and monitor students during assigned playground, hallway and lunchroom supervision periods.
- Report any unsafe playground conditions, including equipment, to the Administrator immediately.
- Keeps the school grounds free from rubbish.
- Keeps lunchroom floors in a clean and in attractive condition.
- Assumes responsibility for the safe condition of outdoor structures.
- Assumes other responsibilities assigned by the Administrator.

#### **REQUIREMENTS:**

##### *Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Must have a clean background check.
- Passed a physical exam to certify being in good health and drug free.
- Demonstrate aptitude and competence for assigned responsibilities.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.



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- United States citizen, able to communicate in oral and written English.

*Desired Requirements:*

- Knowledge and skills working with At-Risk students.

**WORK ENVIRONMENT:**

While performing duties of this job, it is an indoor and outdoor working environment subject to bending, crouching and kneeling to assist students; pushing/pulling and lifting of recreation equipment; standing/walking for prolonged period of time; occasional running and jumping; and reaching in all directions. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate.

**TERMS OF EMPLOYMENT:**

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

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Academy Administrator will evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed



**TEACHER**  
**Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	To provide students with a first-class learning experience that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy. This position will support and uphold the mission and vision of the academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**CURRICULUM & INSTRUCTION:**

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



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#### **CLASSROOM MANAGEMENT:**

- Works cooperatively with guardians and generates guardians' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

#### **STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.

#### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

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

#### **FACILITIES**

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

#### **OTHER**

- Assumes other responsibilities assigned by the Principal.



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**REQUIREMENTS:**

*Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the requirements of the Michigan Department of Education and Federal guidelines. Except as otherwise provided by law, the Academy shall use certificated teachers according to the state board rule.
- Minimum of a bachelor's degree.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- Knowledge of, and experience teaching, the academic curriculum.

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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



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**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

## **TECHNOLOGY COORDINATOR**

### **Job Description**

<b>SUPERVISOR:</b>	Principal
<b>EMPLOYED BY:</b>	CSA
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	To assure the smooth and efficient operations of the media center/technology laboratory by coordinating technology operations of the Academy which enables students and teachers to achieve educational excellence for all children. This position will support and uphold the mission and vision of the academy.

#### **ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

##### **CURRICULUM & INSTRUCTION SUPPORT:**

- Teaches classroom Teachers the knowledge and skills to use computers as tools for learning, responsible recreation, and research.
- Cooperates with Academy staff to determine the appropriate use of computer instruction.
- Serves in an ex officio capacity to the instructional staff to select and integrate proper technologies and software to exceed instructional objectives.
- Maintains a comprehensive and efficient system for cataloging materials and equipment then instructs teachers and students on proper use of the system.

##### **STUDENT ACQUISITION & RETENTION:**

- Shares responsibility for marketing the Academy in the community.

##### **PROFESSIONAL DEVELOPMENT & LEADERSHIP:**

- Provides tutorials to staff and students as needed.
- Supervises the use of technological, instructional, and communications media for the Academy.
- Uses technology effectively for instruction, record keeping, communications and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.



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**OPERATIONS:**

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Manages the Academy media center and computer laboratory.
- Supervises responsible use of the internet by students and staff and maintains system security.
- Coordinates the purchase, distribution, and inventorying of computer hardware and software.
- Coordinates maintenance and service needs of technology equipment at the Academy.

**OTHER:**

- Assumes other responsibilities assigned by the Principal.

**REQUIREMENTS:**

*Minimum Requirements:*

- Bachelor's degree in related field required or a combination of education, experience and training that would produce the required knowledge and abilities.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Computer literate with extensive knowledge of educational technologies.
- Computer skills in data processing, spreadsheets, databases, and research.
- Ability to communicate with students, staff, and parents using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements:*

- A+ Certification
- Experience with Network and System Administration.

**WORK ENVIRONMENT:**

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



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**TERMS OF EMPLOYMENT:**

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

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

**EVALUATION:**

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of the Employee

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Date Signed

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Signature of Supervisor

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Date Signed

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Printed Name of Supervisor

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Date Signed

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

<b>SUPERVISOR:</b>	Principal and Board Liaison/Area Superintendent
<b>EMPLOYED BY:</b>	CSA
<b>SUPERVISES:</b>	Staff members designated by CSA
<b>CLASSIFICATION:</b>	Exempt, Full-time
<b>JOB GOAL:</b>	To provide leadership to ensure the achievement of education, business management, school development, parent engagement and involvement, staff development, customer service, and accountability goals. To create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support. This position will support and uphold the mission and vision of the academy.

**ESSENTIAL PERFORMANCE RESPONSIBILITIES:**

**SCHOOL DEVELOPMENT:**

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

**STUDENT ACHIEVEMENT:**

- Supervises the integrity of accurate records of student progress and attendance of students.





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- Systematically uses standardized and formative assessment data to guide learning support and drive instruction, curriculum and professional development.
- Facilitates use of curriculum that is structured in a manner designed to help the school and students achieve the required objectives of Michigan's School Accountability System and the goals included within the Academy's Charter Contract.

#### **SCHOOL CULTURE AND BEHAVIOR:**

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

#### **MANAGEMENT AND DEVELOPMENT OF PEOPLE, SYSTEMS, AND RESOURCES:**

- Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, attendance at regional, state, and national meetings, enrollment in advanced courses, by reading professional journals and other leadership or management publications, and by discussing problems of mutual interest with others in the field.
- Supervises instructional aides and professional, administrative, and nonprofessional personnel.
- Assists in recruiting, screening, hiring, training, assigning, and evaluating the Academy's staff.
- Provides comprehensive onboarding program for new staff and assists in their development.
- Evaluates and coaches all staff members regarding their individual and group performance.



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- Conducts productive staff meetings to keep members informed of policy changes, new programs, etc.
- Recommends to the Board Liaison/Area Superintendent the discipline and/or removal of an employee whose work performance is unsatisfactory.
- Delegates responsible personnel to assume responsibility for the Academy in the absence of the Assistant School Leader.
- Communicates effectively and timely with all stakeholders with consistency and follow-through.

**FINANCIAL MANAGEMENT:**

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

**OPERATIONS:**

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

**STUDENT RECRUITMENT AND ADMISSION:**

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

**COMMUNITY RELATIONS:**

- Cooperates with college and university officials regarding teacher training and preparation.
- Assumes responsibility for all official Academy correspondence and news release approved by the Board Liaison/Area Superintendent.
- Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs,



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interpret Board policies and administrative directives, and discuss and resolve individual student problems.

- Serves as a member of committees and attends such meetings as directed by the Board Liaison/Area Superintendent.

**OTHER:**

- Assumes other responsibilities as assigned by the Board Liaison/Area Superintendent.

**REQUIREMENTS:**

*Minimum Requirements:*

- All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.
- Minimum of a bachelor's degree.
- Knowledge or, and experience working with, At-Risk students.
- Effective use of technology, as a means of analyzing academic achievement data, and as a tool to aid in communications with stakeholders.
- Excellent verbal and written communication using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

*Desired Requirements*

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

**WORK ENVIRONMENT:**

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

**TERMS OF EMPLOYMENT:**

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

**LEGAL REQUIREMENTS:**



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

**EVALUATION:**

The Board Liaison/Area Superintendent and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

**STATEMENT OF UNDERSTANDING:**

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

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Signature of Employee

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Date Signed

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Printed Name of Employee

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Date Signed

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Signature of Supervisor

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Printed Name of Supervisor

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Date Signed

## MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the "Agreement") is entered into and made effective as of this 1st day of July 1, 2022 (the "Effective Date"), by and between **Choice Schools Associates, L.L.C.**, a limited liability company ("CSA") and **Dove Academy of Detroit** (the "Academy"), a body corporate and public school academy organized under the Michigan Revised School Code (the "Code").

**1WHEREAS**, The Academy is a public school academy located at 20001 Wexford Street, Detroit, Michigan 48234 and is authorized pursuant to a charter contract (the "Contract") issued by the Board of Trustees of Oakland University ("Oakland" or the "Authorizer"); and

**2WHEREAS**, The Academy operates under the direction of an Academy Board of Directors (the "Board");

**3WHEREAS**, CSA is a Michigan limited liability company providing educational and management services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

**4WHEREAS**, The Academy desires to engage CSA as of the Effective Date to perform certain services as set forth in this Agreement related to the Academy's educational program and operations.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

### ARTICLE I

#### CONTRACTUAL RELATIONSHIP

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

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

C. **Status of the Parties.** CSA is a Michigan limited liability company and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized

by the Code, and is not a division or part of CSA. The relationship between CSA and the Academy is based solely on the terms of this Agreement. The parties to this Agreement acknowledge that CSA's relationship with the Academy created by this Agreement is that of an independent contractor, and that except as expressly set forth in this Agreement, no employee of CSA shall be deemed to be an agent or employee of the Academy. CSA is the sole employer of its employees assigned to the Academy under the terms of the Agreement and shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The Parties agree that none of the voting power of the governing body of CSA or the Board will be vested or delegated in CSA or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and CSA are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code.

D. **Designation of Agents.** Except as set forth in this Paragraph or as expressly acknowledged in writing by the Board, no employee of CSA shall be deemed to be an agent of the Academy. Notwithstanding the foregoing, the Academy and CSA agree that employees of CSA, to the extent they have a legitimate educational interest in so doing, are authorized access to educational records under 20 U.S.C. § 1232g, 34 CFR 99 the Family Educational Rights and Privacy Act ("FERPA"), provided the Academy disseminates the notice required pursuant to FERPA and its related regulations, and the Academy may disclose confidential data and information to CSA, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, FERPA; the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d -13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. If CSA receives information that is part of a pupil's education records from any source as permitted under the Code, CSA shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136. This limited agency shall be disclosed in the Academy's annual FERPA notice.

## ARTICLE II

### TERM

A. **Term.** This Agreement shall become effective July 1, 2022 and shall be for five (5) academic years, commencing on July 1, 2022 and ending on June 30, 2027, subject to continuation of the Contract from Oakland and continued receipt of State School Aid. Under no circumstances shall the maximum term of this Agreement exceed the length of the Contract. The Contract is effective through June 30, 2027, unless otherwise terminated as set forth under the terms of this Agreement including but not limited to Article VII. The parties recognize that during the reauthorization process, Oakland may condition an extension of the Contract upon modifications to this Agreement and the parties agree to negotiate such modifications in good faith.

B. **Revocation or Termination of Academy's Contract.** If the Academy's Contract issued by the Authorizer is revoked, terminated, or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action by the parties and without penalty to the Academy.

ARTICLE III  
FUNCTIONS OF CSA

A.           **Responsibility.** Under the direction of the Board, CSA shall be responsible for all of the management, operation, administration, and education at the Academy consistent with Board Policy, the Contract, and applicable law. Such functions include, but are not limited to:

1.       Implementation and administration of the Educational Program and curriculum contained in the Contract;
2.       Marketing and communication plan development for Board approval; the cost and implementation of which shall be the Academy's responsibility;
3.       Budget preparation and financial management services;
4.       Management of accounting and bookkeeping services;
5.       Risk management;
6.       Acquisition of instructional and non-instructional material, equipment and supplies, the cost of which shall be the Academy's responsibility;
7.       Selection, employment and supervision of all teachers and staff and related personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support CSA employees;
8.       Food service management;
9.       Transportation management;
10.      Facilities maintenance, including assistance in securing funding sources for facility improvements;
11.      Preparation of required local, state and federal reports, including reports required under the Contract with Oakland;
12.      Information and technology system management;
13.      Preparation of applications and reports for state and federal grants;
14.      Management of school building operations;
15.      Administration of extra-curricular and co-curricular activities and programs approved by the Board;
16.      Preparation and implementation of administrative guidelines supporting board policy, including student codes of conduct;

17. Provision of special education programs and services to eligible students who attend the Academy in conformity with the requirements of state and federal laws and applicable regulations and policies.

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

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

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

E. **Acquisitions.** All acquisitions made by CSA for the Academy with Federal or State School Aid funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. CSA and its subcontractors will comply with all federal and state laws, rules and regulations in addition to such policies as the Board may, from time to time adopt, under Section 1267 and Section 1274 of the Code as if the Academy were making these purchases directly from a third party supplier. CSA agrees that it will not include any mark-up fees or additional charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.



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

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

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

I. **Legal Requirements.** CSA shall provide an Educational Program that meets federal, state and local requirements, and the requirements imposed under the Code and the Contract.

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

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

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

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

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

O. **Annual Budget Preparation.** CSA will provide the Board with a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* and in a form satisfactory to the Board and to Oakland. The budget shall contain reasonable detail as requested by the Board and as necessary to comply with the General Accepted Accounting Principles (GAAP) standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to Oakland. The budget may be amended from time to time as deemed necessary and as approved by the Board. A member of the Board shall be designated as the Chief Administrative Officer, as that term is defined in Section 2b(3) of the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* This position cannot be filled by a CSA employee.

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

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

## ARTICLE IV

### OBLIGATIONS OF THE BOARD

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

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

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

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

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

F. **Audit.** The Board shall select and retain an independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law. CSA shall make all of CSA's records related to the Academy (including, but not limited to, all financial records) available to the Academy's auditor and shall cooperate with the Academy's auditor.

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

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

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

J. **Contract with Oakland.** The Board will not act in a manner which will cause the Academy to be in breach of its Contract with Oakland. Additionally, CSA 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. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

K. **Evaluation of CSA.** The Board will evaluate the performance of CSA each year to provide CSA with an understanding of the Board's view of its performance under this Agreement. A preliminary evaluation will normally occur early each year followed by a year-end evaluation in June. The Board will determine the format to conduct these evaluations. Special evaluations may occur at any time, in the Board's sole discretion.

## ARTICLE V

### FINANCIAL ARRANGEMENT

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

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

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

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

C. **Compensation for Services.** For the term of this Agreement, the Academy shall pay CSA an annual fee (the "Fee"). This annual fee shall be calculated as follows: The Fee to be paid for services performed between July 1, 2022 through June 30, 2027 shall be ten (10.00%) percent of all annual gross revenues less the three percent (3%) retained by Oakland for its oversight fee. CSA's annual fee shall be paid in twelve (12) equal monthly installments beginning in July of each school year. The exact day of the month that each monthly installment is to be paid will coincide with the timing of any state school aid payment from the State of Michigan to be received in that month. In months where no

state school aid payments are to be received, the day of the month when that monthly installment will be due will be mutually agreed upon by the parties after taking into consideration available year-end funds and the timing of funds to be made available from state school aid anticipation notes or other sources. All installments of the Fee for the 2026-2027 school year shall be paid by June 30, 2027 if this Agreement is not extended beyond the scheduled termination date. The amount of the Fee is subject to reduction in a mutually agreeable amount in any school year if extenuating circumstances make payment of the entire annual fee inappropriate.

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

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

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

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

H. **Financial Reporting.** On no less than a monthly basis, CSA shall provide the Board with a written report detailing the status of the budget-to-actual revenues including but not limited to a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balances that includes a comparison of budget-to-actual information and an explanation of variances. This report shall contain recommendations for necessary budget corrections and shall be prepared sufficiently in advance of the Board meeting to be available for Board packets sent to Board members. CSA shall provide special reports as necessary to keep the Board informed of changing conditions.

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

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

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

L. **Access to Records.** CSA shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of CSA, and retain all of these records for a period of five (5) years (or longer if required by law) from the close of the fiscal year to which such books, accounts and records relate. Financial, educational, operational and student records that are now or may in the future come into the possession of CSA remain Academy records and are required to be returned by CSA to the Academy at the expiration of this Agreement or at any point upon demand. CSA and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are public records subject to disclosure in accordance with the provisions of the Michigan Freedom of Information Act ("FOIA"). This Agreement shall not be construed to restrict Oakland's or the public's access to these records under FOIA or the Contract, and CSA shall assist the Academy in responding to any FOIA requests..

## ARTICLE VI

### PERSONNEL AND TRAINING

A. **Personnel Responsibility.** CSA is responsible for providing the Academy with a School Administrator and qualified teaching, instructional support, pupil support, food service, secretarial, security and other staff to operate the Academy within the staffing levels approved by the Board in its annual budget. CSA shall have the sole authority to select, evaluate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Board employees or consultants, if any, consistent with applicable law and the provisions of this

Agreement. With the exception of Board employees or consultants, if any, CSA shall be the sole employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to its employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, CSA shall not make payments to the Michigan Public School Employees' Retirement System ("MPERS") or any other public retirement system on behalf of its employees. CSA will provide the Board with a detailed listing of the anticipated compensation and fringe benefit costs for all employees of CSA who will be assigned to provide services at the Academy. The Board will reimburse CSA for the cost of the salaries, fringe benefits, and social security withholdings of employees assigned to the Academy, provided that these costs are not higher than anticipated and approved in the annual budget. At its option, the Board may advance funds to CSA for the cost of the salaries, fringe benefits and social security of employees assigned to the Academy, provided that documentation for the fees and expenses are provided by CSA for Board review and are consistent with budget allocations. At the request of the Board, CSA will provide payroll services for employees of the Board.

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

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

**C. Teachers.** As part of the annual budgeting process, CSA shall make a recommendation to the Board regarding the number of teachers, and the applicable grade levels and subjects, required for

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

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

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

## ARTICLE VII

### TERMINATION OF AGREEMENT

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



material breach and the period of time within which CSA has to remedy this breach, not to exceed sixty (60) days. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing CSA with written notification of termination.

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

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

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

**E. Change in Law.** If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within ninety (90) calendar days after the notice, the party requesting the renegotiation may terminate this Agreement on thirty (30) calendar days further written notice. Notwithstanding the above, in the event this Agreement is terminated by either party prior to the end of the term specified in Article II, the parties shall work together and unless financially impossible, the termination will not become effective until the end of that school year.

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

**G. Transition.**

In the event of termination or expiration of this Agreement or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, CSA shall, without additional charge:

(i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority;

(ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records;

(iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Promise Schools to the Academy;

(iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and

(v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

CSA shall complete transition items (ii) through (v) above on or before June 30<sup>th</sup> of the transition year. CSA shall complete transition item (i) above within a reasonable timeframe from when the school year end financial records are available.

**ARTICLE VIII**

**PROPRIETARY INFORMATION**

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

**B. Required Disclosure.** The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to Oakland and to the State Board of Education, which teaching techniques or methods may thereafter be made available

to the public, as provided in Sections 505(3) and 515(3) of the Code, notwithstanding anything contained in this Article VIII to the contrary. Additionally, all instructional materials, curricula, and/or materials developed for use at the Academy are subject to disclosure to Oakland and to the public under the Freedom of Information Act.

## ARTICLE IX

### INDEMNIFICATION

A. **Indemnification of CSA.** To the extent permitted by law and without waiving any governmental immunities, the Academy shall indemnify and hold CSA (which term for purposes of this Section A, includes CSA's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse CSA for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to CSA.

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

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

D. **Indemnification of Oakland University.** The parties acknowledge and agree that the Oakland University Board of Trustees, Oakland University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless 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 CSA's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Oakland University, the Oakland University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or CSA, or which arise out of the failure of the Academy Board or CSA to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Oakland University, the Oakland University Board of Trustees or its members, or their respective officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

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

## ARTICLE X

### INSURANCE

A. **Insurance of the Academy.** The Academy shall secure and maintain general liability and umbrella insurance coverage, with CSA listed as an additional insured. This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of CSA required by this Agreement. The Academy shall, upon request, present evidence to CSA that it maintains the requisite insurance in compliance with the provisions of this Article X, Section A. CSA shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.

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

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

## ARTICLE XI

## MISCELLANEOUS

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

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

C. **Notices.** All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered (including delivery by commercial delivery service), or sent by United States mail, certified or registered, postage prepaid, or sent by nationally recognized overnight courier. Notices shall be deemed given (i) on the date of delivery, if delivered via commercial delivery service (unless such date is a weekend or holiday in which event such notice shall be deemed given on the next succeeding Business Day), (ii) three (3) Business Days following deposit in the United States Mail, if sent via certified mail or registered mail, or (iii) on the Business Day next succeeding the date upon which such notice is given to any nationally recognized overnight courier. All notices, demands, requests and consents under this Agreement shall be addressed as follows:

If to CSA: Choice Schools Associates, L.L.C.  
5251 Clyde Park Ave, SW  
Wyoming, Michigan 49509  
Attention: Sarah Wildey, Chief Executive Officer

If to Academy: Dove Academy of Detroit  
20001 Wexford Street  
Detroit, Michigan 48234  
Attention: Board President

With a copy to: Dickinson Wright  
500 Woodward Avenue, Suite 4000  
Detroit, Michigan 48226  
Phone: (313) 233-3513  
Facsimile: (844) 670-6009

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

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

F. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this

Agreement must be made in writing, approved by the Board and CSA, and signed by a duly authorized officer. In addition, the Board must also secure the approval of Oakland before any modification to this Agreement can become effective.

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

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

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

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

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

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

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

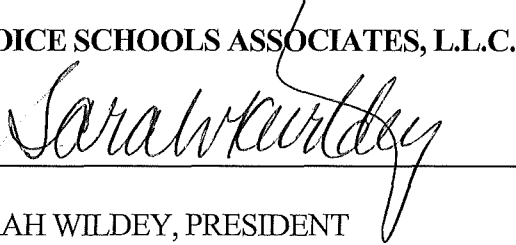
N. **Modification to Conform to Changed Oakland Policies.** The parties intend that this Agreement shall comply with Oakland's Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in Oakland's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in

conflict the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised by Oakland of the changes to its policies.

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

**CHOICE SCHOOLS ASSOCIATES, L.L.C.**

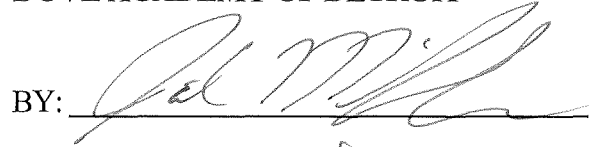
BY:

  
\_\_\_\_\_

SARAH WILDEY, PRESIDENT

**DOVE ACADEMY OF DETROIT**

BY:

  
\_\_\_\_\_

Jared McElroy, PRESIDENT





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

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

2. The address and a description of the site and physical plant is as follows:

Address: 20001 Wexford  
Detroit, MI 48234

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

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

Term of Use: Term of Contract.

Name of the School District and Intermediate School District:

Local: Detroit Public Schools

ISD: Wayne RESA

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

- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

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

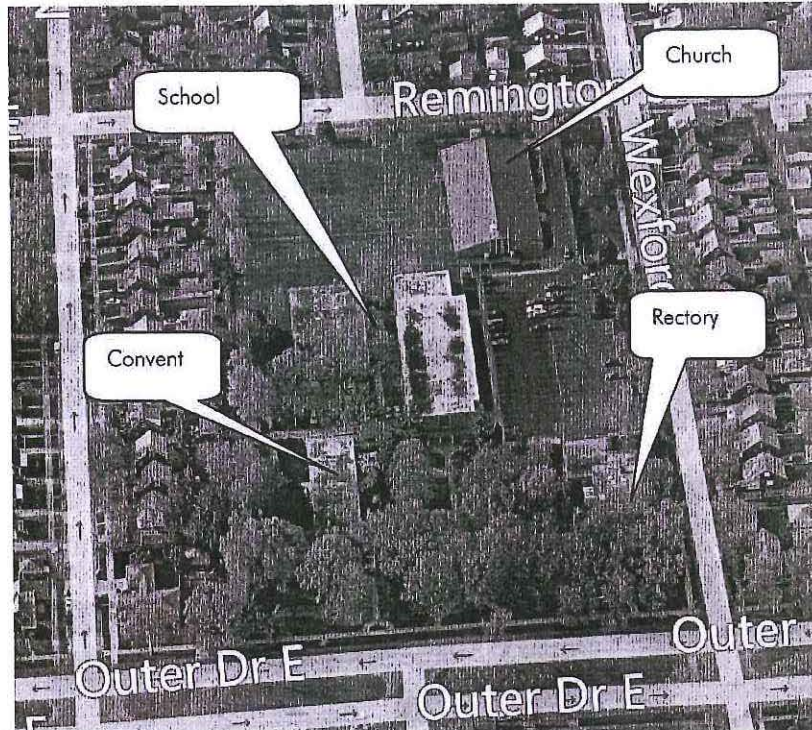
5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the University, and the amendment regarding the new site has been executed.
6. The Academy agrees to comply with the single site restriction contained in this Schedule 6 for the configuration of grade levels identified at the Site. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.





lp d jhu | # 5347 # # 1 j 1 d o r e h / # d g e r u / # K V 1 3 # h r a j | E d d # x y h / # K V G D # E d u p # h y / E h # d j h q E | # E d s # g d v d # 5347 # r r j d h 433 # h x



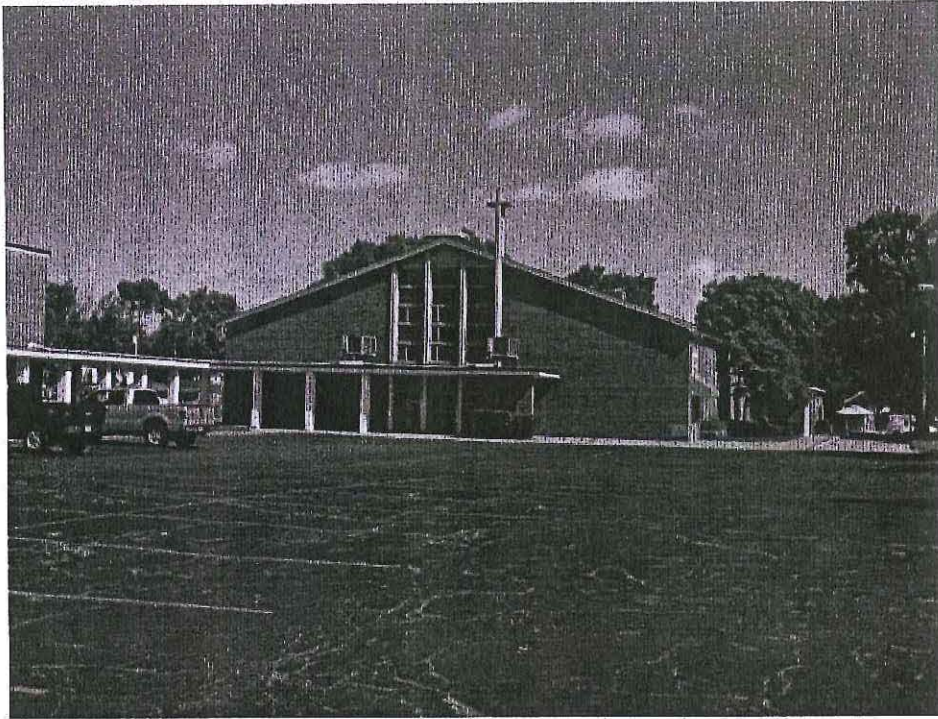


BIRD'S EYE VIEW OF THE SUBJECT



VIEW OF THE SCHOOL





VIEW OF CHURCH AND GYMNASIUM

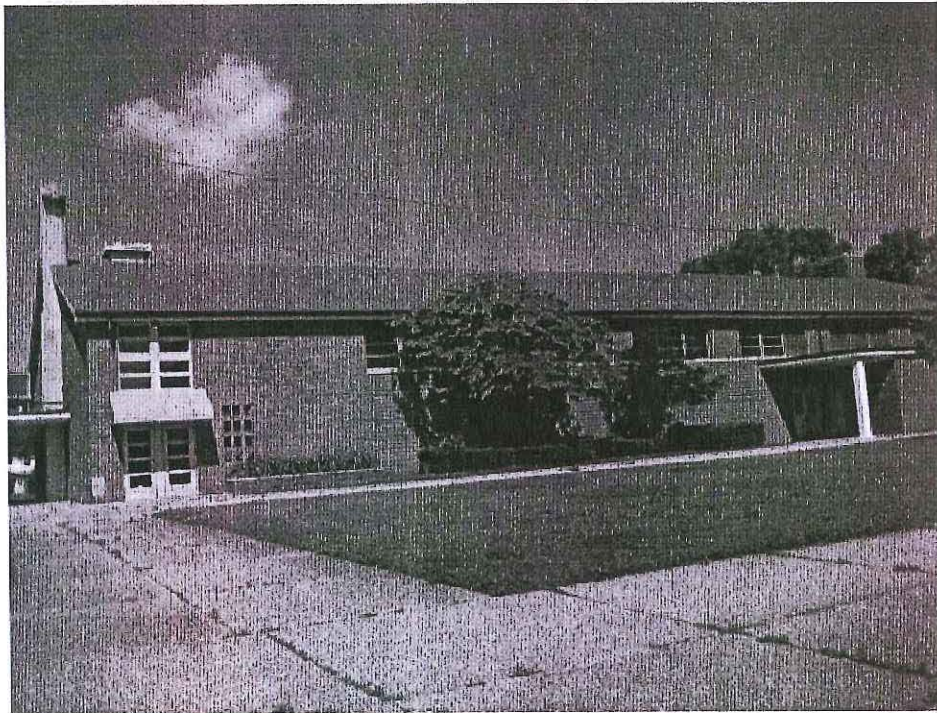


VIEW OF RECTORY



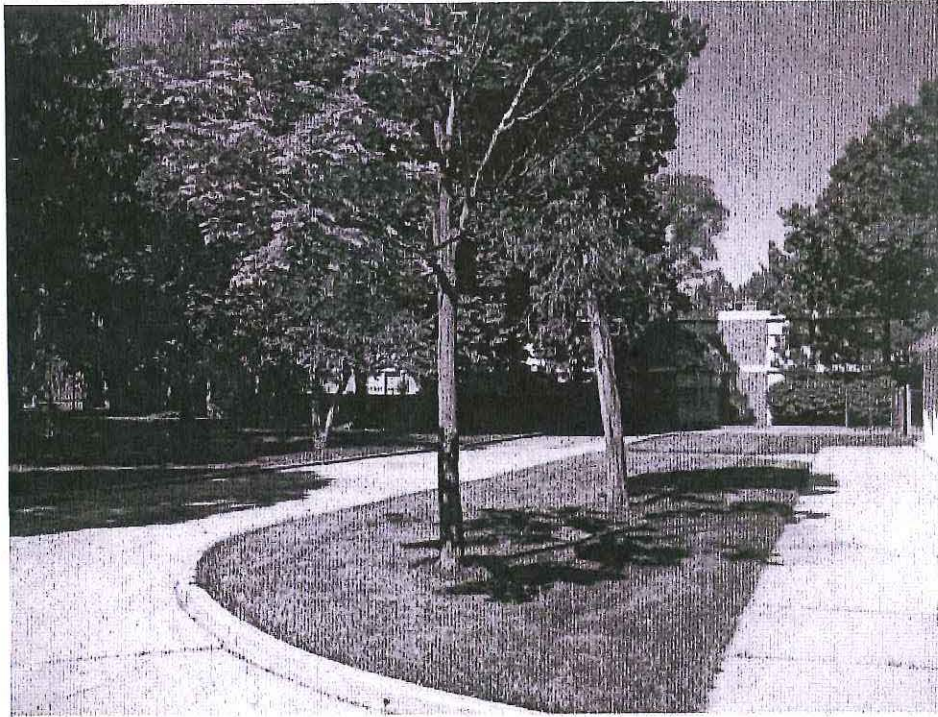


VIEW OF SCHOOL AND SCHOOL ANNEX BUILDING

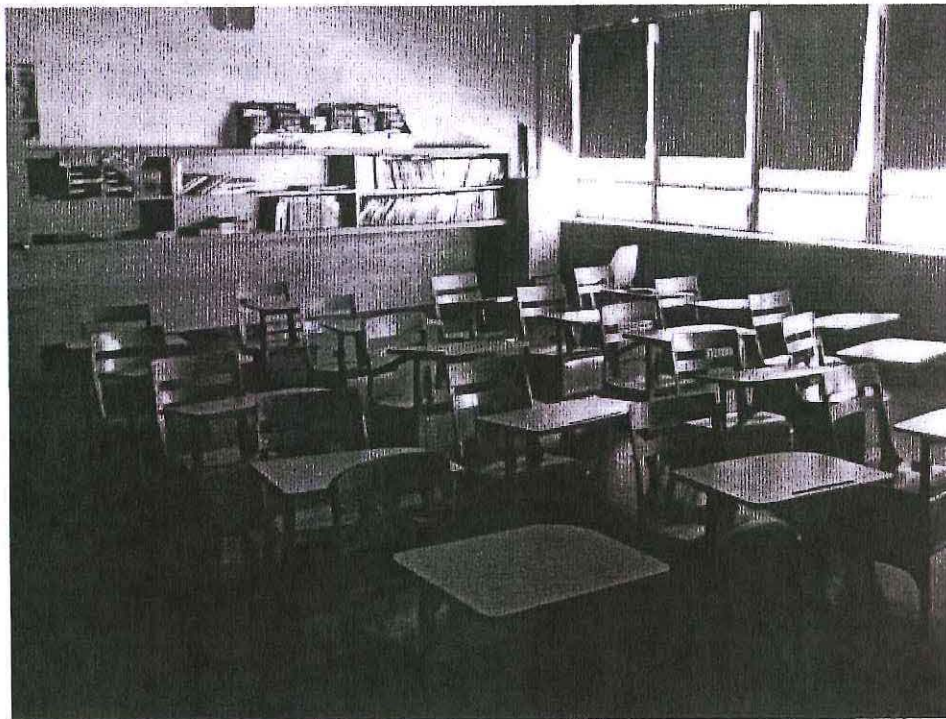


SIDE VIEW OF CHURCH AND GYMNASIUM



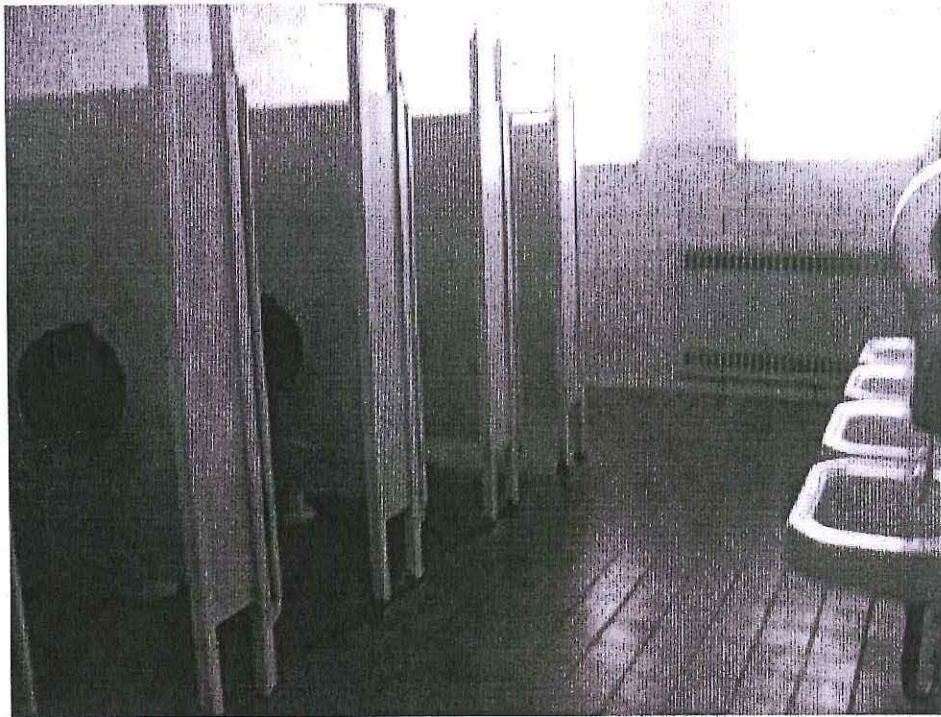


VIEW OF CONVENT



VIEW OF TYPICAL SCHOOL CLASSROOM





VIEW OF TYPICAL SCHOOL BATHROOM

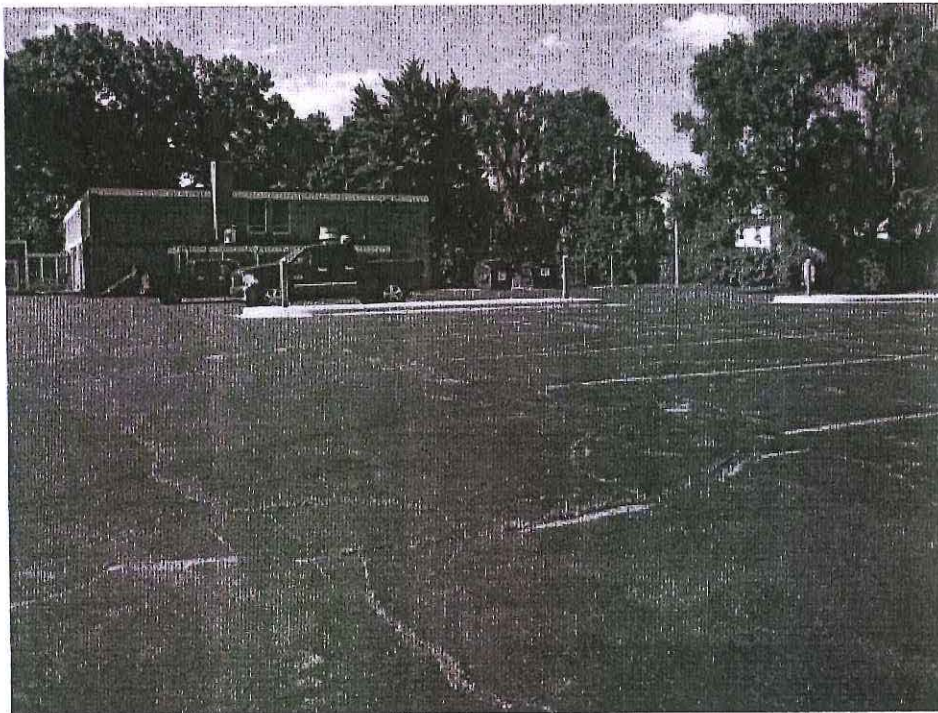


VIEW OF CHURCH SANCTUARY

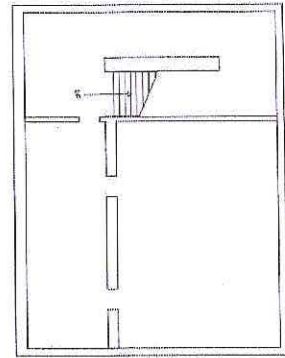




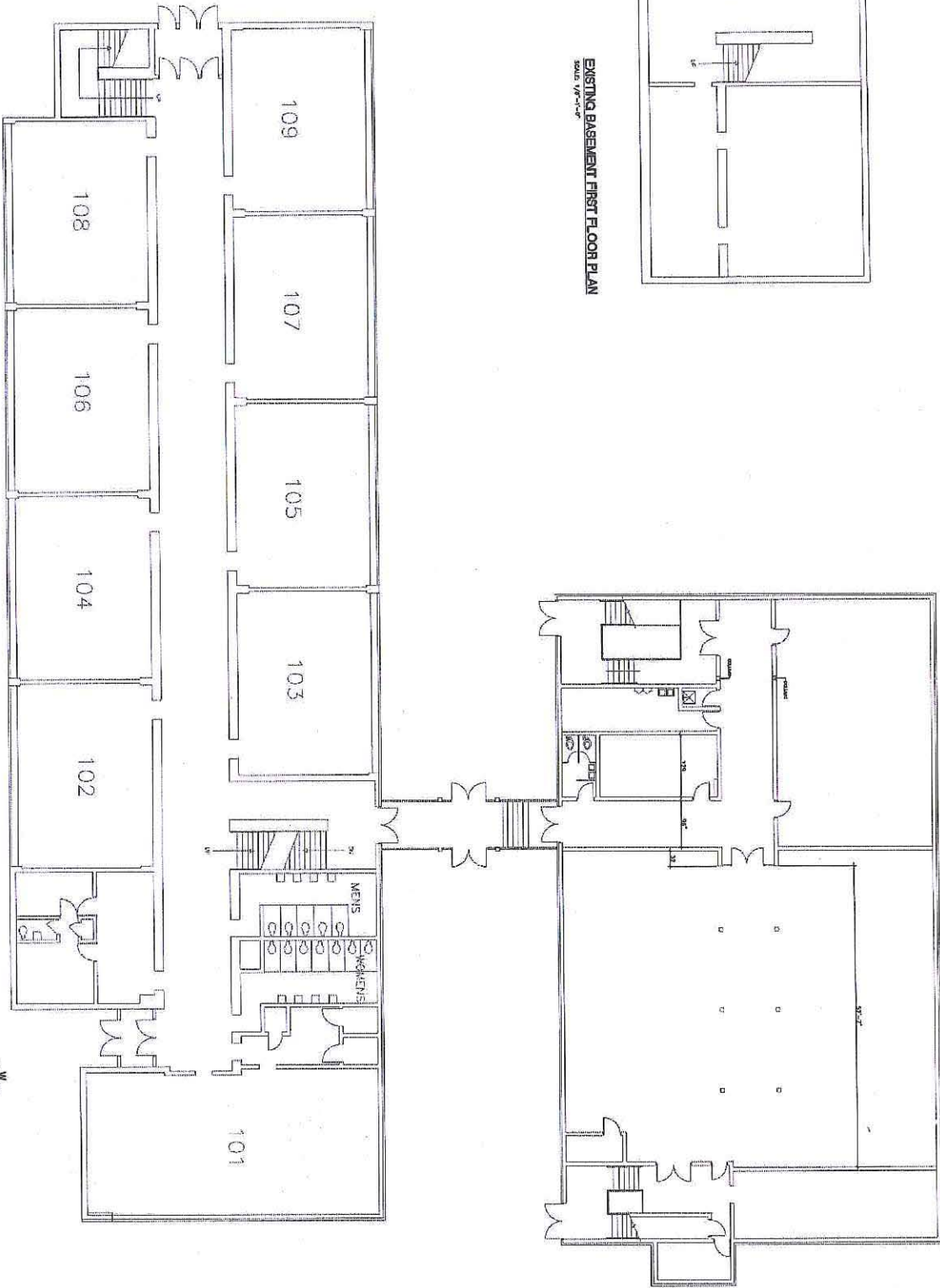
VIEW OF GYMNASIUM



VIEW OF SCHOOL ANNEX AND PARKING LOT



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



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

SHEET NO. <b>A1</b>	DATE	JOB NO.	DATE
	2/11/13	438213	2/11/13

### St. Bartholomew

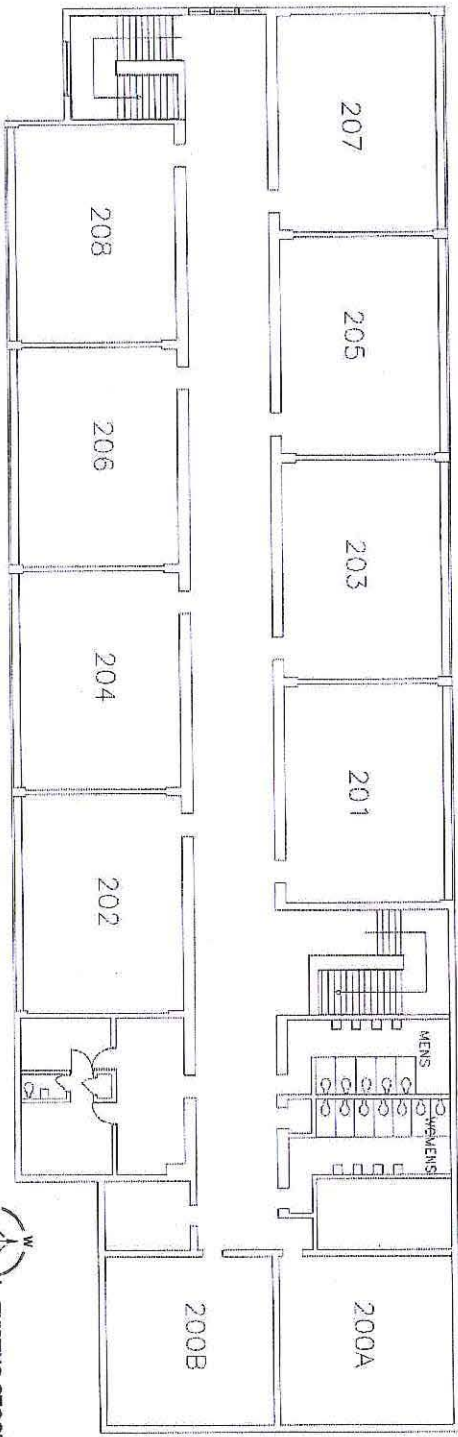
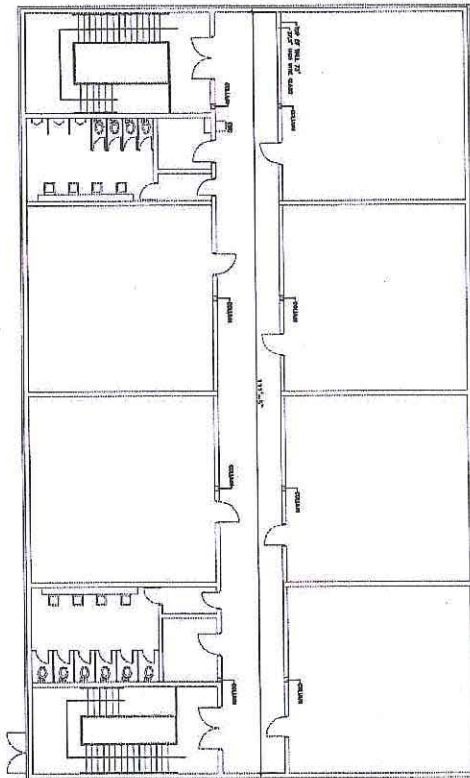
2291 Outer Dr e Detroit MI

### RICHARD POSTEMA ASSOCIATES

ARCHITECTS, DESIGNERS, & ENGINEERS  
100 4th St., S.W.  
GRAND RAPIDS, MICHIGAN 49509  
TEL: 616 834 8800







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

SHEET NO. <b>A2</b>	DATE	2/21/11
	JOB NO.	438213
<small>         THIS DRAWING IS THE PROPERTY OF RICHARD POSTEMA ASSOCIATES, ARCHITECTS, DESIGNERS, &amp; ENGINEERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF RICHARD POSTEMA ASSOCIATES.       </small>		

**St. Bartholomew**  
2291 Outer Dr e Detroit MI

**RICHARD POSTEMA ASSOCIATES**  
ARCHITECTS, DESIGNERS, & ENGINEERS  
1500 4th ST., S.W. GRAND RAPIDS, MICHIGAN 49509



## EXHIBIT A

### LEGAL DESCRIPTION

ALL THAT PART OF THE S ½ OF THE N E ¼ OF SECT 6, T 1 S, R 12 E, DESCRIBED AS FOLLOWS; BEG AT A PT ON A LINE DRAWN N OF PARALLEL TO AND PERPENDICULARLY DISTANT 75 FT FROM THE E AND W ¼ LINE OF SAID SECT 6, AND DISTANT 562.96 FT ON A COURSE N 88 DEG 48 MIN 37 SEC W 108.52 FT TO A PT; THENCE N 89 DEG 40 MIN 37 SEC W 391.18 FT TO A PT; THENCE N 0 DEG 53 MIN 37 SEC W 735.64 FT TO A PT; THENCE S 88 DEG 34 MIN 37 SEC E 500.07 FT TO A PT; THENCE S 0 DEG 53 MIN 37 SEC E 727.67 FT TO THE PT OF BEG EXCEPTING THEREFROM THE W 119 FT.

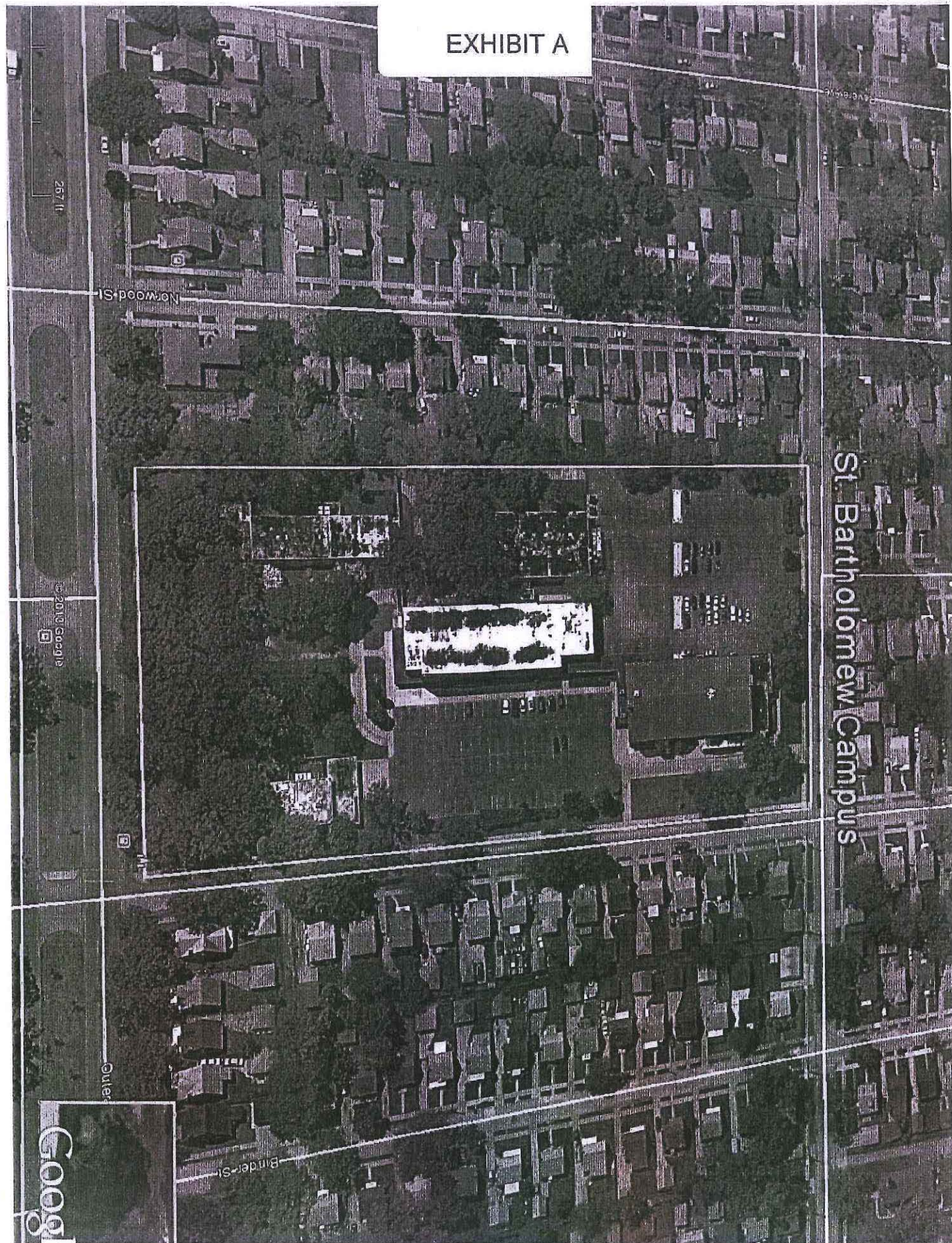
PLUS

ALL THAT PART OF THE S E ¼ OF THE N E ¼ OF SECT 6; T 1 S, R 12 E, LYING N OF AND ADJOINING E OUTER DRIVE, E OF AND ADJOINING E LINE OF ALLEY BET NORWOOD AND YONKS, IF EXTENDLY S, W OF AND ADJOINING WEXFORD AND S OF AND ADJOINING REMINGTON, BEING APPROXIMATELY THE E ¾ OF THE PARCEL BETWEEN REMINGTON AND E OUTER DRIVE, AND BETWEEN NORWOOD AND WEXFORD.

SUBJECT TO ANY EASEMENTS OF RECORD



EXHIBIT A





# CERTIFICATE OF USE AND OCCUPANCY

## TEMPORARY

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

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

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

**Conditions:**

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



Todd Y. Cordill, NCARB

Chief

Charles E. Curtis, Assistant Chief  
Building Division

September 23, 2014

# CERTIFICATE OF USE AND OCCUPANCY

## PERMANENT

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

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

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*Charles E. Curtis*

Charles E. Curtis, Assistant Chief  
Building Division

May 26, 2016



**CLOSING INDEX**

**\$975,663.40**

**DOVE ACADEMY OF DETROIT  
COUNTY OF WAYNE, STATE OF MICHIGAN  
2019 MORTGAGE BOND  
(General Obligation)**

Closing Date: March 1, 2020

1. Certified Copy of a Financing Resolution of the Board of Directors of the Academy adopted November 18, 2019;
2. Incumbency Certificate;
3. Loan Agreement and First Amendment to Loan Agreement;
4. Security Agreement;
5. UCC-1;
6. Term Sheet;
7. Mortgage Bond;
8. State School Aid Intercept Agreement;
9. Certificate of Oakland University;
10. Amendment to Mortgage;
11. General Certificate of the Academy;
12. Purchaser Certificate and Receipt;
13. Receipt of the Academy;
14. Closing Statement;
15. Approving Opinion of Counsel to the Academy; and
16. Certificate of Beneficial Owner.

**DOVE ACADEMY OF DETROIT**  
**WAYNE COUNTY, MICHIGAN**

A regular/special meeting of the Board of Directors of Dove Academy of Detroit, Wayne County, Michigan (the "Academy"), was held at the Academy on November 18, 2019, at 5:00 p.m., Local Time.

PRESENT: Members: Jarod McGuffey, Chris Gray, Sara Miller, Therese Muir

ABSENT: Members: Akasha Jennings

**RESOLUTION AUTHORIZING ISSUANCE**  
**OF DOVE ACADEMY OF DETROIT REFUNDING BOND**

The following preamble and resolution were offered by J. McGuffey and supported by S. Miller.

WHEREAS, Act 451, Public Acts of Michigan, 1976, as amended, permits the Academy to borrow money and issue its bonds to finance capital purchases and capital improvements; and

WHEREAS, the Academy desires to currently refund prior outstanding indebtedness under a certain Loan for the purpose of acquiring real estate in the principal amount of \$1,312,500.00 (the "Prior Obligation"), of which \$999,523.89 remains outstanding as of the date of this Resolution; and

WHEREAS, the Academy has determined it is in the best interest of the Academy to authorize the issuance of its Bond in the aggregate principal sum not to exceed \$999,000.00 to currently refund the Prior Obligation and to pay costs of issuance related thereto; and

WHEREAS, the Academy has further determined it is in the best interest of the Academy to sell the Bond pursuant to a negotiated sale; and

WHEREAS, the Academy also deems it advisable to authorize the President, any other member of the Board of Directors and the Academy's Superintendent/Chief Administrative Officer, or any one of them acting alone (each an "Authorized Officer"), to accept an offer to purchase the Bonds from Credit Union One (the "Purchaser") pursuant to the terms and conditions set forth in this Resolution and in Exhibit A hereto, and to approve various other terms and documents in connection with the sale and delivery of the bonds to such purchaser.

**THEREFORE, IT IS RESOLVED BY THE DOVE ACADEMY OF DETROIT, WAYNE COUNTY, MICHIGAN THAT:**

1. Issuance of Bond. Upon the approval of the Academy's authorizing body, if required, the Academy shall borrow a principal amount not-to-exceed \$1,000,000.00 and issue its Bond for the purposes of currently refunding the Prior Obligation.
2. Full Faith and Credit Pledge. The full faith and credit of the Academy are hereby irrevocably pledged, on a parity bases to any other debt that the Academy has outstanding, to the prompt payment of the principal of and interest on the Bond when due subject to applicable Constitutional and statutory limits.
3. Additional Security. As further security for the repayment of the Bonds, the Academy will also grant a first lien mortgage on the its real property to the Purchaser.
4. Bond Details. The terms of the Bond including the repayment terms, security for the Bond and other matters relating to the sale and issuance of the Bond shall be determined by the Authorized Officer in a manner not inconsistent with those set forth within this Resolution and Exhibit A, attached hereto.
4. Negotiated Sale. Approval of the Sale and Issuance of the Bond . The Bond shall be sold pursuant to a negotiated sale with Credit Union One, Michigan (the "Purchaser") pursuant to the terms of a Term Sheet dated October 24, 2019. The Authorized Officer is authorized to negotiate and approve the terms of the Bond and to approve various other terms and documents in connection with the sale and delivery of the Bond to the Purchaser. An Authorized Officer is authorized and directed to execute the Bond for and on behalf of the Academy. The Authorized Officer is further authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary to accomplish the sale and issuance of the Bond. A negotiated sale was chosen by the Academy instead of a competitive sale because it allows flexibility in timing the sale and structure of the Bond in response to changing market conditions.
6. Retention of Bond Counsel. The law firm of Clark Hill PLC is hereby appointed as counsel for the Academy with reference to the issuance of the Bond.
7. Approval. The Authorized Officer is directed to seek appropriate approvals or certifications from the Academy's Authorizing Body, as necessary, for the issuance of the Bond.
8. Conflicts. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

CAPITAL IMPROVEMENT AND REFUNDING BOND RESOLUTION

Ayes: Christina Gray, Sara Miller, Therese Muir, Javad McGuffey  
Nays: none

RESOLUTION DECLARED ADOPTED.

C. Gray  
Secretary, Board of Directors

The undersigned duly qualified and acting Secretary of the Board of Directors of the Dove Academy of Detroit, Wayne County, Michigan, hereby certifies that the foregoing is a true and complete copy of a Resolution adopted by the Board of Directors at a special meeting held on November 18, 2019, the original of which Resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, as amended.

C. Gray  
Secretary, Board of Directors

CAPITAL IMPROVEMENT AND REFUNDING BOND RESOLUTION,


### Incumbency Certificate

The undersigned hereby certifies that he or she is the Secretary of the Board of Directors of Dove Academy of Detroit (the “**Academy**”), and is furnishing this Incumbency Certificate on behalf of the Academy to Credit Union ONE, a Michigan Credit Union (the “**Credit Union**”). The undersigned hereby represents and agrees as follows:

1. He or she is authorized to execute and deliver this Incumbency Certificate on behalf of the Academy.

2. This Incumbency Certificate is delivered pursuant to Resolutions adopted by the Academy on November 18, 2019, true and correct copies of which have been provided to the Credit Union.

3. Each of the persons named below is a duly appointed, qualified representative of the Academy and holds the office, title or status with the Academy specified beside their name, and any signature appearing beside such person's name is such person's actual signature.

NAME	TITLE	SIGNATURE
<u>Jarod McGuffey</u>	President	x <u></u>
_____	Treasurer	x _____
_____	Chief Administrative Officer	x _____

4. The Credit Union may rely upon this Incumbency Certificate until the Credit Union is notified in writing of any change in the status or authority of any of the persons named above, and the Credit Union has had a reasonable time to act on such notice.

**WITNESS** the due execution hereof with the intent to be legally bound hereby as of this 1st day of March, 2020.

**DOVE ACADEMY OF DETROIT**

By: Christina Gray

Print Name: Christina Gray

Title: Secretary, Board of Directors

## FIRST AMENDMENT TO LOAN AGREEMENT

This First Amendment to Loan Agreement (“Amendment”) is executed and effective as of March 1, 2020 by and between **DOVE ACADEMY OF DETROIT**, a Michigan nonprofit corporation of 20001 Wexford, Detroit, Michigan 48234 (“Borrower”) and **CREDIT UNION ONE, a Michigan Credit Union** (successor in interest to Hantz Bank) of 26200 American Drive, Southfield, Michigan 48034 (“Lender”). Borrower and Lender are sometimes referred to collectively as “Parties” and individually as a “Party”.

### RECITALS

This Amendment is made based upon the following underlying facts and circumstances:

A. The Parties entered into a Loan Agreement dated September 23, 2014 (“Agreement”), the terms of which govern that certain credit facility extended by Lender to Borrower.

B. The Parties wish to amend the Agreement as follows.

**NOW, THEREFORE**, in consideration of the foregoing and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, the Parties agree as follows:

1. Section 2.1 of the Agreement is deleted and replaced with the following:

The Loan made under this Agreement shall be a term loan in an amount not to exceed Nine Hundred Ninety-Nine Thousand, Five Hundred and 00/100 Dollars (\$999,500.00), which Loan shall be evidenced by and payable in accordance with the terms set forth in that certain Mortgage Bond dated March 1, 2020 issued by Borrower.

2. The first sentence of Section 5.2 of the Agreement is deleted and replaced with the following:

Maintain, as of the end of each fiscal year, commencing on June 30, 2020, a “Debt Service Coverage Ratio” (as hereafter defined) of not less than 1.0 to 1.0.

3. Except as expressly amended by this First Amendment, the Agreement is hereby ratified and affirmed in all respects.

[remainder of page intentionally left blank]

**BORROWER:**

**DOVE ACADEMY OF DETROIT,**

a Michigan nonprofit corporation and public school academy

  
\_\_\_\_\_

By: Jarod McGuffey

Its: President

**LENDER:**

**CREDIT UNION ONE, a Michigan credit union**

  
\_\_\_\_\_

By: ELI AKEL / vice President  
Its:

TRINA ANN WAGUS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Oct 17, 2024  
ACTING IN COUNTY OF *oakland*



## LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement") is made on September 23, 2014, by and between Dove Academy of Detroit, whose address is 20001 Wexford, Detroit, Michigan 48234 ("Borrower") and Hantz Bank, whose address is 26200 American Drive, Southfield, Michigan 48034 ("Lender").

1. DEFINED TERMS. The following capitalized terms used in this Agreement shall have the meanings set forth in this Section.

1.1 "Assignment of Leases and Rents Agreement" means that certain Assignment of Leases and Rents Agreement executed by Borrower of even date herewith.

1.2 "Collateral" means all property securing the Loan and Borrower's other obligations to the Lender including, without limitation, the collateral identified in the Loan Documents.

1.3 "Commitment Letter" means that certain Commitment Letter dated August 14, 2014 relating to the Loan contemplated in this Agreement.

1.4 "Loan" means the loan made under this Agreement described in Section 2.1 of this Agreement.

1.5 "Loan Documents" means collectively this Agreement, the State School Aid Payment Agreement, the Promissory Note, the Security Agreement, the Mortgage, the Assignment of Leases and Rents and all other documents and agreements executed by the Borrower in favor of the Lender, in each case, as such documents and agreements may be amended or otherwise modified from time to time.

1.6 "Mortgage" means the Future Advance Mortgage granted by Borrower with respect to the Mortgaged Property of even date herewith.

1.7 "Mortgaged Property" means the real property, buildings and other improvements located at 20001 Wexford, Detroit, Michigan 48234.

1.8 "Promissory Note" means that certain commercial Promissory Note executed by the Borrower of even date herewith.

1.9 "Security Agreement" means the Security Agreement executed by the Borrower of even date herewith.

1.10 "State School Aid Payment Agreement" means the State School Aid Payment Agreement executed by Borrower and Lender and acknowledged by Oakland University of even date herewith.

1.11 "Title Company" means Title Source, Inc. or such other title company acceptable to the Lender.

2. LOAN, PAYMENTS AND COLLATERAL.

2.1 Loan. The Loan made under this Agreement shall be a term loan in an amount not to exceed One Million Three Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$1,312,500.00), which Loan will be evidenced by and payable in accordance with the terms and at the interest rate set forth in the Promissory Note and otherwise in accordance with the terms of this Agreement.

2.2 Use of Loan Proceeds. Subject to the Borrower's compliance with the terms of this Agreement, Borrower will use the proceeds of the Loan to purchase the real estate and existing school buildings located thereon at 20001 Wexford, Detroit, Michigan 48234 and finance capital improvements to the Mortgaged Property.

2.3 Fees. Borrower has paid (or will pay on the date hereof) to the Lender a fee in the amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) under the terms of the Commitment Letter, which fee, when paid, will be fully earned and non-refundable. Concurrently with the execution of this Agreement, the Borrower shall pay all the Lender's out-of-pocket costs and expenses relating to the Loan. The Borrower shall also pay the Lender's actual attorneys' fees and expenses for the Loan. Costs, expenses, and fees relating to the initial negotiation, documentation, and closing of the Loan, unless previously paid, shall be paid at closing of the Loan. All other costs, expenses, and fees shall be paid to the Lender within five (5) days after a request for such payment. Borrower shall also pay to Lender on demand all out of pocket costs and fees including actual attorneys' fees incurred by Lender in amending and/or enforcing any of Borrower's obligations. Borrower authorizes Lender to debit its accounts for all of Lender's fees and costs as and when incurred and the same shall be deemed an advance on the Loan when so debited.

2.4 Establishment and Use of Operations Account. There is hereby created and established with the Lender an account to be designated "Dove Academy—Operations Account" (the "Operations Account"). There shall be deposited into the Operations Account (i) all funds received by Lender from Oakland University pursuant to the State School Aid Payment Agreement; and (ii) any other funds received by the Lender for deposit into the Operations Account. The Operations Account shall be Borrower's sole depository account for its operations, and Borrower shall not maintain any other bank account at any other financial institution. The Borrower hereby irrevocably authorizes and directs the Lender, and the Lender agrees, to initiate debit entries in the amount of payments due under the Promissory Note and to debit the same from the Operations Account on each note payment date to pay the principal and interest due on the Promissory Note. So long as no Event of Default then exists under the Loan Documents, Borrower may withdraw funds from the Operations Account at its discretion to pay the operating expenses of the Borrower and any other amounts permitted by Act 451 Public Acts of Michigan, 1976, as amended. Upon the occurrence and during the continuance of an Event of Default, the Borrower may not withdraw funds from the Operations Account without the consent of the Lender, which consent may be withheld at the Lender's sole discretion, and amounts on deposit in the Operations Account may be

used by the Lender to make any and all payments of principal of and interest due on the Promissory Note by acceleration or otherwise.

2.5 Collateral and Security. As security for the performance of Borrower's obligations in connection with the Loan, whether under this Agreement, the Promissory Note or otherwise, Borrower has granted to the Lender (a) a security interest in all assets now or hereafter owned by Borrower as more fully described in the Security Agreement; (b) a security interest in all account balances of Borrower from time to time deposited with the Lender, and all property of Borrower from time to time in the possession of the Lender; (c) the Mortgage on the Mortgaged Property; (d) the pledge of state school aid to be received by the Borrower pursuant to the State School Aid Payment Agreement; and (e) such further documents and agreements required by the Lender in connection with making the Loan. The Loan and the other obligations of Borrower under this Agreement are also secured by any other mortgage, security agreement, pledge, assignment or other agreement issued by Borrower from time to time for the benefit of the Lender.

3. CONDITIONS TO ADVANCES OF THE LOAN.

3.1 The obligation of the Lender to make any advance of the proceeds of the Loan is subject to the Borrower's satisfaction of all of the following conditions:

3.1.1 Lender receives a fully paid lender's title insurance policy issued by Title Company on an approved ALTA standard loan policy form without standard exceptions showing marketable title to the Mortgaged Property, together with such endorsements to such title policy designated by the Lender all in form and substance acceptable to the Lender.

3.1.2 Borrower provides Lender with evidence satisfactory to Lender that Borrower has obtained insurance policies and insurance coverage required under the terms hereof and the Loan Documents and that such insurance policies are in full force and effect.

3.1.3 Borrower's execution and delivery of this Agreement together with Borrower's execution and delivery of the other Loan Documents and the Borrower's satisfaction of all conditions set forth in this Agreement, the Loan Documents and the Commitment Letter and there has been no material adverse change in the existing or prospective financial condition of the Borrower or the Collateral since the date of the Commitment Letter.

4. REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants to the Lender, as long as any amount remains outstanding under the Loan, as follows:

4.1 Existence and Authority. Borrower is duly organized and validly existing under the laws of the State of Michigan. The person or persons executing the Loan Documents have full power and complete authority to execute the Loan Documents and all related documents and, when executed, the Loan Documents and all related documents will be legal, valid and binding obligations of the Borrower enforceable in accordance with their terms. The Borrower is authorized or registered to conduct

business in each jurisdiction where its business or properties require such authorization or registration.

4.2 Business and Location; Subsidiaries. The Borrower's chief executive office and only place of business is located at \_\_\_\_\_. The Borrower does not have any subsidiaries.

4.3 No Litigation. There are no pending, or to the Borrower's knowledge threatened suits or proceedings before any court, governmental agency, regulatory body, or administrative tribunal to which the Borrower is a party or by which its property may be affected.

4.4 Financial Condition.

4.4.1 Any pro forma and projected financial statements that have been furnished to Lender are based upon reasonable assumptions or facts then known to Borrower, and fairly present, to the best of Borrower's knowledge after due diligence, the anticipated financial condition of Borrower as therein set forth and fairly present, to the best of Borrower's knowledge, the projected results of future operations for the periods covered thereby. To the best of Borrower's knowledge after due diligence, there have been no material and adverse changes in any projections of Borrower, financial or otherwise subsequent to date of the most recent pro forma and projected financial statement furnished to Lender.

4.4.2 Any financial statements furnished by Borrower to Lender were prepared in accordance with Governmental Accounting Standards Board ("GASB") consistently applied and which fairly present for the periods indicated the financial position and results of operations of Borrower. Further, there has been no material adverse change in the business, property or condition of the Borrower since the date of the most recent of such financial statements, and the Borrower is not in default under any other indebtedness or material obligation. The Borrower is solvent, able to pay its debts as they mature, has capital sufficient to carry on its business and has assets the fair market value of which exceeds its liabilities, and the Borrower will not be rendered insolvent, undercapitalized or unable to pay maturing debts by the execution or performance of this Agreement or any related documents or agreements.

4.5 Title. The Borrower has good and marketable title to all property (tangible and intangible) and the Mortgaged Property necessary for the proper and efficient operations of the Borrower's business free from all liens and encumbrances.

4.6 Taxes. Borrower has filed all federal, state and local income and other tax returns and other reports required to be filed prior to the date of this Agreement and the Borrower has paid, all taxes, withholdings, assessments and other governmental charges that are due and payable prior to the date of this Agreement.

4.7 Governmental and Non-Governmental Requirements. The Borrower has obtained all licenses, permits, authorizations, consents or approvals from each

governmental authority and has obtained or will obtain all licenses, authorizations, consents, approvals or franchises from each non-governmental entity necessary in connection with the execution, delivery and performance of this Agreement and the transactions contemplated herein, and for the operation of the Borrower's business and all such licenses, permits, authorizations, consents or approvals are, or upon obtaining thereof, will be, in full force and effect.

4.8 Compliance with Law. The Borrower has complied with all applicable laws, rules, regulations and orders relating to the Borrower or any aspect of the Borrower's business or assets, including, without limit, all environmental laws, rules, regulations and orders.

4.9 Material Obligations. To the Borrower's knowledge, all other applicable parties are in substantial compliance with all agreements material to the Borrower's business including, without limitation any leases of the Mortgaged Property.

4.10 Margin Stock. The Borrower is not engaged in extending credit for the purpose of purchasing or carrying "margin stock" as defined in Federal Reserve Regulation U, and the proceeds of the Loan will not be used to purchase or carry "margin stock".

4.11 ERISA. Borrower does not maintain nor contribute to any pension plans subject to Title IV of ERISA.

4.12 Zoning. The Mortgaged Property is lawfully zoned for the uses for which it is utilized by the Borrower, and all conditions of said zoning have been and will be timely and properly complied with.

5. AFFIRMATIVE COVENANTS. The Borrower covenants and agrees that, as long as any amount remains outstanding under the Loan, the Borrower shall:

5.1 Books and Reports. Maintain a proper accounting system in accordance with GASB, consistently applied, and furnish the reports specified below, in form and detail reasonably satisfactory to the Lender (in each case, such reports shall be certified by an authorized individual on behalf of the Borrower).

5.1.1 Annual audited financial statements of the Borrower within one hundred twenty (120) days after the fiscal year end, commencing with the fiscal year ending June 30, 2014.

5.1.2 Complete copies of all federal tax returns of the Borrower within forty-five (45) days of filing.

5.1.3 On a semi-annual basis, a rent roll for all leases of the Mortgaged Property, if any, in form and detail acceptable to the Lender.

5.1.4 A covenant compliance certificate in such form and detail as shall be reasonably satisfactory to Lender completed by and executed by Borrower's Chief Executive Officer, Chief Financial Officer or equivalent.

5.1.5 On an annual basis certification by Borrower to Lender that all taxes on the Mortgaged Property have been paid and are current.

5.2 Debt Service Coverage Ratio. Maintain, as of the end of each fiscal year, commencing on June 30, 2014, a "Debt Service Coverage Ratio" (as hereinafter defined) of not less than 1.4 to 1. For the purposes hereof "Debt Service Coverage Ratio" shall mean a ratio of (a) Borrower's net income plus depreciation and interest expense to (b) all payments of principal, interest or other sums paid or payable during such period by Borrower with respect to all indebtedness of Borrower from Lender for borrowed money all as determined in accordance with GASB.

5.3 Notice of Adverse Events. Promptly notify the Lender in writing of any Event of Default hereunder, or (a) the breach or event of default by Borrower under any other agreement, or (b) a breach by Borrower or any tenant under any lease of the Mortgaged Property that may have a material adverse effect on the Borrower's business, property or financial condition, or institution of any litigation, administrative proceeding or lien filed by governmental authorities or other proceeding or occurrence which may have a material adverse effect on the Borrower's property or financial condition.

5.4 Existence and Identity. Maintain and keep in full force and effect the Borrower's existence under the laws of the State of Michigan, continue its business as presently conducted, maintain and protect all franchises and trade names, and preserve the remainder of its property and the Mortgaged Property used or useful in its business in good condition and repair. The Borrower will not change the legal format under which Borrower was organized or sell all or substantially all of its property or merge, consolidate or combine the Borrower's business, in whole or in part, with any other person without the prior written consent of the Lender.

5.5 Insurance. Maintain and keep in effect at all times the following insurance coverages, in addition to any insurance required under any other Loan Document, and provide evidence of insurance to the Lender in form reasonably satisfactory to it:

5.5.1 Casualty and property insurance on its physical assets and against other business risks in such amounts and such types as are customarily carried by companies similar in size and nature to the Borrower.

5.5.2 Comprehensive general liability and property damage insurance with initial limits of at least \$2,000,000/\$2,000,000 for bodily injury and \$2,000,000 for property damage.

5.5.3 All insurance policies shall be in such amounts, upon such terms and in such form as shall be reasonably acceptable to the Lender, and shall be carried with insurers reasonably acceptable to the Lender. The Lender's failure to request copies of such coverage or failure to approve such shall not be a waiver of

the Lender's future right to enforce the terms of this Section. All insurance policies shall be furnished to the Lender upon its request. Where the Lender can be insured as a mortgagee or loss payee (with a lender's loss payable endorsement) because of its security interest, and/or mortgage such endorsement shall be attached to the policies. All policies shall require at least thirty (30) days prior written notice to the Lender of cancellation or modification.

5.6 Taxes. Promptly pay all taxes, withholdings, levies and assessments due to all local, state and federal agencies, prior to imposition of penalties and/or interest and if requested by the Lender, submit to the Lender copies of any and all federal or state or local tax returns evidencing the computation and the payment of such taxes.

5.7 No Default Certificate. Furnish to the Lender, within three (3) days after request by the Lender, a certificate of the Borrower stating that no Event of Default has occurred or, if an Event of Default has occurred, stating its nature, how long it has existed and what action the Borrower propose to take with respect to the Event of Default.

5.8 Security. Take such actions as Lender may from time to time reasonably request to establish and maintain first perfected security interests in and liens on all of its Collateral for the benefit of Lender.

5.9 Lease Termination Fee. Borrower agrees that 100% of any lease termination fee payable pursuant to any lease of the Mortgage Property shall be paid to the Lender and applied to the principal balance of the Loan in such manner as determined by the Lender in its sole and absolute discretion.

5.10 Deposit Accounts. For the term of the Loan, Borrower will establish and maintain all of its business deposit accounts with the Lender.

5.11 Other Information. Promptly furnish to the Lender such other information, documents or certificates regarding the operations, business affairs and financial condition of the Borrower as the Lender may reasonably request from time to time, and permit the Lender, its employees, attorneys and agents to inspect, confirm and copy all of the books, records and properties of the Borrower at any reasonable time upon reasonable advance notice.

6. NEGATIVE COVENANTS. The Borrower covenants and agrees that, as long as any amount remains outstanding under the Loan, the Borrower will not, without the prior written consent of the Lender:

6.1 Borrowings; Guaranties. Borrow money, incur or remain obligated for any indebtedness; sell accounts; act as guarantor on any loan or other obligation; or subordinate any obligation due the Borrower.

6.2 Create Liens. Mortgage, assign, hypothecate, encumber, or in any manner create, suffer or permit liens on its property including but not limited to the Collateral and the Mortgaged Property, except liens in favor of the Lender.

6.3 Ownership. Transfer, suffer or permit a change in ownership or control of the Mortgaged Property.

6.4 Extension of Credit; Investment. Except for trade credit or trade terms provided in the ordinary course of business, make loans, advances or extensions of credit to or make investments in or acquire ownership of any person or entity.

6.5 No Actual Physical Improvement. The Borrower will not construct or permit any construction of any actual physical improvement to the Mortgaged Property prior to the recording of the Mortgage.

6.7. Leases. The Borrower shall not make any changes, modifications, or amendments of any of the Mortgaged Property leases.

7. EVENTS OF DEFAULT. The occurrence of any one of the following events shall constitute an "Event of Default" under this Agreement and, notwithstanding the terms of any note or other agreement given in connection herewith or otherwise, shall be an Event of Default under the terms of any such note or agreement:

7.1 Monetary. Failure by the Borrower to fully pay any payment of principal or interest on or before its due date or any other any amount owing on the Loan or under the Promissory Note when due, whether by maturity, acceleration or otherwise.

7.2 Breach. Any breach, default or failure by the Borrower to comply with, or breach by the Borrower of, any of the terms, provisions, warranties or covenants of this Agreement, the Loan Documents or any other agreement or commitment between the Borrower and the Lender.

7.3 Foreclosure. Institution of remedial proceedings or other exercise of rights and remedies by the holder of any security interest against any of the Collateral.

7.4 Termination of Charter Contract. The termination, cancellation or disclaimer of liability or enforceability of the Contract to Charter a Public School Academy, dated August 20, 2012 between the Borrower and the Oakland University Board of Trustees as amended from time to time.

7.5 Insolvency. The insolvency of the Borrower or the admission in writing of the Borrower's inability to pay debts as they mature.

7.6 Misstatement. Any statement, representation or information made or furnished by or on behalf of the Borrower to the Lender in connection with or to induce the Lender to make the Loan shall prove to be false or materially misleading when made or furnished.

7.7 Bankruptcy. Institution of bankruptcy, reorganization, arrangement, insolvency or other similar proceedings by or against the Borrower; or the appointment of a receiver, custodian or trustee for the Borrower, or any substantial portion of its assets.



7.8 Casualty Loss or Judgment. Any loss, theft, substantial damage or destruction to the Collateral in excess of \$10,000; or the entry of any judgment against the Borrower in an amount exceeding \$10,000; or the issuance or filing of any attachment, levy, garnishment or the commencement of any related proceeding or judicial process upon or in respect to the Borrower or the Collateral unless such action is stayed by payment or an appropriate court order within twenty-one (21) days after filing.

7.9 Failure to Pay. If there is any failure by the Borrower to pay when due, and after the expiration any applicable notice and cure periods, any indebtedness (other than to the Lender) or in the observance or performance of any term, covenant or condition in any document evidencing, securing or relating to such indebtedness.

7.10 Adverse Change. There is a substantial change in the existing or prospective financial condition or worth of the Borrower or the Collateral, which the Lender in good faith determines to be materially adverse.

7.11 Insecurity. The Lender in good faith deems itself insecure in good faith, believing that the prospect of payment of the Loan is impaired or in good faith fearing deterioration, removal or waste of any of the Collateral.

8. ACCELERATION. Upon any Event of Default occurring, the Lender's obligation, if any, to make further advances under the Loan shall be immediately terminated, and the Lender may at any time declare the Loan immediately due and payable, in each case without presentment, demand, protest, notice of dishonor, notice of non-payment or other notice of any kind, all of which are waived by the Borrower. During any period afforded the Borrower to correct or resolve any event or condition that may become an Event of Default, the Lender may suspend its obligations, if any, to make further advances of the Loan.

9. REMEDIES.

9.1 General. The Lender shall have the right to apply any or all of the Collateral held by the Lender against the Loan at any time after an Event of Default. The Lender shall have all the rights and remedies provided by law or equity or by agreement of the parties, including, without limit, all of the rights and remedies of a secured party under the Michigan Uniform Commercial Code. The remedies of the Lender are cumulative and not exclusive. No delay, waiver or failure on the part of the Lender to demand strict adherence to the terms of this Agreement or any related document shall be deemed to constitute a course of conduct or waiver inconsistent with the rights herein.

9.2 Application of Proceeds. Any proceeds received by the Lender from the exercise of its remedies shall be applied as follows:

9.2.1 First, to pay all costs and expenses incidental to the foreclosure, sale, leasing or other disposition of the Collateral, including reasonable attorney fees.

9.2.2 Second, to all sums expended by the Lender in carrying out any term, covenant or agreement under this Agreement or any related document.

9.2.3 Third, to the payment of the Loan. If the proceeds are insufficient to fully pay the Loan, then application shall be made first to late charges and interest accrued and unpaid, then to any applicable prepayment premiums, other charges and expenses, and then to the outstanding principal balance.

9.2.4 Fourth, any surplus remaining shall be paid to the Borrower or to any other lawfully entitled party.

10. OTHER AGREEMENTS. The Borrower shall execute and deliver to the Lender such further agreements, certificates or instruments as may be reasonably required by the Lender to evidence or secure the Loan or to otherwise correct any errors or mistakes of fact. All such agreements and those given in connection with any other loan, present or future, shall also constitute security for the Loan, and all security given to the Lender securing the Loan shall also secure all other obligations of the Borrower to the Lender.

11. INDEMNIFICATION. Borrower agrees to indemnify and hold Lender harmless from all loss, cost, damage, liability or expenses, which could include, but not be limited to the entire principal amount of the Loan, together with reasonable attorneys' fees and disbursements, incurred by Lender or any third party by reason of (a) an Event of Default, or (b) enforcing the obligations of Borrower under this Agreement or any of the other agreement between either Borrower and the Lender or in the prosecution or defense of any action or proceeding concerning any matter growing out of or connected with this Agreement or any agreement between either Borrower and the Lender.

12. MISCELLANEOUS. The Borrower and the Lender further agree as follows:

12.1 Inspection and Information. The Borrower will permit representatives of the Lender to have free access to the properties subject to the Mortgage and to inspect all work, materials, equipment, and personal property purchased constituting Collateral and to inspect and copy all books, records, and financial information of the Borrower as well as contracts relating to the properties subject to the Mortgage.

12.2 Governing Law. This Agreement shall be construed according to the internal laws of the State of Michigan, without application of conflict of law principles.

12.3 Successors and Assigns. This Agreement shall be binding upon the permitted successors and assigns of the Borrower, and the rights and privileges of the Lender under this Agreement shall inure to the benefit of its successors and assigns. The Borrower shall not assign its rights, duties and obligations under this Agreement without the Lender's written consent, which consent may be given or withheld in the Lender's sole discretion.

12.4 Notices. Notice from one party to another relating to this Agreement shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number, if any set forth in this Agreement by any of the following means: hand delivery, registered or certified mail, postage prepaid, express mail or other overnight courier service, or teletype, telex or other wire transmission with request for assurance of receipt in a manner typical with

respect to communications of that type. Notice made in accordance with these provisions shall be deemed delivered on receipt if delivered by hand or wire transmission, on the third business day after mailing if mailed by registered or certified mail, or on the next business day after mailing or deposit with the postal service or an overnight courier service if delivered by express mail or overnight courier.

12.5 Amendments; Reliance. Any amendment of this Agreement shall be in writing and shall require the signature of the Borrower and the Lender. In making this Agreement, the Borrower is not relying on any oral promise or representation of the Lender or any other person with respect to any aspect of this Agreement. Further, the Borrower agrees that the Lender's review of any information about any aspect of the Borrower's legal existence or its business or properties or assets is solely for the Lender's benefit, and the Borrower has no right to rely on such review for any purpose.

12.6 Entire Agreement. This Agreement and the Loan Documents constitute a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties relating to the subject matter of this Agreement.

12.7 Consents and Waivers. No consent or waiver granted by the Lender under or in respect of this Agreement shall be effective unless it is in writing and signed by the Lender.

12.8 Partial Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

12.9 Fees and Expenses. The Borrower shall pay to the Lender all of the Lender's fees, costs and expenses, including reasonable attorneys' fees and expenses, and disbursements for title searches, appraisals, credit reports, inspections, architect or engineering fees, environmental consultant's fees and other expenses, related to the preparation and/or enforcement of this Agreement and any other document evidencing and/or securing the Loan. Any reference in this Agreement to attorneys' fees shall mean fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or proceeding is instituted, and whether incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding, in consultation with counsel, or otherwise. The Borrower agrees that the Lender may, at its option, require that such costs and fees be paid from the proceeds of the Loan.

12.10 WAIVER OF JURY TRIAL. THE BORROWER AND THE LENDER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE LOAN.

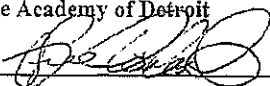
12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A facsimile signature or .pdf of any party shall be considered to have the same binding legal effect as an original signature and shall be immediately binding upon such party.

[Signatures appear on following page]

This Loan Agreement is executed and delivered on the day and year set forth above.

BORROWER:

Dove Academy of Detroit

By:  \_\_\_\_\_

Name: Stephen Tomkowiak

Its: President, Board of Directors

LENDER:

Hantz Bank

By:  \_\_\_\_\_

Its: VICE PRESIDENT

SECURITY AGREEMENT

Date: September 23, 2014

Bank's name: HantzBank (the "Lender")

Lender's mailing address: 26200 American Drive  
Southfield, Michigan 48034

Debtor's exact legal name: Dove Academy of Detroit

Debtor's mailing address: 20001 Wexford  
Detroit, Michigan 48234

Debtor is an (check one):

Individual

Organization

IF DEBTOR IS AN ORGANIZATION:

Debtor is a (check one):

Corporation

Limited Liability Company

Limited Partnership

Partnership

Trust

Other \_\_\_\_\_

Debtor's state (or country) of organization is: Michigan

Debtor's sole place of business, or if Debtor has more than one place of business, Debtor's chief executive office is located in the state (or country) of: \_\_\_\_\_

Debtor's organizational identification number is (leave blank if Debtor does not have a number):  
747384

Debtor agrees as follows:

1. Liabilities Secured. The obligations which are secured by this Security Agreement ("Agreement") are referred to collectively as the "Liabilities" and are as follows: Payment of all loans, advances and/or commitments made by the Lender to Debtor, together with interest thereon and other sums owing pursuant thereto; payment and performance of the provisions of this Agreement; payment and performance of all notes, undertakings, obligations, debts, liabilities, agreements, applications or agreements for issuance of letters of credit,

11/11/14 11:11 AM

assignments, guarantees, or promises of or by Debtor to or with the Lender, whether due, existing or arising, now or in the future, absolute or contingent, direct or indirect, however arising or acquired by the Lender, and including obligations originally owing by Debtor to a third party and assigned by such third party to the Lender; payment and performance of all existing and future obligations (including the kinds of obligations described above) to the Lender of any persons or entities for which Debtor is or becomes an accommodation party, surety or guarantor or whose obligations this Agreement is given to secure; and all extensions, renewals and modifications of the foregoing. If more than one person appears as Debtor above, the Liabilities shall include, without limitation, all of the foregoing joint, several and individual obligations of each such person to the Lender. Debtor agrees that if the proceeds of any of the Liabilities created in the future are utilized to pay and/or renew any of the Liabilities existing at this time, such future Liabilities shall be presumed to be renewals or extensions of the existing Liabilities.

2. Collateral. As security for the "Liabilities" as defined in Section 1 above, Debtor hereby assigns and grants to the Lender a continuing security interest and lien in the following (hereinafter referred to as the "Collateral"): All Personal Property and fixtures owned by Debtor or in which Debtor has rights, whether now or hereafter existing or acquired by Debtor and wherever located; and all proceeds and products of the foregoing. The term "All Personal Property" means an amount equal to twenty percent (20%) of the State School Aid payment to be received by the Debtor, all tangible and intangible property and rights in which a security interest or lien may be taken including, but not limited to, all goods, equipment, inventory, farm products, accounts, documents, instruments, investment property, general intangibles, chattel paper, deposit accounts, letter-of-credit rights, and supporting obligations and all books, records and data relating to the foregoing.

3. Special Representations, Warranties and Agreements. Debtor represents, warrants and agrees that at all times this Agreement is in effect:

3.1 Information Correct. The information regarding Debtor set forth on the first page of this Agreement is true and correct and Debtor will immediately notify the Lender in writing of any change in such information and will not change its state of organization, not change its legal name and not merge or consolidate with any other entity without providing the Lender with thirty (30) days prior written notice of such event.

3.2 Assumed Names. Any business conducted by Debtor under any assumed name shall be subject to this Agreement and any assets now or hereafter owned by Debtor under any assumed name shall be subject to the security interest granted by this Agreement.

3.3 Additional Information. Debtor shall furnish to the Lender the following:

A. Debtor will from time to time deliver to the Lender at the Lender's request additional schedules, certificates and information as the Lender may require respecting the Collateral, the terms or amounts received by Debtor in full or partial payment of any of the Collateral, and any goods (the sale or lease of which by Debtor shall have given rise to any of the Collateral) possession of

which has been obtained by Debtor. Any such schedule, certificate or other information shall be executed by a duly authorized officer of Debtor and shall be in such form and detail as the Lender may specify. Any schedule identifying any account receivable shall be accompanied (if the Lender so requests) by a true and correct copy of the invoice evidencing such account receivable and by evidence of shipment or performance by Debtor.

B. Promptly upon request by the Lender, any additional financial or other information regarding Debtor or the Collateral as the Lender may request. Any information shall be executed by a duly authorized officer of Debtor and shall be in such form and detail as the Lender may specify.

3.4 Financing Statements. Debtor authorizes the Lender to file a financing statement describing the Collateral and ratifies any financing statement previously filed by the Lender regarding the Collateral.

3.5 Possession by Third Party. If any of the Collateral is in the possession of a third party, Debtor will join with the Lender in notifying the third party of the Lender's interest and obtaining an acknowledgement from the third party that it is holding the Collateral for the benefit of the Lender.

3.6 Control. Upon Lender's request, Debtor will provide to the Lender a control agreement (in form and executed by persons determined by the Lender) with respect to Collateral consisting of deposit accounts, investment property, letter-of-credit rights and electronic chattel paper.

3.7 Chattel Paper. Debtor will not create any chattel paper without placing a legend on the chattel paper acceptable to the Lender indicating that the Lender has a security interest in the chattel paper.

4. Basic Representations, Warranties and Agreements. Debtor represents, warrants and agrees that at all times this Agreement is in effect:

4.1 Use of Collateral. The Collateral shall be used primarily for business purposes.

4.2 Transfer of Collateral. Except as otherwise permitted in Section 4.15, Debtor shall not sell, assign, rent, lease, lend, license or otherwise dispose of any interest in the Collateral without the prior written consent of the Lender.

4.3 Ownership; No Liens. Debtor owns and shall preserve the Collateral (and, as to after-acquired Collateral, shall own and preserve the same) free and clear of all taxes, liens, claims and security interests other than in favor of the Lender. Debtor shall defend the Collateral against all claims of anyone claiming an interest therein or tax or lien thereon.

4.4 Purchase Money Loan. If any of the Collateral is to be acquired with the proceeds of loans secured by this Agreement, Debtor authorizes the Lender to disburse



the loan proceeds directly to the seller. To the extent Debtor uses any loan proceeds to purchase Collateral, Debtor's repayment of such loan shall apply on a "first-in-first-out" basis so that the portion of such loan used to purchase a particular item of Collateral shall be paid in the chronological order the Debtor purchased the Collateral.

4.5 Financing Statements, Titles, Etc. Immediately upon request of the Lender, at any time, Debtor shall execute and deliver to the Lender all financing statements, security agreements, applications for certificates of title and other instruments and documents which the Lender may request for the purpose of implementing or confirming the terms of this Agreement, all of which shall be in a form satisfactory to the Lender. Debtor hereby irrevocably appoints the Lender, or any of its officers, as its true and lawful attorney, with full power of substitution, in the name of Debtor, to execute and file, at any time, any financing statement, continuation statement or amendments thereto, which the Lender deems necessary or convenient to protect, perfect or maintain the security interests and liens granted to the Lender.

4.6 Identification of Collateral. Upon demand of the Lender, Debtor shall mark any or all Collateral in a manner sufficient to identify the security interest of the Lender.

4.7 Collateral and Business Records. All records and information maintained by Debtor with respect to the Collateral and its account debtors and all other information set forth in any writing now or hereafter furnished to the Lender by Debtor shall be true and correct as of the date furnished. All financial statements and data furnished to the Lender shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall fairly present the financial condition of Debtor as of the dates, and the results of its operations for the periods, for which the same are furnished to the Lender. Debtor shall maintain accurate and complete records of the Collateral. All records of Debtor relating to the Collateral, its account debtors and any of the Debtor's financial affairs shall be maintained by Debtor at its chief executive office and shall not be removed therefrom without the prior written approval of the Lender.

4.8 Maintenance and Warranties. Debtor shall at all times regularly maintain, repair, and keep in good working order and condition all of the Collateral and protect the same from damage, deterioration or injury. Debtor shall at all times do everything necessary to keep in force any manufacturer's and seller's warranties with respect to the Collateral.

4.9 Compliance With Law. Debtor shall not use the Collateral for any unlawful purpose nor in violation of any statute or ordinance.

4.10 Taxes and Charges. Debtor shall promptly pay when due all taxes, assessments, fees, licenses and charges upon or necessary for the use or operation of the Collateral.

4.11 Insurance. All Collateral shall be insured from loss by fire, theft and other casualties (including extended coverage) in an amount, in a manner and with companies

satisfactory to the Lender. Such insurance shall be payable to Debtor and the Lender as their interests may appear. Debtor shall provide proof of insurance satisfactory to the Lender upon request. All insurance policies shall provide that the Lender must receive at least thirty (30) days prior written notice before any cancellation, non-renewal or reduction in coverage. Debtor hereby assigns to the Lender, as additional security for payment of the Liabilities, all rights of Debtor under or with respect to, all policies of insurance covering the Collateral, and all money which becomes due under such policies. Debtor hereby directs the issuer of any such policy to pay such money directly to the Lender. Both before and after the occurrence of an Event of Default, the Lender may (but need not), in its own name or in Debtor's name, execute and deliver proofs of claim, receive money due under such insurance policies, endorse checks and other instruments representing payment of such money, and adjust, litigate, compromise or release any claim against the issuer of any such policy.

4.12 Inspection. The Lender may take any actions reasonably necessary or convenient to ascertain the existence, condition and value of the Collateral. Debtor shall permit representatives of the Lender to visit and inspect any of the properties and facilities of Debtor and examine, copy (by electronic or other means) and abstract any of the books and accounting and Collateral records of Debtor at any time and as often as may be desired by the Lender. Debtor hereby authorizes the Lender to undertake or to have third parties undertake on its behalf (not more often than twice in any 12 month period) environmental investigations regarding Debtor and its properties and operations including research into the previous and current ownership, use, and condition (by taking samples or borings or otherwise) of any real or personal property owned, leased or used by Debtor for the purpose of attempting to determine whether: (i) Debtor has violated any federal, state or local laws involving the protection of the environment and/or the disposition of, or exposure to, hazardous or toxic substances, as now existing or as hereinafter amended or enacted, or any rules, regulations, guidelines or standards promulgated pursuant thereto; and (ii) whether any hazardous or toxic substances have been used or disposed of on Debtor's facilities or elsewhere. Such investigations may be performed at any time before or after any of the Liabilities are incurred and Debtor will permit the Lender and persons acting on its behalf to have access to Debtor's facilities and records for the purpose of conducting such investigations. The cost of all such investigations shall be immediately paid by Debtor to the Lender, shall be added to the Liabilities secured hereby and shall bear interest at the highest rate specified in any of the Liabilities secured hereby from the date incurred by the Lender until paid.

4.13 Actions by the Lender; Reimbursement. The Lender may immediately take any action or pay any sum required to be done or paid by Debtor under this Agreement if the Lender, in its discretion, determines that it is necessary or convenient to do so in order to protect, preserve or maintain the Collateral or the rights of the Lender therein. The amount of such payment or the cost of doing such act shall be immediately paid by Debtor to the Lender, shall be added to the Liabilities secured hereby, and shall bear interest at the highest rate specified in any of the Liabilities secured hereby from the date incurred by the Lender until paid. No act done or amount paid by the Lender under this Section shall be deemed to constitute a waiver of any default of Debtor.

4.14 Consignment Sales. Debtor will obtain the Lender's written consent before making sales on consignment. For all consignment sales, Debtor will take all actions necessary so as to preserve the priority of Debtor's and the Lender's interest in the Collateral sold on consignment, over the interest of any consignee or creditors of any consignee.

4.15 Intentionally Omitted.

4.16 Intentionally Omitted.

4.17 Indemnity. In addition to payments of the Liabilities, Debtor agrees to indemnify, pay and hold harmless the Lender and any holder of any of the Liabilities, and the officers, directors, employees, agents and affiliates of the Lender and such holders (collectively called the "Indemnitees") from and against any and all obligations, losses, damages, penalties, actions, judgments, suits, claims, costs (including, without limitation, settlement costs), expenses or disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnatee shall be designated a party thereto), which may be imposed on, incurred by, or asserted against that Indemnatee, in any manner relating to or arising out of this Agreement, the Liabilities, the Lender's relationship with Debtor, the use or intended use of the proceeds of any of the Liabilities or any environmental matter (the "Indemnified Claims"); provided that the Debtor shall have no obligation to an Indemnatee hereunder with respect to Indemnified Claims if it has been determined by a final decision (after all appeals and the expiration of time to appeal) by a court of competent jurisdiction that such Indemnified Claims arose primarily from the gross negligence or willful misconduct of that Indemnatee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, Debtor shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them.

## 5. Default and Rights of the Lender.

5.1 Events of Default. Occurrence of any default or Event of Default under that certain Loan Agreement by and between the Debtor and the Lender of even date herewith shall constitute an "Event of Default" under this Agreement.

5.2 Lender's Rights Upon Default. Upon occurrence of an Event of Default, all of the Liabilities (regardless of any contrary terms thereof) shall, at the option of the Lender, be immediately due and payable without demand or notice, and the Lender may exercise any of the rights and remedies of a creditor under the Uniform Commercial Code (the "UCC"), any other law, or any Court Rule and/or take any one or more of the actions specified below (which rights and remedies are cumulative) without notice (except as required by law):

A. Exercise any right or action set forth herein or in any of the documents evidencing the Liabilities, including but not limited to, the rights and actions set forth in Section 4.16 above.

B. Institute legal proceedings to: foreclose the lien and security interest described herein; recover judgment on the Liabilities; and/or sell any or all of the Collateral.

C. Take possession of any Collateral if not already in its possession without demand and without legal process. Upon the Lender's demand, Debtor will assemble and make the Collateral available to the Lender as it directs. Debtor grants to the Lender the right, for this purpose, to enter into or on any premises where the Collateral may be located.

D. Sell, lease or otherwise dispose of the Collateral at public or private sale in accordance with the UCC, whether or not the Lender is in possession of the Collateral.

5.3 Foreclosure Procedures. The Lender shall give Debtor such notice of any private or public sale as may be required by the UCC. The Lender has no obligation to clean up or otherwise prepare the Collateral for sale. The Lender has no obligation to attempt to satisfy the Liabilities by collecting them from any other person liable for them and the Lender may release, modify or waive any collateral provided by any other person to secure any of the Liabilities, all without affecting the Lender's rights against Debtor. Debtor waives any right it may have to require the Lender to pursue any third person for any of the Liabilities. The Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. The Lender may sell the Collateral without giving any warranties as to the Collateral. The Lender may specifically disclaim any warranties of title or the like. Any lack or disclaimer of warranties will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. If the Lender sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by the Lender, and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, the Lender may resell the Collateral and Debtor shall be credited with the proceeds of the sale. In the event the Lender purchases any of the Collateral being sold, the Lender may pay for the Collateral by crediting some or all of the Liabilities of the Debtor. The Lender has no obligation to marshal any assets in favor of Debtor, or against or in payment of any of the Liabilities or any obligation owed to the Lender by any other person.

5.4 Proceeds of Collateral. Proceeds of any collection or disposition by the Lender of any of the Collateral may be applied by the Lender first to the reasonable expenses of retaking, conserving, collecting (by suit or otherwise) or disposing of (by sale or otherwise) the Collateral, including reasonable attorneys' fees and legal expenses incurred, and then to the satisfaction of all the Liabilities secured hereby in such order of application as the Lender elects. After such application and any further application

required by law, the Lender will account to Debtor for any surplus and Debtor and every guarantor of Debtor shall remain liable to the Lender for any deficiency.

6. Freedom to Deal With Collateral and Liabilities. Debtor agrees that the Lender may, without liability to Debtor: release any security for the Liabilities which has been provided by any other obligor before or after maturity of any of the Liabilities; enforce its rights as to any of the Collateral covered by this Agreement without being obliged to first do so as to any other security, whether owned by Debtor or any other person; add, substitute or release any maker or guarantor of the Liabilities; and/or extend, renew, modify, or make any accommodations with regard to the Liabilities. Debtor further agrees that the Lender has no duty to preserve its or Debtor's rights against prior parties with respect to any account, instrument or chattel paper in the Lender's possession.

7. Terms Defined by Statute. All other terms, not expressly defined herein, shall be defined and construed in accordance with the Uniform Commercial Code as in force in the State of Michigan from time to time; provided that with respect to any term used herein that is defined in either Article 9 of the Michigan Uniform Commercial Code as in force at the time this Agreement was signed, or Article 9 as in force at any relevant time after the date of this Agreement, the meaning to be ascribed thereto with respect to any particular item of property shall be that under the more-encompassing of the two definitions. Debtor specifically agrees that the term "Accounts" shall, to the extent permitted by the Michigan Uniform Commercial Code now or after the date hereof, include, but not be limited to, healthcare-insurance receivables.

8. Expenses/Attorneys' Fees. All expenses incurred by the Lender in perfecting its security interest in any Collateral or insuring, protecting, maintaining, enforcing, selling, or disposing of the Collateral and all expenses, including reasonable attorneys' fees and legal expenses, incurred by the Lender in seeking to collect or enforce any rights to or under the Collateral and, in case of default, incurred by the Lender in seeking to collect or enforce the Liabilities secured hereby (through formal or informal collection actions, workout or otherwise) and enforce its rights hereunder (including participating or taking action in any bankruptcy or other insolvency proceeding of Debtor) or for any other purpose related to this Agreement or the Liabilities shall be immediately reimbursed to the Lender by Debtor and shall be part of the Liabilities secured by this Agreement.

9. Miscellaneous. The paragraph headings used in this Agreement are for convenience only and shall not be used in the interpretation hereof. The obligations of each of the undersigned under this Agreement, if there is more than one Debtor, shall be joint and several; each of the undersigned shall be individually liable for performance of and for all amounts due under this Agreement. All persons signing this Agreement on behalf of a corporation, partnership, trust or other entity warrant to the Lender that they are duly and properly authorized to execute this Agreement. Nothing in this Agreement shall waive or restrict any right of the Lender granted in any other document or by law. No delay on the part of the Lender in the exercise of any right or remedy shall operate as a waiver. No single or partial exercise by the Lender of any right or remedy shall preclude any other future exercise of that right or remedy or the exercise of any other right or remedy. No waiver or indulgence by the Lender of any default shall be effective unless in writing and signed by the Lender, nor shall a waiver on one occasion be construed as a bar to or waiver of that right on any future occasion.

Acceptance of partial or late payments owing on any of the Liabilities at any time shall not be deemed a waiver of any default. All rights, remedies and security granted to the Lender herein are cumulative and in addition to other rights, remedies or security which may be granted elsewhere or by law. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof shall be declared invalid or illegal it shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Agreement. Notice from the Lender to Debtor, if mailed, shall be deemed given when mailed to Debtor, postage prepaid, at Debtor's address set forth at the beginning of this Agreement or at any other address of Debtor in the records of the Lender. The Lender may assign (or sell participations) in the Liabilities and any reference to the Lender shall include any holder of the Liabilities and any holder shall succeed to the Lender's rights under this Agreement. This Agreement shall bind the heirs, personal representatives, successors and assigns of Debtor and all persons who become bound as a debtor to this Agreement. Debtor agrees that any action against Debtor for enforcement of this Agreement may be brought by the Lender in any municipal or State court in Michigan having jurisdiction of the subject matter; Debtor consents to personal jurisdiction over it by such courts; and consents to venue in such courts. This Agreement has been executed in Michigan, and is governed by Michigan law, except to the extent that the Michigan Uniform Commercial Code provides for the application of the law of another state. If any payment applied by the Lender to the Liabilities is subsequently set aside, recovered, rescinded or otherwise required to be returned or disgorged by the Lender for any reason (pursuant to bankruptcy proceedings, fraudulent conveyance statutes, or otherwise), the Liabilities to which the payment was applied shall for the purposes of this Agreement be deemed to have continued in existence, notwithstanding the application, and shall be secured by the Collateral as fully as if the Lender had not received and applied the payment.

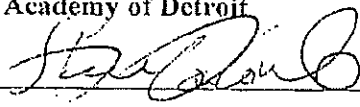
10. WAIVER OF JURY TRIAL. DEBTOR AND THE LENDER EACH HEREBY KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM ARISING OUT OF THIS AGREEMENT, ANY OF THE LIABILITIES, OR ANY ALLEGED ACT OR NEGLIGENCE OF THE LENDER.

[Signatures on following page]

IN WITNESS WHEREOF, the Debtor has executed this Agreement on the day and year first above written.

DEBTOR:

Dove Academy of Detroit

By: 

Name: Stephen Tomkowiak

Its: President, Board of Directors



## MICHIGAN DEPARTMENT OF STATE

Uniform Commercial Code  
P.O. Box 30197  
Lansing, Michigan 48909  
[www.michigan.gov/sosucc](http://www.michigan.gov/sosucc)

### Filing Acknowledgement

September 20, 2019 03:22 PM

**Work Order Number**  
WO201909200000448

**Initial Filing Number**  
2014139500-7

**Filing Description**  
UCC-3 Continuation

**Document Filing Number**  
20190920000540-0

**Debtor**  
Dove Academy of Detroit

20001 Wexford  
Detroit, MI 48234 USA

**Secured Party**  
HantzBank

26200 American Drive  
Southfield, MI 48034 USA

The Michigan Secretary of State, Uniform Commercial Code office has filed the attached documents. The filing number, date, and time are shown on each document. The filing number can be used to reference the document in the future.

Jocelyn Benson  
Secretary of State





MICHIGAN DEPARTMENT OF STATE

Uniform Commercial Code Section  
P.O. Box 30197  
Lansing, Michigan 48909-7697  
www.michigan.gov/sosucc

**Filing Acknowledgement**

September 25, 2014

**Job Number**  
U20140925-1234

**Initial Filing Number**  
2014139500-7

**Filing Description**  
Initial Financing Statement

**Document Filing Number**      **Date/Time of Filing**  
2014139500-7                      09/25/2014 04:47 PM

**Debtors**  
Dove Academy of Detroit  
20001 Wexford  
Detroit MI 48234

**Secured Parties**  
HantzBank  
26200 American Drive  
Southfield MI 48034

The Michigan Secretary of State, Uniform Commercial Code office has filed the attached documents. The filing date and time are shown on each document. A filing number is also affixed and can be used to reference this document in the future.

Ruth Johnson  
Secretary of State

Document Number:  
2014139500-7

Filing Date and Time:  
9/25/2014 4:47:51 PM

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Susan McMaster	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Jaffe Ralit Heuer & Weiss 27777 Franklin Road Suite 2500 Southfield MI 48034	



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Dove Academy of Detroit			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c.	MAILING ADDRESS 20001 Wexford	CITY Detroit	STATE MI POSTAL CODE 48234 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c.	MAILING ADDRESS	CITY	STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME HantzBank			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c.	MAILING ADDRESS 26200 American Drive	CITY Southfield	STATE MI POSTAL CODE 48034 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
All Personal Property and fixtures owned by Debtor or in which Debtor has rights, whether now or hereafter existing or acquired by Debtor and wherever located; and all proceeds and products of the foregoing. The term "All Personal Property" means an amount equal to twenty percent (20%) of the State School Aid payment to be received by the Debtor, all tangible and intangible property and rights in which a security interest or lien may be taken including, but not limited to, all goods, equipment, inventory, farm products, accounts, documents, instruments, investment property, general intangibles, chattel paper, deposit accounts, letter-of-credit rights, and supporting obligations and all books, records and data relating to the foregoing.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, Item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessor/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:



26200 American Drive  
Southfield, MI 48034  
(248) 921 2492

October 24, 2019

**Dove Academy of Detroit**  
c/o Mr. Adam Holcomb  
20001 Wexford St, Detroit, MI 48234

**Re: Refinance matured mortgage note # 6400050808 with Credit Union ONE.**

Dear Mr. Holcomb;

Credit Union ONE (Successor in interest to the former Hantz Bank) is pleased to propose the following terms to Dove Academy of Detroit for consideration and acceptance. This proposal shall be contingent upon final approval and the execution of loan documents satisfactory in form and substance to Credit Union ONE and its counsel.

Sincerely,

A handwritten signature in black ink, appearing to read "Eli Akel", written in a cursive style.

Eli Akel

Vice President of Commercial Lending

(248) 921 2492

Eli\_akel@cuone.org

**BORROWER:**

Dove Academy of Detroit.

**TYPE OF LOAN:**

Commercial Mortgage.

**AMOUNT:**

Up to \$999,000.00 or the actual matured amount.

**INTEREST RATE:**

The initial interest rate will be fixed at 4.25% for the first five years, at the beginning of year 6 the rate will adjust once to equal 2.50% over the 5-year treasury rate.

**TERM:**

10 years based on a 20 years amortization.

**LOAN TO VALUE:**

Maximum of seventy five percent (75%) of the appraised value of the entire real property commonly known as 20001 Wexford St, Detroit, MI 48234

**PREPAYMENT PREMIUM:**

Applicable during the first 5 years as follow: 5%, 4%, 3%, 2%, 1%. and 0% thereafter.

Borrower may prepay the principal amount up to 20% per year without incurring a premium.

**COVENANTS & CONDITIONS:**

Minimum debt service coverage of 1.00:1.00 tested annually.

Verification of ongoing accreditation of school.

During the life of the Loan, Borrower shall maintain its main banking accounts with Credit Union ONE to include state aid payments.

**ORIGINATION FEE:**

None.

**COLLATERAL SECURITY:**

Borrower shall provide the following collateral to Credit Union ONE as security for the Loan:

- First Mortgage and Assignment of Lease and Rents, appurtenances and fixtures located at the premises commonly known as 20001 Wexford St, Detroit, MI 48234

**CLOSING COSTS:**

All expenses arising from and reasonably incurred in connection with the loan will be paid for by the lender.

Subject to final approval by Credit Union ONE.

**EXPIRATION OF PROPOSAL:**

This entire Loan proposal may be cancelled at Credit Union ONE's option if:

- (1) This entire Commitment is not accepted by the Borrower on or before December 1<sup>st</sup>, 2019.
- (2) The Borrower shall fail to comply with any of the terms and conditions hereof.
- (3) There occurs any adverse change in the financial position of Borrower from the date of the most recent financial statement delivered to lender.

**DOVE ACADEMY OF DETROIT  
COUNTY OF WAYNE, STATE OF MICHIGAN  
MORTGAGE BOND**

**EFFECTIVE DATE: March 1, 2020**

**AMOUNT: \$975,663.40**

WHEREAS, pursuant to MCL 380.504a(b), Dove Academy of Detroit, a Michigan nonprofit corporation and public school academy (the "Academy") is permitted to acquire, hold, and own in its own name real and personal property, or interests in real or personal property, for educational purposes by purchase, gift, grant, devise, bequest, lease, sublease, installment purchase agreement, land contract, option, or condemnation, and subject to mortgages, security interests, or other liens; and to sell or convey the property as the interests of the public school academy require;

WHEREAS, the Academy has previously financed \$1,312,500.00 by way of issuance of its Mortgage Bond dated as of September 23, 2014, secured by a certain mortgage, to Hantz Bank, the predecessor to Credit Union ONE, a Michigan Credit Union (the "Credit Union");

WHEREAS, the Academy desires to refinance the outstanding balance of Nine Hundred Seventy-Five Thousand, Six Hundred Sixty-Three and 40/100 Dollars (\$975,663.40) by issuing its Mortgage Bond to Credit Union ONE, a Michigan Credit Union.

Promise to Pay. The undersigned promises to pay to the order of the Credit Union, at any office of the Credit Union in the State of Michigan, the sum of Nine Hundred Seventy-Five Thousand, Six Hundred Sixty-Three and 40/100 Dollars (\$975,663.40), or such lesser amount advanced by the Credit Union hereunder and to pay interest on the unpaid balance at the Mortgage Bond Rate (as defined below) until either an Event of Default (as defined in the Loan Agreement) occurs or this Mortgage Bond becomes due, whether by default, demand or maturity, and thereafter at a rate equal to the Mortgage Bond Rate plus 3% per annum. In no event shall the interest rate exceed the maximum rate allowed by law. This Mortgage Bond is being issued, executed and delivered pursuant to Act 451, Public Act of Michigan, 1976, as amended, a resolution of the Borrower adopted on November 18, 2019. This Mortgage Bond is the full faith and credit obligation of the Borrower and is payable, as a first budget obligation, from any funds of the Borrower available therefor. Capitalized terms not defined in this Mortgage Bond shall have the meanings set forth in the Loan Agreement.

Interest Rate. The Mortgage Bond shall bear interest at the rate of four and one-quarter percent (4.25%) per annum (the "Mortgage Bond Rate") for the first five (5) years of the ten (10) year term of this Mortgage bond, after which the Mortgage Bond Rate shall be adjusted to be two and one-half percent (2.50%) over the five (5) year treasury yield as maintained by the Credit Union. Upon any change in the Mortgage Bond Rate, the Credit Union, at its sole option, may change the amount of any payments to reflect the new Mortgage Bond Rate. Interest shall be

DOVE ACADEMY OF DETROIT  
Mortgage Bond

calculated for the actual number of days the principal is outstanding on the basis of a 360 day year.

Payments. Payments shall be made as set forth on Exhibit A, the Payment Schedule. Each payment shall be applied first to accrued interest and then to principal. The undersigned may at any time prepay this Mortgage Bond, in whole or in part, if the undersigned pays a premium on the amount to be prepaid at the rate equal to (a) 5% of the amount to be prepaid if prepayment is made during the twelve month period after the Effective Date hereof, (b) 4% of the prepayment amount if the prepayment is made during the period from 13 to 24 months following the Effective Date hereof, (c) 3% of the prepayment amount if the prepayment is made during the period from 25 to 36 months following the Effective Date hereof, (d) 2% of the prepayment amount if the prepayment is made during the period from 37 to 48 months following the Effective Date, and (e) 1% of the prepayment amount if the prepayment is made during the period from 49 to 62 months following the Effective Date hereof (other than on the Due Date). Each prepayment must be not less than \$10,000; and all prepayments shall be applied to installments of principal in their inverse order of maturity. Notwithstanding the foregoing, no premium shall be due if the prepayment is made from Borrower's cash flow or subordinated debt.

The Credit Union may charge a late charge equal to five percent (5%) of each installment (provided such late charge shall not be less than \$25 nor more than \$100) which is received by the Credit Union more than ten (10) days after due. Acceptance of the late charge shall not waive any default under this Mortgage Bond. All payments hereunder shall be in immediately available United States funds, without setoff or counterclaim. Any payments of principal in excess of the installment payments required shall apply to the installments last falling due. If this Mortgage Bond or any installment thereon shall become payable on a day other than a day on which the Credit Union is open for business, such payment shall be extended to the next succeeding business day and interest thereon shall be payable at the rate herein specified during the extension. If any payment applied by the Credit Union to this Mortgage Bond is subsequently set aside, recovered, rescinded or otherwise required to be returned or disgorged by the Credit Union for any reason (pursuant to Credit Bankruptcy proceedings, fraudulent conveyance statutes, or otherwise), this Mortgage Bond shall be deemed to have continued in existence, notwithstanding the application, and this Mortgage Bond shall be enforceable as to the amount of such payment as fully as if the Credit Union had not received and applied the payment.

Parity Debt. The Academy reserves the right to issue one or more state aid notes or lines of credit, pursuant to MCL 380.1225, which pledge all or a portion of its state school aid. In the event the Academy issues a state aid note or line of credit, it shall not encumber the state aid that it is to receive from the State of Michigan through its Authorizer, Oakland University, to the extent that such state aid is set forth in Exhibit A as owing for principal and interest payments on this Mortgage Bond. Such state aid note or line of credit, however, shall be pari passu as to the state aid pledged for principal and interest payments thereunder.

DOVE ACADEMY OF DETROIT  
Mortgage Bond

Security. This Mortgage Bond and any other indebtedness and liabilities of any of the undersigned to the Credit Union, and all renewals or extensions thereof, whether joint or several, contingent or absolute, now existing or hereafter arising, and howsoever evidenced (herein collectively called the "Liabilities") are secured by all items now or hereafter deposited in any account of any of the undersigned with the Credit Union and by all proceeds of such items (cash or otherwise), by all account balances of any of the undersigned now or hereafter with the Credit Union, by all property of any of the undersigned now or hereafter in the possession of the Credit Union, and by any other collateral, rights and properties described in each and every mortgage, security agreement, pledge, assignment and other security or collateral agreement which has been, or will hereafter be, executed by any of the undersigned or for the benefit of the Credit Union including the Mortgage, Assignment of Leases and Rents, the Security Agreement and the State School Aid Pledge Agreement of even date herewith (all herein collectively called the "Collateral").

Remedies on Default. Upon occurrence of an Event of Default: (a) this Mortgage Bond and all of the other Liabilities (regardless of any contrary terms of such Liabilities) shall, at the Credit Union's option, be immediately due and payable without demand or notice; (b) the Credit Union may exercise any right and remedies granted to it by this Mortgage Bond, any of the Liabilities or any present or future agreement with any of the undersigned, or otherwise available to the Credit Union under applicable law; (c) the Credit Union may exercise its right of set-off and/or take possession of and dispose of any of the Collateral. The undersigned agrees to reimburse the holder or owner of this Mortgage Bond upon demand for any and all costs and expenses (including without limit, court costs, legal expenses and reasonable attorney fees, whether inside or outside counsel is used, whether or not suit is instituted and, if suit is instituted, whether at the trial court level, appellate level, in a Credit Bankruptcy, probate or administrative proceeding or otherwise) incurred in collecting or attempting to collect this Mortgage Bond or incurred in any other matter or proceeding relating to this Mortgage Bond (including participating or taking action in any Credit Bankruptcy or other insolvency proceeding of the undersigned).

Waivers. Each of the undersigned severally waives demand, presentment, notice of dishonor, protest, notice of demand or intent to demand, notice of acceleration or intent to accelerate, and all other notices, and consents to: (a) any extension or postponement of the time for payment of this Mortgage Bond; (b) any renewal of this Mortgage Bond or indulgences granted by the Credit Union with respect to enforcement of its terms; (c) any substitution, exchange or release of all or any part of the Collateral; (d) the addition, substitution or release of any maker; and (e) the election by the Credit Union not to seek enforcement against any person or entity which may be liable for payment of this Mortgage Bond. The undersigned waives all defenses or right to discharge available under Section 3-605 of the Michigan Uniform Commercial Code and waives all other suretyship defenses or right to discharge.

Information Sharing. The Credit Union may provide, without any limitation whatsoever, any information or knowledge the Credit Union may have about the undersigned or any matter

DOVE ACADEMY OF DETROIT  
Mortgage Bond



relating to this Mortgage Bond and any related documents to the Credit Union's parent, subsidiaries and affiliates and their successors, or to any one or more purchasers or potential purchasers of this Mortgage Bond or any related documents, and the undersigned waives any right to privacy the undersigned may have with respect to such matters. The undersigned agrees that the Credit Union may at any time sell, assign or transfer one or more interests or participations in all or any part of its rights or obligations under this Mortgage Bond to one or more purchasers whether or not related to the Credit Union.

Miscellaneous. The obligations of the undersigned under this Mortgage Bond shall be joint and several; and each of the undersigned shall be individually liable for all amounts due under this Mortgage Bond. All persons signing this Mortgage Bond on behalf of a corporation, partnership, trust or other entity warrants to the Credit Union that they are duly and properly authorized to execute this Mortgage Bond and that the proceeds will be used by the entity for business purposes. Nothing in this Mortgage Bond shall waive or restrict any right of the Credit Union granted in any other document or by law. No delay on the part of the Credit Union in the exercise of any right or remedy shall operate as a waiver. No single or partial exercise by the Credit Union of any right or remedy shall preclude any other future exercise of that right or remedy or the exercise of any other right or remedy. The terms and conditions of this Mortgage Bond may not be amended, waived or modified except in a writing signed by an officer of the Credit Union expressly stating that the writing constitutes an amendment, waiver, or modification of the terms of this Mortgage Bond. A waiver on one occasion shall not be construed as a waiver of that term on any future occasion. Acceptance of partial or late payments owing on this Mortgage Bond at any time shall not be deemed a waiver of any default. All rights, remedies and security granted to the Credit Union herein are cumulative and in addition to other rights, remedies, or security which may be granted elsewhere or by law. Whenever possible, each provision of this Mortgage Bond shall be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof shall be declared invalid or illegal it shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Mortgage Bond. Any reference to the Credit Union shall include any holder of this Mortgage Bond and any holder shall succeed to the Credit Union's rights. This Mortgage Bond shall bind the respective heirs, personal representatives, successors and assigns of the undersigned. The undersigned and all guarantors agree that any action against them for enforcement of this Mortgage Bond may be brought by the Credit Union in any federal, municipal or state court in Michigan, having jurisdiction of the subject matter; they consent to personal jurisdiction over them by such courts; and they consent to venue in such courts. This Mortgage Bond has been executed in Michigan and is governed by Michigan law.

DIRECT DEBIT. Payments shall be paid by the undersigned by debiting the undersigned's Operations Account on the due dates.

WAIVER OF SPECIAL DAMAGES. THE UNDERSIGNED WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED  
DOVE ACADEMY OF DETROIT  
Mortgage Bond

MAY HAVE TO CLAIM OR RECOVER FROM THE CREDIT UNION IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

WAIVER OF JURY TRIAL. THE UNDERSIGNED AND THE CREDIT UNION HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE

(WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE UNDERSIGNED AND THE CREDIT UNION ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE BOND, ANY OF THE LIABILITIES, OR ANY ALLEGED ACT OR NEGLIGENCE OF THE CREDIT UNION. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE CREDIT UNION TO PROVIDE THE FINANCING DESCRIBED HEREIN.

Executed as of the date set forth above,

**DOVE ACADEMY OF DETROIT,**  
Michigan nonprofit corporation and public school academy

  
By: Jarod McGuffey  
ITS: President

**STATE SCHOOL AID PAYMENT AGREEMENT AND DIRECTION**

**\$975,663.40**

**DOVE ACADEMY OF DETROIT  
COUNTY OF WAYNE, STATE OF MICHIGAN  
MORTGAGE BOND  
(General Obligation)**

THIS STATE SCHOOL AID PAYMENT AGREEMENT AND DIRECTION (“Agreement”) is dated as of March 1, 2020, by and between DOVE ACADEMY OF DETROIT, Wayne County, Michigan (the “Academy”) and Credit Union ONE (“Credit Union”).

WHEREAS, as of the date hereof Credit Union has made a loan to the Academy in the original principal amount of \$975,663.40 as evidenced by the Academy’s Mortgage Bond dated as of March 1, 2020 (General Obligation) (the “Mortgage Bond”) that provides for payments as described in the Mortgage Bond, a copy of the payment schedule for which is attached as Exhibit A; and

WHEREAS, pursuant to the Mortgage Bond, the Academy has pledged certain State School Aid Payments (“State School Aid Payments”) to Credit Union as security for repayment of the Mortgage Bond; and

WHEREAS, pursuant to the Revised School Code, as amended (the “School Code”), and the State School Aid Act of 1979, as amended (the “Act”), being MCL 380.1 et seq. and MCL 388.1601 et seq., respectively, the Oakland University (the “Fiscal Agent”) is the authorizing body for the Academy and, for the purpose of transferring State School Aid Payments, is the fiscal agent for the Academy, and has issued a contract to charter a public school academy (the “Contract”), to the Academy which remains in full force and effect as of the date of the Fiscal Agent’s signature below and which provides among other things, for its duties as the Fiscal Agent for the Academy; and

WHEREAS, to the extent that the effective date of this Agreement is March 1, 2020, the Academy and the Credit Union acknowledge and agree that the Fiscal Agent has already fully paid all amounts due to the Academy, Hantz Bank and/or the Credit Union (as successor to Hantz Bank) for the period from March 1, 2020 through and including the date of the last signature below regardless of whether those amounts were due pursuant to the prior loan agreements/mortgages, the Mortgage Bond and/or this Agreement. Under no circumstances will the Fiscal Agent be required to pay any additional amounts to or for the benefit of the

DOVE ACADEMY OF DETROIT  
State Aid Agreement

Academy, Hantz Bank and/or the Credit Union for the period from March 1, 2020 through and including the date of the Last signature below; and

WHEREAS, to secure performance of the Academy's obligations with respect to the Mortgage Bond, the Academy and Credit Union desire to execute and deliver this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Pursuant to the School Code and the Act, the Academy's State School Aid Payments for the 2019/20 fiscal year shall be allocated by the Michigan Department of Treasury to the Fiscal Agent for forwarding to the Academy.
2. Academy irrevocably authorizes and directs the Fiscal Agent to send to or at the direction of Credit Union, during the period from March 1, 2020, to and including 11/01/2026, an amount pursuant to the payment and interest schedule in the Mortgage Bond for each month of each state school aid payment allocated to the Fiscal Agent for forwarding to the Academy. No lesser or additional amount of State School Aid Payments shall be paid to or at the direction of Credit Union from amounts allocated to the Fiscal Agent for forwarding to the Academy without prior written authorization from the Academy and Credit Union. Provided, however, the Academy further irrevocably authorizes and directs the Fiscal Agent to make additional payments directly to Credit Union from the State School Aid Payments allocated to the Fiscal Agent for forwarding to the Academy to cover late charges pursuant to the Mortgage Bond as applicable and any additional amounts that shall be due and payable to Credit Union under the Mortgage Bond, whether by reason of an increase in the interest rate on the Mortgage Bond, acceleration of the unpaid principal balance due to the occurrence of an event of default, all to the extent that Credit Union shall notify the Academy and Fiscal Agent in writing from time to time. The Academy and Credit Union acknowledge and agree that the Academy has, as a condition of its Contract with the Fiscal Agent, previously agreed to pay three percent (3%) of its State School Aid Payments to Oakland University to reimburse the Fiscal Agent for its oversight responsibilities under the Contract, and that such State School Aid Payments are not part of the current or future funds pledged to Credit Union.
3. The Fiscal Agent is hereby directed to pay any State School Aid Funds receivable by Credit Union pursuant to the terms of this Agreement to the order of Credit Union ONE, a Michigan Credit Union and transferred by ACH to Credit Union as follows:

Credit Union ONE, a Michigan Credit Union

DOVE ACADEMY OF DETROIT

State Aid Agreement

26200 American Drive, Southfield, Michigan 48034

Credit Union Transit Routing Number (ABA#): 072414019

Address on Account: 20001 Wexford St. Detroit, MI 48234

Customer's account number: 6107821514

Loan Number: 6400050808

4. The Academy and Credit Union hereby warrant and represent to the Fiscal Agent intending the Fiscal Agent to rely thereon and to induce the Fiscal Agent to acknowledge this Agreement, that:

- (a) No agreement between the Academy and any party, including, without limitation, Credit Union, provides for recourse against the Fiscal Agent for the amount of the Mortgage Bond or any portion thereof.
- (b) Credit Union acknowledges having read the Contract before extending financing to the Academy. Credit Union and the Academy understand and acknowledge that, as a matter of Michigan law, memorialized by the Contract, decisions to renew or not to renew a public school academy's contract, including the Contract, are in the Fiscal Agent's sole discretion and further that a public school academy's contract, including the Contract, may be suspended or revoked by the Fiscal Agent prior to the expiration of the term of the Contract. The term of any contract, including the Contract, is renewable for a term acceptable to the Fiscal Agent, or nonrenewable, at the sole discretion of the Fiscal Agent, taking into account certain factors, such as whether Oakland University issues a recommendation for reauthorization to the Fiscal Agent. The Academy and Credit Union understand and acknowledge that the Contract cannot be renewed without the Fiscal Agent's approval. This Agreement is subject to the terms and conditions of the Contract.
- (c) The Academy and Credit Union understand and acknowledge that the decision of Credit Union to extend financing to the Academy was and is based solely on the due diligence performed by the respective parties, and that the Fiscal Agent has not provided any projected or actual financial or student enrollment information relative to the Academy that has been relied upon and is the basis for any of the parties' decision to enter into the Mortgage Bond or to extend financing to the Academy.

DOVE ACADEMY OF DETROIT

State Aid Agreement

- (d) Credit Union understands and acknowledges that the Academy may have irrevocably authorized and directed the Fiscal Agent to set aside State School Aid Payments to satisfy intercept agreements entered into by the Academy prior to and separate from this Agreement.

5. The Academy hereby warrants and represents that it has obtained qualified status pursuant to Act 34, Public Acts of Michigan, 2001, as amended, or has received prior approval from the Michigan Department of Treasury to issue the Mortgage Bond.

6. The Academy hereby warrants and represents to the Fiscal Agent intending the Fiscal Agent to rely thereon and to induce the Fiscal Agent to acknowledge this Agreement, that the Mortgage Bond complies with the Contract, the Act, Section 1225 of the School Code and all applicable laws, and that the Mortgage Bond is a valid and binding contract of the Academy enforceable in accordance with its terms. The Academy hereby warrants and represents to the Fiscal Agent intending the Fiscal Agent to rely thereon and to induce the Fiscal Agent to acknowledge this Agreement that the Academy has obtained an opinion from an attorney or firm of attorneys duly admitted to practice law in the State of Michigan that the Mortgage Bond is a valid an binding contract of the Academy enforceable in accordance with its terms subject only to the limitations set forth in said opinion.

7. The Academy and Credit Union understand and acknowledge that the Fiscal Agent does not, and shall not, be deemed to guarantee payment for the amount of the Mortgage Bond or any portion thereof or the continuation or renewal of the Contract. The Fiscal Agent has no responsibility or duty to verify the Academy's pupil count, as defined in the Act, or to authorize, approve or determine the accuracy of the State School Aid Payments received on behalf of the Academy from the Michigan Department of Treasury.

8. The Academy and Credit Union understand and acknowledge that the Fiscal Agent makes no representations concerning the financial condition or the ability of the Academy to repay the Mortgage Bond now or in the future, and that the Fiscal Agent's acknowledgement of this Agreement does not constitute a recommendation, authorization, or approval of the Academy's borrowing in any way whatsoever.

9. The Academy and Credit Union acknowledge and agree that the Academy has no authority to extend the faith and credit of Oakland University or to enter into any contractual arrangement that would financially obligate Oakland University.

10. The Academy hereby warrants and represents that it will notify Credit Union and the Fiscal Agent of any request submitted to the Michigan Department of Education for an advance on State School Aid Payments at the same time such request is submitted to the Michigan Department of Education. If the Academy's request for an advance on State School Aid

DOVE ACADEMY OF DETROIT

State Aid Agreement

Payments is approved by the Michigan Department of Education, the Academy shall notify Credit Union and the Fiscal Agent in writing of the amount of State School Aid Payments, if any, that should be forwarded by the Fiscal Agent to Credit Union at least thirty (30) days before such State School Aid Payments are to be allocated by the Michigan Department of Treasury to the Fiscal Agent for forwarding to the Academy.

11. This Agreement shall not, in any way, supersede or diminish the rights, responsibilities, and duties of the Academy, the Fiscal Agent, or the Michigan Department of Treasury as set forth in the Fiscal Agent Agreement, if any, executed by and among such parties.

12. This Agreement shall not, in any way, supersede or diminish the rights, responsibilities, and duties of the Academy and the Fiscal Agent as set forth in the Contract executed between such parties.

13. This Agreement shall expire November 1, 2026, as to the Academy and Credit Union. The Fiscal Agent's implementation of the payment direction provided in paragraph 2 above shall expire upon the earlier of:

- (a) termination of the Contract or any successor agreement to the Contract;
- (b) suspension or revocation of the Contract or any successor agreement to the Contract; or
- (c) November 1, 2026, or the earlier satisfaction in full of the Academy's obligations under the Mortgage Bond.

14. The Academy and Credit Union hereby agree that neither they nor any person or entity claiming under or through them, by way of assignment, as successor or otherwise, shall ever institute, or in any way aid in the institution or prosecution of, any claim, demand, or action at law or in equity against the Fiscal Agent, Oakland University, its Trustees, officers, employees, or agents arising out of or relating to (a) an Event of Default of payments on the Mortgage Bond; (b) any deficiency, overpayment or other error in the amount of State School Aid Payments allocated to the Fiscal Agent for forwarding to the Academy by the Michigan Department of Treasury; (c) the Fiscal Agent's termination, suspension or revocation of the Contract; (d) any action arising out of or in relation to the Mortgage Bond taken or neglected to be taken by the Fiscal Agent in good faith in any exercise of reasonable care and believed by the Fiscal Agent to be within the discretion or power conferred upon it by the Contract; (e) the consequences of any error of judgment arising out of or relating to the Mortgage Bond by the Fiscal Agent; (f) insofar as it relates to the Mortgage Bond, any act or failure to act by the Fiscal Agent, Oakland

DOVE ACADEMY OF DETROIT

State Aid Agreement

University, its Trustees, officers, employees or agents in any oversight capacity with respect to the Academy under the School Code, the Act, or the Contract; and (g) any offering circular, official statement or other securities disclosure or marketing document used in connection with any offering, sale or distribution of any securities created as proportional interests in, or otherwise related to, the Mortgage Bond. The Fiscal Agent shall not be answerable for any loss arising out of or relating to the Mortgage Bond unless the same shall have been through its gross negligence or willful default in failing to implement the payment direction contained in paragraph 3 of this Agreement. This covenant shall survive the expiration of this Agreement. This paragraph does not in any way relieve the Fiscal Agent from its duties and responsibilities to perform under the Contract.

15. This Agreement, and all covenants, rights, duties and obligations herein shall bind, and inure to the benefit of, the parties' successors and assigns.

16. No modification of this Agreement, or of any covenant, condition or provision herein shall be valid unless in writing and duly executed by the Academy and Credit Union, and acknowledged by the Fiscal Agent.

17. This Agreement shall be governed by the laws of the State of Michigan.

18. This Agreement constitutes the entire agreement relating to the Fiscal Agent's role in connection with the Mortgage Bond and supersedes any and all prior statements, representations or understandings whether oral or in writing.

19. This Agreement may be executed in one or more counterparts, each of which will be regarded as an original and all of which will constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**CREDIT UNION ONE, A MICHIGAN  
CREDIT UNION, as Credit Union**



BY: ELI AKEL  
ITS Vice President

DOVE ACADEMY OF DETROIT

State Aid Agreement




ITS

SIGNATURE PAGE OF CREDIT UNION

**DOVE ACADEMY OF DETROIT,**

as the Academy

By: 

BY: Jarod McGuffey

ITS: President

DOVE ACADEMY OF DETROIT

State Aid Agreement

SIGNATURE PAGE OF THE ACADEMY

DOVE ACADEMY OF DETROIT

State Aid Agreement

Acknowledgement and Receipt:

The undersigned, on behalf of the Oakland University, acknowledges receipt of the foregoing State School Aid Payment Agreement and Direction.

OAKLAND UNIVERSITY,

as the Fiscal Agent

By:   
Ora Hirsch Pescovitz, M.D.

Its: President

OU  
Legal  
PCF  
0224.20

SIGNATURE PAGE OF THE FISCAL AGENT

**EXHIBIT A**

**FORM OF STATE AID MORTGAGE BOND PAYMENT SCHEDULE**

**[Attached]**

DOVE ACADEMY OF DETROIT

State Aid Agreement



**CERTIFICATE OF AUTHORIZING BODY**  
**\$999,523.89**  
**DOVE ACADEMY OF DETROIT**  
**2020 MORTGAGE BOND**

This Certificate, dated as of March 1, 2020, is being delivered by the Oakland University Board of Trustees (the "Authorizing Body") in connection with the issuance by the DOVE ACADEMY OF DETROIT (the "Academy") of its \$999,523.89 State Aid Mortgage Bond (the "Mortgage Bond") dated as of March 1, 2020:

1. Authority. The undersigned is duly authorized by the Authorizing Body to execute and deliver this Certificate.

2. Current Contract Status. As of the date of this Certificate, the Academy has been chartered by the Authorizing Body and the term of the Academy's contract (the "Contract") has not expired. With respect to the Contract, please be advised that, as of this date, there are no outstanding Notices to Show Compliance, Notices of Intent to Revoke or Contract revocation proceedings against the Academy.

3. Regulatory Compliance. The Authorizing Body agrees that the Contract establishes a procedure that sets forth a timeframe for revoking, suspending, and terminating the Contract, and that for so long as the Contract is in force and the Mortgage Bond is outstanding, the Authorizing Body shall comply with the Contract; provided, however, that if the Authorizing Body in its sole and exclusive discretion and in good faith determines that the speedier or immediate revocation, termination, or suspension of the Contract is necessary: (a) for the health and safety of any of the Academy's students; or (b) due to extraordinary circumstances, then and to that extent such period shall be accordingly shortened or eliminated, as the case may be.

4. Certain Future Disciplinary Proceedings. For so long as the Contract is in force and the Mortgage Bond is outstanding, the Authorizing Body will provide to Credit Union ONE (the "Bank"), at the contact information provided by the Bank to the Authorizing Body, at the same time given to the Academy, a copy of any written notice given to the Academy which constitutes the initiation of any proceedings by the Authorizing Body to revoke, terminate or suspend the Contract.


5. Future Information. For so long as the Contract is in force and the Mortgage Bond is outstanding, the Authorizing Body will use its best efforts to provide to the Bank, promptly after receipt by the Authorizing Body, copies of any written notice received by the Authorizing Body from the Academy indicating that the Academy intends to voluntarily terminate the Contract or change the Academy's management company (the Authorizing Body understands that the Academy may have separately agreed with the Bank to independently provide such information). The Academy is not required to obtain any additional consents or approvals from the Authorizing Body in connection with the execution and delivery of the Mortgage Bond.

6. No Assumed or Implied Liability. The Authorizing Body assumes no liability for payment of the Mortgage Bond. This Certificate shall not be construed as creating any indebtedness or pecuniary obligation, either general, specific or moral, of the Authorizing Body.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this certificate is executed as of the date set forth above.

OAKLAND UNIVERSITY

  
By: Ora Hirsch Pescovitz, M.D.

Its: President

OU  
Legal  
BLF  
02.24.20

## FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (“Amendment”) is executed and effective as of March 1, 2020 by and between DOVE ACADEMY OF DETROIT, a Michigan nonprofit corporation and public school academy of 20001 Wexford, Detroit, Michigan 48234 (“Mortgagor”) and CREDIT UNION ONE (successor in interest to Hantz Bank) of 26200 American Drive, Southfield, Michigan 48034 (“Mortgagee”). Mortgagor and Mortgagee are sometimes referred to collectively as “Parties” and individually as a “Party”.

### RECITALS

This Amendment is made based upon the following underlying facts and circumstances:

A. By Mortgage dated September 23, 2014 and recorded October 14, 2014 in liber 51802, page 939, Wayne County records (the “Mortgage”), Mortgagor granted to Mortgagee a collateral security interest in the real property legally described on Exhibit A attached to this Amendment (the “Mortgaged Property”), securing the Indebtedness as defined in said Mortgage.

B. The Parties wish to amend the Mortgage to redefine the secured Indebtedness.

**NOW, THEREFORE**, in consideration of the foregoing and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Section 1(a) of the Mortgage is deleted and replaced with the following:

Payment and satisfaction of all obligations of the Mortgagor under that certain Mortgage Bond dated March 1, 2020 in the original principal amount of Nine Hundred

DOVE ACADEMY OF DETROIT  
First Amendment to Mortgage

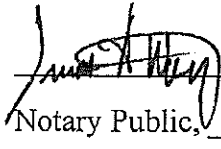


Seventy-Five Thousand, Six Hundred Sixty-Three and 40/100 Dollars (\$975,663.40)  
and under the Loan Agreement dated September 23, 2014, as amended.

2. Except as expressly amended by this First Amendment, the Mortgage is hereby ratified and affirmed in all respects.

[Remainder of page intentionally left blank; signature page follows]



  
Notary Public, Trina Ann Wagos  
WAYNE County, MI

Acting in oakland County, MI

My Commission Expires: 10-17-2024

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Drafted by, and when recorded return to:  
Cynthia I. Brody  
Simon PLC Attorneys & Counselors  
37000 Woodward Avenue, Suite 250  
Bloomfield Hills, MI 48304

EXHIBIT A – LEGAL DESCRIPTION:

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): Ward 13, Item 8972.003L

Land Situated in the City of Detroit in the County of Wayne in the State of MI

All that part of the South 1/2 of the Northeast 1/4 of Section 6, Town 1 South, Range 12 East, described as follows: Beginning at a point on a line drawn North of, parallel to and perpendicularly distant 75 feet from the East and West 1/4 line of said Section 6, and distant 562.96 feet on a course North 88 degrees 48 minutes 37 seconds West from the East line of said Section 6, thence North 88 degrees 48 minutes 37 seconds West 108.52 feet to a point; thence North 89 degrees 40 minutes 37 seconds West 391.18 feet to a point; thence North 0 degrees 53 minutes 37 seconds West 735.64 feet to a point; thence South 88 degrees 34 minutes 37 seconds East 500.07 feet to a point; thence South 0 degrees 53 minutes 37 seconds East 727.67 feet to the point of beginning, excepting therefrom the Westerly 119 feet thereof.

Client Reference: 2389 E. Outer Drive , Detroit, MI 48226

**GENERAL CERTIFICATE OF THE ACADEMY**

**\$975,663.40**

**DOVE ACADEMY OF DETROIT  
COUNTY OF WAYNE, STATE OF MICHIGAN  
2019 MORTGAGE BOND  
(General Obligation)**

Closing Date: March 1, 2020

The undersigned, Authorized Officer of the Dove Academy of Detroit, a Michigan public school academy, County of Wayne, State of Michigan (the "Academy"), gives this certificate with respect to the Academy's \$975,663.40 2020 Mortgage Bond (General Obligation) (Taxable) (the "Bond"). Capitalized terms not defined in this certificate shall have the definition ascribed such terms in the Bond or the Borrowing Resolution (as defined below). The undersigned hereby certifies that:

1. I am an authorized officer of the Academy, and I was duly authorized as an officer of the Academy when I executed or caused the Bond and the Academy Documents to be executed, and, as such, am familiar with the books and records of the Academy.

2. The Academy is a duly organized, validly existing Michigan public school academy and is incorporated as a non-profit corporation and is in good standing under the laws of the State of Michigan, with all requisite power and authority to own and operate its properties and to carry on its business as now being conducted and is duly qualified to do such business wherever such qualification is required.

3. The Academy has duly adopted a resolution authorizing issuance of the Bond (the "Borrowing Resolution") as adopted by the Academy at a meeting of its Board of Directors. A quorum was present and acting throughout the meeting. The Borrowing Resolution is in full force and effect, constitutes the legal and binding actions of the Academy, and has not been altered, amended or repealed as of the date hereof.

4. The charter agreement (the "Charter") with the Oakland University Board of Trustees (the "Authorizing Body"), except as set forth therein, has not been amended and remains in full force and effect as of the date hereof. The Mortgage Bond and Amended Mortgage of the Academy, dated as of March 1, 2020 (the "Mortgage" and together with the Bond and the Borrowing Resolution, the "Academy Documents") has been executed and delivered in the name and on behalf of the Academy and is in substantially the same form and text as the copies of such documents which were approved or authorized by the Academy, and those documents to which the Academy is a party have not been amended, modified or rescinded and are in full force and effect as of the date hereof.

DOVE ACADEMY OF DETROIT

General Certificate of the Academy

5. No litigation is pending or, to our knowledge, threatened, in any court in any way affecting: (a) the existence of the Academy; (b) the entitlement of its officers to their respective offices; (c) seeking to restrain or to enjoin the issuance, sale or delivery of the Bond or application of pledged revenues; (d) in any way contesting or affecting the validity of the Academy Documents; or (e) contesting the powers of the Academy or its authority with respect to the Academy Documents or involving any of the property or assets under control of the Academy, or wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the Academy, the operation of its properties or the Academy's operations at its facilities, or the transactions contemplated by the Academy Documents. The Academy has not received a notice of audit or inquiry from the Internal Revenue Service with respect to any prior financings and/or tax returns.

6. The Academy has taken all action and adopted all resolutions and obtained all approvals, consents or authorizations necessary to issue, sell and deliver the Bond and execute, deliver and perform its obligations under the Academy Documents. However, the Academy makes no representations as to the qualification of the Bond for offer and sale under the securities or "Blue Sky" laws of any state, including, without limitation, the State of Michigan.

7. The Academy has full legal right, power and authority: (a) to adopt the Borrowing Resolution; (b) to enter into the Academy Documents; (c) to issue, sell and deliver the Bond; and (d) to carry out and consummate all other transactions contemplated by each of the aforesaid documents. The Academy has complied with the provisions of Act 451 of the Public Acts of Michigan of 1976, as amended (the "Act") pursuant to which the Bond is issued, in all matters relating to such transactions.

8. The Academy has duly authorized the execution, delivery, and due performance of the Academy Documents and the taking of all such further action as may be required on the part of the Academy to give effect to and consummate the transaction contemplated by such Academy Documents.

9. The Bond and the Academy Documents constitute legal, valid and binding obligations of the Academy enforceable in accordance with their terms, except as may be limited by bankruptcy, reorganization or other similar laws and equitable principles of general application relating to the enforcement of creditors' rights generally.

10. When delivered to the Purchaser, the Bond will have been duly authorized, executed, issued and delivered and will constitute the legal, valid and binding obligation of the Academy, issued in accordance with the Act.

11. The execution and delivery of the Bond and all other Academy Documents, and other agreements contemplated by the Borrowing Resolution and the compliance by the Academy with the provisions of such documents do not conflict with or constitute on the part of the Academy a breach of or a default under any existing law, court or administrative decision, decree or order or any agreement or other instrument to which the Academy is subject or by which it is or may be bound.

DOVE ACADEMY OF DETROIT  
General Certificate of the Academy

12. The representations and warranties of the Academy set forth in the Academy Documents or otherwise made in writing in connection with the issuance of the Bond to the Purchaser are true, correct, accurate and complete as of today's date. Each of the obligations of the Academy to be performed under the Agreement and the Borrowing Resolution on or prior to today's date has been performed.

13. None of the proceeds of the Bond will be used to finance the purchase, construction, lease, or renovation of property owned, directly or indirectly by any officer, Board member or employee of the Academy.

14. The Academy has obtained all licenses, permits and approvals necessary to carry on its activities and its Facility is sufficiently open, occupied and operational to accommodate its full student enrollment.

**EXECUTED** and delivered as of March 1, 2020.

**DOVE ACADEMY OF DETROIT**

By:   
Jarod McGuffey  
Its: President

DOVE ACADEMY OF DETROIT  
General Certificate of the Academy

**PURCHASER CERTIFICATE AND RECEIPT**

**DOVE ACADEMY OF DETROIT  
COUNTY OF WAYNE, STATE OF MICHIGAN  
2019 MORTGAGE BOND  
(General Obligation)  
MARCH 1, 2020**

Credit Union ONE, a Michigan Credit Union (the "Purchaser"), in connection with its purchase from Dove Academy of Detroit, County of Wayne, State of Michigan (the "Academy") of its 2020 Mortgage Bond (General Obligation) (Taxable), dated March 1, 2020, in the original principal amount of \$975,663.40 (the "Bond"), hereby certifies as follows:

1. The Purchaser hereby acknowledges receipt from the Academy of the Bond. The Purchaser also acknowledges that it has contemporaneously received, in due time, form and manner, all certificates, opinions, letters and other documents required by the Purchaser to be furnished to it at or prior to the time of delivery and acceptance of the Bond.

2. The Purchaser and any participants with the Purchaser are buying the Bond at the par value thereof, to hold the Bond as part of their own portfolio and for their own account, and will not re-offer or distribute the Bond.

3. The Purchaser is purchasing the Bond in the denomination of \$975,663.40.

4. The Purchaser and any participants with the Purchaser have such knowledge and experience that they are capable of evaluating the merits and risks of investing in municipal securities, including the Bond.

5. There are no more than 35 participants (including the Purchaser) who are participating in the purchase of the Bond.

6. The Purchaser, and any participants with the Purchaser, have received all information which they have requested from the Academy and have all information they deem necessary to purchase the Bond.

THE PURCHASER ACKNOWLEDGES THAT: (A) THE BOND DOES NOT CONSTITUTE AN OBLIGATION, EITHER GENERAL, SPECIAL, OR MORAL, OF THE STATE OF MICHIGAN, BOARD OF TRUSTEES OF OAKLAND UNIVERSITY (THE AUTHORIZING BODY OF THE ACADEMY), OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF MICHIGAN; (B) NEITHER THE FULL FAITH AND CREDIT NOR ANY TAXING POWERS OF THE STATE OF MICHIGAN, BOARD OF TRUSTEES OF OAKLAND UNIVERSITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF MICHIGAN ARE PLEDGED TO THE PAYMENT OF PRINCIPAL AND



INTEREST WITH RESPECT TO THIS BOND; AND (C) THE ACADEMY HAS NO TAXING POWER.

THE PURCHASER FURTHER ACKNOWLEDGES THAT THE ACADEMY OPERATES UNDER A CHARTER CONTRACT WITH THE BOARD OF TRUSTEES OF OAKLAND UNIVERSITY. THE CHARTER CONTRACT PROVIDES THE BASIS FOR THE ACADEMY TO RECEIVE STATE SCHOOL AID FUNDS. UNLESS RENEWED BY THE BOARD OF TRUSTEES OF OAKLAND UNIVERSITY, THE ACADEMY'S CHARTER CONTRACT WILL EXPIRE ON JUNE 30, 2021. DECISIONS TO RENEW OR NOT TO RENEW THE CHARTER ARE AT THE SOLE DISCRETION OF THE BOARD OF TRUSTEES OF OAKLAND UNIVERSITY. THE BOARD OF TRUSTEES OF OAKLAND UNIVERSITY COULD CHOOSE NOT TO RENEW THE ACADEMY'S CHARTER UPON ITS EXPIRATION FOR ANY REASON. ADDITIONALLY, THE BOARD OF TRUSTEES OF OAKLAND UNIVERSITY MAY UNILATERALLY TERMINATE THE ACADEMY'S CHARTER AT ANY TIME IF THE ACADEMY IS NOT IN SUBSTANTIAL COMPLIANCE WITH THE CHARTER OR ANY PROVISION OF APPLICABLE LAW. THE BOARD OF TRUSTEES OF OAKLAND UNIVERSITY MAY ALSO REVOKE OR TERMINATE THE CHARTER PURSUANT TO ITS TERMS BASED ON GROUNDS SPECIFIED IN THE CHARTER. THE DECISION NOT TO RENEW OR TO REVOKE A CONTRACT IS IN THE DISCRETION OF THE BOARD OF TRUSTEES OF OAKLAND UNIVERSITY, IS FINAL, AND IS NOT SUBJECT TO REVIEW BY A COURT OR ANY STATE AGENCY. IN THE EVENT THE ACADEMY'S CHARTER IS REVOKED OR NOT RENEWED, THE ABILITY OF THE ACADEMY TO MAKE ANY PAYMENTS DUE UNDER THE BOND WOULD BE ADVERSELY AFFECTED AND THE ACADEMY COULD BE FORCED TO CEASE OPERATIONS.

The undersigned understands and agrees, on behalf of the Purchaser, that these certifications will be relied upon by the Academy in certifying as to certain facts and expectations in connection with the Bond, and that Clark Hill PLC will rely in part on these certifications and the Academy's certifications in rendering its opinion relating to the Bond.

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Executed and delivered on March 1, 2020.

DOVE ACADEMY OF DETROIT  
PURCHASER CERTIFICATE AND RECEIPT

CREDIT UNION ONE, A MICHIGAN CREDIT  
UNION

By:   
ELI AKEL

Its: Authorized Officer

DOVE ACADEMY OF DETROIT  
PURCHASER CERTIFICATE AND RECEIPT

**RECEIPT OF ACADEMY**

**\$975,663.40  
DOVE ACADEMY OF DETROIT  
COUNTY OF WAYNE, STATE OF MICHIGAN  
2019 Mortgage Bond  
(General Obligation)  
(Taxable)**

Dove Academy of Detroit, County of Wayne, State of Michigan (the "Academy") hereby acknowledges receipt of payment in full for the Academy's 2019 Mortgage Bond (General Obligation) (Taxable), dated March 1, 2020, in the original principal amount of \$975,663.40 (the "Bond") from Credit Union ONE, a Michigan Credit Union (the "Purchaser"), all in accordance with the terms of the Bond.

Executed and delivered on March 1, 2020.

**DOVE ACADEMY OF DETROIT**

By:   
Jarod McGuffey

Its: *PRESIDENT*

DOVE ACADEMY OF DETROIT

Receipt of Academy



**DISBURSEMENT AUTHORIZATION AND CASH PAYMENT SUMMARY**

**Loan Information**

Disbursement Date: March 2, 2020

Borrower: Dove Academy of Detroit  
Loan Number: 5400050808  
Loan Amount: \$975,663.40

LENDER: Credit Union ONE, its successors and/or assigns as their interest may appear  
400 East Nine Mile Road  
Ferndale, MI 48220

1. DEFINITIONS. As used in this Disbursement Authorization and Cash Payment Summary, the terms have the following meanings:

- A. Pronouns. The pronouns "I", "me" and "my" refer to all Borrowers signing this Disbursement Authorization and Cash Payment Summary, individually and together. "You" and "Your" refer to the Lender.
- B. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Disbursement Authorization and Cash Payment Summary.

2. DISBURSEMENT SUMMARY. The following summarizes the sources of Cash for the Loan (referenced above).

Payor	Account Number	Amount
	Payment for Interest Due as of 3-2-20 from account number 6107821514	\$ 4,173.67
Dove Academy of Detroit		\$ 4,173.67
Grand Total Cash at Closing Table		\$ 4,173.67

3. CASH PAYMENT SUMMARY. The following loan charges are cash payments collected prior to or at settlement.

Payable To	Other Disbursements	
	Method of Payment	Amount
	Payment from CUONE account#6107821514	\$ 4,173.67
Credit Union ONE		\$ 4,173.67
Grand Total Borrower Paid Fees		\$ 4,173.67
Grand Total Fees & Disbursements		\$ 4,173.67

Dove Academy of Detroit

I hereby authorize Credit Union ONE to disburse and/or withdraw any funds from the Credit Union One accounts itemized in above Disbursement and Cash Payment Summary

X Jarod McGuffey  
By: Jarod McGuffey  
Its: President

2/28/2020  
Date

March 1, 2020

**Dove Academy of Detroit**  
County of Wayne  
State of Michigan

**Credit Union ONE, a Michigan Credit Union**

*Re: 2020 Mortgage Bond*

We have acted as Bond Counsel in connection with the issuance by the Dove Academy of Detroit, County of Wayne, State of Michigan (“Academy”) of its 2019 Mortgage Bond, dated March 1, 2020, in the original principal amount of \$975,663.40 (the “Bond”). The Bond bears interest and mature as shown on the face of the Bond. The Bond is subject to redemption prior to maturity as set forth in the Bond. The Bond has been issued pursuant to, pursuant to Act 451, Public Acts of Michigan, 1976, as amended (the “Act”), and the proceeds of the Bonds will be used to currently refund prior indebtedness used to purchase the Academy’s facility and to finance improvements to same as more fully described in a resolution of the Academy adopted November 18, 2019, authorizing issuance of the Bond (the “Resolution”).

We have examined the law, a specimen of the bond certificate and such certified proceedings and other papers as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based on the foregoing, under existing law, we are of the opinion that:

1. The Bond, the State School Aid Payment Agreement and Direction and the Amended Mortgage have been duly authorized, executed and delivered by the Academy and are valid and binding obligations of the Academy enforceable against the Academy in accordance with their terms.

2. The Bond is a general obligation of the Academy, secured by its full faith and credit as set forth in the Resolution. The Academy does not have the power to levy taxes for payment of the Bonds.

3. The Academy has not designated this Bond as a “qualified tax-exempt obligation” for purposes of the deduction of interest expense by financial institutions pursuant to Section 265(b)(3) of the Code. The interest income on the Bond is not exempt from state or federal taxation.

4. It is understood that the enforceability of the Bond may be limited or affected by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Our engagement with respect to this matter is terminated and we disclaim any obligation to update this Opinion.

**CLARK HILL PLC**



# Certification of Beneficial Owners of Legal Entities

Financial Institution Name: Credit Union ONE		Financial Institution Location: 400 E Nine Mile Road, Ferndale, MI 48220	
Financial Institution Contact Person: Eli Akel	Contact Phone Number: 800 451 4292	Customer Portfolio/Identifier: 73820/6400050808	

## I. GENERAL INSTRUCTIONS

### What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

### Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

### What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. persons) for the following individuals (i.e., the beneficial owners):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

## II. CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account on behalf of a legal entity must provide the following information:

Name of Natural Person Opening Account: Jarod McGuffey	Title of Natural Person Opening Account: Board President
Type of Legal Entity for Which the Account is Being Opened: DOMESTIC NONPROFIT CORPORATION	Legal Entity Identifier (Optional):
Name of Legal Entity for Which the Account is Being Opened: Dove Academy of Detroit	
Physical Address of Legal Entity for Which the Account is Being Opened: 20001 Wexford Detroit Michigan 48234	

Provide the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name (Beneficial Owner)		Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and country of issuance, or other similar identification number <sup>1</sup>
First			Street		Number
Last			City State & Zip		Country of Issuance
First			Street		Number
Last			City State & Zip		Country of Issuance
First			Street		Number
Last			City State & Zip		Country of Issuance
First			Street		Number
Last			City State & Zip		Country of Issuance

If checked, Beneficial Owner listing requirement is Not Applicable



Provide the following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- ◆ An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- ◆ Any other individual who regularly performs similar functions.

(If appropriate, an individual listed under the ownership section above may also be listed in the section below).

Name/Title (of Person with Control)	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and country of issuance, or other similar identification number <sup>1</sup>
First Jarod Last McGuffey Title Board President	06-09-1977	Street <u>JM</u> <del>39050 Eastridge Drive</del> 18217 Canvasback Dr. City Clinton Township State & Zip Michigan 48038	not needed	Number  Country of Issuance

<sup>1</sup> In lieu of a passport number, Non U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, Jarod McGuffey (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature: Jarod McGuffey Date: 2/28/2020

**For Institution Use Only:**

	Type of Document	Document ID Number	Place of Issuance	Date of Issuance	Expiration Date
Owner 1 Jarod McGuffey	<input checked="" type="checkbox"/> Driver's License or <input type="checkbox"/> _____	M 210 372 745 432	Michigan	06-07-2018	06-08-2022
Owner 2	<input type="checkbox"/> Driver's License or <input type="checkbox"/> _____				
Owner 3	<input type="checkbox"/> Driver's License or <input type="checkbox"/> _____				
Owner 4	<input type="checkbox"/> Driver's License or <input type="checkbox"/> _____				
Control Jarod McGuffey	<input checked="" type="checkbox"/> Driver's License or <input type="checkbox"/> _____	M 210 372 745 432	Michigan	06-07-2018	06-08-2022



**SCHEDULE 7**

**REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY**

## SCHEDULE 7

### REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

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

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

**SECTION A**  
**GOVERNANCE STRUCTURE**

## GOVERNANCE STRUCTURE

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and all public schools are subject to the leadership and general supervision of the State Board of Education; and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the Oakland University Board of Trustees ("University") has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy through its Board ("Contract").

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Oakland University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. **Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.**

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. **The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of this Contract.**

Pursuant to applicable law and the Terms and Conditions of this Contract, **including Article III, Section 3.6**, the Academy Board may employ or contract for personnel according to the position information outlined in **Schedule 5**. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Public Schools Academy Office.

**SECTION B**

**EDUCATIONAL GOAL AND RELATED MEASURES**

## **SCHEDULE 7b (revised 2017)**

### **EDUCATIONAL GOAL AND RELATED MEASURES**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress toward the achievement of the educational goal identified in this schedule. If applicable, on average, the Academy's low income and English Language Learners (ELL) students' academic performance must meet or exceed the performance of its peer district's low income and ELL students on the Michigan assessment system. If the Academy fails to meet this measure every year for three (3) consecutive academic years with measurement beginning with the fall 2015 school year, the University will consider the Academy unacceptable and may consider beginning the process to suspend and revoke the Contract.

Upon request, the Academy shall provide The Office of Public School Academies ("PSA Office") with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the University expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

#### **Educational Goal to Be Achieved**

Prepare students academically for success in college, work and life.

#### **Measures for Determining Goal Achievement**

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, The PSA Office will annually assess the Academy's performance using the following standards.

#### **Kindergarten through Eighth Grade Standards:**

##### **Standard 1:**

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

##### **Standard 2:**

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

##### **Standard 3:**

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

##### **Standard 4:**

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

**SECTION C**  
**EDUCATIONAL PROGRAMS**



## **Educational Program**

### **VISION STATEMENT**

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

### **MISSION STATEMENT**

To provide a high-quality education so all scholars become successful, contributing members of an ever-changing global society.

The school's curriculum places a strong emphasis on math and communication skills. All other subjects such as science, social studies, art, music and physical education are supported by a solid foundation of literacy and mathematics.

### **EDUCATIONAL PROGRAM**

Dove Academy provides a curriculum that is continuously updated and challenging for all students. Curriculum and instructional strategies are both age and individually appropriate so that developmentally sound practices are in place. The experiences and knowledge young children bring to school, combined with their natural curiosity, are the foundations for learning in the primary grades. The Dove Academy educational program is reliant upon research based systems of instruction that increase teacher capacity for high engagement and student learning. All subject area outcomes are clearly defined, but learning is linked across these subject area boundaries. The Dove Academy core curriculum is well-reviewed by independent governmental organizations (ies, edreports, etc.) and aligned with standards set by Michigan's Department of Education. Fidelity to the curriculum is managed by administration and supported by teacher and support staff professional development.

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

### **ASSESSMENT(S) ANALYSIS**

Dove Academy analyzes M-Step and NWEA-MAP performance results. Comparisons to student achievement in past years as well as to national averages are one the phases of this analysis. In addition, results of perception surveys completed by the parents and the staff; attendance

and discipline data; and rates of grade level promotion are integrated into this investigation. The goal of this extensive assessment is to create a current and detailed portrait of the school that will focus the Academy's school improvement efforts.

The Academy expects that authentic assessment will be used to measure student achievement at all grade levels (K-8). Research has provided evidence that authentic assessment paints a more complete picture of what a student has learned, especially when measuring their development as readers and writers. "Authentic assessment refers to assessment tasks that resemble reading and writing in the real world and in school." (Heibert, Valencia & Afflerbach, 1994; Wiggins, 1993). Its aim is to assess many different kinds of literacy abilities in contexts that closely resemble actual situations in which those abilities are used. For example, authentic assessments ask students to read real texts, to write for authentic purposes about meaningful topics, and to participate in authentic literacy tasks such as discussing books, keeping journals, writing letters, and revising a piece of writing until it works for the reader. Both the material and the assessment tasks look as natural as possible. Furthermore, authentic assessment values the thinking behind work, the process, as much as the finished product (Pearson & Valencia, 1987; Wiggins, 1989; Wolf, 1989)." (Excerpt from [www.eduplace.com/rdg/res/litass/auth.html](http://www.eduplace.com/rdg/res/litass/auth.html)).

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

### ADDITIONAL OPPORTUNITIES FOR STUDENT SUCCESS

#### *After School Tutoring Program*

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

#### *Summer School Program*

Dove Academy also offers a tuition free Summer School program to those students that do not earn promotion to the next grade level and students that need extra support to prepare them for the following school year. Instruction is provided by certified teachers from the Academy's staff. Students complete the first part of the program by attending a three-hour class for four days a week. This portion of the summer school program lasts for six weeks. Here they get instruction on the specific skills targeted for improvement by the student's Classroom Teacher.

### *Support Staff*

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

### *MTSS*

Dove Academy also employs the Multi-tiered Support System (MTSS) to quickly catch students who might be falling behind and to provide interventions. All instructional staff are involved in the MTSS process, which has rotating meetings to identify students through a child-study process, intervention and review system.

### PARENTAL INVOLVEMENT

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

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

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

When the state releases M-Step and PSAT (Grade 8) results for Grades 3-8, an introduction to these M-Step results is sent home to the parents of students in Grades 3-6 along with the

Parent Report of each student's M-Step performance that is provided by the state. In this introduction, parents are provided with: a reminder of what M-Step tests at each grade level are administered; an explanation of how the state scores the exams; a description of what the state considers "Proficient" achievement and "Not Proficient;" a summary of each grade level's M-Step results; a description of what the Academy does with the M-Step results; and an invitation to meet with the Classroom Teacher and/or Principal to answer any questions the parent may have regarding the assessment.

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

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

**SECTION D**  
**CURRICULUM**

Curriculum is attached due to file 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 all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified in this schedule and in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the PSA Office.

The Academy shall authorize the PSA Office to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

### **Academic Assessments to be Administered:**

<u>Grade(s)</u>	<u>Academic Assessment(s)</u>
Grade 1	a standardized, norm-referenced assessment as required by the Code.
Grades 2-8	assessments as identified in Schedule 7b including all state-mandated assessments.



**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## STUDENT APPLICATION AND ENROLLMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Attachment.

### **Enrollment Limits**

The Academy will offer 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 Pre-K - 8. The Academy may add grades with the prior written approval of the authorizing body.