

**RESOLUTION OF THE BOARD OF DIRECTORS
SER YOUTHBUILD LEARNING ACADEMY**

APPROVAL OF CHARTER CONTRACT

The following Resolution was adopted by the SER YouthBuild Learning Academy (the “Academy”) Board of Directors (the “Board”) at a regular meeting of the Board on Wednesday, June 29, 2022. The meeting was called to order at 5:30 P.M.

Present: _____

Absent: _____

The following Resolution was moved by _____ and seconded by _____.

WHEREAS, Detroit Public Schools Community District presented the Academy with its proposed Public School Academy Contract (the “Charter Contract”); and

WHEREAS, the Board desires to approve the Charter Contract and ratify its execution.

NOW THEREFORE, BE IT RESOLVED:

1. The Board hereby accepts the terms and conditions of the Charter Contract and ratifies the execution of the same by the Board President.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded to the extent of any such inconsistency.

Resolution Adopted.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by SER YouthBuild Learning Academy, County of Wayne, State of Michigan, at a regular meeting held on Wednesday, June 29, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Board Secretary
SER YouthBuild Learning Academy

EXECUTION COPY

PUBLIC SCHOOL ACADEMY CONTRACT

BETWEEN

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

and

WAYNE REGIONAL EDUCATIONAL SERVICE ACADEMY

(collectively “Co-Authorizing Body”)

AND

SER YOUTHBUILD LEARNING ACADEMY

(a “Public School Academy”)

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**DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT
and
WAYNE REGIONAL EDUCATIONAL SERVICE ACADEMY**

PUBLIC SCHOOL ACADEMY CONTRACT

This Public School Academy Contract made and entered as of **July 1, 2022**, by and between Detroit Public Schools Community District ("DPSCD"), a Michigan community school district and statutory body, successor by operation of law to the School District of the City of Detroit with a principal address of 3011 W. Grand Blvd., Fisher Building, 14th floor, Detroit, Michigan 48202 ("DPSCD"), Wayne Regional Educational Service Academy, a Michigan intermediate school district with a principal address of 33500 Van Born Road, Wayne, MI 48184 ("WRESA") and SER YouthBuild Learning Academy (the "PSA"), a body corporate, governmental agency and Michigan public school academy.

WHEREAS, DPSCD, WRESA and the PSA are authorized to enter into this Contract for the purposes stated herein pursuant to Part 6A of Act No. 451, Public Acts of Michigan, 1976, as amended (the "Code"); and

WHEREAS, the PSA submitted an application to DPSCD to become authorized as a public school academy under and in accordance with DPSCD's authorization procedures, (such procedures and agreement are referred to herein as the "Application"), a copy of which is attached hereto as Attachment A and made a part hereof), and the PSA requested DPSCD and WRESA to co-authorize the PSA as a public school academy under and pursuant to Part 6A of the Code;

WHEREAS, DPSCD and WRESA have, by separate resolutions authorized the issuance of a Contract to the PSA, approved the form of this Contract and authorized the execution and delivery of this Contract by the undersigned officers of DPSCD and WRESA and the performance of the terms hereof by officers of DPSCD and WRESA and by all other applicable officers, employees, agents and representatives of DPSCD and WRESA respectively, and approved the method of selection, length of term, number and qualifications of the members of the board of directors of the PSA;

WHEREAS, one of the two sites where the PSA will operate is located in on the Detroit/Dearborn border and mostly within the boundaries of Dearborn Public Schools;

WHEREAS, Michigan statutory law prohibits DPSCD from authorizing a public school academy outside the boundaries of City of Detroit, and thus DPSCD requested that WRESA enter into an Intergovernmental Agreement (Attachment A-1) with DPSCD to jointly authorize operation of the public school academy for the 2022-2023 school year;

WHEREAS, on March 25, 2022, the Dearborn School District acknowledged the arrangement to demonstrate its understanding of DPSCD and WRESA co-authorizing the PSA to operate as a public school academy within the boundaries the City of Dearborn during the 2022-2023 school year;

WHEREAS, the Board of Directors (the "Directors") of the PSA has, by resolution adopted as of _____, 2022 approved the form of this Contract and authorized the execution and delivery of this Contract by the undersigned officers of the PSA and the performance of the terms hereof by such officers and by all other applicable Directors, officers, employees, and agents of the PSA.

NOW, THEREFORE, DPSCD, WRESA and the PSA agree as follows:

ARTICLE I DEFINITIONS

Recitals. The above-referenced recitals are incorporated herein by reference.

Section 1.01 *Certain Definitions*. In addition to the terms defined throughout this Contract, the following terms shall have the meanings provided below.

(a) "Academy", "the Academy" or the "PSA" means the Michigan non-profit corporation that is established as a Public School Academy pursuant to this Contract.

(b) "Authorizing Body" jointly means DPSCD and WRESA.

(c) "Catchment Area" means the area for the Academy facility as agreed to by the PSA, DPSCD and WRESA.

(d) "Contract" means this contractual agreement for the maintenance and operation of a Michigan public school academy and all documents incorporated herein by reference.

(e) "Code" means the Michigan Revised School Code, as amended (including Public Act 451 of 1976, as amended by Public Act 289 of 1995 and Act 277 of 2011), which is codified at Sections 380.1 to 380.1852 of the Michigan Compiled Laws.

(f) "Director" means a person who is a member of the Board of Directors.

(g) "Directors" means the Board of Directors of the PSA, as identified by resolution of DPSCD.

(h) "DPSCD" means Detroit Public Schools Community District established pursuant to the Michigan Revised School Code.

(h) "DPSCD Chief Financial Officer" means the Chief Financial Officer of DPSCD or the person holding the highest office of DPSCD with responsibility over financial affairs.

(i) "DPSCD Designee" means the DPSCD Office of Charter Schools.

(j) "ESEA" means the Education and Secondary Education Act Reauthorization of 2001 (Pub. L. No. 107-110, 115 Stat. 1425 (Jan. 8, 2002)), which is also known as the No Child Left Behind Act of 2001.

(k) "ESP" means the Educational Service Provider engaged by the Academy pursuant to the terms of Section 9.2 of this Contract.

(l) "Executive Director of the DPSCD Office of Charter Schools" or "Executive Director" means the Executive Director of the DPSCD Office of Charter Schools or the person holding office at DPSCD with responsibility over such matters.

(m) "PSA Board" or "Academy Board" means the board of directors of the PSA.

(n) "Relative" means 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, domestic or same-sex partner.

(o) "DPSCD Resolution" means the consent action taken by the DPSCD School Board on _____, which, for the purposes of this Contract, shall constitute an authorizing body resolution described in Part 6A of the Code."

(p) "School Board" or the "DPSCD Board of Education" means the elected board of DPSCD.

(q) "State School Aid Act" means the State School Aid Act of 1979 (Public Act 94 of 1979), as amended, which is codified at Sections 388.1601 to 388.1896 of the Michigan Compiled Laws.

(r) "Transparency Reporting" means all documents required to be obtained by the Board and provided to DPSCD pursuant to MCL 380.503 (6)(m).

(s) "WRESA Chief Financial Officer" means the Chief Financial Officer of WRESA or the person holding the highest office of WRESA with responsibility over financial affairs.

(t) "WRESA Resolution" means the consent action taken by the WRESA School Board on _____, 2022 which, for the purposes of this Contract, shall constitute an authorizing body resolution described in Part 6A of the Code."

(u) "WRESA Chief Financial Officer" means the Chief Financial Officer of WRESA or the person holding the highest office of WRESA with responsibility over financial affairs.

Section 1.02 *Statutory Definitions.* Statutory terms, used in this Contract, and defined in the Code, including Part 6A, shall have the same meaning in this Contract.

Section 1.03 *Number and Gender.* 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 1.04 *Inconsistencies or Conflicts.* In the event that there is an inconsistency or conflict between materials in the Application and this Contract, the Attachments, or the Orders, the language in this Contract, the Attachments and the Orders shall control.

ARTICLE II LEGAL STATUS OF THE PUBLIC SCHOOL ACADEMY

Section 2.01 *Governing Law.* The PSA is a Michigan public school academy, established pursuant to Sections 501 through 507 of the Code (MCL 380.501-.507) and shall be subject to the laws and regulations of the United States and the State of Michigan and the policies of DPSCD applicable to public school academies as they may be established or amended from time to time, except to the extent exempted by law.

Section 2.02 *Limitation on Actions to Performance of Governmental Functions.* The PSA shall act exclusively as a public school academy and shall not undertake any action inconsistent with its status as a public school academy under the Code, including, but not limited to, its authorization to receive State School Aid.

Section 2.03 *Independent Status of the PSA.* The PSA is not a division or part of DPSCD or WRESA, and nothing in this Contract shall be construed to create a partnership or joint venture between or among the parties or to waive any aspect of the autonomy or powers of DPSCD or WRESA.

Section 2.04 *Relationship between the PSA, WRESA and DPSCD.* The relationship between the PSA, WRESA and DPSCD is based solely on the applicable Code provisions and the terms of this Contract or other agreements between DPSCD and the PSA. DPSCD, in its role as co-authorizer of the PSA, is responsible for all administrative matters relating to authorization of the PSA during the term of this Contract. DPSCD will, within five business days of request, make all documents and instruments pertaining to the authorization of the PSA available to WRESA.

**ARTICLE III
ORGANIZATIONAL STRUCTURE AND GOVERNANCE PLAN**

Section 3.01 *Non-Profit Status.* The PSA shall be organized and operated as a non-profit corporation organized under the Michigan Nonprofit Corporation Act, as amended.

Section 3.02 *Method of Selection, Length of Term, and Number of Members of the PSA Board.*

(a) Method of Selection. The members of the PSA Board shall be the individuals named on **Attachment B**, who shall each be citizens of the United States. In the event of a vacancy on the PSA Board, whether by resignation, removal or conclusion of a term, the PSA Board shall present the names and credentials of qualified persons for each vacancy to DPSCD along with such additional forms, information and certificates required by DPSCD, within the earlier of thirty (30) business days of such vacancy or two (2) business days after the next regularly scheduled PSA board meeting. DPSCD will consider any such candidates presented, along with others that DPSCD may recruit, but is not required to select any candidates presented by the PSA Board. Within thirty (30) days after the effective date of the vacancy (whether or not the PSA Board has presented any candidates, with the requisite documentation), DPSCD shall select someone to fill the vacancy. If DPSCD does not make a timely selection, the PSA Board may select one of the two persons presented to fill the vacancy subject to DPSCD further approval. A person selected to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member. In all cases, the PSA Board is required to pay the costs related to any and all criminal background checks required by DPSCD and/or the Code to be performed.

(b) Length of Term. The term of each member of the PSA Board shall be one (1) year.

(c) Removal. DPSCD may terminate the service of any Board member at any time at its sole discretion. The Board may remove a director upon a 2/3 vote of its members.

(d) Number of Directors. The number of members of the PSA Board shall (i) not be fewer than five (5) nor more than nine (9) as determined from time to time by the PSA Board with the consent of DPSCD and (ii) be an uneven number. All members of the Academy Board shall be citizens of the United States and residents of Michigan.

(e) Qualifications. To the extent possible, the members of the PSA Board shall include at least one representative of the parents of children attending the Academy. Members of the PSA Board shall not include: (i) employees of the Academy or their Relatives; (ii) owners, directors, officers and employees of a management company that contracts with the Academy or their Relatives; (iii) owners, directors, officers and employees of a company, or a person, who leases property to the Academy or their Relatives, unless the DPSCD Designee consents to such membership and the lease was approved by a majority of the other board members; or (iv) executive employees or board members of DPSCD or their Relatives.

(f) Oath. All members of the PSA's Board shall take and sign the constitutional oath of office and shall cause a copy of such oath of office to be filed with the DPSCD Office of Charter Schools. No appointment shall be effective prior to the taking and signing of the oath of office.

Section 3.03 *Articles of Incorporation.* Unless amended pursuant to this Contract, the articles of incorporation of the PSA as set forth in **Attachment C** shall be the governing Articles of Incorporation of the PSA.

Section 3.04 *Governance Structure.* The PSA shall be organized and administered under the direction of the PSA Board and pursuant to the governance structure of the PSA, as set forth in the bylaws, attached hereto as **Attachment D**, incorporated herein by reference.

Section 3.05 DPSCD Approval for Assignments and Transfers. The PSA may not transfer or assign its rights and responsibilities under this Contract, including by contract, the operation of the PSA, without the prior written approval of DPSCD and a written amendment of this Contract, which approval may be unreasonably withheld. 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 3.06 Conflicts of Interest. All employees and officers of the PSA shall comply with the provisions of MCL 15.321, *et. seq.* regarding conflicts of interest and MCL 15.181, *et seq.* regarding incompatible public offices. In addition, the PSA Board, by approval of this Contract, does hereby adopt the conflict of interest policy attached hereto as **Attachment E**, which shall apply in all respects to any contract, purchase or obligation of the PSA board. In the event an ESP is engaged by the PSA pursuant to this Contract, the ESP shall adopt the conflict of interest policy with respect to its services and actions on behalf of the PSA.

**ARTICLE IV
RESERVED**

**ARTICLE V
OPERATION OF THE PUBLIC SCHOOL ACADEMY**

Section 5.01 Nonsectarian and Non-Religious Operation. To the extent disqualified under the State or Federal constitutions, the PSA shall not have any organizations or contractual affiliation with 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/her religious belief.

Section 5.02 Accounting Standards. The PSA shall at all times comply with generally accepted public sector accounting principles applicable to Michigan public school academies as well as the requirements under Article XI of this Contract.

Section 5.03 Acquisition and Ownership of Property and Borrowing Limitations. The PSA may, pursuant to Section 503(10) of the Code, acquire by purchase, gift devise, lease, sublease, or any other means as provided by law, hold and own in its own name, buildings and other property for school purposes, and interests therein, and other real and personal property necessary or convenient to fulfill its educational purposes and may issue bonds pursuant to Section 504(a)(g) of the Code. The PSA may not levy taxes. Notwithstanding the foregoing, the PSA, only after obtaining the prior written consent of DPSCD, which consent may be withheld for any reason, may incur debt only as follows:

- (a) Short-term: As provided in Section 504a of the Code, the PSA may incur temporary debt in accordance with Section 1225 of the Code.
- (b) Long-term: The PSA may enter into installment purchase contracts and related security agreements for any lawful purpose described in the Code and, after the second anniversary of this Contract, may issue bonds pursuant to Section 504(a)(g).
- (c) No contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall in any way constitute an obligation, either general, special, or moral, of the State of Michigan WRESA or DPSCD. 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 WRESA or DPSCD, shall ever be pledged for the payment of any Academy contract, mortgage, loan or other instrument of indebtedness.

(d) The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, WRESA or DPSCD, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties that the State of Michigan, WRESA or DPSCD in any way guarantee, are financially obligated, or are in any way responsible for any agreement, promissory note, contract, mortgage, loan or other instrument of indebtedness entered into by the Academy.

(e) In no event shall the Academy enter into any financing prior to submitting the documentation related to that financing to DPSCD for review at least fifteen (15) days prior to the anticipated closing date of the financing.

Section 5.04 *Contributions and Fundraising.* The PSA may solicit and receive grants, gifts or donations for educational purposes as permitted by law. No solicitation shall indicate that a grant, gift, donation or other contribution to the PSA is for the benefit of DPSCD or WRESA.

Section 5.05 *Matriculation Agreements.* The Academy may enter into one or more Matriculation Agreements, provided it receives the prior written approval of DPSCD for such agreement(s). Such agreement in which the Academy shall be the receiving/enrolling school shall be added hereto as Schedule I. Until the matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to a matriculation agreement.

Section 5.06 *Role of Parents and Guardians.* The PSA shall encourage the active participation of parents and guardians in the education of its student body. Parents and guardians may volunteer or be selected to serve on committees established by the PSA.

Section 5.07 *DPSCD 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 DPSCD. The Academy shall submit a written request to DPSCD describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request, DPSCD shall determine appropriate action and whether to give express written permission for the acquisition.

Section 5.08 *Special Education Services.* The Academy shall ascertain the number and percentage of students with disabilities and communicate the same to DPSCD. The Academy shall provide new or continuity of services to students who choose to enroll in the Academy.

Section 5.09 *English Language Learners.* The Academy shall ascertain the number and percentage of English Language Learners and communicate the same to DPSCD. The Academy shall provide new or continuity of English Language Learners services to students who enroll in the Academy and are in need of such services.

Section 5.10 *Open Meetings.* The Academy shall conduct all its regular board meetings in accordance with the Michigan Open Meetings Act, and shall conduct all regular board meetings pertaining to the Academy at the Academy facility, subject to executive orders issued by local and state officials, including public health officials. All special board meetings shall be held in the City of Detroit, subject to executive orders issued by local and state officials, including public health officials.

Section 5.11 *Transportation*. Not Applicable – Section Reserved.

Section 5.12 *Prohibition of Identified Family Relationships*. No person shall be a member of the Academy Board if he or she is: (i) an employee of the Academy or a Relative of an employee of the Academy; (ii) an owner, director, officer or employee of a management company that contracts with the Academy or a Relative of same; (iii) a Relative of a member of the Academy Board; (iv) an owner, director, officer or employee of a company, or a person, who leases property to the Academy or a Relative of same, unless the DPSCD Designee consents to such membership and the lease is approved by a majority of the other board members; or (v) an executive employee or board member of DPSCD or a Relative of same. Additionally, no Relative may occupy a direct supervisory position over another Relative. All Relatives providing services to the Academy Board shall be identified in writing by their respective organizations, by position and company, to the Academy Board and DPSCD and each organization providing services to the Academy shall certify its compliance with this Section. Likewise, prohibitions against holding incompatible public office and against specified conflicts of interest set forth in MCL 15.181 to 15.185 and MCL 15.321 to 15.330, respectively, shall be scrupulously observed.

Section 5.13 *Prohibition of Employment in More than One Full-time Position*. No individual shall be employed by or at the Academy in more than 1 full-time position in which he or she is compensated at a full-time rate for each of those positions.

ARTICLE VI CURRICULUM, INSTRUCTIONAL METHODS, AND PUPIL ASSESSMENT

Section 6.01 *Curriculum*. The PSA’s curriculum is attached hereto as **Attachment F**.

Section 6.02 *Benchmarks, Academic Assessments, and Indicators of Performance*. As required by Section 503(6)(a) of the Code, to the extent applicable, the PSA’s students must be assessed using at least Michigan Student Test of Educational Progress (M-STEP), the Michigan Merit Exam (MME) or an assessment instrument developed under Section 1279 of the Code. Methods of pupil assessment are set forth in **Attachment G**.

Section 6.03 *Determining Educational Success of the PSA*. The PSA’s educational success will be determined by evidence of the PSA’s progress toward reaching the educational goals set forth below in this Contract and such other goals as determined by the PSA and agreed to and approved by DPSCD in writing. The PSA will provide DPSCD with its annual educational goals and milestones by the date established by DPSCD for DPSCD’s review and approval. The Educational Program is attached as **Attachment I**.

At a minimum, those goals shall be as follows:

- (a) Beginning the 2022-2023 school year and each year thereafter, at least 75% of eligible students enrolled at SER YouthBuild Learning Academy will participate in the NWEA assessment 3 times yearly. If the rate is below 75%, there will be an improvement in participation rates of the prior year;
- (b) At least 50% of SYLA students who do not complete at least 4 courses (2 per semester) will complete at least 2 units per semester SYLA will document all outreach efforts to students not attending school (including calls to friends and family), home visits, delivery of food or other supports Attendance substantially improves, which positively impacts student outcome of learning goals;
- (c) SYLA will report 4 year Extended –year Adjusted Cohort Graduation Rate (ACGR);

- (d) At least 75% of SYLA student's eligible seniors (need only 4 credits to graduate as of October 1st) will either graduate or remain enrolled in SYLA or other degree granting school including adult education by the end of the school year;
- (e) SYLA will report average M-STEP results in English Language Arts and Math to DPSCD yearly;
- (f) SYLA students will complete 4 courses (2 credits) per semester in APEX Learning;
- (g) At least 50% of the SYLA graduating seniors that attain a diploma will complete application to community colleges and/or universities;

All students at the Academy have a safe and secure learning environment with wrap-around services to address all social and emotional needs and reduce barriers to success. DPSCD reserves the right to change these minimum goals to comply with new state and federal state requirements or educational industry or pedagogical standards with prior written notice to the Academy.

Section 6.04 *Reports to DPSCD.* The PSA shall provide the DPSCD Designee with copies of reports and assessments, at least semi-annually regarding the educational outcomes achieved by pupils of the PSA showing, at a minimum, the attendance rates for the quarter and the results of any standardized test scores by grade occurring within the quarter, as well as any reports prepared by or for the PSA that evaluate or summarize the performance of the PSA's pupils or staff and such other information and reports requested by, and in a form and with such frequency acceptable to, the Executive Director of DPSCD Office of Charter Schools, including, but not limited to, those documents listed in any master calendar of reporting requirements distributed by the DPSCD Office of Charter Schools. In addition, the PSA shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.

ARTICLE VII GRADE LEVELS AND PUPIL ENROLLMENT

Section 7.01 *Enrollment Capacity.* The PSA serves students in grades Nine (9) through Twelve (12).

Section 7.02 *Enrollment of students will take place as follows:*

(a) The PSA shall comply with Section 380.503(6)(o) of the Code and Section 388.1769 of the State School Aid Act in advertising its presence and the fact that it is enrolling students and shall further advertise in the Catchment Area in a manner and form conspicuous to families and students that it is soliciting applications for enrollment from these families; the PSA shall submit evidence of its adherence to this section to the DPSCD Designee.

(b) The process for enrollment is as follows:

(i) *Applications for Enrollment.* The PSA may consider applications for enrollment of any child between the age of 16 to 21 and the maximum age allowed by law or the maximum grade permitted to the Academy, whichever is less, who resides within the geographic boundaries set by statute for a public school academy authorized by a school district.

(ii) *Admission of Students.* The PSA shall enroll any student who meets the age and residency requirements and who submits a timely application for enrollment. The PSA may not discriminate in its admission policies or practices on the basis of intellectual or athletic ability, measures of achievement or

aptitude, race, ethnicity, national origin, disability, gender, religion, or any other basis that would be illegal if used by a school district.

(iii) *Enrollment When Applicants Exceed Capacity.* If the number of applicants for admission exceeds the capacity stated in this Contract for any grade, pupils shall be selected for attendance based on a random selection process, as required by Section 504(3) of the Code, except as provided below. The PSA must annually submit to the DPSCD Designee a copy of the procedures to be used to select students when applicants for enrollment exceed capacity.

The PSA must allow any pupil who was enrolled in the PSA in the immediately preceding school year to enroll in the PSA in the appropriate grade unless the appropriate grade is not offered at the PSA.

The PSA may give enrollment priority to the sibling(s) of a pupil enrolled at the PSA.

(c) The PSA shall provide documentation to DPSCD annually sufficient to establish that the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils and that the Academy's open enrollment period was for a duration of at least two weeks and permitted the enrollment of pupils by parents/guardians at times that include evenings and weekends.

Section 7.03 *Tuition Prohibited.* The PSA shall not charge tuition. The PSA may impose fees and require payment of expenses for its activities where such fees and payments are not prohibited by law.

Section 7.04 *Student Enrollment Count.* The PSA will maintain student enrollment count records in a manner that will enable it to provide an electronic file with student enrollment data to DPSCD Office of Charter Schools.

Section 7.05 *Student Identification.* The PSA will assign and use student identification numbers in administering state assessments and in meeting other state data reporting requirements. The PSA will follow procedures established by the State Board of Education and the Michigan Department of Education for issuance and record keeping of student identification numbers.

ARTICLE VIII SCHOOL CALENDAR

Section 8.01 *Commencement of Operations.* The PSA shall begin operations promptly upon the approval of this Contract by MDE and shall perform school operations in accordance with the School Calendar and School Day Schedule, attached as **Attachment J** hereto. For each subsequent year of this Contract, the PSA shall adopt a school calendar no later than April 1st of the prior school year, and shall submit that calendar to the DPSCD Designee no later than May 1st of that year.

Section 8.02 *Fiscal Year.* The PSA fiscal year shall be July 1 – June 30 for each school year under this Contract.

Section 8.03 *Length of School Day.* The length of the PSA school day for the first year of this Contract shall be 8:00 a.m. to 3:20 p.m. Eastern Standard Time. For each subsequent year of this Contract, the PSA shall adopt a school day no later than April 1st of the prior school year.

Section 8.04 *Common Calendar.* The PSA shall adhere to the Common Calendar established by WRESA unless a written waiver is granted by the Michigan Department of Education.

**ARTICLE IX
PUBLIC SCHOOL ACADEMY STAFF**

Section 9.01 *Authorization of Employment.* The PSA may employ or contract with personnel and companies for the operation of the PSA, to prescribe their duties, and to fix their compensation, as permitted by applicable law.

Section 9.02 *Contract with Education Management Companies.* The Academy will submit to DPSCD a contractual agreement (the "Management Agreement") with the PSA's proposed educational service provider ("ESP"), and the written opinion of the counsel for the PSA, addressed to DPSCD specifying DPSCD may rely on said written opinion, and that the Management Agreement complies with all applicable law and this Contract ("Legal Opinion"). The name of the Academy's ESP is: SERMetro-Detroit Jobs For Progress, Inc., a Michigan non-profit corporation. In the event the Academy desires to amend its Management Agreement or seeks to engage an ESP other than the ESP identified in this section, all of the following shall apply:

(a) In negotiating and finalizing any such contract, the Academy Board must seek the advice of independent legal counsel, who must deliver to DPSCD the Legal Opinion referenced above. The Management Agreement must be approved by the Academy Board, during a meeting open to the public held pursuant to the Michigan Open Meetings Act at a portion on the agenda in which public comment is invited regarding the agreement.

(b) The Academy shall ensure that the Management Agreement provides that any ESP performing services at the Academy complies with the requirements under this Contract.

(c) No provision of the Management Agreement shall interfere with the Academy Board or the Academy's duties under this Contract, and the Academy and the Academy Board's duties under the Contract shall not be limited or rendered impossible by action or inaction of the ESP.

(d) No provision of the Management Agreement shall pre-determine the Academy Board's course of action in choosing to assert or not assert governmental immunity.

(e) The Management Agreement shall state that all financial, educational, and student records pertaining to the Academy are Academy property and that such records are subject to the provisions of Michigan's Freedom of Information Act. All such records must be stored, in physical form, on-site at the Academy's facility or be directly accessible at the Academy facility. All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook, shall be maintained physically on site or be directly accessible at the Academy facility.

(f) The Management Agreement shall state that all of the Academy's financial and other ESP-related records will be made available to the Academy's independent auditor and that the ESP staff will cooperate with said auditor, and that the ESP shall not select or retain the Academy's auditor.

(g) The Management Agreement must certify that (i) there shall be no markup of costs for supplies, materials, or equipment procured by the ESP on behalf of the Academy, (ii) all supplies, materials, and equipment procured for the Academy by the ESP shall be inventoried by an acceptable method of inventory, and (iii) the ESP will maintain an inventory of Academy equipment to enable all parties to clearly determine property belonging to the Academy.

(h) The Management Agreement shall contain a provision that states upon termination, the ESP shall work for a specified period of time to assist with the transition to a new ESP. The ESP may charge the Academy a reasonable fee to engage in the transition service.

(i) The Management Agreement shall contain a provision that states upon termination of the same, the ESP shall, without charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to the new ESP; (iii) organize and prepare student records for transition to the new ESP; and (iv) provide for the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing.

(j) The Management Agreement shall prohibit the ESP from executing contracts with its staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) that contain non-compete agreements of any nature.

(k) The Academy Board and the ESP may not amend the management contract without notifying DPSCD. No amendment shall be contrary to this section and each shall be accompanied by a Legal Opinion. Whether or not substantial, the Academy shall submit to DPSCD all proposed amendments prior to the approval and execution of the same. No Amendment shall be effective until DPSCD notifies the Academy that it does not disapprove of such Amendment.

(l) The Management Agreement shall contain the following indemnification provision: *Indemnity For DPSCD*. In consideration for DPSCD co-authorizing the Academy to operate as a public school academy pursuant to the terms of the Charter Contract, which is of material value to the ESP, the ESP shall indemnify, defend, and hold harmless DPSCD, the DPSCD Board of Education, DPSCD's officers, employees, agents, attorneys and those acting on behalf of their officers, employees, attorneys and agents from any and all claims (actual and threatened), disputes, demands, actions, expenses, liabilities, complaints, causes of action, rights, debts, rights of contribution and indemnification, contractual obligations, expenses, damages, and liabilities, including without limitation, investigative costs, reasonable attorney's fees, court costs, accountings, and expenses related to any defense arising, directly or indirectly, from bodily injury, personal injury, sickness, disease, death, property loss or damage, and any other demands, losses, liabilities or claims of any kind whatsoever, except to the extent of the gross negligence or willful misconduct DPSCD and the DPSCD Board of Education, which arises out of or is in any manner connected with (i) DPSCD's approval of the application for a public school academy, (ii) the DPSCD Board of Education and DPSCD's consideration of or issuance of the Charter Contract and notice to the Academy that DPSCD will not 'disallow' the Management Agreement and ancillary instruments related to Academy operations, (iii) the ESP's preparation for and operation of a public school or public school academy, (iv) the reliance by the DPSCD Board of Education, DPSCD, and DPSCD's officers, employees, agents or representatives upon information supplied by the ESP, (v) the failure of ESP to perform duties and obligations pursuant to the terms of the Charter Contract, and Management Agreement, (vi) the ESP's violation, directly or indirectly, of any and all lease terms, (if applicable) in connection with Academy's occupancy of and/or operations at the Site, (vii) the ESP's performance of the Management Agreement, (viii) the infringement of patent or other proprietary rights in any material, process, machine, or appliance sued in the operation of the PSA and (ix) any other matter related to operation of the public school academy pursuant to the terms of the Management Agreement and all ancillary instruments between the ESP, the Academy and/or third parties.

Terms of Insurance and Indemnification. The ESP shall agree that the indemnification shall not be met solely by complying with the insurance requirements described in the Management Agreement and insurance is not a substitute for the indemnity.

Notice of Claims. The ESP and DPSCD shall notify each other (whichever applicable) in writing within ten (10) days of any actual or potential claim subject to the indemnification provision in the Management Agreement.

Defense of DPSCD. The ESP shall take such reasonable steps as may be necessary or appropriate to defend DPSCD, and its Board of Education, officers, employees, agents and representatives until such time that ESP proves that no further indemnification with respect to a claim or action is owed. The ESP shall not attempt to settle, settle or compromise any claim or suit subject to the indemnification provision without written notice to and prior approval from DPSCD. *DPSCD Defense Option.* DPSCD and the DPSCD Board of Education shall have the option, at DPSCD's sole discretion and the reasonable expense of the ESP, to exclusively undertake and conduct the defense and/or settlement of any matters specified in this section.

Legal Action. The ESP expressly acknowledges and agrees that DPSCD and the DPSCD Board of Education may, at DPSCD and the DPSCD Board of Education's sole discretion and without assuming any liability whatsoever, commence legal action against the ESP to enforce the rights of DPSCD, DPSCD Board of Education, and the Academy pursuant to the terms of the Management Agreement and Charter Contract.

Survival. The indemnification provisions of this Charter Contract shall survive the termination or expiration of the Management Agreement, the Charter Contract and ancillary instruments between the ESP, Academy and/or third parties.

Indemnity For WRESA. In consideration for WRESA co-authorizing the Academy to operate as a public school academy pursuant to the terms of the Charter Contract, which is of material value to the ESP, the ESP shall indemnify, defend, and hold harmless WRESA, WRESA Board of Education, WRESA's officers, employees, agents, attorneys and those acting on behalf of their officers, employees, attorneys and agents from any and all claims (actual and threatened), disputes, demands, actions, expenses, liabilities, complaints, causes of action, rights, debts, rights of contribution and indemnification, contractual obligations, expenses, damages, and liabilities, including without limitation, investigative costs, reasonable attorney's fees, court costs, accountings, and expenses related to any defense arising, directly or indirectly, from bodily injury, personal injury, sickness, disease, death, property loss or damage, and any other demands, losses, liabilities or claims of any kind whatsoever, except to the extent of the gross negligence or willful misconduct WRESA and the WRESA Board of Education, which arises out of or is in any manner connected with (i) DPSCD's approval of the application for a public school academy, (ii) the WRESA Board of Education and WRESA's consideration of or issuance of the Charter Contract and notice to the Academy that DPSCD will not 'disallow' the Management Agreement and ancillary instruments related to Academy operations, (iii) the ESP's preparation for and operation of a public school or public school academy, (iv) the reliance by WRESA Board of Education, WRESA, and WRESA's officers, employees, agents or representatives upon information supplied by the ESP, (v) the failure of ESP to perform duties and obligations pursuant to the terms of the Charter Contract, and Management Agreement, (vi) the ESP's violation, directly or indirectly, of any and all lease terms, (if applicable) in connection with Academy's occupancy of and/or operations at the Site, (vii) the ESP's performance of the Management Agreement, (viii) the infringement of patent or other proprietary rights in any material, process, machine, or appliance used in the operation of the PSA and (ix) any other matter related to operation of the public school academy pursuant to the terms of the Management Agreement and all ancillary instruments between the ESP, the Academy and/or third parties.

Terms of Insurance and Indemnification. The ESP shall agree that the indemnification shall not be met solely by complying with the insurance requirements described in the Management Agreement and insurance is not a substitute for the indemnity.

Notice of Claims. The ESP and WRESA shall notify each other (whichever applicable) in writing within ten (10) days of any actual or potential claim subject to the indemnification provision in the Management Agreement.

Defense of WRESA. The ESP shall take such reasonable steps as may be necessary or appropriate to defend WRESA, and its Board of Education, officers, employees, agents and representatives until such time that ESP proves that no further indemnification with respect to a claim or action is owed. The ESP shall not attempt to settle, settle or compromise any claim or suit subject to the indemnification provision without written notice to and prior approval from WRESA.

WRESA Defense Option. WRESA and the WRESA Board of Education shall have the option, at WRESA's sole discretion and the reasonable expense of the ESP, to exclusively undertake and conduct the defense and/or settlement of any matters specified in this section.

Legal Action. The ESP expressly acknowledges and agrees that WRESA and the WRESA Board of Education may, at WRESA and the WRESA Board of Education's sole discretion and without assuming any liability whatsoever, commence legal action against the ESP to enforce the rights of WRESA, WRESA Board of Education, and the Academy pursuant to the terms of the Management Agreement and Charter Contract. *Survival.* The indemnification provisions of this Charter Contract shall survive the termination or expiration of the Management Agreement, the Charter Contract and ancillary instruments between the ESP, Academy and/or third parties.

(m) The Management Agreement shall require all ESP employees to undergo criminal background and unprofessional conduct checks required by applicable law and for the ESP to store evidence of such on site, in physical form, at the Academy or be directly accessible at the Academy's facility.

(n) The Management Agreement shall contain a provision requiring the ESP to make information available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its Transparency Reporting under this Contract and also at least the information that a school district is required to be disclosed under MCLA 388.1618 for the most recent fiscal year for which that information is available.

(o) No ESP employee shall be designated as the Chief Administrative Officer, as that term is defined in Section 2b(3) of the Uniform Budgeting and Accounting Act, MCLA 141.421 *et seq.*

(p) The ESP shall notify the Academy Board if any principal or officer of the ESP, or the ESP (including any related organizations or organizations in which a principal or officer of the ESP served as a principal or officer) as a corporate entity, has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

(q) The Management Agreement must contain a provision providing for the early termination or amendment of the Management Agreement, with no cost or penalty to the Academy, and no recourse to DPSCD, WRESA or any third party affiliated with or engaged by DPSCD or WRESA, by the ESP or any subcontracted person or entity of the ESP, in the event DPSCD or WRESA determines to exercise its prerogative under this Contract to reconstitute the Academy by requiring the termination or amendment of the Management Agreement.

(r) Each Management Agreement shall contain an acknowledgement by the ESP that DPSCD shall review any and all proposed Management Agreements, and no Management Agreement shall be effective until the Academy is notified in writing that DPSCD does not disapprove of such Management Agreement.

Section 9.03 *Status as Employees.* All persons employed to work for the PSA, not including persons employed by an ESP pursuant to Section 9.02 or other authorized subcontractor are deemed to be PSA employees. **Attachment K** includes all contracts between the PSA and any group of employees whose employment is governed by contract. The PSA's governing body shall provide the DPSCD Designee with any amended or additional contracts for employment at the PSA not more than ten (10) business days after such contract is executed.

Section 9.04 *Board Liaison.* If the Academy employs a Board liaison or contract administrator, it shall specify the role of such individual or entity in Attachment K and include a copy of the Agreement with same.

Section 9.05 Employment Qualifications. Except as provided in Section 505 of the Code, the PSA shall employ, or contract with a management company as provided under this Article X which employs, classroom teachers, paraprofessionals and other personnel who meet the certification and other requirements under state and federal law. The PSA must annually provide DPSCD with documentation sufficient to demonstrate that it has complied with all applicable requirements and staff qualifications, including certifications of teachers, administrators, et al. This documentation must include copies of the applicable State certifications for each teacher, administrator and paraprofessional working at the PSA.

Section 9.06 *Employee License or Certification.* The PSA shall assure that persons working in the PSA, including both instructional and non-instructional staff, meet any and all licensing and certification requirements imposed by applicable local, state or federal ordinance, statute, law or regulation. The PSA must annually provide documentation to demonstrate its compliance with all such requirements, including copies of all required licenses and certifications.

Section 9.07 *Criminal Background and Unprofessional Conduct Checks.* The PSA will conduct criminal background and unprofessional conduct checks required by applicable law. The PSA will annually certify its compliance with the requirements of this Section, and, upon the request of DPSCD, will provide copies of all background and unprofessional conduct checks performed.

Section 9.08 *Total Compensation.* The Academy Board shall, upon request, report the total compensation of each individual working at the Academy.

ARTICLE X PHYSICAL PLANT

Section 10.01 *Location of Operation.* The PSA shall operate at the following location and no others without the written consent of DPSCD: 9321 Michigan Avenue, Detroit, Michigan 48213 (the "Physical Plant").

Section 10.02 Description of the Physical Plant. The PSA represents that the description set forth in Attachment L of this Contract is a current and accurate description of the Physical Plant. Attachment L shall

include a description of the Physical Plant, site plan, the lease or other agreement under which the Academy enjoys occupancy of the Physical Plant and any other documents required by DPSCD.

Section 10.03 Right of Occupancy and Use. Attachment N hereto is a copy of the current occupancy and use licenses (i.e., deed or lease) that confirms the PSA's right to occupy and use the Physical Plant for school purposes.

Section 10.04 Compliance with Applicable Law. The PSA represents that the Physical Plant complies with all applicable building, fire and safety, and zoning codes for school use. Attachment M hereto includes copies of all state and/or local Office of Fire Safety inspections of the physical plant as a school for children in the grades permitted under this Contract.

Section 10.05 Notice of Material Changes. The PSA will notify the DPSCD Designee not more than five (5) business days following any material changes in the availability or condition of the Physical Plant, such as through flood, fire, or other unanticipated circumstance. The PSA will notify the DPSCD Designee not more than five (5) business days following any allegation that the PSA or the lessor has breached any lease agreement concerning the Physical Plant.

ARTICLE XI BUDGET, FINANCIAL PLANS, AND AUDITS

Section 11.01 *Fiscal Agent.* Pursuant to Section 507 of the Code, DPSCD is the fiscal agent of the State of Michigan for the PSA. As fiscal agent, DPSCD assumes no responsibility for the financial condition of the Academy. In accordance with the provisions of the State School Aid Act, DPSCD shall forward to the PSA, all State School Aid funds received by DPSCD for the benefit of the PSA, provided there has been no material breach of this Contract; and further provided that DPSCD has not been directed by the Michigan Department of Education to withhold payment of any State School Aid to the PSA, and subject also to any contractual right DPSCD may have to withhold a portion of any State School Aid as payment for rent or fees for any services provided to the Academy by DPSCD and under section 13.03 hereof.

WRESA WAIVES ANY AND ALL FEES IT MAY BE ENTITLED IN CONNECTION WITH (i) DPSCD SOLELY SERVING IN THE CAPACITY AS FISCAL AGENT OF THE STATE OF MICHIGAN FOR THE PSA, (ii) DPSCD SERVING AS ADMINISTRATOR OF THE PSA'S STATE OF MICHIGAN PER PUPIL FUNDING SUBJECT TO APPLICABLE ADJUSTMENTS, (iii) DPSCD PROCESSING THE PSA APPLICATION AND RELATED DOCUMENTS, (iv) DPSCD SUBSEQUENT

**MONITORING OF THE PSA FOLLOWING EXECUTION OF THE CHARTER CONTRACT, AND
(v) WRESA SERVING AS CO-AUTHORIZER OF THE PSA.**

Section 11.02 *Annual Audit.* The PSA shall conduct an annual audit by a certified public accountant in accordance with generally accepted governmental accounting principles and in accordance with laws and regulations applicable to public schools and public school academies in Michigan. The PSA shall transmit a copy of the audit and any management letter to DPSCD concurrently with the PSA’s filing of such audit to the Michigan Department of Education.

Section 11.03 *Budget and Accounting.* The PSA shall establish an annual budget in accordance with the requirements of applicable law.

Section 11.04 *Inspection and Review.* The PSA shall permit inspection of its records and/or review of its fiscal operations at any time during normal business hours by DPSCD’s office of internal audit or others as may be designated.

Section 11.05 Insurance. The PSA shall maintain policies of insurance as described below:

(a) The insurance must be obtained from a mutual, stock, or other responsible company licensed to do business in the State of Michigan. The PSA may join with other public school academies to obtain insurance if the PSA finds that such an association would provide economic advantages to the PSA.

(b) During the term of this Contract, the PSA shall maintain and cause the ESP to maintain insurance coverage as follows:

POLICY TYPE	MINIMUM COVERAGE REQUIREMENTS
<i>Commercial Property Policy</i> This shall be an all risk policy covering real and personal property of the PSA both on premises and in transit. Replacement cost coverage is required.	Replacement cost for the Academy’s real and personal property on the premises and in transit.
<i>Comprehensive General Liability</i> This shall include, but not be limited to, personal injury and property damage for premises and operations product liability, fire legal liability, non-owned automobile and contractual liability.	\$1,000,000 per occurrence/\$2,000,000 aggregate
<i>Automobile Liability/Statutory No-Fault</i> This coverage must be provided on all licensed vehicles owned, leased, or rented by the PSA.	\$1,000,000
<i>Umbrella Excess Liability</i> This coverage must provide a minimum of follow form excess liability coverage.	\$2,000,000
<i>Workers Compensation</i> Statutory benefits for the State of Michigan. This coverage must provide wage and medical benefits of work-related injuries and employer’s liability coverage.	As required by Michigan law Employer’s Liability coverages of \$500,000

<i>Employee Fidelity Bond or Equivalent</i> This policy must include, but not be limited to, employee theft, forgery, burglary, and robbery both on and off premises.	\$500,000
<i>PSA Board Directors Liability</i> This policy should cover the PSA Board, executive staff, and employees for “wrongful acts” errors or omissions not typically covered by general liability policies.	\$1,000,000
<i>Molestation and Abuse Rider</i>	\$1,000,000/\$2,000,000 aggregate

(c) PSA shall require any and all third parties retained to perform or to assist in performing its duties and obligation specified in the Contract, to maintain insurance coverage in such amount and on such terms consistent with this insurance section naming DPSCD and WRESA as an additional insured.

(d) Insurance certificates documenting the purchase of the required insurance are attached as **Attachment O**. Updated insurance certificates shall be provided to DPSCD, as soon as possible and in any event no later than within seven (7) days of the expiration or replacement of such insurance policies.

(e) The PSA shall name and shall cause the ESP to name DPSCD and WRESA as an additional insured on each insurance policy that permits it.

Section 11.06 Indemnification For DPSCD. In consideration for DPSCD co-authorizing the Academy to operate as a public school academy pursuant to the terms of the Charter Contract, the Academy shall indemnify, defend, and hold harmless DPSCD and the DPSCD Board of Education, DPSCD’s officers, employees, agents, attorneys and those acting on behalf of their officers, employees, attorneys and agents from any and all claims (actual and threatened), disputes, demands, actions, expenses, liabilities, complaints, causes of action, rights, debts, rights of contribution and indemnification, contractual obligations, expenses, damages, and liabilities, including without limitation, investigative costs, reasonable attorney’s fees, court costs, accountings, and expenses related to any defense arising, directly or indirectly, from bodily injury, personal injury, sickness, disease, death, property loss or damage, and any other demands, losses, liabilities or claims of any kind whatsoever, except to the extent of the gross negligence or willful misconduct DPSCD and the DPSCD Board of Education, which arises out of or is in any manner connected with (i) DPSCD’s approval of the application for a public school academy, (ii) the DPSCD Board of Education and DPSCD’s consideration of or issuance of the Contract and notice to the Academy that DPSCD will not ‘disallow’ the Management Agreement and ancillary instruments related to Academy operations, (iii) the Academy’s preparation for and operation of a public school or public school academy, (iv) the reliance by the DPSCD Board of Education, DPSCD, and DPSCD’s officers, employees, agents or representatives upon information supplied by the Academy, (v) the failure of Academy to perform duties and obligations pursuant to the terms of the Contract, and the Management Agreement, (vi) the Academy’s violation, directly or indirectly, of any and all lease terms, (if applicable) in connection with Academy’s occupancy of and/or operations at the Site, (vii) the infringement of patent or other proprietary rights in any material, process, machine, or appliance sued in the operation of the PSA, and (viii) any other matter related to operation of the public school academy pursuant to the terms of the Contract, Management Agreement and all ancillary instruments between the Academy, DSPCD, the ESP and/or third parties.

(a) *Terms of Insurance and Indemnification.* The Academy agrees that the indemnification shall not be met solely by complying with the insurance requirements described in this Contract and insurance is not a substitute for the indemnity.

(b) *Notice of Claims.* The Academy and DPSCD shall notify each other in writing within ten (10) days of any actual or potential claims subject to the indemnification provision in this Section, but failure to do so shall not invalidate the indemnification provision.

(c) *Defense of DPSCD.* The Academy shall take such reasonable steps as may be necessary or appropriate to defend DPSCD, and the DPSCD Board of Education, officers, employees, agents and representatives until such time that the Academy proves that no further indemnification with respect to a claim or action is owed. The Academy shall not attempt to settle, settle or compromise any claim or suit subject to the indemnification provision without written notice to and prior approval from DPSCD.

(d) *DPSCD Defense Option.* DPSCD and the DPSCD Board of Education shall have the option, at DPSCD's sole discretion and the reasonable expense of the Academy, to exclusively undertake and conduct the defense and/or settlement of any matters specified in this section.

(e) *Legal Action.* The Academy expressly acknowledges and agrees that DPSCD and the DPSCD Board of Education may, at DPSCD and the DPSCD Board of Education's sole discretion and without assuming any liability whatsoever, commence legal action against the Academy and/or the ESP to enforce the rights of DPSCD, DPSCD Board of Education, and the Academy pursuant to the terms of the Management Agreement and Charter Contract.

(f) *Survival.* The indemnification shall survive the termination or expiration of the Management Agreement, the Charter Contract and ancillary instruments between the ESP, Academy and/or third parties.

Section 11.07 *Indemnification For WRESA.* In consideration for WRESA co-authorizing the Academy to operate as a public school academy pursuant to the terms of the Charter Contract, the Academy shall indemnify, defend, and hold harmless WRESA and the WRESA Board of Education, WRESA's officers, employees, agents, attorneys and those acting on behalf of their officers, employees, attorneys and agents from any and all claims (actual and threatened), disputes, demands, actions, expenses, liabilities, complaints, causes of action, rights, debts, rights of contribution and indemnification, contractual obligations, expenses, damages, and liabilities, including without limitation, investigative costs, reasonable attorney's fees, court costs, accountings, and expenses related to any defense arising, directly or indirectly, from bodily injury, personal injury, sickness, disease, death, property loss or damage, and any other demands, losses, liabilities or claims of any kind whatsoever, except to the extent of the gross negligence or willful misconduct WRESA and the WRESA Board of Education, which arises out of or is in any manner connected with (i) WRESA's approval of the application for a public school academy, (ii) the WRESA Board of Education and WRESA's consideration of or issuance of the Contract and notice to the Academy that DPSCD will not 'disallow' the Management Agreement and ancillary instruments related to Academy operations, (iii) the Academy's preparation for and operation of a public school or public school academy, (iv) the reliance by the WRESA Board of Education, WRESA, and WRESA's officers, employees, agents or representatives upon information supplied by the Academy, (v) the failure of Academy to perform its duties and obligations pursuant to the terms of the Contract, and the Management Agreement, (vi) the Academy's violation, directly or indirectly, of any and all lease terms, (if applicable) in connection with Academy's occupancy of and/or operations at the Site, (vii) the infringement of patent or other proprietary rights in any material, process, machine, or appliance used in the operation of the PSA, and (viii) any other matter related to operation of the public school academy pursuant to the terms of the Contract, Management Agreement and all ancillary instruments between the Academy, DPSCD, the ESP and/or third parties.

(a) *Terms of Insurance and Indemnification.* The Academy agrees that the indemnification shall not be met solely by complying with the insurance requirements described in this Contract and insurance is not a substitute for the indemnity.

(b) *Notice of Claims.* The Academy and WRESA shall notify each other in writing within ten (10) days of any actual or potential claims subject to the indemnification provision in this Section, but failure to do so shall not invalidate the indemnification provision.

(c) *Defense of WRESA.* The Academy shall take such reasonable steps as may be necessary or appropriate to defend WRESA, and the WRESA Board of Education, officers, employees, agents and representatives until such time that the Academy proves that no further indemnification with respect to a claim or action is owed. The Academy shall not attempt to settle, settle or compromise any claim or suit subject to the indemnification provision without written notice to and prior approval from WRESA and DPSCD.

(d) *WRESA Defense Option.* WRESA and DPSCD and their respective Boards of Education shall have the option, at DPSCD's and/or WRESA's sole discretion and the reasonable expense of the Academy, to exclusively undertake and conduct the defense and/or settlement of any matters specified in this section.

(e) *Legal Action.* The Academy expressly acknowledges and agrees that WRESA and the WRESA Board of Education may, at WRESA and the WRESA Board of Education's sole discretion and without assuming any liability whatsoever, commence legal action against the Academy and/or the ESP to enforce the rights of WRESA, WRESA Board of Education, and the Academy pursuant to the terms of the Management Agreement and Charter Contract.

(f) *Survival.* The indemnification shall survive the termination or expiration of the Management Agreement, the Charter Contract and ancillary instruments between the ESP, Academy and/or third parties.

ARTICLE XII COMPLIANCE WITH LAW

Section 12.01 *Generally.* The PSA shall comply with the Constitution of the State of Michigan; all federal and state laws and constitutional provisions that prohibit discrimination on the basis of age, disability, race, color gender, national origin, religion, or ancestry, and the regulations adopted pursuant to those laws; the Code, the state statutes specified in Section 503(6) of the Code, and the State School Aid Act of 1979, as amended from time to time, and the rules and guidelines adopted pursuant to those statutes; and any other federal, state or municipal law applicable to public bodies, public school academies, or school districts, and shall ensure that all PSA directors, officers, management company, contractors, teachers, administrators, staff, parents, and pupils are advised of and agree to comply with all relevant provisions of the Code and other applicable law, including without limitation, the statutes and laws identified on **Attachment P**, attached hereto.

Section 12.02 *Specific Assurances.* The PSA specifically acknowledges its obligations to abide by each of the following, including implementing rules and regulations, as they may be amended from time to time:

(a) The nondiscrimination requirements applicable to recipients of federal funds in Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972;

(b) Title VII of the Civil Rights Act of 1964;

(c) The Family and Medical Leave Act of 1993;

(d) The Age Discrimination Act of 1975 and the Age Discrimination in Employment Act of 1967;

(e) The Individuals with Disabilities Education Act of 1990;

(f) Title II of the Americans with Disabilities Education Act of 1990;

- (g) Section 504 of the Rehabilitation Act of 1973;
- (h) The State School Aid Act of 1979;
- (i) Section 1751 of the Code regarding special education programs and services;
- (j) The ESEA and its implementing regulations (incl. EDGAR);
- (k) The ESSA and its implementing regulations;
- (l) The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g;
- (m) 1947 PA 336;
- (n) 1965 PA 166; and
- (o) the Code.

Section 12.03 *Open Meetings Act*. Pursuant to Section 503(7)(a) of the code, the PSA Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1979, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 12.04 *Freedom of Information Act*. Pursuant to Section 503(7)(b) of the Code, the records of the PSA shall be records subject to the provisions of the Michigan Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.231 to 15.246 of the Michigan Compiled laws. The PSA shall ensure that any ESP engaged by it agrees that such management company's records, as they relate to the PSA, shall also be subject to the Freedom of Information Act and shall be maintained on the premises of the PSA.

Section 12.05 *Competitive Bidding*. The PSA shall comply with Sections 1267 and 1274 of the Code and any other statute requiring competitive bidding by public school academies. The PSA shall ensure that any management company it engages complies with all competitive bidding requirements imposed on public school academies districts for purchases of items on behalf of or for use at the PSA. The PSA shall maintain all records of competitive bidding for at least two years and provide DPSCD with copies of any such records upon request.

Section 12.06 *Other Statutes Specified in Section 503(7)*. The PSA shall comply with the requirements of the other state statutes listed in Section 503(7), including, but not limited to Sections 1134, 1135, 1146, 1153, 1263(3) of the Code.

Section 12.07 *Notice of Judicial or Administrative Proceedings*. The PSA shall notify DPSCD's legal counsel within five (5) business days of being named as a party in any court proceeding or arbitration or as the subject of any administrative enforcement proceeding alleging any of violation of law arising from the operation of the PSA.

Section 12.08 *Transparency Reporting*. The Academy shall collect, maintain, and make information concerning its operation and management available to the public and as is required by state law for a public school district, including at least the following:

- (a) copy of this Contract and all attachments, schedules and amendments;
- (b) a list of all currently serving members of the Academy Board of Directors, including their names, addresses, and terms of office;
- (c) copies of all policies approved by the Academy Board of Directors;

- (d) all board materials, agendas, formal resolutions and minutes (excluding minutes kept of closed sessions maintained according to the Open Meetings Act) of all regular and special meetings of the Board of Directors of the Academy;
- (e) a copy of the budget, and any amendments thereto, approved by the Academy Board of Directors;
- (f) copies of all bills paid for amounts of \$10,000.00 or more in the form that they are submitted to the Academy Board;
- (g) quarterly financial reports submitted to the DPSCD Designee;
- (h) a current list of all teachers and school administrators working at the Academy, including their individual salaries (as submitted to the registry of educational personnel), copies of their teaching or school administrator's certificates or permits (as applicable), evidence of compliance with the criminal background and unprofessional conduct checks required by the Code;
- (i) copies of all leases for equipment used at the Academy;
- (j) copies of all management or service contracts approved by the Academy Board of Directors;
- (k) all health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspections, boiler inspection and food service;
- (l) any management letters issued as part of the Academy's annual audit;
- (m) within 20 days after the board or board of directors is informed by the department of the accreditation status of its schools for the purposes of Section 1280 of the Code for the most recent school year for which it is available, post a notice of the accreditation status of each school it operates on the homepage of its website; and
- (n) all other information required by applicable law.

Section 12.09 *Maintenance of Records*. The PSA shall maintain all documents and records to the extent and for the duration required by applicable law.

Section 12.10 *Facility Signage*. The PSA shall conspicuously display signage at the Academy facility and on all letterhead stating that the PSA is authorized by DPSCD. The wording upon such signage and letterhead shall read: "A Detroit Public Schools Community District-authorized charter school."

Section 12.11 *Certified Staff*. The Academy shall use only certified staff, including teachers, business officials and administrators, including superintendent, principal, assistant principal, or other person whose primary responsibility is administering instructional programs, unless permitted to use staff without certifications, and then only in accordance with applicable law.

ARTICLE XIII OVERSIGHT OF THE PUBLIC SCHOOL ACADEMY

Section 13.01 *PSA Responsibilities*. The PSA and any ESP engaged pursuant to Section 9.02 must provide to DPSCD, in the manner and pursuant to the timing specified by DPSCD, any and all documentation necessary to demonstrate the PSA's compliance with the terms of the Contract and all applicable State and Federal law, including, but not limited to, the documentation specifically required in this Contract, as well as any

additional documentation that DPSCD may hereafter in its sole discretion deem necessary for DPSCD to perform its statutory oversight duties.

Section 13.02 *DPSCD Responsibilities*. DPSCD shall take such actions as it deems necessary to provide the oversight required of an authorizing body or fiscal agent under the Code. DPSCD may, at its discretion, periodically conduct a review of the records and/or operations of the PSA to determine compliance with all applicable regulations, terms and conditions of this Contract, the Code, and any other applicable laws, and regulations. Such actions may, but is not required to include one or more of the following: a probationary period and a corresponding corrective action plan, acceptable to DPSCD, the establishment of an Academy Dissolution Account as described and referenced in Section 14.07, and/or requirements for additional or more detailed or more frequent reports from the Academy. DPSCD may, at its discretion, designate agents or employees to enter the premises of the PSA during normal business hours or other agreed upon time, on a scheduled or unscheduled basis, to determine whether the PSA is operating in compliance with law and the terms of this Contract. The PSA agrees to cooperate with, and shall ensure that any ESP, contractors, agents or employees working at or for the PSA shall cooperate with the DPSCD in carrying out its responsibilities as an authorizing body or in furtherance of its rights under this Contract or applicable law.

Section 13.03 *Administrative Fee*. The PSA agrees that DPSCD may deduct an annual oversight and auditing expense of three percent (3%) of the per-pupil allocation funds that the PSA is entitled to receive pursuant to the State School Aid Act of 1976, as amended.

ARTICLE XIV

TERM, MODIFICATION, AND TERMINATION/REVOCAION OF THE CONTRACT

Section 14.01 *Term and Issue of a New Contract*. This Contract is effective as of the date first written above and will terminate on **June 30, 2023**, unless terminated earlier as provided herein. DPSCD may issue a new contract to the PSA for an additional period of time, as agreed between the parties, by mutual written agreement of DPSCD and the PSA, following an assessment of the Academy's progress in meeting the objectives of its academic program and educational goals, including those standards set forth in Section 6.03 of this Contract. The PSA must provide a written request for a new contract no later than September 1st of the final year of this Contract. DPSCD shall, in its sole discretion, determine whether a new contract will be granted. DPSCD reserves the right to not to consider the issuance of or issue a new contract for any reason or for no reason. The most important factors that DPSCD will consider when making its renewal decision will be (a) increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria, (b) a record of timely annual compliance with DPSCD, state and federal reporting requirements, (c) financial stability and viability, (d) facilities satisfactory to the DPSCD Office of Charter Schools, and (e) enrollment sufficient to sustain a quality program. DPSCD reserves the right to change its process and standards for the issuance of a contract at any time and such changes shall take effect without the need for an amendment to this Contract.

Section 14.02 *Amendments*. This Contract may only be amended by the express written and duly authorized agreement of DPSCD, WRESA and the PSA. DPSCD may request amendment of this Agreement at any time, which the Academy Board shall adopt at its next regularly scheduled Board meeting or the expiration of 30 days, whichever occurs first.

Section 14.03 *Termination by Agreement*. The parties may at any time agree in writing, upon approval by the PSA Board and the Executive Director of DPSCD Office of Charter Schools, to terminate the Contract prior to expiration of the Contract term.

Section 14.04 *Grounds for Termination or Revocation*. DPSCD may terminate or revoke this Contract upon a determination, pursuant to the procedures set forth in Section 14.05 below, that one or more of the following has occurred:

- (a) Failure of the PSA to abide by and meet the educational goals set forth in this Contract; including the requirements of Article VI, Section 6.03, and including failure to demonstrate improved pupil academic achievement for all groups of pupils;
- (b) Failure of the PSA to comply with all applicable law;
- (c) Failure of the PSA to meet generally accepted public sector accounting principles;
- (d) Insolvency or bankruptcy of the PSA or the failure of the PSA to pay its debts as they become due;
- (e) Insufficiency of the PSA's enrollment to support the PSA's successful operation;
- (f) Any material changes in state funding for the PSA such that, in DPSCD's sole discretion, continuation of the PSA's operation would be infeasible, uneconomical, or impractical;
- (g) The PSA's default in the payment of fees under any other agreement or contract for services provided to the PSA, which default remains uncured for a period of thirty (30) business days;
- (h) Failure of the PSA to cure a material breach of this Contract;
- (i) Provision by the PSA of false or inaccurate information on the Application, this Contract, or other materials submitted to DPSCD;
- (j) Refusal by the PSA to provide information and documents required under this Contract or to provide access to the PSA facility, documents or records;
- (k) Any other reason permitted by law; and
- (l) Any academic reason deemed appropriate by DPSCD, in its sole discretion, including placement on the Michigan Department of Education's persistently low achieving list.

Section 14.05 *Procedures for Termination or Revocation*. DPSCD shall not revoke this Contract unless all of the following procedures have been followed:

- (a) Notice of Charges. The Executive Director shall advise the PSA Board in writing of a preliminary review by a DPSCD Designee that grounds for revocation may exist.
 - (i) The notice shall provide the names and addresses of individuals charging the PSA with failure to comply with this Contract and shall set forth the alleged grounds in sufficient detail for the PSA to respond.
 - (ii) The PSA shall have ten (10) business days to respond in writing to the Executive Director of DPSCD Office of Charter Schools specifically addressing the charges set forth in the notice.
- (b) Investigating of Charges and Report. The Executive Director shall conduct an investigation to determine whether grounds for revocation or termination of the Contract exist. A final report with recommendation for termination or revocation, if applicable, will be filed with the School Board or its Designee and delivered to the PSA.
- (c) Decision by the School Board or its Designee. After receiving the report of the Executive Director, DPSCD or its Designee shall determine whether the Contract shall be revoked or terminated and shall provide written notification of his/her decision to the PSA.

Section 14.06 *Authority and Finality of DPSCD's Decisions.* A decision by DPSCD to terminate, revoke or not to renew this Contract is solely within DPSCD's discretion and is final. DPSCD's termination, revocation or decision not to renew this Contract is **not** subject to review by a court or any state agency. DPSCD is not liable to any party for its action in terminating, revoking or not renewing this Contract to the PSA, a pupil of the PSA, the parent or guardian of any pupil of the PSA, or any other person, including any ESP, contractor or agent of the PSA.

Section 14.07 *PSA's Responsibilities upon Termination, Revocation or Non-Renewal.*

(a) If the Contract is terminated, revoked or not renewed, the PSA shall be solely responsible for any and all debts, loans, and obligations incurred at any time by the PSA in connection with the operation of the PSA. In the event of a termination, revocation or non-renewal, within thirty (30) days of notice of such termination, revocation or non-renewal, the Academy shall deposit into a separate Academy account (the "Academy Dissolution Account") the sum of Ten Thousand Dollars (\$10,000) per month, for a total not to exceed Thirty Thousand Dollars (\$30,000), to be used exclusively for the costs associated with the wind-up and dissolution responsibilities of the Academy. If the Academy has any School State Aid payments scheduled to be received after notice of termination, revocation or non-renewal, the Academy immediately shall provide DPSCD, in the form and manner determined by the DPSCD, with such account detail information and authorization to enable DPSCD to direct such funds to the Academy Dissolution Account. If the event that the Academy fails to establish the required account, DPSCD, as fiscal agent, is hereby authorized to establish an Academy Dissolution Account out of any remaining Academy state aid in its possession or to be received on behalf of the Academy, to satisfy the provisions of this section.

(b) As required by Section 1618b of the State School Aid Act, if this Contract is terminated, revoked or not renewed, or if the PSA has been otherwise ineligible to receive state school aid funds for a period of at least three (3) consecutive months, the PSA must transfer to the State all property that was substantially acquired using state school aid funds.

(i) Property required to be transferred includes title to all real and personal property, interests in real or personal property, and other assets owned by the PSA that were substantially acquired through state school aid funds.

(ii) Transfer of property as required by Section 1618b does not impose any liability on the State of Michigan, any State agency, or DPSCD for any debt incurred by the PSA. Termination, revocation or non-renewal of this Contract shall not relieve the PSA from any of its duties to prepare a final audit or comply with any statute, law or applicable regulation.

Section 14.08 *Notification by State.* If the Academy has been identified as a low performing school and fails to meet the goals of any partnership agreement with the Michigan Department of Education and, if applicable, other parties, then the Authorizing Body may terminate this Contract at the end of the current school year.

Section 14.09 *Notification by Superintendent of Public Instruction.* If DPSCD is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code ("State's Automatic Closure Notice"), then this Contract shall automatically terminate at the end of the current school year in which the notice is received without any further action of DPSCD or the Academy. Following receipt of the State's Automatic Closure Notice, DPSCD shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for wind-up and dissolution of the Academy corporation at the end of the

current school year. Immediately upon receipt of the State’s Automatic Closure Notice, the Academy shall establish the Academy Dissolution Account referenced in Section 14.07.

Section 14.10 *RESERVED*

Section 14.11 *Corrective Action by Order of Reconstitution*. In addition to, or in lieu of, any provisions herein, DPSCD, in its sole discretion, may issue an Order of Reconstitution requiring the Academy to undertake a plan of corrective action in order to avoid revocation of its Contract (“Corrective Action”). The plan of Corrective Action may include (but shall not be limited to) cancellation of the Academy’s contract with its ESP, withdrawal of DPSCD’s approval of the ESP Agreement, termination of one or more Academy Directors’ service, appointment of a new member or members to the Academy Board of Directors, or designation of a trustee, conservator or receiver to take over the operation of the Academy. In the event a Corrective Action plan is undertaken, the following steps will be observed:

(a) DPSCD will notify the Academy, in writing, of the specific educational performance or operational issues that it deems failing at the Academy and its intent to revoke the Academy’s Contract if the issues are not corrected by a date certain, which will be no earlier than 120 days (absent exigent circumstances) after the date of the notice;

(b) within thirty days after receipt of the notice described above, the Academy shall respond to DPSCD with any information that the Academy Board of Directors deems relevant to the issues and a plan of correction;

(c) if DPSCD approves of the plan of correction, it shall be implemented and the Contract shall be amended accordingly; if DPSCD disapproves the plan of correction, it may implement corrective action in a manner that it, in its sole discretion, deems appropriate to the situation or continue with the revocation of the Contract as it sees fit.

For good cause, DPSCD may extend the deadlines set forth above. The issuance of the termination letter shall automatically terminate this Contract without any further action by either party. Upon issuance of the termination letter, DPSCD shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

The development of a corrective action plan under this Section 14.11 shall not in any way limit the rights of the DPSCD to revoke, terminate, or suspend this Contract. If the Office of Charter Schools determines that the PSA is unable to develop a corrective action plan that can remedy the material breach and that is acceptable to DPSCD, the Office of Charter Schools shall recommend that the DPSCD Board terminate the Contract at the end of the current school year. If the DPSCD Board approves to terminate the Contract under this Section 14.11, the Contract shall be terminated at the end of the current school year without any further action of either party.

**ARTICLE XV
REQUIRED DELIVERY OF CERTAIN DOCUMENTS**

Section 15.01 *Fire Marshall Approval*. No later than August 31, 2022, the Academy shall provide to DPSCD a copy of its final Fire Marshall approval.

Section 15.02 *Failure to Deliver Fire Marshall Approval*. If the documents listed in 15.01 above are not delivered by the dates listed, this Contract shall be null and void, in which case the Academy must proceed in accordance with Section 14.07, as if this Contract had been terminated.

Section 15.03 *DPSCD Notification to PSA*. DPSCD shall notify the Academy in writing of its receipt of the documents listed in this Article XV.

ARTICLE XVI GENERAL TERMS

Section 16.01 *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 telex, telegram, or facsimile; (iii) upon delivery into United States mail if delivery is by postage-paid registered or certified mail, with return receipt requested; or (iv) upon delivery by a nationally recognized overnight delivery service. Each such notice shall be sent to the respective party at the address indicated below or at any other address the party may designate by notice delivered pursuant hereto:

- (a) If to DPSCD Designee:

Detroit Public Schools Community District
Office of Charter Schools
Fisher Building, 9th Floor
3011 West Grand Boulevard
Detroit, Michigan 48202
Attn: Executive Director - Office of Charter Schools

With a copy to:
Detroit Public Schools Community District
Fisher Building, 10th Floor
3011 West Grand Boulevard
Detroit, Michigan 48202
Attn: Office of the General Counsel

- (b) If to Academy:

SER YouthBuild Learning Academy
9301 Michigan Avenue
Detroit, MI 48210
Attn: President, Board of Directors

With a copy to:
Robert J. Gavin, Esq.
Shifman & Carlson, P.C.
34705 West Twelve Mile Road, Suite 160
Farmington Hills, MI 48331

rgavin@shifmancarlsonlaw.com

- (c) If to WRESA:
Wayne Regional Educational Service Academy
33500 Van Born Road
Wayne, MI 48184
Attn: WRESA Board of Education

Section 16.02 *Interpretation, Enforcement, Validity, Construction and Effect.*

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

Section 16.03 *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 16.04 *Non-Waiver.* Except as provided herein, no term or provision of the 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 a 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 16.05 *Force Majeure.* The performance of this Contract may be suspended by either party in the event the performance of any obligation reflected herein is prevented by a cause or causes beyond the reasonable control, fault or negligence of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, earthquakes, explosion, accident, flood or sabotage; laws or governmental acts, orders or restrictions; national defense requirements; failure of third party hardware or software; power or communication failure; epidemics or pandemics; or injunctions or restraining orders (individually or collectively a "Force Majeure Event"). The non-performing party must assert a right to suspend performance, within a reasonable time after it has knowledge of the effective cause, and notify the other party of the cause for suspension, the performance suspended and the anticipated duration of suspension. The party asserting a right to suspend performance hereunder shall advise the other party when the Force Majeure Event has ended and when performance will resume. DPSCD may, upon suspension of the performance, terminate this Agreement or any service scheduled to be performed but not yet completed by providing written notice of termination to the PSA.

Section 16.06 *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.

Section 16.07 *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 16.08 *Access to Copies of the Contract.* The PSA agrees to make copies of this Contract available for public inspection at its administrative offices during normal business hours.

Section 16.09 *DPSCD and WRESA Immunity*. Pursuant to Section 503(7), DPSCD, WRESA and their respective agents are immune from liability in connection with any acts or omissions in connection with DPSCD's and WRESA's co-authorization of this Contract, provided that such actions were within the scope of DPSCD's or its agent's authority or were undertaken in the reasonable belief that the actions were within the scope of that authority.

Section 16.10 *Schedules and Attachments*. All schedules and attachments to this Contract that are executed by DPSCD, WRESA and the PSA shall be incorporated in, and made part of, this Contract.

Section 16.11 *Entire Contract*. This Contract, along with all documentation referenced herein or attached hereto, sets forth the entire agreement between DPSCD, WRESA and the PSA with respect to the subject matter of this Contract.

Section 16.12 *Contract Submission to MDE*. DPSCD shall submit this Charter Contract to the Michigan Department of Education within ten days of issuance and execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Public Academy Contract to be executed by their respective and duly authorized officers as of the day first written above.

SER YOUTHBUILD LEARNING ACADEMY

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Public Academy Contract to be executed by their respective and duly authorized officers as of the day first written above.

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Public Academy Contract to be executed by their respective and duly authorized officers as of the day first written above.

WAYNE REGIONAL EDUCATIONAL SERVICE AUTHORITY

By: _____

Title: _____

ATTACHMENT A-1
INTERGOVERNMENTAL AGREEMENT

ATTACHMENT A
APPLICATION

ATTACHMENT B
INITIAL BOARD MEMBERS

ATTACHMENT C
ARTICLES OF INCORPORATION

ATTACHMENT D
BYLAWS

ATTACHMENT E

CONFLICT OF INTEREST POLICY AND FORM

Policy: It is the policy of the Academy to strictly comply with the provisions of Act 317 of 1968 (MCL 15.321, et seq.), a copy of which is attached. Each Academy Board member and each Academy employee working at least 25 hours per week shall execute annually the Conflict of Interest Form set forth below. It is also the policy of the Academy to require any management company that it engages to execute the same policy and require such company's board members and employees working at least 25 hour per week to execute the Conflict of Interest Form annually.

CONFLICT OF INTEREST FORM

_____, A _____ [board member/employee] of _____ Academy (the "Academy"), being first duly sworn, depose and say that I have read the Academy's Conflict of Interest Policy and the provisions of Act 317 of 1968 (MCL 15.321, et seq.) ("Act 317"), attached hereto, and other Michigan ethics or conflict of interest statutes, which may be applicable to my performance as a board member/employee of the Academy, and understand the terms of the Policy and Act 317 and further say that: 1) I am not in violation of the Policy, Act 317 or any such applicable ethics or conflict of interest statutes; 2) I agree to fully comply with such terms; and 3) I will notify the Chairman of the Academy Board and Secretary if at any time that I fail to comply with the provisions of the Policy, Act 317 or any such applicable ethics or conflict of interest statutes.

[signature]

Name of Academy Board Member or Employee

Notary

Subscribed and sworn to before me

this ____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____

ACT 317 of 1968
(MCL 15.321, et seq.)

This abstract is provided for convenience – parties should reference the actual statute.

15.321 Public servants, contracts with public entities; definitions.

Sec. 1.

As used in this act:

(a) “Public servant” includes all persons serving any public entity, except members of the legislature and state officers who are within the provision of Section 10 of Article 4 of the state constitution as implemented by legislative act.

(b) “Public entity” means the state including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

15.322 Public servant; soliciting, negotiating, renegotiating, approving, or representing a party to a contract with public entity prohibited.

Sec. 2.

- (1) Except as provided in Sections 3 and 3a, a public servant shall not be a party, directly or indirectly, to any contract between himself or herself and the public entity of which he or she is an officer or employee.
- (2) Except as provided in Section 3, a public servant shall not directly or indirectly solicit any contract between the public entity of which he or she is an officer or employee and any of the following:
 - (a) Him or herself;
 - (b) Any firm, meaning a co-partnership or other unincorporated association, of which he or she is a partner, member, or employee.
 - (c) Any private corporation in which he or she is a stockholder owning more than 1% of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000.00 if the stock is listed on a stock exchange or of which he or she is a director, officer, or employee.
 - (d) Any trust of which he or she is a beneficiary or trustee.
- (3) In regard to a contract described in subsection (2), a public servant shall not do either of the following:
 - (a) Take any part in the negotiations for such a contract or the renegotiation or amendment of the contract, or in the

- approval of the contract.
- (b) Represent either party in the transaction.

15.323 Applicability of § 15.322 to public servants; requirements of contract; making or participating in governmental decision; counting members for purposes of quorum; voting; affidavit; “governmental decision” defined.

Sec. 3.

- (1) Section 2 does not apply to either of the following:
 - (a) A public servant who is paid for working an average of 25 hours per week or less for a public entity.
 - (b) A public servant who is an employee of a public community college, junior college, or state college or university.
- (2) A contract as defined in and limited by Section 2 involving a public entity and a public servant described in subsection (1) shall meet all of the following requirements:
 - (a) The public servant promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings. Unless the public servant making the disclosure will directly benefit from the contract in an amount less than \$250.00 and less than 5% of the public cost of the contract and the public servant files a sworn affidavit to that effect with the official body or the contract is for emergency repairs or services, the disclosure shall be made in either of the following manners:
 - (i) The public servant promptly discloses in writing to the presiding officer, or if the presiding officer is the public servant who is a party to the contract, to the clerk, the pecuniary interest in the contract at least 7 days prior to the meeting at which a vote will be taken. The disclosure shall be made public in the same manner as a public meeting notice.
 - (ii) The public servant discloses the pecuniary interest at a public meeting of the official body. The vote shall be taken at a meeting of the official body held at least 7 days after the meeting at which the disclosure is made. If the amount of the direct benefit to the public servant is more than \$5,000.00, disclosure must be made as provided under this subparagraph.
 - (b) The contract is approved by a vote of not less than 2/3 of the full membership of the approving body in open

session without the vote of the public servant making the disclosure.

(c) The official body discloses the following summary information in its official minutes:

(i) The name of each party involved in the contract.

(ii) The terms of the contract, including duration, financial consideration between parties, facilities or services of the public entity included in the contract, and the nature and degree of assignment of employees of the public entity for fulfillment of the contract.

(iii) The nature of any pecuniary interest.

(3) This section and section 2 do not prevent a public servant from making or participating in making a governmental decision to the extent that the public servant's participation is required by law. If 2/3 of the members are not eligible under this act to vote on a contract or to constitute a quorum, a member may be counted for purposes of a quorum and may vote on the contract if the member will directly benefit from the contract in an amount less than \$250.00 and less than 5% of the public cost of the contract and the member files a sworn affidavit to that effect with the official body. The affidavit shall be made a part of the public record of the official proceedings. As used in this subsection, "governmental decision" means a determination, action, vote, or disposition under a motion, proposal, recommendation, resolution, ordinance, order, or measure on which a vote by members of a local legislative or governing body of a public entity is required and by which a public body effectuates or formulates public policy.

15.323a Construction of § 15.322.

Sec. 3a.

Section 2 shall not be construed to do any of the following:

(a) Prohibit public servants of a city, village, township, or county with a population of less than 25,000 from serving, with or without compensation, as emergency medical services personnel as defined in Section 20904 of the public health code, Act No. 368 of the Public Acts of 1978, being Section 333.20904 of the Michigan Compiled Laws.

(b) Prohibit public servants of a city, village, township, or county with a population of less than 25,000 from serving, with or without compensation, as a firefighter in that city, village, township, or county if that firefighter

is not any of the following:

- (i) A full-time firefighter.
 - (ii) A fire chief.
 - (iii) A person who negotiates with the city, village, township, or county on behalf of the firefighters.
- (c) Limit the authority of the governing body of a city, village, township, or county with a population of less than 25,000 to authorize a public servant to perform, with or without compensation, other additional services for the unit of local government.
- (d) Prohibit public servants of this state from purchasing at a tax sale lands returned as delinquent for taxes under the general property tax act, Act No. 206 of the Public Acts of 1893, being Sections 211.1 to 211.157 of the Michigan Compiled Laws, unless otherwise prohibited by the rules of the Michigan civil service commission or the department or agency of which that public servant is an employee.

15.324 Public servants, contracts excepted.

Sec. 4.

The prohibitions of Section 2 of this act shall not apply to:

- (a) Contracts between public entities;
- (b) Contracts awarded to the lowest qualified bidder, other than a public servant, upon receipt of sealed bids pursuant to a published notice therefor provided such notice does not bar, except as authorized by law, any qualified person, firm, corporation or trust from bidding. This subsection shall not apply to amendments or renegotiations of a contract nor to additional payments thereunder which were not authorized by the contract at the time of award; and
- (c) Contracts for public utility services where the rates therefor are regulated by the state or federal government.

15.325 Public servants, voidability of contracts; procedure, knowledge, limitation, reimbursement, settlements, evidences of indebtedness.

Sec. 5.

- (1) This act is aimed to prevent public servants from engaging in certain activities and is not intended to penalize innocent persons. Therefore, no contract shall be absolutely void by reason of this act. Contracts involving prohibited activities on the part of public servants shall be voidable only by decree of a court of proper jurisdiction in an action by the public entity, which is a party thereto, as to any person, firm, corporation or trust that entered into the contract or took any assignment thereof, with actual knowledge of the prohibited activity. In the

- (2) Negotiable and nonnegotiable bonds, notes or evidences of indebtedness, whether heretofore or hereafter issued, in the hands of purchasers for value, shall not be void or voidable by reason of this act or any previous statute, charter or rule of law.

15.326 Public servants, validity of existing contracts.

Sec. 6.

If any public entity has, prior to the effective date of this act, entered into any contract under which moneys, goods, materials, labor or services have been actually received by the public entity, which was void or voidable under any act, charter or rule of law because of a conflict of interest on the part of a public servant at the time of the execution thereof, such contract shall be fully enforceable notwithstanding such conflict of interest, by any party thereto other than such public servant.

15.327 Penalty for violation.

Sec. 7.

Any person violating the provisions of this act is guilty of a misdemeanor.

15.328 Other laws superseded; local ordinances.

Section 8.

It is the intention that this act shall constitute the sole law in this state and shall supersede all other acts in respect to conflicts of interest relative to public contracts, involving public servants other than members of the legislature and state officers, including, but not limited to, Section 30 of 1851 PA 156, MCL 46.30. This act does not prohibit a unit of local government from adopting an ordinance or enforcing an existing ordinance relating to conflict of interest in subjects other than public contracts involving public servants.

ATTACHMENT F
CURRICULUM

ATTACHMENT G
ASSESSMENTS

ATTACHMENT H
EDUCATIONAL GOALS

ATTACHMENT I
EDUCATIONAL PROGRAM

ATTACHMENT J
SCHOOL CALENDAR AND SCHOOL DAY

ATTACHMENT K
MANAGEMENT CONTRACTS

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ATTACHMENT M
FIRE MARSHALL APPROVALS

ATTACHMENT N
OCCUPANCY AND USE LICENSES

ATTACHMENT O
INSURANCE CERTIFICATES

ATTACHMENT P
APPLICABLE LAWS

Michigan Law:

1. Revised School Code, Act No. 451, Public Acts of Michigan, 1976, as amended, including, without limitation, Part 6A, governing public school academies, and Sections 1134, 1135, 1146, 1153, 1263(3), 1267, and 1274.
2. The Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, as amended.
3. The Freedom of Information Act, Act No. 442, Public Acts of Michigan, 1976, as amended.
4. Public Employee Relations, Act No. 3365, Public Acts of Michigan, 1947, as amended.
5. Prevailing Wages on State Projects, Act No. 166, Public Acts of Michigan, 1865, as amended.
6. State School Aid Act, Act No. 94, Public Acts of Michigan, 1979, as amended.
7. Public School Employees Retirement Act of 1979, Act No. 300, Public Acts of Michigan, 1980, as amended.
8. Uniform Budgeting and Accounting Act, Act No. 2, Public Acts of Michigan, 1968, as amended.
9. Persons With Disabilities Civil Rights Act, Act No. 220, Public Acts of Michigan, 1976, as amended.
10. Elliot-Larsen Civil Rights Act, Act No. 453, Public Acts of Michigan, 1976, as amended.
11. Public Employment Relations, Act No. 336, Public Acts of Michigan, 1947, as amended.
12. Incompatible Public Offices, Act No. 566, Public Acts of Michigan, 1978, as amended.
13. Contracts of Public Servants with Public Entities, Act No. 317, Public Acts of Michigan, 1968, as amended.
14. The Michigan Occupational Safety and Health Act, Act No. 154, Public Acts of Michigan, 1974, as amended.
15. Examination of Township or School District Records, Act No. 52, Public Acts of Michigan, 1929, as amended.
16. Political Activities by Public Employees, Act No. 169, Public Acts of Michigan, 1976, as amended.
17. Intergovernmental Contracts Between Municipal Corporations, Act No. 35, Public Acts of Michigan, 1951, as amended.
18. Intergovernmental Transfers of Functions and Responsibilities, Act No. 8, Public Acts of Michigan, 1967, as amended.

Federal Law:

1. Americans With Disabilities Act, 42 U.S.C. 12101, as amended.
2. Age Discrimination in Employment Act, 29 U.S.C. 621, as amended.
3. Fair Labor Standards Act, 29 U.S.C. 201, as amended.
4. Family and Medical Leave Act, 29 U.S.C. 2601, as amended.
5. Occupational Safety and Health Act, 29 U.S.C. 651, as amended.
6. Civil Rights Act of 1964, 42 U.S.C. 1981, as amended.
7. Drug-Free Workplace Act, 41 U.S.C. 701, as amended.
8. Child Nutrition Act, 42 U.S.C. 1771, as amended.
9. Gun-Free School Zones Act of 1990, 18 U.S.C. 921, as amended.
10. National School Lunch Act, 42 U.S.C. 1751, as amended.
11. Individuals With Disabilities Education Act, 20 U.S.C. 1400, as amended.
12. No Child Left Behind Act of 2001 (Pub. L. No. 107-110, 115 Stat. 1425) (Jan. 8, 2002).

SCHEDULE I
MATRICULATION AGREEMENT