

EXECUTION COPY

PUBLIC SCHOOL ACADEMY CONTRACT

BETWEEN

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

(the “Authorizing Body”)

AND

RUTHERFORD WINANS ACADEMY

(a “Public School Academy”)

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DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT
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") and Rutherford Winans Academy ("PSA" or "Academy"), a Michigan non-profit corporation.

WHEREAS, DPSCD 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, 1979, as amended (the "Code"); and

WHEREAS, the PSA submitted an application to DPSCD for authorization as a public school academy under and in accordance with DPSCD's reauthorization procedures, and the PSA agreed to the terms of DPSCD's reauthorization (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 to DPSCD reauthorizing the PSA as a public school academy under and pursuant to Part 6A of the Code; and

WHEREAS, DPSCD has, by one or more 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 the performance of the terms hereof by such officers and by all other applicable officers, employees, agents and representatives of DPSCD, and approved the method of selection, length of term, number and qualifications of the members of the board of directors of the PSA; and

WHEREAS, the Board of Directors (the "Directors") of the PSA has, by resolution adopted as of May 23, 2022 and 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 and the PSA agree as follows:

The recitals are incorporated herein by reference.

ARTICLE I DEFINITIONS

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” means DPSCD.

(c) “Catchment Area” means the area for the Academy facility as agreed to by the PSA and by DPSCD.

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

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

(f) “Code” means the Michigan Revised School Code, as amended (including Public Act 451 of 1979, 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.

(g) “Director” means a person who is a member of the Board of Directors.

(h) “Directors” means the Board of Directors of the PSA, as identified by resolution of DPSCD.

(i) “DPSCD” means Detroit Public Schools Community District established pursuant to the Michigan Revised School Code.

(j) “DPSCD Designee” means the DPSCD Office of Charter Schools.

(k) “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.

(l) “ESP” means the Educational Service Provider engaged by the Academy pursuant to the terms of Section 10.2 of this Contract.

(m) “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.

(n) “PSA Board” or “Academy Board” means the board of directors of the PSA.

(o) “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.

(p) “Resolution” means the consent action taken by the DPSCD School Board on December 14, 2021, which, for the purposes of this Contract, shall constitute an authorizing body resolution described in Part 6A of the Code.”

(q) “School Board”, “DPSCD Board of Education”, or “DPSCD Board” means the elected board of DPSCD.

(r) “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.

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

Section 1.02 *Statutory Definitions.* Statutory terms, used in this Contract, and defined in the Code, including Section 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.

Section 1.05 *Schedules.* All schedules to this contract are incorporated into, and made part of this contract.

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 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, 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 DPSCD’s autonomy or powers.

Section 2.04 *Relationship between the PSA and DPSCD.* The relationship between the PSA and DPSCD is based solely on the applicable Code provisions and the terms of this Contract or other agreements between DPSCD and the PSA.

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 3 years.

(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 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 the 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 or DPSCD, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties that the State of Michigan 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 the DPSCD.

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 of 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 the PSA must comply with the following goals:

(a) The Academy must abide by DPSCD Board Adopted Grading Policies and accompanying administrative guidelines which are attached as **Exhibit G**.

(b) The Academy must abide by the DPSCD Board School Grading system, if implemented.

(c) DPSCD reserves the right to change these goals to comply with new state and federal state requirements or educational industry or pedagogical standards with prior written notice to the Academy.

(d) Ensure that 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
RESERVED**

**ARTICLE VIII
GRADE LEVELS AND PUPIL ENROLLMENT**

Section 8.01 *Enrollment Capacity.* The PSA serves students in grades Kindergarten (K) through Eighth (8th).

Section 8.02 *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 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 faithful 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 five (5) 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.

(c) 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.

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

(e) 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 8.03 *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 8.04 *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 8.05 *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 IX SCHOOL CALENDAR

Section 9.01 *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 9.02 *Fiscal Year.* The PSA fiscal year shall be July 1 – June 30 for each school year under this Contract.

Section 9.03 *Length of School Day.* The length of the PSA school day for the first year of this Contract shall be 7 a.m. to 7 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 9.04 *Common Calendar.* The PSA shall adhere to the Common Calendar established by Wayne Regional Educational Service Agencies (RESA) unless a written waiver is obtained.

**ARTICLE X
PUBLIC SCHOOL ACADEMY STAFF**

Section 10.01 *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 10.02 *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: Solid Rock Management Company., a Michigan 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 to the management contract to the approval and execution of 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 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 and 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) 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 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, (ix) the infringement of patent or other proprietary rights in any material, process, machine, or appliance sued in the operation of the PSA and (x) 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.

(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 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 or any third party affiliated with or engaged by DPSCD, by the ESP or any subcontracted person or entity of the ESP, in the event DPSCD 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 10.03 *Status as Employees*. All persons employed to work for the PSA, not including persons employed by an ESP pursuant to Section 10.02 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 10.04 *Board Liaison*. If the Academy employs a Board liaison or contract administrator, it shall specify the role of such individual or entity in Schedule K and include a copy of the Agreement with same.

Section 10.05 *Employment Qualifications*. Except as provided in Section 505 of the Code, the PSA shall employ, or contract with a management company as provided under Section 10.02 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 10.06 *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 10.07 *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 subject to the confidentiality requirements of the responsible federal and state authorities.

Section 10.08 *Total Compensation*. The Academy Board shall, upon request, report the total compensation of each individual working at the Academy.

ARTICLE XI PHYSICAL PLANT

Section 11.01 *Location of Operation.* The PSA shall operate at the following location and no others without the written consent of DPSCD: 16411 Curtis, Detroit MI 48235 (the “Physical Plant”).

Section 11.02 *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 11.03 *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 11.04 *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 11.05 *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 XII BUDGET, FINANCIAL PLANS, AND AUDITS

Section 12.01 *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 this contract.

Section 12.02 *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 12.03 *Budget and Accounting*. The PSA shall establish an annual budget in accordance with the requirements of applicable law.

Section 12.04 *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 12.05 *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 REQUIREMENTS	COVERAGE
<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 require.	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
Molestation and Abuse Rider	\$1,000,000/\$2,000,000 aggregate

(c) Third Parties. 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 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 as an additional insured on each insurance policy that permits it.

Section 12.06. *Indemnification of DPSCD*. In consideration for DPSCD 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 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 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.

ARTICLE XIII COMPLIANCE WITH LAW

Section 13.01 *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 13.02 *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 Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g;
- (l) 1947 PA 336;
- (m) 1965 PA 166; and
- (n) the Code.

Section 13.03 *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 1976, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 13.04 *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 13.05 *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 13.06 *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 13.07 *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 13.08 *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) 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

(o) all other information required by applicable law.

Section 13.09 *Maintenance of Records*. The PSA shall maintain all documents and records to the extent and for the duration required by applicable law.

Section 13.10 *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 13.11 *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 XIV OVERSIGHT OF THE PUBLIC SCHOOL ACADEMY

Section 14.01 *PSA Responsibilities*. The PSA and any ESP engaged pursuant to Section 10.02 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 14.02 *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 are 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 15.07, 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 times, 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 DPSCD in carrying out its responsibilities as an authorizing body or in furtherance of its rights under this Contract or applicable law.

Section 14.03 *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 1979, as amended.

ARTICLE XV TERM, MODIFICATION, AND TERMINATION/REVOCAION OF THE CONTRACT

Section 15.01 *Term and Issue of a New Contract*. This Contract is effective as of the date first written above and will terminate on **June 30, 2025**, 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 15.02 Amendments. This Contract may only be amended by the express written and duly authorized agreement of DPSCD 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 15.03 *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 15.04 *Grounds for Termination or Revocation*. DPSCD may terminate or revoke this Contract upon a determination, pursuant to the procedures set forth in Section 15.05 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 15.05 *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 15.06 *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 15.07 *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 State School 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.

(iii) 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.

(iv) 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 15.08 *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 15.09 *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's Board and request a meeting with Academy's 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 15.07.

Section 15.10 *RESERVED*

Section 15.11 *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 15.11 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 15.11, the Contract shall be terminated at the end of the current school year without any further action of either party.

ARTICLE XVI REQUIRED DELIVERY OF CERTAIN DOCUMENTS

Section 16.01 *Fire Marshall Approval*. No later than August 31, 2022, the Academy shall provide to DPSCD a copy of its final Fire Marshall approval.

Section 16.02 *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 16.03 *DPSCD Notification to PSA*. DPSCD shall notify the Academy in writing of its receipt of the documents listed in this Article XV.

ARTICLE XVII GENERAL TERMS

Section 17.01 *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

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:

Rutherford Winans Academy
16411 Curtis
Detroit MI 48235
Attn: President, Board of Directors

Section 17.02 *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 17.03 *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 17.04 *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 17.05 *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 17.06 *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 17.07 *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 17.08 *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 17.09 *DPSCD Immunity*. Pursuant to Section 503(7), DPSCD and its agents are immune from liability in connection with any acts or omissions in connection with DPSCD's 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 17.10 *Schedules and Attachments*. All schedules and attachments to this Contract that are executed by DPSCD and the PSA shall be incorporated in, and made part of, this Contract.

Section 17.11 *Entire Contract*. This Contract, along with all documentation referenced herein or attached hereto, sets forth the entire agreement between DPSCD and the PSA with respect to the subject matter of this Contract.

Section 17.12 *Contract Submission to MDE*. DPSCD shall submit this Charter Contract shall be submitted to the Michigan Department of Education within ten days of issuance and execution by all parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

RUTHERFORD WINANS ACADEMY

By: Janice A. Byrd-Camp

Title: Board President

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

**DETROIT PUBLIC SCHOOLS
COMMUNITY DISTRICT**

By: 
Nikolai P. Vitti, Ed. D.

Title: Superintendent

ATTACHMENT A
APPLICATION

ATTACHMENT B
BOARD MEMBERS

Attachment B

Initial Board Members

Di'Ane Townsel

Term – July 1, 2022 to June 30, 2023

Patricia Charleston

Term – July 1, 2022 to June 30, 2023

Tamika B. Cromer

Term – July 1, 2022 to June 30, 2023

Reginald Scott

Term – July 1, 2022 to June 30, 2023

Karen Ridgeway

Term – July 1, 2022 to June 30, 2023

ATTACHMENT C
ARTICLES OF INCORPORATION

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

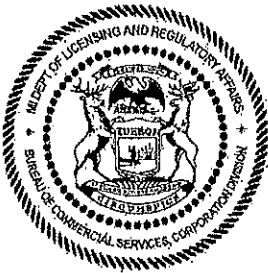
RUTHERFORD/WINANS ACADEMY

ID NUMBER: 71063Q

received by facsimile transmission on June 19, 2012 is hereby endorsed

Filed on June 20, 2012 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 20TH day of June, 2012.

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

Director

Bureau of Commercial Services

BCS/CD-511 (Rev. 04/11)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name Deborah L. Baughman, Jaffe, Raitt, Heuer & Weiss, P.C.			EFFECTIVE DATE:
Address 27777 Franklin Road, Suite 2500			
City Southfield,	State Michigan	ZIP Code 48034	

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

**ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporation**

OF

RUTHERFORD/WINANS ACADEMY

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq, and Part 6A of the Michigan Revised School Code (the "Code"), as amended, MCL 380.501 to 380.507, the undersigned public school academy executes the following Articles of Incorporation:

ARTICLE I

The name of the public school academy is: Rutherford/Winans Academy (the "Academy").

The authorizing body for the Academy is the Detroit Public Schools.

ARTICLE II

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

1. The Academy is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code.

2. The Academy, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these

Articles, the Academy shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit school organized under the laws of the State of Michigan and subject to a contract between the school and its authorizing body allowing the school to operate as a public school academy as authorized under the Code.

3. Additionally, the Academy is organized for the purpose of a) improving pupil achievement for all pupils in kindergarten through fifth grades; b) stimulating innovative teaching methods including but not limited to, computer simulation, and hands-on technical training; c) creating new professional opportunities for teachers in a learning environment where educational programs can be designed and managed by teachers at the school site level; d) achieving school accountability outcomes by placing full responsibility for performance at the school site level; e) providing parents and pupils with greater choices among public schools; f) preparing students for careers in a rapidly changing global economy and g) motivating students to attain mastery in core academic curriculum.

ARTICLE III

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

The value of the assets which the Academy possesses is:

Real Property: \$0

Personal Property: \$0

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

1. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
2. Federal funds.
3. Donations
4. Fees and charges permitted to be charged by public school academies.
5. Other funds lawfully received.

ARTICLE IV

The address of the initial registered office is: 16411 Curtis Street, Detroit, Michigan 48238

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

The name of the initial resident agent at the registered office is: Cynthia Flowers-Williams

ARTICLE V

The name and address of the incorporator is:

Deborah L. Baughman
Jaffe, Raitt, Heuer & Weiss, Professional Corporation
27777 Franklin Road
Suite 2500
Southfield, Michigan 48034

ARTICLE VI

The Academy is a governmental entity.

ARTICLE VII

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

Except as otherwise provided by law, upon the dissolution of the Academy, the Academy's Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Academy, dispose of all of the assets of the Academy to the Detroit Public School, or to such other governmental entities who are organized for similar purposes as set forth in Article II.

ARTICLE VIII

The Academy and its incorporators, members of its Board of Directors, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, as amended, being MCL 691.1407.

ARTICLE IX

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy and the Detroit Public Schools, allowing the school to operate as a public school academy. This process is as follows:

The Academy, by a majority vote of its Board of Directors, may at any time, propose specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revisions to the Articles of Incorporation. The proposal will be made to the Detroit Public Schools through its designee. The Detroit Public Schools delegates to its President, or the President's designee, the review and approval of changes or amendments to the Articles of Incorporation. In the

event that a proposed change is not accepted by Detroit Public Schools President or the President's designee, the Detroit Public Schools shall consider and vote upon a change proposed by the Academy Board of Directors following an opportunity for a written and oral presentation to the Detroit Public Schools by the Academy's Board of Directors.

Detroit Public Schools, or an authorized designee, may, at any time, propose specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revision. The Academy's Board of Directors may delegate to an officer of the Academy the review and negotiation of changes or amendments to the Articles of Incorporation. These Articles of Incorporation shall be amended as requested by Detroit Public Schools upon a majority vote of the Academy's Board of Directors.

ARTICLE X

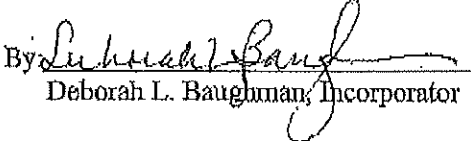
The Academy's Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the Academy.

ARTICLE XI

The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the federal or state constitution, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization.

These Articles of Incorporation are hereby signed by the incorporator on this 19th day of June, 2012.

These Articles of Incorporation shall become effective upon filing. However, the Academy shall not carry out the purposes set forth in Article II unless the Detroit Public Schools issues to the Academy a contract to operate as a public school academy, and the contract is executed by both the Academy and the Detroit Public Schools.

By 
Deborah L. Baughman, Incorporator

ATTACHMENT D
BYLAWS

**AMENDMEND AND RESTATED
BYLAWS**

OF

Rutherford Winans Academy

**ARTICLE I
NAME**

This organization shall be called **Rutherford Winans Academy** (the "Academy" the "PSA" or the "Corporation"), which shall be a Michigan public school academy authorized by the Detroit Public Schools Community District ("DPSCD").

**ARTICLE II
FORM OF CORPORATION**

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

**ARTICLE III
OFFICES**

Section 1. Principal Office. The principal office of the Corporation shall be located at 16411 Curtiss Avenue Detroit, Michigan 48235.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in Detroit, Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act, MCL 450.2101 et seq (the "Act").

**ARTICLE IV
BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR**

Section 1. General Powers. The business, property, and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may exercise any and all of the powers granted to it under the Act or pursuant to Part 6A of the Michigan Revised School Code ("Code"), as amended, MCL 380.501 et seq. The Board of Directors may delegate such powers to the officers of the Board of Directors as it deems necessary and to the extent permitted by applicable law.

Section 2. Method of Selection. The initial Board of Directors included individuals named in the order issued by the School District of the City of Detroit. In the event of a vacancy on the PSA

Board, whether by resignation, removal, or conclusion of a term, the PSA Board may present the names and credentials of two persons for each vacancy to DPSCD along with such additional forms, information and certificates required by DPSCD. DPSCD will consider the candidates, along with others that the district may receive. Within thirty (30) days from its receipt of all required documents, forms and certificates, 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 Board of Directors is required to pay the costs related to any and all criminal background checks required by DPSCD to be performed.

Section 3. Length of Term. The term of each member of the Board of Directors shall be three (3) years. The length of term of the members of the Board of Directors shall commence with the first meeting of the Board of Directors. The initial term shall commence on the day of appointment and shall continue until June 30 of the respective term year. Subsequent terms shall be from July 1 through June 30 of the appropriate year.

Section 4. Number of Directors. The number of members of the Board of Directors shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the DPSCD Office of Charter Schools.

Section 5. Qualifications. Members of the Board of Directors shall not include: (i) employees of the Academy; (ii) directors, officers, or employees of a management company that contracts with the Academy; (iii) School District officials, or representatives of the District. Further, the Board shall comply with the Prohibition of Identified Family Relationships set forth in Section 503 (11) of the Code and 503 (6) (k) of the Code.

Section 6. Oath. All members of the Board of Directors of the Corporation must file an acceptance of office with the DPSCD. All members of the Board of Directors of the Corporation shall take the oath of office required by Section 503(11) of the Code. All new members of the Board of Directors of the Corporation shall submit to Criminal Background Check.

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

Section 8. Removal. Any Director may be removed with cause by a two-thirds (2/3) vote of the Board of Directors or as directed by the DPSCD Office of Charter Schools (in its sole discretion).

Section 9. Resignation. Any Director may resign at any time by providing written notice to the other Directors and to the DPSCD Office of Charter Schools at least ninety (90) days prior to the effective date of the resignation. Notice of resignation will be effective on the later of: (i) the date noted in the letter of resignation; or (ii) ninety (90) days after receipt of the written notice of resignation by the DPSCD Office of Charter Schools

A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting in July of each year. The Board of Directors may provide, by resolution, the time and place, at the Academy for the holding of regular meetings. The Corporation shall provide notice of the annual and all regular meetings as required by the Open Meetings Act, MCL 15.261 et seq. (the "Open Meetings Act")

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the City of Detroit, Michigan for holding any special meeting of the Board of Directors called by them, and, if no other place is fixed, the place of meeting shall be the Academy's physical plant address as set forth in the Contract. The Corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 12. Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting shall be given at least (18) hours prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally, mailed or sent by facsimile or electronic mail to each Director at the Director's business address. If mailed, such notice shall be deemed to be delivered forty-eight (48) hours after it is deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed to be delivered when the facsimile or electronic mail is sent. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 13. Quorum. A majority of the Directors of the Board of Directors constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meetings Act.

Section 14. Manner of Acting. The act of the majority of the Directors of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 15. Open Meetings. All meetings of the Board of Directors, including committee meetings, shall at all times be in compliance with the Open Meetings Act, to the extent the Open Meetings Act is applicable.

Section 16. Board Vacancies. A vacancy on the Board of Directors shall occur as specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article IV.

Section 17. Compensation. A Director of the Corporation shall serve as a volunteer director.

Section 18. Presumption of Assent. There shall be no presumption of assent. All votes shall be recorded in accordance with the Open Meetings Act.

Section 19. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors elected by the Board of Directors, which shall have the functions provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee, upon request by the Chair of the meeting. Subject to the Open Meetings Act and other applicable law, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 20. Fiscal Year, Budget, and Accounting. The fiscal year of the Corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the DPSCD Office of Charter Schools, shall have exclusive control of and responsibility for the budget. The Board of Directors shall prepare, approve and publish an annual budget in accordance with the direction of the Office of Charter Schools Office.

ARTICLE V OFFICERS OF THE BOARD

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

Section 2. Election and Term of Office. The Board of Directors elected the initial officers at a duly noticed meeting prior to July 1, 2012. Thereafter, the officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

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

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

Section 5. President. The President shall be a member of the Board of Directors. The President of the Corporation shall preside at all meetings of the Board of Directors. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-

President is absent, then a temporary chair, chosen by the members of the Board of Directors attending the meeting, shall preside. The President shall be an ex officio member of all standing committees and may be designated Chair of certain committees by the Board of Directors. The President shall, in general, perform all duties incident to the office of the President of the Board as may be prescribed by the Board from time to time.

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

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

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

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary, Treasurer, or President or by the Board of Directors. The Board of Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may by resolution otherwise determine.

Section 10. Salaries. Officers of the Board of Directors may not be compensated for their services.

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Corporation, except

those of President and Vice-President, may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

**ARTICLE VI
CONTRACTS, LOANS, CHECKS AND DEPOSITS;
SPECIAL CORPORATE ACTS**

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board of Directors authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing officers the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by Michigan law, pursuant to a resolution of the Board of Directors and the prior written authorization of the DPSCD Office of Charter Schools. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors, provided however, no less than two signatures shall be required at all times.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under applicable state law.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors and approval of the DPSCD Office of Charter Schools, shares or other securities issued by any other corporation and owned or controlled by this Corporation, if applicable, may be voted on at any meeting of security holders of such other corporation by the President or proxy of the President. In the absence of the President and the President's proxy, the Secretary or Treasurer or their proxies may vote. Proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this Corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of this Corporation without necessity of any authorization by the Board of Directors, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full

right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

Section 6. Contracts Between Corporation and Related Persons. Except as may be prohibited by the Contract or applicable law, any contract or transaction between this Corporation and one or more of its Directors, or between this Corporation and any firm of which one or more of this Corporation's Directors are members or employees, or in which one or more of this Corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed to the Board of Directors in the manner and form prescribed by applicable law and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to count such vote.

ARTICLE VII INDEMNIFICATION

Each person who is or was a trustee, Director, officer or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture or other enterprise, shall be indemnified by the Corporation to the fullest extent permitted by the laws of the State of Michigan as they may be in effect from time to time. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence.

ARTICLE VIII SEAL

The Board of Directors may provide a corporate seal which shall be circular in form and have inscribed thereon the name of the Corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

IX AMENDMENTS ARTICLE IX AMENDMENT

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Board of Directors at any regular or special

meeting of the Board of Directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the DPSCD Office of Charter Schools. In the event that a proposed change is not accepted by the DPSCD Office of Charters Schools, the DPSCD Office of Charter Schools shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the DPSCD Office of Charter Schools by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation Board of Directors and by the DPSCD of Charter Schools.

These Amended and Restated Bylaws were adopted as and for the Bylaws of Rutherford Winans Academy in an open and public meeting by unanimous vote of the Board of Directors on June 8, 2017.

Regina M. Stover

SIGNATURE

BOARD PRESIDENT

6-20-2017

DATE

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 _____ 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: _____



Office of Charter Schools

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CONFLICT OF INTEREST POLICY AND FORM

Detroit Public Schools Community District requires board members to complete an Annual Conflict of Interest Disclosure during their service to public school academy boards. This updated Annual Conflict of Interest Disclosure is to be completed and returned to the Detroit Public Schools Community District Office of Charter Schools by September 1 of each year.

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Name: Jamika A Bryant Cromer
First Middle Last

Name of Academy: Rutherford Winans Academy

Mailing Address: 24901 Northwestern Highway Suite 612, Southfield, MI 48075
City State ZIP

Home Phone: 313-418-4101 Cell Phone: 313-418-4101

Email Address: jbryantcromer@gmail.com

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DPSCD does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, age, religion, height, weight, citizenship, marital or family status, military status, ancestry, genetic information, or any other legally protected category, in its educational programs and activities, including employment and admissions. Questions? Concerns? contact the Civil Rights Coordinator at (313) 240-4377 or dpdscd.compliance@detroitk12.org or 3011 West Grand Boulevard, 14th Floor, Detroit MI 48202.



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Please complete the following section by indicating yes or no. If you answer "yes" to any questions, please provide an explanation on a separate page. Label explanations with the number of the corresponding question.

1. When answering Yes or No to the following questions you must consider past, present or future occurrences of the events detailed below involving you, your spouse/partner and immediate family:
 - a. Enter into contractual agreements with the Academy or the management company contracted by the Academy Yes No
 - b. Have ownership interest, directly or indirectly, in the management company or any other company contracting with the Academy Yes No
 - c. Lease or sale of real property to the Academy or the management company contracted by the Academy Yes No
 - d. Sale of any supplies, materials, equipment or other personal property to the Academy or the management company contracted by the Academy Yes No
 - e. Guarantee any loans for the Academy or provisions for any money Yes No
 - f. Have employment with the Academy, its management company or other contractors Yes No
 - g. Have a personal or business relationship with a current Academy board member, staff or faculty member Yes No
 - h. Receive, directly or indirectly, any payments, gifts, or anything else of value from the Academy, its management company contracted by the Academy, or from anyone acting on behalf of either the Academy or the management company Yes No
2. Does or will any other individual, board, group or corporations believe it has a right to control or have input on votes you will cast as a member of the Academy board? Yes No

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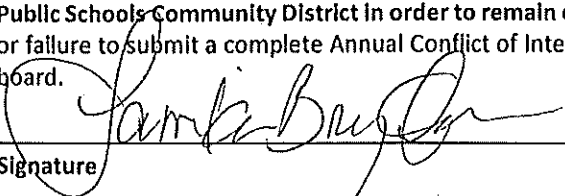
detroitk12.org/charters

3. Do you currently serve as a member of the board of any public school district or public school Academy other than this Academy's board? Yes No
4. Do you have any experience in, or association with, local, state or federal government (exclusive of elective public office but including advisory, consultative, honorary or other part time service or position)? If yes, please list dates of service. Yes No
5. Have you served as a public official since your last appointment anniversary date? (If you do not serve as a public official in any other capacity than this Academy board, please select "No" as your response.) Yes No
6. To the best of your knowledge, are there situations not described above which may give the appearance of a conflict of interest between you or a member of your immediate family, or would make it difficult for you to discharge the duties of your office in an independent manner? Yes No

Certification

I recognize that all information submitted with this Annual Conflict of Interest Disclosure becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I agree to release, hold harmless and indemnify Detroit Public Schools Community District, its trustees, officers, employees, or authorized agents from liability for the disclosure of any information related to my representation contained herein.

I hereby certify that all information contained in this document is true and complete to the best of my knowledge and agree to notify the Academy and the Detroit Public Schools Office of Charter Schools of any change that may create a conflict of interest. Upon disclosure of actual or potential conflicts of interest, I understand that I may need to meet additional requirements as determined by the Detroit Public Schools Community District in order to remain on the board. Further, I recognize that falsification or failure to submit a complete Annual Conflict of Interest Disclosure may result in my removal from the board.


Signature

2-7-22
Date

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Tamika Bryant-Crocker
Name of Academy Board Member or Employee

Notary

Subscribed and sworn to before me

this 7th day of February, 2022

[Signature]
Notary Public

My Commission Expires: September 26, 2027

Detroit Public Schools Community District
Office of Charter Schools
3011 W. Grand Blvd., 9th Floor Fisher Bldg.
Detroit, MI 48202
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EXHIBIT D
Conflict of Interest Policy and Form

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Name: DiAné S. Townsel
First Middle Last

Name of Academy: Rutherford - Winans Academy

Mailing Address: 16411 Curtis Detroit MI 48235
City State ZIP

Home Phone: 248-862-6327 Cell Phone: _____

Email Address: Suetownsel@gmail.com

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Please complete the following section by indicating yes or no. If you answer "yes" to any questions, please provide an explanation on a separate page. Label explanations with the number of the corresponding question.

1. When answering **Yes or No** to the following questions you must consider past, present or future occurrences of the events detailed below involving you, your spouse/partner and immediate family:
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- 3. Do you currently serve as a member of the board of any public school district or public school Academy other than this Academy's board? Yes No

- 4. Do you have any experience in, or association with, local, state or federal government (exclusive of elective public office but including advisory, consultative, honorary or other part time service or position)? If yes, please list dates of service. Yes No

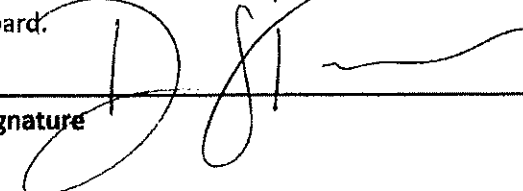
- 5. Have you served as a public official since your last appointment anniversary date? (If you do not serve as a public official in any other capacity than this Academy board, please select "No" as your response.) Yes No

- 6. To the best of your knowledge, are there situations not described above which may give the appearance of a conflict of interest between you or a member of your immediate family, or would make it difficult for you to discharge the duties of your office in an independent manner? Yes No

Certification

I recognize that all information submitted with this Annual Conflict of Interest Disclosure becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I agree to release, hold harmless and indemnify Detroit Public Schools Community District, its trustees, officers, employees, or authorized agents from liability for the disclosure of any information related to my representation contained herein.

I hereby certify that all information contained in this document is true and complete to the best of my knowledge and agree to notify the Academy and the Detroit Public Schools Office of Charter Schools of any change that may create a conflict of interest. **Upon disclosure of actual or potential conflicts of interest, I understand that I may need to meet additional requirements as determined by the Detroit Public Schools Community District in order to remain on the board.** Further, I recognize that falsification or failure to submit a complete Annual Conflict of Interest Disclosure may result in my removal from the board.

Signature 

Date 2/9/22

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Diane Sue Townsend

Name of Academy Board Member or Employee

Notary

Subscribed and sworn to before me

this 9 day of February, 2022.

Brenton Byung King-Good

Notary Public

My Commission Expires: 10/26/2023

Brenton

BRENTON BYUNG KING-GOOD
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXPIRES 10-26-2023
ACTING IN THE COUNTY OF Oakland

**Detroit Public Schools Community District
Office of Charter Schools
3011 W. Grand Blvd., 9th Floor Fisher Bldg.
Detroit, MI 48202
Tel: 313.873.7927 • Fax: 313.873.6194**

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Name: Patricia A Charleston
First Middle Last

Name of Academy: Rutherford Winans Academy

Mailing Address: 2385 Old Kent Rd Warren MI 48091
City State ZIP

Home Phone: _____ Cell Phone: (313) 996-9068

Email Address: bates-patrisha@yahoo.com

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DPSOD does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, age, religion, height, weight, citizenship, marital or family status, military status, ancestry, genetic information, or any other legally protected category, in its educational programs and activities, including employment and admissions. Questions? Concerns? Contact the Civil Rights Coordinator at (313) 240-4377 or dpsod.compliance@detroitk12.org or 3011 West Grand Boulevard, 14th Floor, Detroit MI 48202.



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Please complete the following section by indicating yes or no. If you answer "yes" to any questions, please provide an explanation on a separate page. Label explanations with the number of the corresponding question.

1. When answering Yes or No to the following questions you must consider past, present or future occurrences of the events detailed below involving you, your spouse/partner and immediate family:

a. Enter into contractual agreements with the Academy or the management company contracted by the Academy Yes No

b. Have ownership interest, directly or indirectly, in the management company or any other company contracting with the Academy Yes No

c. Lease or sale of real property to the Academy or the management company contracted by the Academy Yes No

d. Sale of any supplies, materials, equipment or other personal property to the Academy or the management company contracted by the Academy Yes No

e. Guarantee any loans for the Academy or provisions for any money Yes No

f. Have employment with the Academy, its management company or other contractors Yes No

g. Have a personal or business relationship with a current Academy board member, staff or faculty member Yes No

h. Receive, directly or indirectly, any payments, gifts, or anything else of value from the Academy, its management company contracted by the Academy, or from anyone acting on behalf of either the Academy or the management company Yes No

2. Does or will any other individual, board, group or corporations believe it has a right to control or have input on votes you will cast as a member of the Academy board? Yes No

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- 3. Do you currently serve as a member of the board of any public school district or public school Academy other than this Academy's board? Yes No
- 4. Do you have any experience in, or association with, local, state or federal government (exclusive of elective public office but including advisory, consultative, honorary or other part time service or position)? If yes, please list dates of service. Yes No
- 5. Have you served as a public official since your last appointment anniversary date? (If you do not serve as a public official in any other capacity than this Academy board, please select "No" as your response.) Yes No
- 6. To the best of your knowledge, are there situations not described above which may give the appearance of a conflict of interest between you or a member of your immediate family, or would make it difficult for you to discharge the duties of your office in an independent manner? Yes No

Certification

I recognize that all information submitted with this Annual Conflict of Interest Disclosure becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I agree to release, hold harmless and indemnify Detroit Public Schools Community District, its trustees, officers, employees, or authorized agents from liability for the disclosure of any information related to my representation contained herein.

I hereby certify that all information contained in this document is true and complete to the best of my knowledge and agree to notify the Academy and the Detroit Public Schools Office of Charter Schools of any change that may create a conflict of interest. **Upon disclosure of actual or potential conflicts of interest, I understand that I may need to meet additional requirements as determined by the Detroit Public Schools Community District in order to remain on the board.** Further, I recognize that falsification or failure to submit a complete Annual Conflict of Interest Disclosure may result in my removal from the board.

Patricia A. Chatterless
Signature

4/25/2022
Date

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Patricia A Charleston

Name of Academy Board Member or Employee

Notary

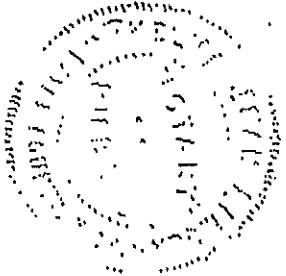
Subscribed and sworn to before me

this 25th day of April, 2022

Shelma Jean Kemler
Notary Public

My Commission Expires: _____

THELMA JEAN KEMLER
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jan 24, 2028
ACTING IN COUNTY OF



Detroit Public Schools Community District
Office of Charter Schools
3011 W. Grand Blvd., 9th Floor Fisher Bldg.
Detroit, MI 48202
Tel: 313.873.7927 • Fax: 313.873.6194

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EXHIBIT D 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 POLICY AND FORM

Detroit Public Schools Community District requires board members to complete an Annual Conflict of Interest Disclosure during their service to public school academy boards. This updated Annual Conflict of Interest Disclosure is to be completed and returned to the Detroit Public Schools Community District Office of Charter Schools by September 1 of each year.

A conflict of interest occurs when your personal interests interfere, or appear to interfere, in any way, with the interests of the Academy and/or management company. A conflict of interest can arise either when you have interests that may make it difficult for you to fully perform your obligations or when you otherwise take action for your direct or indirect benefit, or the direct or indirect benefit of someone else that is inconsistent with the Academy's interests. Conflicts of interest also arise when you, or a member of your family, receive improper personal benefits as a result of your position in the Academy. You have an obligation to disclose any fact, relationship or transaction that could reasonably be viewed as a potential or actual conflict of interest.

Name: REGINALD BURBANK SCOTT II
First Middle Last

Name of Academy: BUTHERFORD WINANS ACADEMY

Mailing Address: 2610 W. McNichols Rd Detroit MI 48221
City State ZIP

Home Phone: 313.397.7217 Cell Phone: 313.999.4860

Email Address: regscott2@gmail.com

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 - e. Guarantee any loans for the Academy or provisions for any money Yes No
 - f. Have employment with the Academy, its management company or other contractors Yes No
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 - h. Receive, directly or indirectly, any payments, gifts, or anything else of value from the Academy, its management company contracted by the Academy, or from anyone acting on behalf of either the Academy or the management company Yes No
2. Does or will any other individual, board, group or corporations believe it has a right to control or have input on votes you will cast as a member of the Academy board? Yes No

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- 3. Do you currently serve as a member of the board of any public school district or public school Academy other than this Academy's board? Yes No

- 4. Do you have any experience in, or association with, local, state or federal government (exclusive of elective public office but including advisory, consultative, honorary or other part time service or position)? If yes, please list dates of service. Yes No

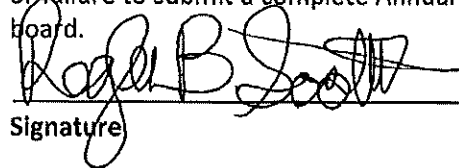
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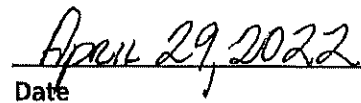
- 6. To the best of your knowledge, are there situations not described above which may give the appearance of a conflict of interest between you or a member of your immediate family, or would make it difficult for you to discharge the duties of your office in an independent manner? Yes No

Certification

I recognize that all information submitted with this Annual Conflict of Interest Disclosure becomes a matter of public record, subject by law to disclosure upon request to members of the general public. I agree to release, hold harmless and indemnify Detroit Public Schools Community District, its trustees, officers, employees, or authorized agents from liability for the disclosure of any information related to my representation contained herein.

I hereby certify that all information contained in this document is true and complete to the best of my knowledge and agree to notify the Academy and the Detroit Public Schools Office of Charter Schools of any change that may create a conflict of interest. **Upon disclosure of actual or potential conflicts of interest, I understand that I may need to meet additional requirements as determined by the Detroit Public Schools Community District in order to remain on the board.** Further, I recognize that falsification or failure to submit a complete Annual Conflict of Interest Disclosure may result in my removal from the board.


Signature


Date

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detroitk12.org/charters

Reginald B.Scott II

Name of Academy Board Member or Employee

Notary

Subscribed and sworn to before me

this 19 day of APRIL, 2022.

[Handwritten Signature]
Notary Public

My Commission Expires: 12/30/2026

[Notary Seal]
Wagel

Detroit Public Schools Community District
Office of Charter Schools
3011 W. Grand Blvd., 9th Floor Fisher Bldg.
Detroit, MI 48202
Tel: 313.873.7927 • Fax: 313.873.6194

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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 case of the corporation, the actual knowledge must be that of a person or body finally approving the contract for the corporation. All actions to avoid any contract hereunder shall be brought within 1 year after discovery of circumstances suggesting a violation of this act. In order to meet the ends of justice any such decree shall provide for the reimbursement of any person, firm, corporation or trust for the reasonable value of all moneys, goods, materials, labor or services furnished under the contract, to the extent that the public entity has benefited thereby. This provision shall not prohibit the parties from arriving at an amicable settlement.

- (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



Rutherford Winans Academy Curriculum 2022-2023

The written curriculum is guided by local, state, and national regulatory laws that align with the Academy's targeted educational goals. Curriculum mapping as well as scope and sequence are utilized to ensure that all teachers are on pace and all students are meeting guidelines. By establishing, modifying, and using pacing guides which are based on content standards, instructional facilitators determine what students are expected to know and when the objectives are conveyed based on the content expectations at each grade level. Educators are then expected to instruct the students, using the curriculum, following the developed timelines.

The curriculum provides learners with a sequential course of study aligned with the national and state expectations. Implementation, of an inquiry-based learning program which integrates thematic units, the use of research-based instruction and best practices, and assessment results are used to drive instruction, is guided by a student-centered learning pedagogy. The curriculum is a responsive teaching model for culturally relevant teaching in the differentiated classroom.

We believe instruction emulates a way the instructors are facilitators. Instructors deliver content using a clear and concise methodology that is driven by data. The environment is positive both emotionally and socially. The classroom is student-centered where the students take ownership of their learning. Instruction uses effective research-based strategies that are systematically conveyed, culturally relevant, rigorous and engages relationships. The classroom activates prior knowledge, is differentiated, and meets the needs of all students for mastery and real-life application.

Each teacher and support staff member are required to turn in monthly Instructional Strategy Plans (Lesson Plans) including the following components: Overall standard in each subject area; Daily objectives; Common Core Standards, Procedures; Resources; Essential Questions; Acceleration, Adaptation, & Accommodation (IEP Modifications); Real-Life Relevancy; and Assessments. Plans are to show evidence of Bloom's Taxonomy; Multiple Intelligences; monthly instructional Focus; and meaningful Homework.

We focus on the following essential areas of Instruction: Fluency, Comprehension, Content Connections across disciplines, Vocabulary Knowledge; Domain-specific content knowledge; Higher-level reasoning and thinking skills; Real-life explorations, and Cognitive strategies that can be applied to enhance comprehension of all contents, and motivation and engagement.

- a. Anchor Charting of Strategies
- b. Practice: Procedures, Fluency, Discussions
- c. Summarizing and Note Taking Format
- d. Setting Objectives and Providing Feedback
- e. Data Driven Instruction
- f. Bell-to-Bell Instruction
- g. Weekly Career Exploration
- h. Teacher Modeling
- i. Use of Multimedia Instruction

Instructional resources and tools

Rutherford Winans Academy (RWA) K-8 school uses the following curriculum resources:



Wonders - Connect Ed - McGraw Hill K-6th Grade:

Wonders is designed to foster a love of reading in all children. By providing a comprehensive set of connected resources for all learners in grades K–6, Wonders offers elementary school educators the ability to adapt instruction with confidence as students grow. Our focus on teaching the whole child—and every child—prepares students to be lifelong learners and critical thinkers.

Combining the work of literacy experts with research on social emotional learning, Wonders helps you strengthen skills, bolster learning, and encourage independence, enhancing the important and inspiring work you do in your elementary school classroom, every day.

StudySync - McGraw Hill 7th -8th Grade:

StudySync is a complete ELA curriculum designed to meet the rigorous academic needs of today’s classroom. In print or online, StudySync is designed to engage every student, because every student deserves the same opportunity and access in the classroom, regardless of his or her native language, learning level or physical, social, and emotional ability.

Integrated Reading & Writing: StudySync’s unique blend of contemporary and classic literature comes together with the program’s rigorous reading routines to dynamically instruct students toward mastery.

Embedded Skills Lessons: Skill lessons ensure students build foundational language and comprehension skills, as well as reading, writing, and research on inquiry skills every day.

Eureka Math (K-8):

Eureka Math is a complete, Pre-K through 12 curriculum that carefully sequences the mathematical progressions into expertly crafted modules. Eureka Math provides educators with a comprehensive curriculum, in-depth professional development, books, and support materials. When implemented faithfully, Eureka Math will dramatically reduce gaps in student learning, instill persistence in problem solving, and prepare students to understand advanced math. Eureka Math was developed specifically to meet the new standards and is the only comprehensive curriculum fully aligned with the standards for grades K thru 8.

Inspired Science (K-8):

Inspire Science is designed to help spark students’ curiosity and empower them to ask more questions, think more critically, and generate innovative ideas. Students bring solutions to everyday challenges through inquiry-based, hands-on investigations of real-world phenomena.

Inspire Science is built with the proven 5E (Engage, Explore, Explain, Elaborate and Evaluate) instructional framework that provides an in-depth, collaborative, evidence-based, and project-based learning experience to help you put your PreK–12 Science students on the path to career and college readiness.

IMPACT Social Studies (K thru 5)

It’s important to create and cultivate an environment where students grow in their capacity to understand the world around them. With IMPACT Social Studies for grades K-5, students will gain building blocks for critical thinking, develop a strong reading and writing foundation, and learn what it means to be responsible, active citizens. With engaging content, geared to today’s students, IMPACT takes a fresh approach to social studies curriculum in the elementary classroom. IMPACT Social Studies teaches the art and strategy of inquiry as teachers model how to ask questions and do research. Students learn how to analyze sources and consider multiple perspectives as they think critically about problems, events, places, and people. Reading about people and events that shape our world is relevant. Literacy skills provide the foundation for inquiry.



Students apply literacy tools—strategies for close reading, writing, and speaking and listening—to comprehend, critique, and synthesize social studies content. A primary goal of IMPACT Social Studies is to prepare students to become active citizens—both locally and globally—in an ever-changing world. Throughout the curriculum, students are given opportunities to learn about and apply good citizenship practices.

McGraw Hill Networks™ Social Studies (6 thru 8)

McGraw Hill Networks™ helps teachers prepare students to be successful in college, careers, and life in general. The program is robust, and student led. Networks bring the subject area to life with challenging, age-appropriate content that highlights diverse perspectives, integrates primary sources, and makes relevant connections. Networks also ignites curiosity and facilitates critical thinking, teaching students how to analyze sources, cite evidence, and take informed action with project-based activities. Network encourages teamwork, problem solving, friendly debate, action, and drawing connections to today. By becoming engaged, students realize they have the power to influence the world around them.

Sparks Physical Education K-8

SPARK is dedicated to creating, implementing, and evaluating research-based programs that promote lifelong wellness. SPARK strives to improve the health of children and adolescents by disseminating evidence-based physical activity and nutrition programs that provide curriculum, staff development, follow-up support, and equipment to our teachers to teach K through 8th grade students. The SPARK curriculum resources foster a positive working environment for our P.E. teachers as they work collaboratively across the district increasing upward mobility, and opportunities for students and staff to work together toward common goals.

Exact Path K-8:

Exact Path, an Edmentum product, helps students in kindergarten through 12th grade master state-specific, grade-level academic standards in a fun and engaging manner. Exact Path combines rigorous content that is highly customized to specific state standards in math, reading, writing, science, and social studies with interactive features and games that engage students and reinforce and reward learning achievement. Exact Path uses technology to transform education. Study Island/Exact Path programs are designed to create a very user-friendly experience for students and teachers. Exact Path uses students NWEA assessment results to provide individualized plans for all students. This allows the program to meet and elevate students at their academic level.

Study Island (6th thru 8th): Study Island curriculum resource is a standards-based practice and assessment tool which drives grade-level proficiency. Study Island allows students the right to experience success at their academic level, based on their unique needs, and within an environment that works best for them. Edmentum empowers educators to transform their approach and build school around the needs of each individual learner to make personalized learning an achievable reality in every classroom. Study Island improves mastery and retention by offering practice items built from your state standards with flexible modes to improve proficiency, especially in high-priority areas. Study Island allows direct data link from NWEA to provide students with personalized learning plans to build students in areas where they may need additional academic support.

IXL K-8:

IXL is a fun, vibrant learning environment where students enjoy working to master skills in math, language arts, science, social studies. Featuring a comprehensive curriculum, the IXL Real Time Diagnostic, and actionable analytics, IXL delivers everything teachers need to help students reach their full potential. IXL has an NWEA component which allows for teachers to generate customized learning time for all students. Trusted by schools in 95 of the 100 top districts and used by over 10 million students, IXL is proven to accelerate learning. Unlimited practice problems with meaningful, up-to-date tracking on your child's progress.



Razkids/RazPlus K-8:

Raz-Kids is an award-winning teaching product that provides comprehensive leveled reading resources for students. With hundreds of eBooks offered at 29 different levels of reading difficulty, it's easy to put the right content in every student's hands. Kids access their leveled text through an interactive learning portal designed to keep them motivated and engaged. Every eBook is available in online and mobile formats, and allows students to listen to, read at their own pace, and record themselves reading. Students then take a corresponding eQuiz complete with an extended answer response to test comprehension and determine future instruction needs. Once a child has read ten or more of the leveled eBooks and passed each of the corresponding eQuizzes, they advance on to the next reading level where they have access to lengthier and more difficult text.

At the heart of content learning remains vocabulary. To support vocabulary development in content areas, the need to give students time to read widely and intentionally select words worthy of instruction is key. One of the most important aspects of language and literacy learning is building an extensive vocabulary. Through vocabulary the focus is to build robust word knowledge while developing appropriate content lessons, engaging activities involving collaborative conversations and providing students with multiple exposures to words.

RWA is shifting teacher instructional delivery from mistaking spelling for vocabulary or introducing words in isolation. Vocabulary will be linked across disciplines and content domains. Students will be taught how vocabulary is the same and/or different in subject matter. With multiple exposure to vocabulary, in context, root-word analysis, RWA will increase student understanding in core ideas across content.

Assessment data, evaluates the effectiveness of a curriculum, instruction, and student mastery. The data is then used to adapt instruction to address the gaps. Evaluation and assessment can occur at all points along the continuum of the instructional process using rubrics, teacher observation, student interviews, portfolios, project, and problem-based learning products. Informal assessments, as well as summative assessments yield valuable information about students' understanding of the concepts and mastery. It is important to compare student progress with self, peers locally, regionally, state-wide, and nationally. Pupils achieving 80% proficient scores on assessments usually indicates an appropriate alignment of curriculum, instruction, and assessment.

<ul style="list-style-type: none"> ▪ Daily Practice ▪ Exit Tickets ▪ Formative Common Assessment Results ▪ Summative Assessment Results ▪ Informal Assessments ▪ Authentic Assessments ▪ Student Portfolios 	<ul style="list-style-type: none"> ▪ Journals ▪ Pre-Assessment Results ▪ Project/Writing Rubrics ▪ Conferencing (peer/teacher/group) ▪ Performing and Fine Arts Performances ▪ Student Adaptable Assessments
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We have adopted research-based best practices for developing effective communication with all stakeholders within the Academy regarding academic programs and standards. The Academy leaders engage in regular, mutual, and meaningful communication about curriculum standards and student learning. The district uses many methods to provide regular opportunities to strengthen all stakeholders' knowledge and skills through continuous empowering and informative collaborations. For Example, the district uses Power School, Class Dojo, Curriculum Nights, Data Meetings, Open Houses, Robo-calls, email blasts, and outside marque, and newsletters.

Curriculum expectations to specific stakeholder are clearly explained in the following manner:

Faculty and Staff <ul style="list-style-type: none"> ▪ Written and verbal 	Students <ul style="list-style-type: none"> ▪ Written and verbal 	Parents <ul style="list-style-type: none"> ▪ Written and verbal
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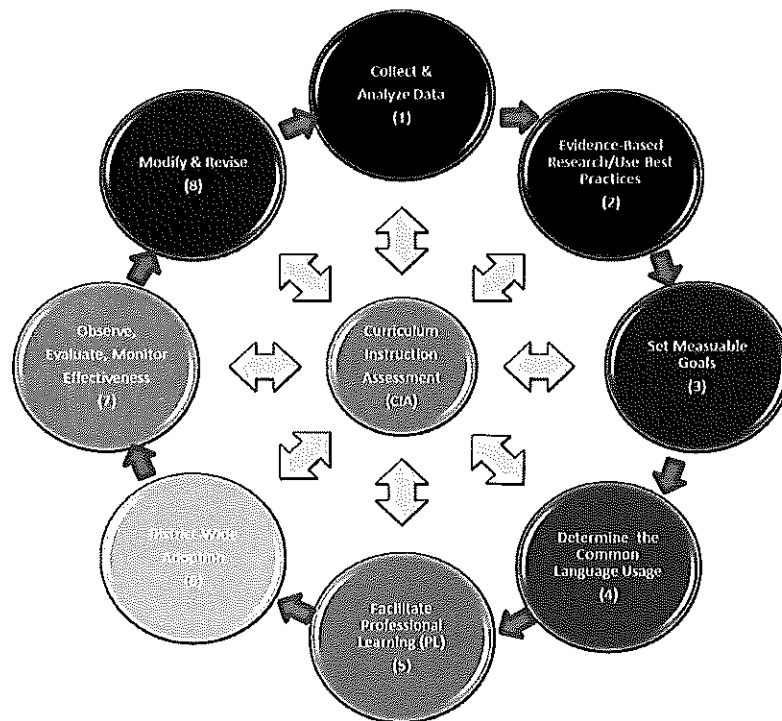


<p>communications, emails, multimedia</p> <ul style="list-style-type: none"> ▪ Staff Meetings ▪ Principal Huddles ▪ MTSS and grade level meetings ▪ Professional Learning Communities ▪ Professional Learning Workshops (PLW) ▪ Informal Observations ▪ Formal Evaluations ▪ Professional Learning Plans 	<p>communications, emails, multimedia, Google classroom</p> <ul style="list-style-type: none"> ▪ Mastery Grading Scale ▪ Written Daily Objective ▪ Lesson delivery, rubrics, and anchor work ▪ Teacher modeled lessons ▪ Documented on Student Work Submission ▪ Honor Roll and Mastery Recognition ▪ Parent/Student Handbook 	<p>communications, emails, multimedia, Google classroom</p> <ul style="list-style-type: none"> ▪ Student assignments, homework, progress reports ▪ Teacher-Parent Compact ▪ Mastery Grading Scale ▪ Parent Workshops ▪ Curriculum Nights ▪ Newsletters ▪ Parent/Student Handbook
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Monitoring and Review of the Written Curriculum

The Academy acknowledges an effective curriculum and the dynamics of teaching and learning change rapidly. Our curriculum development cycle ends and then begins with an evaluation of the impact of the program on student growth and matriculation.

Our Effective Curriculum Instruction and Assessment Continuum Model has been adopted as the district-wide model for incorporating the standards for the continuous linkage between the series of critical components of Curriculum, Instruction and Assessment (CIA) elements which are necessary for the successful implementation, monitoring, and reviewing of our model.





Additionally, the usage of surveys, focused discussions and professional learning community meetings, the Curriculum Instruction and Assessment team periodically gathers data on perceptions of program strengths, weaknesses, needs, preferences for resources and other materials, and topics or objectives and their impact and student learning. This information is collected from data that represents overall student performance that is linked closely to daily instruction. This approach ensures that the Academy will remain current with the trends of curriculum development and the adoption of best practices in teaching and learning.

The curriculum efficacy will also be measured according to the results of standardized testing, individual student growth, administrative over-site and satisfaction, and a comprehensive needs assessment. Continuous quality improvement of curriculum and instructional delivery should be evident through varied levels of accountability and monitoring, including curriculum alignment, collaborative leadership structures, school improvement tactics, qualitative evaluation of instruction and implementation, multi-tier data collection methods, meaningful professional learning, and consistent involvement of stakeholders in all aspects of the educational program. The District Director of Curriculum Instruction and Assessment will provide direction as well as for the follow through of the planning, implementation, and evaluation.

The review of curriculum is ongoing and evident. RWA utilizes its own Pacing calendar and Curriculum framework based on the common core standards and exceptional academic outcomes. CIA, Administrators, and teachers assess the cohesiveness, alignment, efficacy of the delivery and academic outcomes monthly. The ongoing progress monitoring allows us to make sure pacing and curriculum are yielding the greatest outcomes for all stakeholders. The CIA team will examine feedback, discussions, and analysis over the year and update, and modify the written curriculum accordingly.

Instruction

Rutherford Winans Academy assures that instruction is consistent with the Curriculum outlined above. Instruction is monitored on a weekly basis through walkthroughs, observations, lesson planning review, professional learning workshops. RWA K-8 written curriculum is aligned to the Common Core State Standards to ensure consistency, both vertically and horizontally.

Instruction utilizes research-based instructional strategies and methodologies .

- a. The district uses Meta-cognitive skills and meta-analysis strategies: increase comprehension
- b. Advance Organizers: Providing students with a preview of new content
- c. Building vocabulary: Using a complete six-step process to teach vocabulary that includes teacher explanation, student explanation, student graphic or pictographic representation, review using comparison activities, student discussion of vocabulary terms, and use of games
- d. Complex cognitive tasks: Working on complex tasks such as investigation, problem solving, decision making, and experimental inquiry
- e. Cooperative learning: Students working together in small groups
- f. Cues and questions: Using hints and questions to activate prior knowledge and deepen student understanding
- g. Effort and recognition: Reinforcing and tracking student effort and providing recognition for achievement
- h. Engagement strategies: Using activities designed to help capture students' attention
- i. Feedback: Providing students with information relative to how well they are doing regarding a specific



- assignment
- j. Graphic organizers: Providing a visual display of something being discussed or considered (e.g., using a Venn diagram to compare two items)
 - k. Homework: Providing students with opportunities to increase their understanding through assignments completed outside of class
 - l. Identifying similarities and differences: Identifying similarities and/or differences between two or more items being considered
 - m. Interactive games: Using academic content in game-like situations
 - n. Kinesthetic activities: Students representing new content physically
 - o. Nonlinguistic representations: Providing a representation of knowledge without words (e.g., a graphic representation or physical model)
 - p. Note taking: Recording information that is considered important
 - q. Practice: Massed and distributed practice on a specific skill, strategy, or process
 - r. Setting goals/objectives: Identifying a learning goal or objective regarding a topic being considered in class
 - s. Student discussion/chunking: Breaking a lesson into chunks for student or group discussion regarding the content being considered
 - t. Summarizing: Requiring students to provide a summary of content
 - u. Tracking student progress and scoring scales: Using scoring scales and tracking student progress toward a learning goal
 - v. Voting technology: Using interactive clicker technology to collect data regarding student knowledge during class

Instruction is engaging and emphasizes high-level thinking skills.

Rutherford Winans Academy uses the following strategies to ensure instruction is engaging and emphasizes high-level thinking skills.

- **Direct instruction:** This strategy is effective for providing information or developing step-by-step skills. It also works well for introducing other teaching methods, or actively involving students in knowledge construction.
- **Indirect instruction:** Indirect instruction seeks a high level of student involvement in observing, investigating, drawing inferences from data, or forming hypotheses. It takes advantage of students' interest and curiosity, often encouraging them to generate alternatives or solve problems. In indirect instruction, the role of the teacher shifts from lecturer/director to that of facilitator, supporter, and resource person. The teacher arranges the learning environment, provides opportunity for student involvement, and, when appropriate, provides feedback to students while they conduct the inquiry
- **Experiential learning:** inductive, learner centered, and activity oriented. Personalized reflection about an experience and the formulation of plans to apply learning to other contexts are critical factors in effective experiential learning. The emphasis in experiential learning is on the process of learning and not on the product.
- **Interactive instruction:** relies heavily on discussion and sharing among participants. Students can learn from peers and teachers to develop social skills and abilities, to organize their thoughts, and to develop rational arguments. The success of the interactive instruction strategy and its many methods is heavily dependent upon the expertise of the teacher in structuring and developing the dynamics of the group.



- Independent study: refers to the range of instructional methods which are purposefully provided to foster the development of individual student initiative, self-reliance, and self-improvement. While independent study may be initiated by student or teacher, the focus here will be on planned independent study by students under the guidance or supervision of a classroom teacher. In addition, independent study can include learning in partnership with another individual or as part of a small group

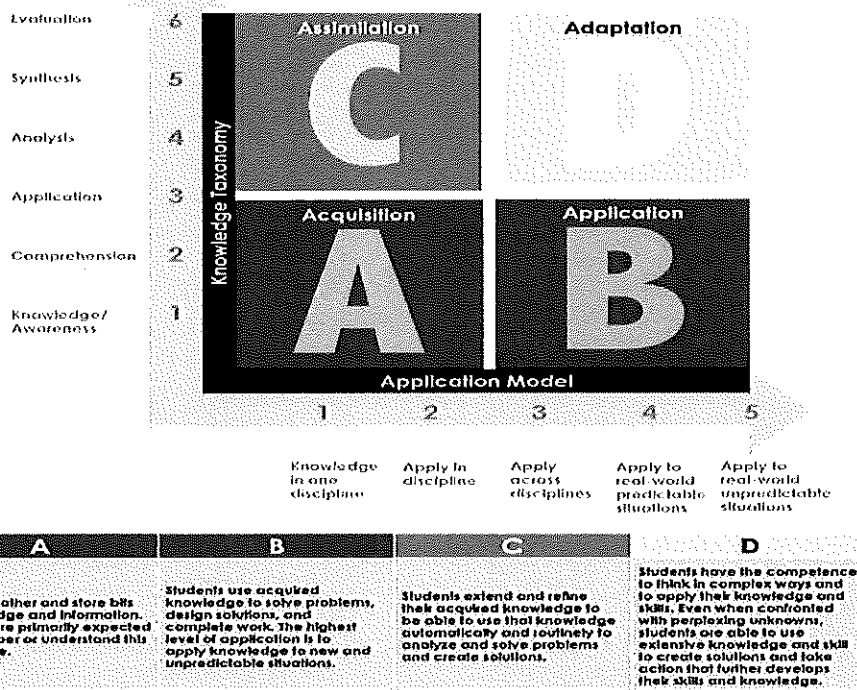
Instruction is rigorous and prepares students for meeting standards.

Rutherford Winans Academy has adopted The Rigor/Relevance Framework which illustrates the use four quadrants that represent levels of learning. On the Knowledge axis, the framework defines low rigor as Quadrants A and B and high rigor as Quadrants C and D. On the Knowledge axis, Quadrant A represents simple recall and basic understanding of knowledge for its own sake. Quadrant A is labeled "Acquisition" because students gather and store bits of knowledge and information. The Rigor/Relevance Framework has four quadrants. Each is labeled with a term that characterizes the learning or student performance at that level. This ensures that lessons are rigorous and relevant to the target audience.

Bloom's Taxonomy presents a rigorous value to education by providing educators with strategies for developing critical thinking and higher order cognitive abilities in students. The six categories of Bloom's Taxonomy: knowledge, comprehension, application, analysis, synthesis and evaluation represent a hierarchy of thinking that allows educators to modify the intensity of rigor based on the competency and readiness of each individual student. Blooms provides a clear-cut path that gives teachers strategies to link concrete thinking to abstract thinking in the classroom. Bloom's Taxonomy is designed to be a tool in which student thinking can be built from the lower levels of Bloom's to the higher levels of Bloom's activating higher order thinking in students.



Rigor/Relevance Framework®



The Rutherford Winans Academy uses NWEA learning solutions, IXL, Study Island and Exact Path solutions provide data to inform classroom instruction and guidance as to where instruction needs to be differentiated. With the robust support of the Resource department and Multi-Tiered Support team, instruction is monitored, adapted and modified continuously. Teachers are required to incorporate modifications, adaptations, and acceleration in their Individual Student Plans to reach all learners.

1. Modifications- differentiated lessons for students with an individual educational plan (IEP).
2. Adaptations- differentiated lessons for students without an individual educational plan (IEP) because mastery was not attained.
3. Accelerations- differentiated lessons for students that exhibit mastery of a concept at the 80% threshold.

Skill Building (Independent/Interventionist Time):

Skill Builder Program provides tailored data-driven academic learning plans to meet the needs of all students. Skill building allots time for students to work individually with an interventionist on Exact Path and IXL both programs provide individualized data assessment focused academic plans. Skill Building breaks the students into four performance groups:

Catch-Up (Tier 3/Tier 4)	Focuses on students who are below grade level and need additional structured support in small groups with an interventionist. Progress monitoring for this group is more frequent as academic need is higher. Students work with an interventionist on the lowest academic levels represented from assessment data.
Move-Up (Tier 3)	Focuses on students who are one to two grade levels below based on assessment data. Small group intervention time is provided to this group and the interventionist works on the lower grade needs of these students. Closing those gaps will provide the student



	with academic support to head academically in the right direction.
Keep-Up (Tier 2)	Focuses on students who are at grade level needing to close a few gaps to maintain academic achievement based on student data. Intervention support provided and students have the opportunity to move to Tier-1 if progress has been achieved.
Stay-Up (Tier 1)	Focuses on students that at or above grade level academic achievement based on student data. Plans at this level meet students at higher levels of instruction with support from an interventionist.

Assessment data is utilized to guide classroom instruction

Teachers use data-driven instruction to draw on the outcomes of analyses of student data to assess the effectiveness of instruction and the resultant learning so that lesson planning and implementation can be modified to account for progress and gaps. The data is derived from local, state – formal and informal assessments.

Instruction is aligned with the Written Curriculum.

The design and implementation of the written curriculum remains consistent with the federal, state, and local regulations, including the Authorizer’s contract with our Academy and the Board of Director’s mission, vision, and educational goals. The Academy continually develops and modifies the curriculum to provide a cohesive direction of action for all instruction and programmatic efforts in the district in order to meet changing needs of the students.

Monitoring and Review of the Instructional Planning

Evidence of implementation of instructional planning processes to ensure delivery of the written curriculum (alignment of written and taught curriculum) is provided. Each teacher and support staff member is required to turn Instructional Strategy Plans (lesson plans) weekly and bi-weekly at the Elementary including the following components:

- Overall standard in each subject area
- Daily objectives
- Procedures
- Resources
- Essential Questions
- Acceleration, Adaptation, & Accommodation (IEP Modifications)
- Real-Life Relevancy
- Assessments
- Evidence of Bloom’s Taxonomy, Multiple Intelligences, Monthly Focus
- Focused Homework

Assessment

Assessment data will be used to evaluate the effectiveness of a curriculum, instruction and student mastery upon the completion of our written curriculum.

Formative assessment for use in the classroom to assist learning. Such assessment is designed to provide diagnostic feedback to teachers and students during instruction. Teachers need assessment information about their individual students to guide the instructional process.



Summative assessment for use at the classroom, school, or district level to determine student attainment levels. Such assessment includes tests, given at the end of a unit or a school year, that are designed to determine what individual students have achieved.

Assessment for program evaluation, used in making comparisons across classrooms, schools, districts, states, or nations. Such assessment often includes standardized tests designed to measure variation in the outcomes of different instructional programs.

We also believe a fourth purpose for educational assessment exists which will provide a more comprehensive analysis of our educational program:

Instructional performance evaluation, a universal assessment tool utilized to evaluate the effectiveness of teacher performance. A percentage of this rubric considers the quantitative data results from student summative assessments.

Assessment results are used to identify student needs and design interventions to improve individual student performance.

Assessment data, evaluates the effectiveness of a curriculum, instruction and student mastery. The data is then used to adapt instruction to address the gaps. Evaluation and assessment can occur at all points along the continuum of the instructional process using rubrics, teacher observation, student interviews, portfolios, project and problem-based learning products. Informal assessments, as well as summative assessments yield valuable information about students' understanding of the concepts and mastery. It is important to compare student progress with self, peers locally, regionally, state-wide and nationally.

Student assessment results are reported to the PSA's Board, staff, students, and parents.

Student assessment results are reported quarterly and annually to all stakeholders: PSA Board, staff, students, and parents.

Assessment data is utilized to guide classroom instruction

Assessment data is utilized to guide classroom instruction in real time. The school analyzes the data as a team and individualized student learning plans are generated. Students are instantaneously placed in their perspective level up group and all standards of focus are aligned to that student which allows the teacher to provide



differentiated instruction within the classroom. Once the data has been analyzed it is now the foundation for teachers to create their own individualized plan for struggling learners. Teachers identify skills that need emphasis in the classroom; skills that need to be worked on within the skill building intervention session, as well as additional support strategies for teaching the students. Academic goals are set, and teachers track and monitor students' progress between assessment periods.

Ability grouping in the classroom is encouraged as it gives teachers the ability to provide instruction that is beneficial for all students and learning at each students' level of independent capability.

<p>Concept 1: Catch-Up Missed target with a point margin of 11 to 20 or more points</p>	<p>Concept 2: Move-Up Missed target within a margin of 6 to ten points</p>	<p>Concept 3: Keep-Up Missed Target within a margin of 1-5 points</p>	<p>Concept 4: Stay-UP At and Above Target Score</p>
<p>Standards of Focus</p>	<p>Standards of Focus</p>	<p>Standards of Focus</p>	<p>Standards of Focus</p>



Curriculum Overview of the standards students will achieve at each grade level

Rutherford Winans Academy implements a standard- aligned curriculum according to the state of Michigan Educational Standards. We define curriculum as referring to the specific learning standards, lessons and academic content taught in our school at each grade level and within each content. Our program and curriculum resources are embedded in Michigan Common Core and Next Generation Science Standards and the chart shows the progression through the common core standards students will achieve at each grade level.



Core Academic	K	1st	2nd	3rd	4th	5th	6th	7th	8th
General Science	☆	☆	☆	☆	☆	☆	☆	☆	☆
Physical Science					☆	☆	☆	☆	☆
Life Science					☆	☆	☆	☆	☆
Earth and Space					☆	☆	☆	☆	☆
Engineering & Designs	☆	☆	☆			☆	☆	☆	☆

Mathematics	☆	☆	☆	☆	☆	☆	☆		☆
Counting and Cardinality	☆							☆	
Operations & Algebraic Thinking	☆	☆	☆	☆	☆	☆	☆		
Numbers & Operation <u>in</u> Base Ten	☆	☆	☆	☆	☆	☆	☆		
Measurement & Data	☆	☆	☆	☆	☆	☆	☆		
Geometry	☆	☆	☆	☆	☆	☆	☆	☆	☆
Numbers & Operations Fractions				☆		☆	☆		
Ratios & Proportional Relationships							☆	☆	
The Number System							☆	☆	☆
Expressions & Equations							☆	☆	☆
Statistics & Probability							☆	☆	☆
Functions									☆

English Language Arts	☆	☆	☆	☆	☆	☆	☆	☆	☆
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Social Studies	☆	☆	☆	☆	☆	☆	☆	☆	
History									☆
World History & Geography									
Civics & Economics									
US History & Geography									
Finance & Speech									

Health & Physical Education	☆	☆	☆	☆	☆	☆	☆	☆	☆
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ATTACHMENT G
ASSESSMENTS



RUTHERFORD WINANS ACADEMY

Assessments

Rutherford Winans Academy Methods of Assessments

RWA uses the following local, state, and national assessments: NWEA, MAP Reading Fluency, M-STEP (MI-Access), Early Literacy and Mathematics Benchmark Assessment, Passaged Based Writing Field Test and PSAT 8/9. Formative assessments are derived from utilizing the curriculum for all content areas i.e., writing portfolios, rubrics, conferencing (peer/teacher/group), surveys, projects, individual learning plans, student learning portfolios, Raz-Kidz Plus and etc.

NWEA is a research-based, not-for-profit organization that supports students and educators worldwide by creating assessment solutions that precisely measure growth and proficiency—and provide insights to help tailor instruction.

MAP Reading Fluency is an adaptive universal screening and progress monitoring assessment for grades pre-K to 5. MAP Reading Fluency provides educators with comprehensive reports and actionable data to improve instructional decisions. With speech-recognition technology, group administration, and automatic scoring MAP Reading Fluency provides a clear view of early literacy skills and learning needs for all students. MAP Reading Fluency provides precise, reliable insights to support early readers while maximizing valuable instructional time.

Early Literacy and Mathematics Benchmark Assessments for grades K-2. Early Literacy and Mathematics Benchmark Assessments provide educators with essential information to guide student learning. In the fall, Early Literacy and Mathematics Benchmark Assessment pre-test measures student knowledge of what they will be learning during the whole year. In the winter and spring, data demonstrates what students learned through the school year, based on Michigan's academic standards in English language arts (ELA) and mathematics.

M-STEP Michigan Student Test of Educational Progress, or M-STEP, for grades 3 thru 8 is a computer-based assessment designed to gauge how well students are mastering state standards.

PSAT 8/9 This test provides ELA and mathematics assessments and scores of accountability for students in grade 8. PSAT 8 replaces the MSTEP for 8th grade students in the subjects of mathematics and ELA.



RUTHERFORD WINANS ACADEMY

Assessment results are used to identify student needs and design interventions to improve individual student performance.

Assessment data, evaluates the effectiveness of a curriculum, instruction and student mastery. The data is then used to adapt instruction to address the gaps. Evaluation and assessment can occur at all points along the continuum of the instructional process using rubrics, teacher observation, student interviews, portfolios, project and problem-based learning products. Informal assessments, as well as summative assessments yield valuable information about students' understanding of the concepts and mastery. It is important to compare student progress with self, peers locally, regionally, state-wide and nationally.

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ATTACHMENT H
EDUCATIONAL GOALS

Detroit Public Schools Community District Policy

Book – Policy Manual
Section – 5000 Students
Title - Grading
Number – po5421, po5420.01
Status – Active
Adopted Date – August 14, 2018

GRADING AND REPORT CARDS ADMINISTRATIVE GUIDELINES OVERVIEW

Purpose of Administrative Guideline

The Board recognizes its responsibility for providing a system of grading and reporting student achievement that can help the student, teachers, and parents judge properly how well the student is achieving the goals and outcomes of the District's program.

Purpose of Program

The District's grading system should be a reliable system and one that ensures each student's grades signify accurately his/her degree of accomplishment of those expected learning outcomes which are to be stated for each program at every grade level, pre- kindergarten through twelfth.

The assessment and grading system should be subject to continual review. Revisions shall be made only when such changes will assure a more clear, valid, or reliable system of grading.

The teacher responsible for a student's instruction in a particular course or program shall determine the student's grade. The grade may not be changed without the teacher's consent unless overruled in accordance with State law and administrative guidelines as described below.

Scope

Intended audience: All District teachers and administrators

Relevant activities: Assign grades, determine grading criteria, implement grade changes, and report grades

Contact Information

For questions, concerns or comments regarding the grading guidelines, contact the
Assistant Superintendent of Curriculum & Instruction at:
3011 W Grand Blvd, Detroit, MI 48202

Assistant Superintendent of Curriculum & Instruction

Beth Gonzalez

beth.gonzalez@detroitk12.org

(313) 873-3485

SECTION I

Assignments and Grade Composition

Starting with the 3rd week of the semester, teachers shall collect at least one to two grades per week per student on assignments that will be included in the student's final grade. Report card grades shall be based on the average of no less than 9 assignments per quarter. Students who were enrolled after the first week of the quarter would receive an equivalent number of grades (at minimum to the number of weeks they are in the course).

Teachers may assign weights to the value of each assignment at their discretion. Students' final grades may be based on in-class work, tests, quizzes, projects, completed homework, and participation. Participation grades and homework grades shall make up no more than 10% of a student's report card grade.

When appropriate, teachers should make every effort to modify assignments or assessments that are part of a student's final grade to meet their specific educational needs. The modification should allow the student to demonstrate their knowledge or skill without compromising the integrity of the assessment. Accommodations include things such as reading a math word problem aloud to a student, providing a student additional time to complete an assessment or assignment, or the opportunity to retake a quiz or test.

If a student does not complete an assessment/assignment, the teacher must provide two documented opportunities for the student to complete the assessment/assignment prior to assigning a grade of zero. Teachers should consider, as a best practice, the opportunity for students to be reassessed on content where they have earned a grade of F prior to the final report card grade.

Students who are enrolled in the course with 3 weeks (15 days) or fewer should receive a grade of "NC." Similarly, students who are "no-shows" should also be assigned an "NC." In both cases the grade will not affect their GPA but will indicate that the student did not complete the requirements of the course.

SECTION II

Grading Systems and Scales

A. Grades Kindergarten - 2

Academic Grades: Standards-based according to the following scale

E	=	Exceeds Expectations
M	=	Meets Expectations
A	=	Approaches Expectations
C	=	Area of Concern

Citizenship Grades:

3	=	Consistently
2	=	Occasionally
1	=	Rarely

B. Grades 3 through 12

Academic Grades (2020-2021 and beyond)

A	90 - 100%
B	80 - 89%
C	70 - 79%

G	50% - 69%
NC	Below 50%

Academic Grades (prior to 2020-2021):

A	90 - 100%
B	80 - 89%
C	70 - 79%
D	60 - 69%
F	Below 60%

Citizenship grades

Rating	Description	Criteria
1	Excellent	Maintains a very high level of self-discipline and exemplary classroom behavior
2	Satisfactory	Usually maintains an acceptable level of self-discipline and classroom behavior
3	Unsatisfactory / Poor citizenship	Frequently demonstrates a low level of self-discipline and/or inappropriate classroom behavior

C. Montessori Report Cards

Montessori Records Xpress (MRX) is an online record keeping system for Montessori Teachers. Detroit Public Schools Community District Montessori teachers use this system for record keeping, documenting student growth, and providing parents with a portal to monitor their children's academic and social progress. Montessori teachers are required to use this system as well as PowerSchool to report the progress of students.

D. GPA

For the purposes of calculating GPA, grades will be assigned the following values:

- A – 4 points
- B – 3 points
- C – 2 points
- D – 1 point

E. Pass/Fail

Letter grades may not be converted to Pass/Fail grades. By default, all courses are graded on a A-F scale and may not be converted to Pass/Fail. With prior authorization from the Assistant Superintendent of Curriculum and Instruction or his/her designee, a new course may be designed to use the Pass/Fail scale.

SECTION III

Record Keeping

Teachers shall maintain accurate and up-to-date records of students' grades in the PowerTeacher Pro gradebook. Grades will be published weekly as indicated above. Grades should be visible to students and parents/guardians through the Power School Application and family login. Teachers will return and post graded assignments to PowerTeacher Pro no more than 10 days after students have completed the assignment. Students' grades should be made available to

students and/or guardians in print upon request. Assessments or copies on which a student's grade is based should be returned to students or guardians in a timely fashion or kept available and provided if requested.

For details on setting up and using the PowerTeacher Pro gradebook see the resources available on the Student Information Services site: <https://detroitk12.sharepoint.com/sites/StudentInformationServices>

Principals may request these records when reviewing the final grades that teachers submit for students in courses or subjects.

SECTION IV

Report Cards and Progress Reports

For Grades 1-12, report cards will be distributed 2 times per semester, for a total of 4 times per year. Kindergarten students will receive 1 report card per semester. Teachers shall use the above grading scales to assign students a grade on their report card. Use the section *Step One: Assignments and Grade Composition* for guidance on what report card grades should be based on.

In addition to report cards, teachers should distribute progress reports no later than the 6th week of the grading period. Teachers shall also issue academic warnings to students who are in danger of earning a D or F. The student's guardian(s), counselor and/or principal shall receive a copy of the academic warning. This warning should be given with enough time for the student to be able to raise their grade before the end of the semester. A student will not be issued a grade of D or F without this prior communication.

This document along with any other criteria of assessing students, such as rubrics or grading scales, should be made available to students or guardians upon request.

Comments

Teachers shall provide at least 1 comment on each student's report card per quarter.

Course Recovery

When a student takes and passes a credit recovery course, the original "F" or "NC" is not removed from the transcript. The credit recovery course and its grade is manually added to the transcript. When calculating the GPA, the credit recovery grade is used and not the original "F" or "NC".

SECTION V

Request to change a student's grade

Follow the procedure below if a student and/or his/her parents request a change in a grade assigned by a teacher.

- A. The teacher is to be contacted by the student or parent to discuss the reasons the grade should be changed. If the teacher concurs, the grade change is made by the teacher and the principal is notified of the change.
- B. If a teacher does not concur in the grade change, the student or parent may request a meeting with the principal or designee. The principal shall arrange for the meeting which will include the teacher, the student and/or his/her parents, and the principal. If the student or parent requests an attorney be present, the District's attorney may also be in attendance. If the student and/or parent comes to the meeting with an attorney without previously informing the principal that their attorney would be present, the hearing shall be rescheduled to a date when the School District's attorney can also be present.
- C. The principal will chair the meeting and inform participants of the meeting guidelines:
 1. The student and/or parent will present reasons for the grade change.
 2. The teacher will present reasons for the continuance of the grade.

3. The principal and attorneys (if present) may question both parties while both are in attendance.
4. Upon completion of the questions, the meeting will recess while the principal (without the presence of the school attorney) deliberates.
5. The principal will reconvene the meeting with all parties present and announce his/her decision. The principal will make the ultimate decision to change student's grade.

As stated above, Principals may request these records when reviewing the final grades that teachers submit for students in courses or subjects. If a teacher's records do not support the grade assigned to student(s), the Principal may hold a conference to review these grades with the teacher. The principal will make the ultimate decision to change student's grade.

A teacher may submit an appeal regarding the principal's decision to change a grade to the Assistant Superintendent of their Cohort. The teacher must present evidence and the Assistant Superintendent of their Cohort will make the ultimate decision regarding the grade change.

Change History

VERSION	EDITS OR ADDITIONS	AUTHORIZATION	EFFECTIVE DATE
1.	First version of Administrative Guide created		11/21/2019
2.	Revised grading scales and enrollment date guidance		3/24/2021
3.
4.

ATTACHMENT I
EDUCATIONAL PROGRAM



RUTHERFORD WINANS ACADEMY

Educational Program

Rutherford Winans Academy (“RWA” or the “Academy”) is a school-wide Title I charter school located on the westside of Detroit, Michigan, serving 200 students in Kindergarten through Eighth Grade, with 98.9% eligible for free and reduced lunch. The Academy serves students who live in the Detroit Metropolitan area of which 89% of the students live within a 1 to 2-mile radius of the Academy. The Academy’s students are 98% African American.

The population of Wayne County, in which the proposed Public-School Academy is proposed to be located as of 2019 is 1.7 million people. The Rutherford Winans Academy (“RWA” or the “Academy”) student population matriculates from the surrounding westside Detroit community. The Academy’s unique location allows it to attract students from our local neighborhood. Rutherford Winans Academy will serve Kindergarten-Eighth Grade of which time there are no students identified on waiting lists among the schools located near Rutherford Winans Academy.

The number of schools in proximity to the location of the proposed Public School Academy that are on the list under section 1280c(1) of the public schools in this state that the department has determined to be among the lowest achieving 5% of all public schools in this state is not made public for the current school year. Schools in Rutherford Winans Academy include YES Academy, Old Redford, FLICS, Ludington, Emerson, and MacDowell.

Rutherford Winans will host its first 8th grade graduation/promotion during 2021-2022 school year. The average graduation rate of the high schools in the surrounding district of RWA (Jalen Rose Leadership Academy, Henry Ford High School, Cornerstone Health & Technology, Old Redford High, and Renaissance High School is 92%.

The Academy has serviced the surrounding community for more than 25 years. In addition to meeting the educational needs of the community, the Academy has committed to working with social organizations to provide accessible services to not only our students but their families and community stakeholders as well. Those services have included, but not limited to, a three-year on campus clinic, health fairs, University support from Madonna and Oakland Universities, academic help for parents, financial literacy, safety awareness, and several other community-based programs.

While many schools serve students in the city of Detroit, the need for a strong neighborhood school is very critical. Effective neighborhood schools attract families and businesses boosting the local economy; families build better relationships with other families in their community; the school helps function as a community center, offering opportunities that build the health and wellbeing of residents; families can more likely connect with teachers and contribute as school volunteers and leaders. RWA historically provides distinctive approach to building strong schools and communities as evident below:

- The Academy’s history and legacy from the outgrowth of the Rutherford Winans Academy.
- The Academy’s longevity, which began as a Detroit public school in 1960s as a neighborhood school, focused on serving the community, eventually chartered in July of 2012.
- Prior to the chartering of the school, the school was in danger of closing its doors under DPS due to poor academic performance and was placed on the priority list. RWA committed to taking on the challenge of restoring the neighborhood school back to greatness, and in the 3rd year of taking over the school, RWA was voted one of the most improved schools in the city and was removed off the priority list the following



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year.

- School-community partnerships that have fostered over the past decade. We have worked in partnership with businesses, faith-based organizations, and universities to support our student learning during and after school.
- The Academy's rich legacy in terms of alumni who have gone on to matriculate to top area high schools.
- The Academy's continued influence on its alumni, as evidenced by alumni who have enrolled their children at the Academy. Currently, our enrollment includes approximately 25% of alumni children.

Unique Educational Features, Services, or Resources Available

While many schools serve students in the city of Detroit, what sets RWA apart is the strong school-community partnerships that have fostered over the past decade. We have worked in partnership with businesses, faith-based organizations, and universities to support our student learning during and after school. Majority of our partnerships are intentional with the focus of the students being exposed to different careers and/or complementing the academic curriculum with a wide range of services and activities that may not be available during the school day. This also facilitates access to a range of learning opportunities and developmental supports, providing opportunities for students and teachers alike to experiment with new approaches to teaching and learning. When schools and community organizations work together to support learning, everyone benefits. Partnerships serve as a catalyst to strengthen, support, and even transform communities resulting in improved program quality, more efficient use of resources, and better alignment of goals and curricula (Harvard Family Research Project, 2010).

More importantly, what sets RWA apart, is the board's dedication to serving the most vulnerable students, regardless of socio-economic or academic challenges. The academy engages a family and community approach, where everyone is responsible for working with the community members, students, parents, and teachers to assess current needs and to provide solutions for those needs. To that end, the Board prides itself on creating an environment where students from failing schools have joined our community and have found success. The Academy has become known as a safe space for students and families who require a holistic approach to education.

A description of the vision with a related mission statement.

Vision:

To expose students to endless opportunities through academics

Mission:

To prepare students as lifelong learners in pursuit of academics, the world of college, careers, and diverse pathways of life.

The Academy believes that education is the foundation for each child to achieve greatness. At RWA, the goal is to prepare students to become great thinkers, learners, and productive citizens. RWA is unique because it caters to the characteristics and diverse learning needs of its students. Rutherford Winans believes that with individualized attention and guidance from caring and supportive teachers, all students can and will demonstrate mastery over challenging subjects. Academy staff prepares students for college, career, and civic life.



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Statement of Beliefs:

Rutherford Winans Academy believes:

- Students can thrive in a school culture where academic rigor and success for all students are possible. Thus, the Academy believes in its ability to establish an opportunity driven school where students are prepared for entering college, professional career force and/or contributing to the world.
- Fostering a result-focused learning environment that includes fast responsive planning for the needs of individual students which is vital to ensuring overall success.
- Building the capacity of our parents and staff to deliver high quality instructional support and civic goals will increase performance outcomes for students. Partnerships with community organization, staff, students, and parents will help students reach academic success.
- School leaders are committed to cooperative leadership, generating a reflective, equity-inspired, achievement-based philosophy of learning focused upon academic development and achievement for every student.
- The school and community partnerships play a vital role in exposing our students to different meaningful educational experience that will allow students to reach their highest potential.

Mission Development:

The mission statement was developed collectively by students, parents, staff, and community members associated with the school to provide insight and feedback. We gathered all data points of the school that allowed us to identify top issues, strengths, and opportunities for growth within our school community. We collectively looked ahead to the future, and in order to develop the mission statement of the school, we asked what steps are needed to achieve the vision. Several edits of the mission statement were given to all stakeholders for feedback until we had 95% of the stakeholders buy-in.

Research based Mission, Vision, and Beliefs:

The Mission, Vision and Beliefs are woven into three distinct components that embodies the pillars of the academy, (Pursuit Academic Excellence, College and Careers and Lifelong learners/Productive Citizens) and they are integrated into the culture of the school in the following ways:

Pursuit of Academic Excellence (Problem Solving)

- Research based best practices integrated in instruction.
- Student Achievement Results
- Student Learning Portfolios
- Technology Integration
- Student work displayed
- Continuous monitoring of data
- Progress monitoring of School Improvement goals
- Skill Building Opportunities
- Quarterly Progress Reports
- Recognition of Academic Excellence (i.e. Honor Assemblies, Honor Society)
- Student Lead Achievement Data
- Student Parent Teacher Conferences



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College and Careers (Decision Making)

- Daily performing arts instruction integrated into school schedule
- Students' arts performances assessed daily for excellence
- Technology integration
- Local, regional, state, and international job embedded opportunities
- Showcases of Professional Careers
- Student learning Portfolios
- End of semester and end of year reflection on potential career path
- Presentations made by local and out of state Colleges and Universities
- Student Career and College Portfolios
- Interest Inventory

Lifelong Learners and Productive Citizens (Coping Skills)

- Winans Academy Creed/Affirmation recited daily by the student body during Morning Meeting and class community time lead by students
- Community service initiatives and engagement
- Character Building events
- Student Citizenship and leadership roles in the school and community
- Family workshops
- Award Ceremonies
- Student uniforms help to create a sense of community.
- Student initiated and led Restorative Justice meetings
- Social and Emotional workshops
- Weekly Morning SEL assemblies

Our Mission, Vision and Beliefs reflect the current educational practices or research such as rigor and relevance, social emotional needs, career explorations, college readiness, etc. For instance, our belief ".....a school culture where academic rigor and success for all students." Students are more willing to challenge themselves when they engage in meaningful work. Students need to investigate issues they relate to, or practice art forms they find relevant and exciting. When students have something, they can relate to, and stimulates their passions, learning and life connections become meaningful. To increase rigor, we must assess our levels of relevance. Incorporating many layers of choice allows students to gravitate toward their own most inspired path.

Our mission statement, "to prepare students as lifelong learners in pursuit of academics, the world of college, careers, and diverse pathways of life." Statewide initiatives also encourage Middle school students to create college and career plans, engage in short-term career exploration courses, with an opportunity to understand the variety of jobs available to the public at large. We are committed to that success. Our kindergarteners and emerging elementary learners rarely engage with focused career exploration lessons, as they are busy learning the fundamentals of literacy and math through cooperative learning practices. However, research shows that students as young as fifth grade (10 years old) have already started narrowing down career options and identifying early career aspirations, even though they've hardly had time to explore the ever-changing world of work. As a result, career exploration must start early, and it can start as early as kindergarten which is the development of elementary aged children's career aspirations and expectations.¹

¹ Auger, R. W., Blackhurst, A. E., & Wahl, K. H. (2005) Professional School Counseling, 8(4), 322-329



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In addition, Social Emotional Learning (SEL) along with the Framework for 21st Century Learning is also included in our infrastructure which defines and illustrates the skills and knowledge students need to succeed in work, life, and citizenship, as well as the support systems necessary for 21st century learning outcomes.²

Pillars of the Academy:

Rutherford Winans Academy educational program promotes student proficiency in problem-solving, decision making, and coping skills which make up the pillars of the Academy: curriculum, classroom management, individualized learning, and code of conduct. Utilizing the pillars, the Academy has been able to build on strategies students have acquired every year to improve scores over time.

Problem Solving:

The Academy believes students will encounter problems that are complex, common and not well-defined and lack a clear solution and approach. As such, the educational program allows for students to strengthen their problem-solving ability by applying different strategies to solve these problems. Since problem-solving skills do not develop naturally, they need to be explicitly taught in a way that can be transferred across multiple settings and contexts. Research shows that just because students know the strategies does not mean that they will engage in the appropriate strategy. Therefore, the Academy provides opportunities where students can explicitly practice learning how, when, where and why they should utilize a particular approach. Based on this process, it is expected that students will become self-directed learners.

Decision Making:

Students make decisions every day, and students understand that their competence and character will be judged based on the choices they make. Students should demonstrate the ability to employ critical and creative thinking skills to solve problems and make rational, ethical and practical determinations that produce the best possible results. This process gives students the ability to make decisions individually or collaboratively to improve their quality of life. The decision-making model involves five necessary steps:

1. Students identify a problem to be solved
2. Brainstorm options
3. Identify if they need help making the decision
4. Make the decision
5. Describe the outcome of the decision

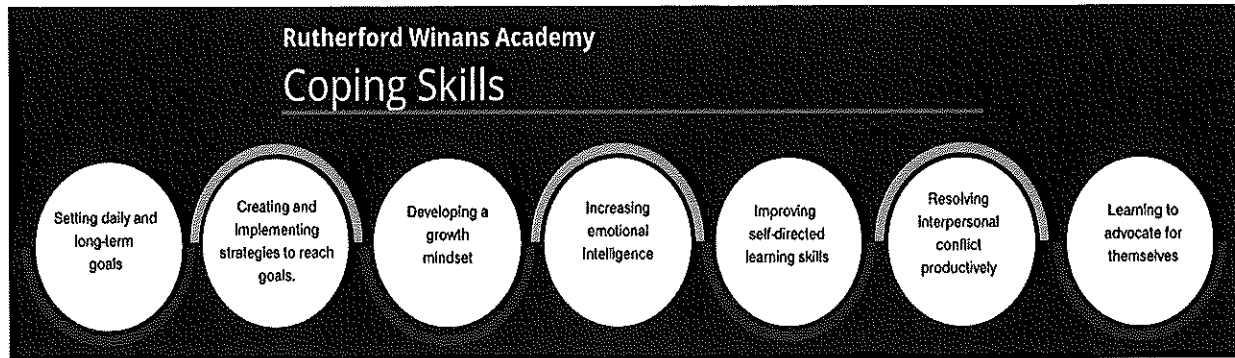
Coping Skills:

Rutherford Winans Academy educational program promotes character traits and restorative discipline practices. Students work with Teacher, Mentors, and deans, to master habits of success, including:

² (<http://www.p21.org/our-work/p21-framework>) and (https://www.michigan.gov/mde/0,4615,7-140-74638_72831_72834-361321--,00.html#one)



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Monuments of the Academy:

The monuments of the education program are specific grade level looping, personalized student learning profiles, data-driven instruction, and student culture.

Specific Grade Level Looping

The grade level looping strategy allows students to remain with the same teacher for two years in 1st and 2nd grades and three years in 3rd through 5th grade. Based on the Academy's experience with looping, there has been an increase in test scores, improvement in behavior and a strong parent/teacher relationship. Also, there has been an increase in student retention resulting from looping. "Long term teacher/student relationships improve...student performance." (George, 1987).

Personalized Student Learning Profile

The Academy believes that its work begins with staff understanding the individual needs of students. Through a regular and systematic assessment of each student's work, each student has a personalized and evolving learning profile based on the Multi-Tier System of Support (MTSS). This profile drives instructional practices for the staff and the goals of targeted intervention and enrichment offered daily to the student as a fully integrated part of their schedules. The RWA program model includes tiered interventions in the areas of reading and math, within the general education program. Some critical supports in the tiered approach, such as Guided Reading and integrated tutorial block, are presented in this section, as they are fundamental to the academic program.

Data Driven Instructions

RWA utilizes a robust data-cycle to identify student needs and target instruction accordingly. The instructional model allows for this personalized approach in Tier I core instruction as well as through more intensive Tier II and Tier III interventions. Each student has a Personalized Learning Profile throughout his or her years at the Academy. It contains vital information, including internal and external assessment results, skills gaps and goals, and action steps in response to the data. Our data profiles drive instructional practices during core classes and guide the implementation of targeted intervention and enrichment offered daily to students as a fully integrated part of their schedules. Students and teachers update the profile each quarter to include new assessment data, student goals, and appropriate action steps. In the homeroom teachers/advisors explicitly teach students how to understand what the data tells them about their progress, how to reflect on their progress and identify gaps and strengths, and how to address these through specific steps and decisions that become their action plan. Then, teachers have individual and small group discussions with students to help them design their plans, which is shared with families and placed in the Personalized Student Learning Profile.



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Student Culture

The Academy emphasizes strong personal character and accountability that encourage students in character education and using core values of the school. This approach to character development creates a culture within the Academy conducive to teaching and learning, and it makes parents and educators true collaborators in the learning process.

Educational Goals: demonstrating improved academic achievement for all groups of students and a plan for measuring each goal.

Rutherford Winans Academy Educational Goals are summed up into three targeted areas: Value of academic Achievement, (2) Results Focused Learning, and (3) Opportunity Driven.

Goal #1 Establish a school that demonstrates the value of academic achievement in all Core Content Areas (English Language Arts, Mathematics, Social Studies and Science).

Evidence of Success:

Rutherford Winans Academy has been recognized as the Most Improved Elementary School in 2019 on the Michigan Contacts and Performance Report Card. A tremendous demonstration of its commitment to establishing a school where academics in the core subjects are prioritized. *Context and Performance Report Card Scores:*

2009- 2015 CAP Score	95.61
2016-2019 CAP Score	108.87
Growth Change	13.27

Evidence of Success:

Solid Rock Management Company inherited Rutherford Winans Academy from Detroit Public School District in 2012 as a low performing school in need of improvement. The school was placed on the priority lists within the 3 months of its inception. Four-years later RWA was removed from the state's priority list with Detroit Public School showcasing their achievement with continuous walk-through observations and data analysis in respect to the school's consistent progress.

Evidence of Success:

Solid Rock Management Company received Rutherford Winans Academy as a K-5 school. Over the course of a five-year period Rutherford Winans Academy has shown some gains in academics in core contents as evident in the M-STEP data charts (Appendix A). The gains of Rutherford Winans Academy have resulted in the school growing from K-5 to a K-8 educational institution in the 2021-2022 school year.

Goal #2 Foster a result-focused learning environment that includes fast responsive planning for the needs of individual students.

Evidence of Success

Solid Rock Management utilized a Succession Planning recruitment process as a transition strategy from Clara B. Rutherford Academy under DPSCD to Rutherford Winans Academy under their management. The success is evidenced in their ability to obtain a teacher buy-in of new staff for an underperforming school with marginal teacher turnover over a 5-year period. In addition, a Curriculum and Leadership team who possessed the skills to establish and maintain a result-focused learning environment was vetted and remains the first models of its succession planning.



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Evidence of Success

RWA's Administrators and Curriculum Team uses its data protocols to respond quickly to differentiating instruction, tiered learning, and adjusting student learning portfolios. Data teaming process enables teachers, in collaboration with coaches and principal, to modify curriculum and instructional strategies based on the analysis of student data and achieve identified curricular goals. Every teacher is trained to teach grade level standards simultaneously with intervention thereby creating a unique learning plan for parents and students to follow. This process has been the force behind the school's ability to maintain consistent achievement outcomes. This curriculum team will continue its momentum through a documented process to ensure continuity of best practices.

Goal #3 Establish an opportunity driven school where students are exposed to the world of college, careers, and diverse pathways of life.

Evidence of Success:

Exposure to the world of college, careers, and diverse pathways in life is critical to the neighborhood in which we serve. RWA has made it their responsibility to guarantee that students will know the possibilities and have the confidence to pursue them. The long-term Detroit Metropolitan stakeholders and the impact partnerships shows the positive impact this goal has on student growth and achievements.

- Students were featured in the Michigan Chronicles for academic success two consecutive years after winning NBA Math Hoops, a fast-paced board game that teaches students fundamental math skills through basketball statistics. The NBA Math Hoops curriculum is tied to Common Core State Standards. Rutherford students came in 1st place in the Ohio NBA Math Hoops Tournament.
- Students were featured on the Fox Sports and Ohio News channels for earning 1st place in the tournament. Rutherford students were allowed to host the NBA Math Hoops Tournament at the Palace representing the Detroit Pistons.
- Pink Butterflies which expose RWA young ladies to many different career paths. The young ladies have a full day of learning about different career paths for women such as firefighters, police officers, athletes, computer analysts and other career avenues.
- Fifth Third Bank Young Bankers Club where 5th graders are engaged in financial literacy, banking, stock market, and the principles of money.
- Two teams from Rutherford Winans participated in the Academic games tournament. The 5th grade team placed 1st place with the 3rd and 4th grade team placing 3rd for their first time entering the tournament.
- Bricks 4 Kidz which engaged students through STEM and STEAM careers using project based learning.
- Madonna University Nursing Students engaged students in physical and health education as well as tutoring support.
- RWA students participated in "Run Detroit" a health and fitness program run by the Nursing Program from Wayne State University.

Plan for Measuring Goals

Goal #1 Establish a school that demonstrates the value of academic achievement in all Core Content Areas (English Language Arts, Mathematics, Social Studies and Science).



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Measure 1: The academic achievement of all students who have been at the academy for one or more years 1 in grades 3-8 will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard	The percentage of students meeting and exceeding grade level national norms on NWEA, MAP Reading and Math MAP administered in the spring	Exceeds: 70% and higher Meets: 50% and higher Approaching: 30% and higher Did not meet: less than 30%	50%
<i>In the event the performance against the standard falls below these requirements, measurable progress towards the achievement of this goal will be defined using the following targets below.</i>			
Over Time	The percentage of students meeting or exceeding grade level national norms over time. (CY - AVG(Py1+PY2+PY3))	Exceeds: 6.0 and higher Meets: 3.0 and higher Approaching: 1.0 and higher Did not meet: less than 1.0	3.0%
Comparison Measure	The percentage of students meeting or exceeding the schools Composite Resident District percentages	Exceeds: 10.0 and higher Meets: 5.0 and higher Approaching: 0.0 and higher Did not meet: less than 1.0	5.0%

Measure 2: The academic growth of all eligible students in grades 3-8 at the Academy will be assessed using the following measures and targets below:

Sub Indicator	Measure	Metric	Target
Against a Standard	The median of student's growth percentiles MGP reflecting fall to spring scaled score on Math and Reading norms on NWEA assessments.	MGP Exceeds: 65th % and higher Meets: 50th and higher Approaching: 45th and higher Did not meet: less than 45th	50% in both Math and Reading
<i>In the event the performance against the standard falls below these requirements, measurable progress towards the achievement of this goal will be defined using the following targets below.</i>			
Over Time	The percentage of students' growth at least 1 year growth over time. (CY -AVG(Py1+PY2+PY3))	Exceeds: 6.0 and higher Meets: 3.0 and higher Approaching: 1.0 and higher Did not meet: less than 1.0	3.0%
Comparison Measure	The MGP reflects growth on the two most recent state assessments that will exceed the schools CRD.	Exceeds: 10.0 and higher Meets: 5.0 and higher Approaching: 0.0 and higher Did not meet: less than 1.0	5.0%
<p><i>MGP: Median Growth Percentiles reflecting fall to spring scaled score growth</i> <i>CY: Current year, PY: Previous year</i> <i>MGP : Median Growth Percentile (MGP) summarizes student growth rates by school or grade level. The median is calculated by taking the individual student growth percentile for all students in applicable grade levels in a school, ordering them from lowest to highest and identifying the middle score. The MGP indicates how well a school is doing on delivering high-quality academics compared to other schools nationwide</i> <i>(CY -AVG(Py1+PY2+PY3): Current school (CY) year scores minus the average (AVG) of past years scores (PY1, PY2, PY3)</i></p>			

Goal #2 Foster a result-focused learning environment that includes fast responsive planning for the needs of individual students.

- Professional Learning Communities
- Tiered Learning Process / MTSS (i.e. skill building, social emotional learning)



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- Lesson Planning (evidence would be frequent checks)
- Instructional Observation
- School wide data charting
- Annual Data analysis (Instructional Framework)
- Social Emotional Learning

Goal #3 Establish an opportunity driven school where students are exposed to the world of college, careers, and diverse pathways of life.

- 100% of 8th graders students completed their Educational Development Plan (EDP)
- 80% of students body has completed their grade level EDPs
- Personalized Learning Environment
- Established Industry Partnership
- Career Exploration and Guidance
- High Quality curriculum and instruction
- Parental and academic Support



RUTHERFORD WINANS ACADEMY

Description of Curriculum

Overview of Standards students will achieve at each level.

Rutherford Winans Academy implements a standard- aligned curriculum according to the state of Michigan Educational Standards. We define curriculum as referring to the specific learning standards, lessons and academic content taught in our school at each grade level and within each content. Our program and curriculum resources are embedded in Michigan Common Core and Next Generation Science Standards and the chart shows the progression through the common core standards students will achieve at each grade level.

Core Academic	K	1st	2nd	3rd	4th	5th	6th	7th	8th
General Science	☆	☆	☆	☆	☆	☆	☆	☆	☆
Physical Science					☆	☆	☆	☆	☆
Life Science					☆	☆	☆	☆	☆
Earth and Space					☆	☆	☆	☆	☆
Engineering & Designs	☆	☆	☆			☆	☆	☆	☆

Mathematics	K	1st	2nd	3rd	4th	5th	6th	7th	8th
Counting and Cardinality	☆							☆	
Operations & Algebraic Thinking	☆	☆	☆	☆	☆	☆	☆		
Numbers & Operation <u>In</u> Base Ten	☆	☆	☆	☆	☆	☆	☆		
Measurement & Data	☆	☆	☆	☆	☆	☆	☆		
Geometry	☆	☆	☆	☆	☆	☆	☆	☆	☆
Numbers & Operations Fractions				☆		☆	☆		
Ratios & Proportional Relationships							☆	☆	
The Number System							☆	☆	☆
Expressions & Equations							☆	☆	☆
Statistics & Probability							☆	☆	☆
Functions									☆

English Language Arts	K	1st	2nd	3rd	4th	5th	6th	7th	8th
	☆	☆	☆	☆	☆	☆	☆	☆	☆

Social Studies	K	1st	2nd	3rd	4th	5th	6th	7th	8th
History									☆
World History & Geography									
Civics & Economics									
US History & Geography									
Finance & Speech									

Health & Physical Education	K	1st	2nd	3rd	4th	5th	6th	7th	8th
	☆	☆	☆	☆	☆	☆	☆	☆	☆



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Methods of Assessing Standard at each grade level

RWA uses the following local, state, and national assessments: NWEA, MAP Reading Growth Fluency, MSTEP, MI-Access, and PSAT. Formative assessments are derived from utilizing the curriculum for all content areas i.e., writing portfolios, rubrics, conferencing (peer/teacher/group), surveys, projects, individual learning plans, student learning portfolios, Fountas & Pinnell, Raz-Kidz Plus and etc.

RWA will ensure alignment with state requirements.

The Academy acknowledges an effective curriculum and the dynamics of teaching and learning change rapidly. Our curriculum development cycle ends and then begins with an evaluation of the impact of the whole academic program on student growth and matriculation.

Our Curriculum Instruction and Assessment (CIA) Continuum Model, Data Protocols and Results-driven learning environment has been adopted as the district-wide model to ensure a Standards - Aligned curriculum is implemented and evaluated according to state standards and accountability measures. CIA incorporates the standards for the continuous linkage between the series of critical components of Curriculum, Instruction and Assessment elements which are necessary for the successful implementation, monitoring, and reviewing of our model.

Additionally, the usage of surveys, focused discussions and professional learning community meetings, the Curriculum Instruction and Assessment team gathers data on perceptions of program strengths, weaknesses, needs, preferences for resources and other materials, and topics or objectives and their impact and student learning and teacher delivery. This information is collected from data that represents overall student performance that is linked closely to daily instruction. This approach ensures that the Academy will remain current with the trends of curriculum development and the adoption of best practices in teaching and learning.

The curriculum efficacy and alignment will also be measured according to the results of benchmark and standardized testing, individual student growth, administrative oversight and satisfaction, and a comprehensive needs assessment. Continuous quality improvement of curriculum and instructional delivery should be evident through varied levels of accountability and monitoring, including curriculum alignment, collaborative leadership structures, school improvement tactics, qualitative evaluation of instruction and implementation, multi-tier data collection methods, meaningful professional learning, and consistent involvement of stakeholders in all aspects of the educational program.

In the elementary school students are exposed to many real-world, hands-on activities. During these formative years at RWA, students rely heavily on inquiry and sensory based learning and problem-solving. In so doing, curriculum is concentrated on our students gaining a solid foundation of standards, cross-content applications; and concrete skills that lead to a readiness and more abstract concepts in the future for 3rd-5th grade. We place a lot of attention at the primary grades, because if the foundation of learning is not strong, the potential for students to struggle in years thereafter is increased.

In 3rd-5th grade RWA curriculum is delivered to establish conceptual understandings in the core contents with the goal of readiness for middle school shifts in educational standards. Opportunities for real-life connections that make the standards meaningful are emphasized, in so doing students are more engaged, opportunities are given, and vertical results can be tracked. Curriculum will be delivered to 6th-8th graders through intense standards



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alignment, cross-content understandings, and applications. Students will be engaged in procedural, conceptual, and problem-solving. Rigor will be applied strategically in getting students prepared for high school, college, and careers.

Students in RWA are taught language arts using the balanced literacy model which includes guided reading and writing. The mathematics program has an embedded concentration on procedural, conceptual, and student-centered practices that ensures continuity and constant exposure to the concepts. Science and History Alive along with interactive curriculum resource kits add creative opportunities to engage students in not only the learning of content but also in making real-life connections to career and world.

Each teacher and support staff member are required to turn in monthly lesson plans that include the following approaches and strategies. Each of these approaches will provide rigor and academic success for our students as identified in our beliefs.

- a. Active Learning- Active learning is learning which engages and challenges children's thinking using real-life and imaginary situations.
- b. Cooperative and Collaborative Learning- learning is frequently most effective when learners have the opportunity to think and talk together, to discuss ideas, question, analyses and solve problems, without the constant mediation of the teacher.
- c. Mobile Learning - Mobile Learning is any type of learning that happens when the learner is not at a fixed location.
- d. Learner-Centered Teaching - Learner-Centered teaching means the student is at the center of learning. The student assumes the responsibility for learning while the instructor is responsible for facilitating the learning.
- e. Games/Experiments/Simulations - Games, experiments and simulations can be rich learning environments for students. Students today have grown up playing games and using interactive tools such as the Internet, phones, and other appliances. Games and simulations.
- f. Enable students to solve real-world problems in a safe environment and enjoy themselves while doing so.
- g. Discussion Strategies - Engaging students in discussion deepens their learning and motivation by propelling them to develop their own views and hear their own voices. A good environment for interaction is the first step in encouraging students to talk.
- h. Experiential Learning - Experiential learning is an approach to education that focuses on "learning by doing," on the participant's subjective experience. The role of the educator is to design "direct experiences" that include preparatory and reflective exercises.
- i. Inquiry-Guided Learning - With the inquiry method of instruction, students arrive at an understanding of concepts by themselves and the responsibility for learning rests with them. This method encourages students to build research skills that can be used throughout their educational experiences.

All students are provided the opportunity to attain knowledge and skills as indicated in the written curriculum and described by state and national standards, both in core and non-core subject areas.



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All students are provided an educational environment that is conducive to learning and teaching that enhances the progress of the student. In meeting the needs of all students (general education, students with special educational needs, gifted & talented, and economically disadvantaged). RWA provides well-rounded curriculum in Mathematics, Language Arts, Science, Social Studies and Career Exploration in alignment with state and national standards. To this end, opportunities are provided through tiered instruction, after school tutoring, and summer intervention.

RWA uses pre/post assessment data to differentiate classroom instruction. Teachers are required to incorporate modifications, adaptations, and acceleration in their Instructional Lesson Plans to reach all learners.

- a. Modifications- differentiated lessons for students with an individual educational plan (IEP).
- b. Adaptations- differentiated lessons for students without an individual educational plan (IEP) because mastery was not attained.
- c. Accelerations- differentiated lessons for students that exhibit mastery of a concept at the 80% threshold.

The district uses several types of assessments. The following measures of assessments will provide an authentic evaluation of pupils' achievement, skills, and competencies:

- Writing Portfolios
- Educational Development Plans
- Rubrics
- Conferencing (peer/teacher/group)
- Surveys
- Projects
- Individual Learning Plans
- Standards-Based Mastery
- Authentic Assessments
- Interactive Response Systems
- Local, State and National Assessments

Method of Evaluation

The Academy acknowledges an effective curriculum and the dynamics of teaching and learning change rapidly. Our curriculum development cycle ends and then begins with an evaluation of the impact of the program on student growth and matriculation.

Our Effective Curriculum Instruction and Assessment Continuum Model has been adopted as the district-wide model for incorporating the standards for the continuous linkage between the series of critical components of Curriculum, Instruction and Assessment (CIA) elements which are necessary for the successful implementation, monitoring, and reviewing of the Education Program.

Additionally, the usage of surveys, focused discussions and professional learning community meetings, the Curriculum Instruction and Assessment team periodically gathers data on perceptions of program strengths, weaknesses, needs, preferences for resources and other materials. This information is collected from data that represents overall student performance that is linked closely to daily instruction. This approach ensures that the Academy will remain current with the trends of curriculum development and the adoption of best practices in teaching and learning.



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The curriculum efficacy will also be measured according to the results of standardized testing, individual student growth, administrative over-site and satisfaction, and a comprehensive needs assessment. Continuous quality improvement of curriculum and instructional delivery should be evident through varied levels of accountability and monitoring, including curriculum alignment, collaborative leadership structures, school improvement tactics, qualitative evaluation of instruction and implementation, multi-tier data collection methods, meaningful professional learning, and consistent involvement of stakeholders in all aspects of the educational program.

- Walkthrough Observations: Curriculum coaches and administrators objectively observe classrooms for specific areas
- Formal and Informal Evaluations: Administrators evaluate instruction, classroom management, and overall effectiveness.
- Perception Surveys: Students and parents are asked questions about rigor and communication of the teacher.
- Self-Evaluations: Teacher develops his/her own professional learning goals.

Description of what is done for Evaluation Support: After evaluation process (teacher evaluations, walkthroughs) a review of the School Improvement Plan is had to determine if RWA Education Program is aligned.

Written Curriculum

The Written Curriculum is consistent with the Educational Program as written above.

The written curriculum is guided by local, state, and national regulatory laws that align with the Academy's targeted educational goals. Curriculum mapping as well as scope and sequence are utilized to ensure that all teachers are on pace and all students are meeting guidelines. By establishing, modifying, and using pacing guides which are based on content standards, instructional facilitators determine what students are expected to know and when the objectives are conveyed based on the content expectations at each grade level. Educators are then expected to instruct the students, using the curriculum, following the developed timelines.

The curriculum provides learners with a sequential course of study aligned with the national and state expectations (*see chart in section 5 of Curriculum above*). Implementation, of an inquiry-based learning program which integrates thematic units, the use of research-based instruction and best practices, and assessment results are used to drive instruction, is guided by a student-centered learning pedagogy. The curriculum is a responsive teaching model for culturally relevant teaching in the differentiated classroom.

Instructional strategies

We believe instruction emulates a way the instructors are facilitators. Instructors deliver content using a clear and concise methodology that is driven by data. The environment is positive both emotionally and socially. The classroom is student-centered where the students take ownership of their learning. Instruction uses effective research-based strategies that are systematically conveyed, culturally relevant, rigorous and engages relationships. The classroom activates prior knowledge, is differentiated, and meets the needs of all students for mastery and real-life application.

Each teacher and support staff member are required to turn in monthly Instructional Strategy Plans (Lesson Plans) including the following components: Overall standard in each subject area; Daily objectives; Common Core Standards, Procedures; Resources; Essential Questions; Acceleration, Adaptation, & Accommodation (IEP Modifications); Real-Life Relevancy; and Assessments. Plans are to show evidence of Bloom's Taxonomy; Multiple Intelligences; monthly instructional Focus; and meaningful Homework.



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We focus on the following essential areas of Instruction: Fluency, Comprehension, Content Connections across disciplines, Vocabulary Knowledge; Domain-specific content knowledge; Higher-level reasoning and thinking skills; Real-life explorations, and Cognitive strategies that can be applied to enhance comprehension of all contents, and motivation and engagement.

- a. Anchor Charting of Strategies
- b. Practice: Procedures, Fluency, Discussions
- c. Summarizing and Note Taking Format
- d. Setting Objectives and Providing Feedback
- e. Data Driven Instruction
- f. Bell-to-Bell Instruction
- g. Weekly Career Exploration
- h. Teacher Modeling
- i. Use of Multimedia Instruction

Instructional resources and tools

Rutherford Winans Academy (RWA) K-8 school uses the following curriculum resources:

Wonders - Connect Ed - McGraw Hill K-6th Grade:

Wonders is designed to foster a love of reading in all children. By providing a comprehensive set of connected resources for all learners in grades K–6, Wonders offers elementary school educators the ability to adapt instruction with confidence as students grow. Our focus on teaching the whole child—and every child—prepares students to be lifelong learners and critical thinkers.

Combining the work of literacy experts with research on social emotional learning, Wonders helps you strengthen skills, bolster learning, and encourage independence, enhancing the important and inspiring work you do in your elementary school classroom, every day.

StudySync - McGraw Hill 7th -8th Grade:

StudySync is a complete ELA curriculum designed to meet the rigorous academic needs of today's classroom. In print or online, StudySync is designed to engage every student, because every student deserves the same opportunity and access in the classroom, regardless of his or her native language, learning level or physical, social, and emotional ability.

Integrated Reading & Writing: StudySync's unique blend of contemporary and classic literature comes together with the program's rigorous reading routines to dynamically instruct students toward mastery.

Embedded Skills Lessons: Skill lessons ensure students build foundational language and comprehension skills, as well as reading, writing, and research on inquiry skills every day.

Eureka Math (K-8):

Eureka Math is a complete, PreK through 12 curriculum that carefully sequences the mathematical progressions into expertly crafted modules. Eureka Math provides educators with a comprehensive curriculum, in-depth professional development, books, and support materials. When implemented faithfully, Eureka Math will dramatically reduce gaps in student learning, instill persistence in problem solving, and prepare students to understand advanced math. Eureka Math was developed specifically to meet the new standards and is the only comprehensive curriculum fully aligned with the standards for grades K thru 8.

Inspired Science (K-8):

Inspire Science is designed to help spark students' curiosity and empower them to ask more questions, think more



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critically, and generate innovative ideas. Students bring solutions to everyday challenges through inquiry-based, hands-on investigations of real-world phenomena.

Inspire Science is built with the proven 5E (Engage, Explore, Explain, Elaborate and Evaluate) instructional framework that provides an in-depth, collaborative, evidence-based, and project-based learning experience to help you put your PreK–12 Science students on the path to career and college readiness.

IMPACT Social Studies (K thru 5)

It's important to create and cultivate an environment where students grow in their capacity to understand the world around them. With IMPACT Social Studies for grades K-5, students will gain building blocks for critical thinking, develop a strong reading and writing foundation, and learn what it means to be responsible, active citizens. With engaging content, geared to today's students, IMPACT takes a fresh approach to social studies curriculum in the elementary classroom. IMPACT Social Studies teaches the art and strategy of inquiry as teachers model how to ask questions and do research. Students learn how to analyze sources and consider multiple perspectives as they think critically about problems, events, places, and people. Reading about people and events that shape our world is relevant. Literacy skills provide the foundation for inquiry.

Students apply literacy tools—strategies for close reading, writing, and speaking and listening—to comprehend, critique, and synthesize social studies content. A primary goal of IMPACT Social Studies is to prepare students to become active citizens—both locally and globally—in an ever-changing world. Throughout the curriculum, students are given opportunities to learn about and apply good citizenship practices.

McGraw Hill Networks™ Social Studies (6 thru 8)

McGraw Hill Networks™ helps teachers prepare students to be successful in college, careers, and life in general. The program is robust, and student led. Networks bring the subject area to life with challenging, age-appropriate content that highlights diverse perspectives, integrates primary sources, and makes relevant connections. Networks also ignites curiosity and facilitates critical thinking, teaching students how to analyze sources, cite evidence, and take informed action with project-based activities. Network encourages teamwork, problem solving, friendly debate, action, and drawing connections to today. By becoming engaged, students realize they have the power to influence the world around them.

Sparks Physical Education K-8

SPARK is dedicated to creating, implementing, and evaluating research-based programs that promote lifelong wellness. SPARK strives to improve the health of children and adolescents by disseminating evidence-based physical activity and nutrition programs that provide curriculum, staff development, follow-up support, and equipment to our teachers to teach K through 8th grade students. The SPARK curriculum resources foster a positive working environment for our P.E. teachers as they work collaboratively across the district increasing upward mobility, and opportunities for students and staff to work together toward common goals.

Exact Path:

Exact Path, an Edmentum product, helps students in kindergarten through 12th grade master state-specific, grade-level academic standards in a fun and engaging manner. Exact Path combines rigorous content that is highly customized to specific state standards in math, reading, writing, science, and social studies with interactive features and games that engage students and reinforce and reward learning achievement. Exact Path uses technology to transform education. Study Island/Exact Path programs are designed to create a very user-friendly experience for students and teachers. Exact Path uses students NWEA assessment results to provide individualized plans for all students. This allows the program to meet and elevate students at their academic level.

IXL:

IXL is a fun, vibrant learning environment where students enjoy working to master skills in math, language arts,



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science, social studies. Featuring a comprehensive curriculum, the IXL Real Time Diagnostic, and actionable analytics, IXL delivers everything teachers need to help students reach their full potential. IXL has an NWEA component which allows for teachers to generate customized learning time for all students. Trusted by schools in 95 of the 100 top districts and used by over 10 million students, IXL is proven to accelerate learning. Unlimited practice problems with meaningful, up-to-date tracking on your child's progress.

Razkids/RazPlus:

Raz-Kids is an award-winning teaching product that provides comprehensive leveled reading resources for students. With hundreds of eBooks offered at 29 different levels of reading difficulty, it's easy to put the right content in every student's hands. Kids access their leveled text through an interactive learning portal designed to keep them motivated and engaged. Every eBook is available in online and mobile formats, and allows students to listen to, read at their own pace, and record themselves reading. Students then take a corresponding eQuiz complete with an extended answer response to test comprehension and determine future instruction needs. Once a child has read ten or more of the leveled eBooks and passed each of the corresponding eQuizzes, they advance on to the next reading level where they have access to lengthier and more difficult text.

v. Essential vocabulary for each content area is provided

At the heart of content learning remains vocabulary. To support vocabulary development in content areas, the need to give students time to read widely and intentionally select words worthy of instruction is key. One of the most important aspects of language and literacy learning is building an extensive vocabulary. Through vocabulary the focus is to build robust word knowledge while developing appropriate content lessons, engaging activities involving collaborative conversations and providing students with multiple exposures to words.

RWA is shifting teacher instructional delivery from mistaking spelling for vocabulary or introducing words in isolation. Vocabulary will be linked across disciplines and content domains. Students will be taught how vocabulary is the same and/or different in subject matter. With multiple exposure to vocabulary, in context, root-word analysis, RWA will increase student understanding in core ideas across content.

vi. A variety of assessment methods must be provided.

Assessment data, evaluates the effectiveness of a curriculum, instruction, and student mastery. The data is then used to adapt instruction to address the gaps. Evaluation and assessment can occur at all points along the continuum of the instructional process using rubrics, teacher observation, student interviews, portfolios, project, and problem-based learning products. Informal assessments, as well as summative assessments yield valuable information about students' understanding of the concepts and mastery. It is important to compare student progress with self, peers locally, regionally, state-wide, and nationally. Pupils achieving 80% proficient scores on assessments usually indicates an appropriate alignment of curriculum, instruction, and assessment.

<ul style="list-style-type: none"> ▪ Daily Practice ▪ Exit Tickets ▪ Formative Common Assessment Results ▪ Summative Assessment Results ▪ Informal Assessments ▪ Authentic Assessments ▪ Student Portfolios 	<ul style="list-style-type: none"> ▪ Journals ▪ Pre-Assessment Results ▪ Project/Writing Rubrics ▪ Conferencing (peer/teacher/group) ▪ Performing and Fine Arts Performances ▪ Student Adaptable Assessments
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vii. Methods for ongoing communication of the PSA's curriculum expectations for students, staff, and parents must be clearly explained.



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We have adopted research-based best practices for developing effective communication with all stakeholders within the Academy regarding academic programs and standards. The Academy leaders engage in regular, mutual, and meaningful communication about curriculum standards and student learning. The district uses many methods to provide regular opportunities to strengthen all stakeholders' knowledge and skills through continuous empowering and informative collaborations. For Example, the district uses Power School, Remind 101, Curriculum Nights, Data Meetings, Open Houses, Robo-calls, email blasts, and outside marque, and newsletters.

Curriculum expectations to specific stakeholder are clearly explained in the following manner:

Faculty and Staff	Students	Parents
<ul style="list-style-type: none"> ▪ Written and verbal communications, emails, multimedia ▪ Staff Meetings ▪ Principal Huddles ▪ MTSS and grade level meetings ▪ Professional Learning Communities ▪ Professional Learning Workshops (PLW) ▪ Informal Observations ▪ Formal Evaluations ▪ Professional Learning Plans 	<ul style="list-style-type: none"> ▪ Written and verbal communications, emails, multimedia, Google classroom ▪ Mastery Grading Scale ▪ Written Daily Objective ▪ Lesson delivery, rubrics, and anchor work ▪ Teacher modeled lessons ▪ Documented on Student Work Submission ▪ Honor Roll and Mastery Recognition ▪ Parent/Student Handbook 	<ul style="list-style-type: none"> ▪ Written and verbal communications, emails, multimedia, Google classroom ▪ Student assignments, homework, progress reports ▪ Teacher-Parent Compact ▪ Mastery Grading Scale ▪ Parent Workshops ▪ Curriculum Nights ▪ Newsletters ▪ Parent/Student Handbook

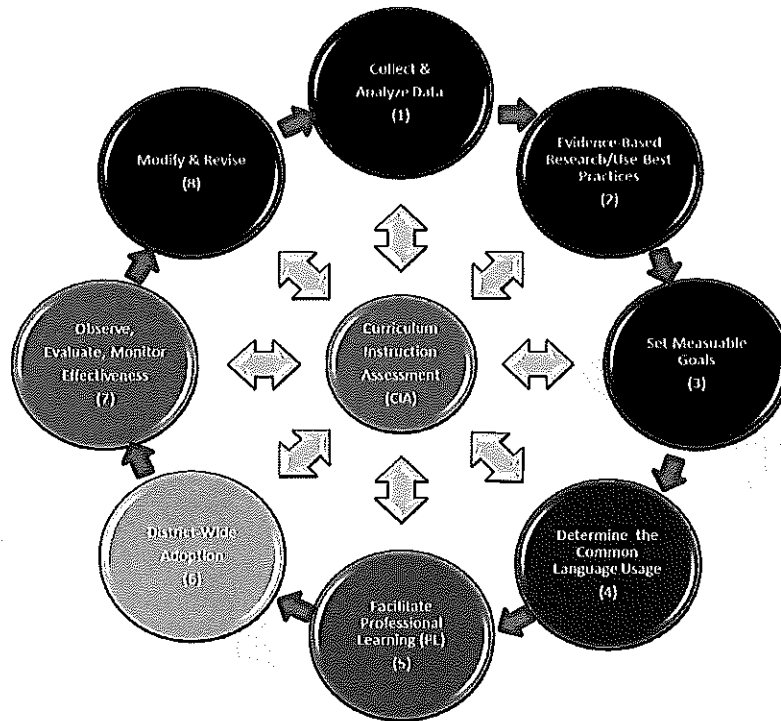
Monitoring and Review of the Written Curriculum

The Academy acknowledges an effective curriculum and the dynamics of teaching and learning change rapidly. Our curriculum development cycle ends and then begins with an evaluation of the impact of the program on student growth and matriculation.

Our Effective Curriculum Instruction and Assessment Continuum Model has been adopted as the district-wide model for incorporating the standards for the continuous linkage between the series of critical components of Curriculum, Instruction and Assessment (CIA) elements which are necessary for the successful implementation, monitoring, and reviewing of our model.



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Additionally, the usage of surveys, focused discussions and professional learning community meetings, the Curriculum Instruction and Assessment team periodically gathers data on perceptions of program strengths, weaknesses, needs, preferences for resources and other materials, and topics or objectives and their impact and student learning. This information is collected from data that represents overall student performance that is linked closely to daily instruction. This approach ensures that the Academy will remain current with the trends of curriculum development and the adoption of best practices in teaching and learning.

The curriculum efficacy will also be measured according to the results of standardized testing, individual student growth, administrative over-site and satisfaction, and a comprehensive needs assessment. Continuous quality improvement of curriculum and instructional delivery should be evident through varied levels of accountability and monitoring, including curriculum alignment, collaborative leadership structures, school improvement tactics, qualitative evaluation of instruction and implementation, multi-tier data collection methods, meaningful professional learning, and consistent involvement of stakeholders in all aspects of the educational program. The District Director of Curriculum Instruction and Assessment will provide direction as well as for the follow through of the planning, implementation, and evaluation.

The review of curriculum is ongoing and evident. RWA utilizes its own Pacing calendar and Curriculum framework based on the common core standards and exceptional academic outcomes. CIA, Administrators, and teachers assess the cohesiveness, alignment, efficacy of the delivery and academic outcomes monthly. The ongoing progress monitoring allows us to make sure pacing and curriculum are yielding the greatest outcomes for all stakeholders. The CIA team will examine feedback, discussions, and analysis over the year and update, and modify the written curriculum accordingly.



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Instruction

Instruction is consistent with the Educational Program.

Rutherford Winans Academy assures that the instruction is consistent with the Educational Program outlined in this application. Instruction is monitored on a weekly basis through walkthroughs, observations, lesson planning review, professional learning workshops. RWA K-8 written curriculum is aligned to the Common Core State Standards to ensure consistency, both vertically and horizontally.

Instruction utilizes research-based instructional strategies and methodologies consistent with the Educational Program.

- a. The district uses Meta-cognitive skills and meta-analysis strategies: increase comprehension
- b. Advance Organizers: Providing students with a preview of new content
- c. Building vocabulary: Using a complete six-step process to teach vocabulary that includes teacher explanation, student explanation, student graphic or pictographic representation, review using comparison activities, student discussion of vocabulary terms, and use of games
- d. Complex cognitive tasks: Working on complex tasks such as investigation, problem solving, decision making, and experimental inquiry
- e. Cooperative learning: Students working together in small groups
- f. Cues and questions: Using hints and questions to activate prior knowledge and deepen student understanding
- g. Effort and recognition: Reinforcing and tracking student effort and providing recognition for achievement
- h. Engagement strategies: Using activities designed to help capture students' attention
- i. Feedback: Providing students with information relative to how well they are doing regarding a specific assignment
- j. Graphic organizers: Providing a visual display of something being discussed or considered (e.g., using a Venn diagram to compare two items)
- k. Homework: Providing students with opportunities to increase their understanding through assignments completed outside of class
- l. Identifying similarities and differences: Identifying similarities and/or differences between two or more items being considered
- m. Interactive games: Using academic content in game-like situations
- n. Kinesthetic activities: Students representing new content physically
- o. Nonlinguistic representations: Providing a representation of knowledge without words (e.g., a graphic representation or physical model)
- p. Note taking: Recording information that is considered important
- q. Practice: Massed and distributed practice on a specific skill, strategy, or process
- r. Setting goals/objectives: Identifying a learning goal or objective regarding a topic being considered in class
- s. Student discussion/chunking: Breaking a lesson into chunks for student or group discussion regarding the content being considered
- t. Summarizing: Requiring students to provide a summary of content
- u. Tracking student progress and scoring scales: Using scoring scales and tracking student progress toward a learning goal
- v. Voting technology: Using interactive clicker technology to collect data regarding student knowledge during class



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Instruction is engaging and emphasizes high-level thinking skills.

Rutherford Winans Academy uses the following strategies to ensure instruction is engaging and emphasizes high-level thinking skills.

- Direct instruction: This strategy is effective for providing information or developing step-by-step skills. It also works well for introducing other teaching methods, or actively involving students in knowledge construction.
- Indirect instruction: Indirect instruction seeks a high level of student involvement in observing, investigating, drawing inferences from data, or forming hypotheses. It takes advantage of students' interest and curiosity, often encouraging them to generate alternatives or solve problems. In indirect instruction, the role of the teacher shifts from lecturer/director to that of facilitator, supporter, and resource person. The teacher arranges the learning environment, provides opportunity for student involvement, and, when appropriate, provides feedback to students while they conduct the inquiry
- Experiential learning: inductive, learner centered, and activity oriented. Personalized reflection about an experience and the formulation of plans to apply learning to other contexts are critical factors in effective experiential learning. The emphasis in experiential learning is on the process of learning and not on the product.
- Interactive instruction: relies heavily on discussion and sharing among participants. Students can learn from peers and teachers to develop social skills and abilities, to organize their thoughts, and to develop rational arguments. The success of the interactive instruction strategy and its many methods is heavily dependent upon the expertise of the teacher in structuring and developing the dynamics of the group.
- Independent study: refers to the range of instructional methods which are purposefully provided to foster the development of individual student initiative, self-reliance, and self-improvement. While independent study may be initiated by student or teacher, the focus here will be on planned independent study by students under the guidance or supervision of a classroom teacher. In addition, independent study can include learning in partnership with another individual or as part of a small group

Instruction is rigorous and prepares students for meeting standards.

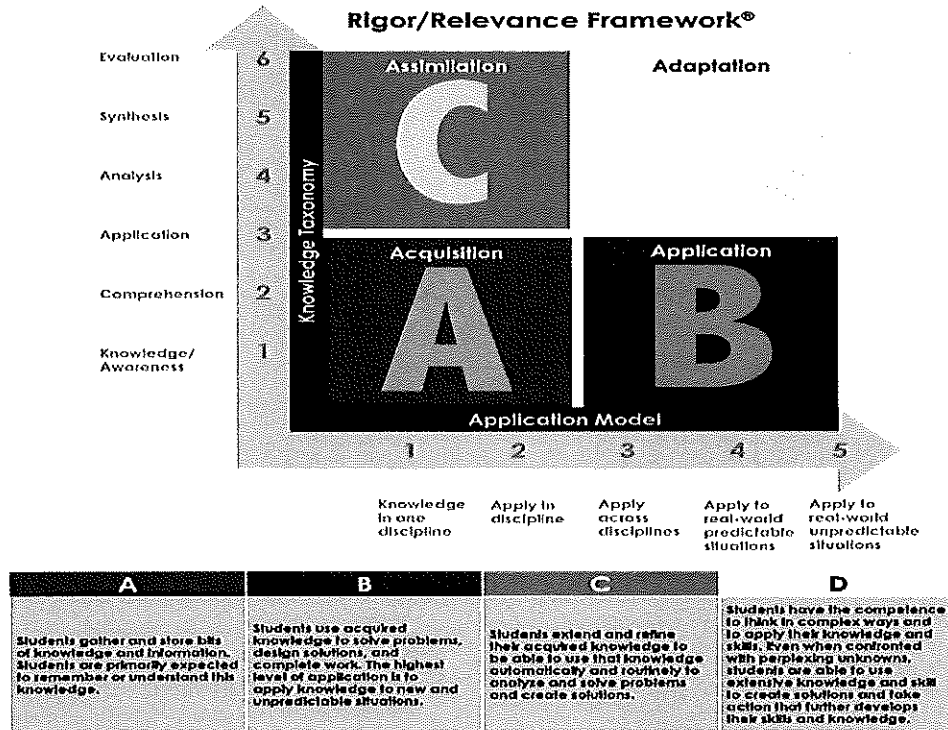
Instruction is rigorous and prepares students for meeting standards. Rutherford Winans Academy has adopted The Rigor/Relevance Framework which illustrates the use four quadrants that represent levels of learning. On the Knowledge axis, the framework defines low rigor as Quadrants A and B and high rigor as Quadrants C and D. On the Knowledge axis, Quadrant A represents simple recall and basic understanding of knowledge for its own sake. Quadrant A is labeled "Acquisition" because students gather and store bits of knowledge and information. The Rigor/Relevance Framework has four quadrants. Each is labeled with a term that characterizes the learning or student performance at that level. This ensures that lessons are rigorous and relevant to the target audience.

Bloom's Taxonomy presents a rigorous value to education by providing educators with strategies for developing critical thinking and higher order cognitive abilities in students. The six categories of Bloom's Taxonomy: knowledge, comprehension, application, analysis, synthesis and evaluation represent an hierarchy of thinking that allows educators to modify the intensity of rigor based on the competency and readiness of each individual student. Blooms provides a clear-cut path that gives teachers strategies to link concrete thinking to abstract thinking in the classroom. Bloom's Taxonomy is designed to be a tool in which student thinking can be built from the lower



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levels of Bloom's to the higher levels of Bloom's activating higher order thinking in students.



Instruction is adapted and/or modified to meet the needs of all learners, e.g., exceptional students, students below grade level, students who qualify for special education services, English language learners.

The Rutherford Winans Academy uses NWEA learning solutions, IXL, and Exact Path solutions provide data to inform classroom instruction and guidance as to where instruction needs to be differentiated. With the robust support of the Resource department and Multi-tiered Support team, instruction is monitored, adapted and modified continuously. Teachers are required to incorporate modifications, adaptations, and acceleration in their Individual Student Plans to reach all learners.

1. Modifications- differentiated lessons for students with an individual educational plan (IEP).
2. Adaptations- differentiated lessons for students without an individual educational plan (IEP) because mastery was not attained.
3. Accelerations- differentiated lessons for students that exhibit mastery of a concept at the 80% threshold.

Skill Building (Independent/Interventionist Time):

Skill Builder Program provides tailored data-driven academic learning plans to meet the needs of all students. Skill building allots time for students to work individually with an interventionist on Exact Path and IXL both programs provide individualized data assessment focused academic plans. Skill Building breaks the students into four performance groups:



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Catch-Up (Tier 3/Tier 4)	Focuses on students who are below grade level and need additional structured support in small groups with an interventionist. Progress monitoring for this group is more frequent as academic need is higher. Students work with an interventionist on the lowest academic levels represented from assessment data.
Move-Up (Tier 3)	Focuses on students who are one to two grade levels below based on assessment data. Small group intervention time is provided to this group and the interventionist works on the lower grade needs of these students. Closing those gaps will provide the student with academic support to head academically in the right direction.
Keep-Up (Tier 2)	Focuses on students who are at grade level needing to close a few gaps to maintain academic achievement based on student data. Intervention support provided and students have the opportunity to move to Tier-1 if progress has been achieved.
Stay-Up (Tier 1)	Focuses on students that at or above grade level academic achievement based on student data. Plans at this level meet students at higher levels of instruction with support from an interventionist.

Assessment data is utilized to guide classroom instruction

Teachers use data-driven instruction to draw on the outcomes of analyses of student data to assess the effectiveness of instruction and the resultant learning so that lesson planning and implementation can be modified to account for progress and gaps. The data is derived from local, state – formal and informal assessments.

Instruction is aligned with the Written Curriculum.

The design and implementation of the written curriculum remains consistent with the federal, state, and local regulations, including the Authorizer's contract with our Academy and the Board of Director's mission, vision, and educational goals. The Academy continually develops and modifies the curriculum to provide a cohesive direction of action for all instruction and programmatic efforts in the district in order to meet changing needs of the students.

Monitoring and Review of the Instructional Planning

Evidence of implementation of instructional planning processes to ensure delivery of the written curriculum (alignment of written and taught curriculum) is provided. Each teacher and support staff member is required to turn Instructional Strategy Plans (lesson plans) weekly and bi-weekly at the Elementary including the following components:

- Overall standard in each subject area
- Daily objectives
- Procedures
- Resources
- Essential Questions
- Acceleration, Adaptation, & Accommodation (IEP Modifications)
- Real-Life Relevancy
- Assessments
- Evidence of Bloom's Taxonomy, Multiple Intelligences, Monthly Focus
- Focused Homework

Monitoring processes used to ensure that effective instructional planning will be ongoing.



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Evidence of monitoring processing includes Instructional Strategy lesson plans feedback, walkthroughs, staff evaluations, and written curriculum feedback professional learning community discussions, and instructional coaching.

Assessment

Classroom assessments are consistent with the Educational Program.

Assessment results are used to inform curriculum and instruction and to improve student learning.

Assessment data will be used to evaluate the effectiveness of a curriculum, instruction and student mastery upon the completion of our written curriculum.

Formative assessment for use in the classroom to assist learning. Such assessment is designed to provide diagnostic feedback to teachers and students during instruction. Teachers need assessment information about their individual students to guide the instructional process.

Summative assessment for use at the classroom, school, or district level to determine student attainment levels. Such assessment includes tests, given at the end of a unit or a school year, that are designed to determine what individual students have achieved.

Assessment for program evaluation, used in making comparisons across classrooms, schools, districts, states, or nations. Such assessment often includes standardized tests designed to measure variation in the outcomes of different instructional programs.

We also believe a fourth purpose for educational assessment exists which will provide a more comprehensive analysis of our educational program:

Instructional performance evaluation, a universal assessment tool utilized to evaluate the effectiveness of teacher performance. A percentage of this rubric considers the quantitative data results from student summative assessments.

Assessment results are used to identify student needs and design interventions to improve individual student performance.

Assessment results are used to identify student needs and design interventions to improve individual student performance.

Assessment data, evaluates the effectiveness of a curriculum, instruction and student mastery. The data is then used to adapt instruction to address the gaps. Evaluation and assessment can occur at all points along the continuum of the instructional process using rubrics, teacher observation, student interviews, portfolios, project and problem-based learning products. Informal assessments, as well as summative assessments yield valuable information about students' understanding of the concepts and mastery. It is important to compare student progress with self, peers locally, regionally, state-wide and nationally.

Student assessment results are reported to the PSA's Board, staff, students, and parents.

Student assessment results are reported quarterly and annually to all stakeholders: PSA Board, staff, students, and parents.



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Leadership

Leadership oversees the implementation of the Educational Program.

All leaders to include authorizers, Board of Directors, Management Company, Superintendent and school leaders all oversee the implementation of the Educational Program annually.

Leadership monitors academic performance and progress.

The monitoring of academic performance and progress include but are not limited to curriculum development, progress monitoring, instructional reviews, data analysis, and performance evaluations.

Leadership uses student achievement data to inform school improvement.

MSTEP, NWEA, PSAT, Performance Series and quarterly assessments are used to inform school improvement planning.

Leadership monitors implementation and effectiveness of the School Improvement Plan and Professional Development Plan.

Progress monitoring is ongoing through the School Improvement Planning at the school and leadership level and reviewed by the PSA Board annually.

The School Principal, District Instructional Officer, the Director of Curriculum of Instruction and Assessment, and Director of Special Education are the Instructional Leadership Team (ILT) of the school. They will each observe and coach teachers on a bi-weekly basis. The instructional leadership team will be responsible for ensuring that all lesson plans and materials are prepared and submitted in a timely fashion. The ILT will be responsible for supervising the documentation and provision of services to students with special needs. The ILT will schedule, plan, and implement Professional Development sessions and may delegate that time and responsibility to individual teachers, or outside providers on an as-needed basis. The ILT will observe all teachers, meet with the Dean of Students, and the Director of Operations bi-weekly. The meeting with the ILT will consist of analyzing assessment data from weekly quizzes, and interim assessments, disaggregated by subgroup. The meeting with the dean of students will involve analyzing cultural data, including attendance, merit/demerits, and removals, disaggregated by subgroup and teacher. The meeting with the district operations will focus on the operational health of the school, looking at daily operations, attendance and enrollment data, vendor relationships, compliance-based reporting, operational audits, and family engagement data.

School Improvement

The School Improvement planning process involves all required stakeholders

The Academy works collaboratively with teacher, parents, staff, Board Members, Community members in teams to evaluate, inform, and make decisions on school improvement efforts. Stakeholders meet bi-monthly to ensure adequate reflection and planning takes place.

The School Improvement Plan includes goals based on current student academic data



RUTHERFORD WINANS ACADEMY

Goals included in the school improvement plan is a result of data analysis (NWEA MAP Achievement and Growth, & M-STEP) instructional needs assessment, student needs, and performance outcomes. This is process is done yearly with the current student academic data.

School Improvement goals and strategies assist the school in achieving measurable progress toward high student achievement

The Academy works collaboratively with teacher, parents, staff, Board Members, Community members in teams to evaluate, inform, and make decisions on school improvement efforts. Stakeholders meet bi-monthly to ensure adequate reflection and planning takes place. Goals included in the school improvement plan is a result of data analysis (NWEA MAP Achievement and Growth, & M-STEP) instructional needs assessment, student needs, and performance outcomes.

Rutherford Winans Academy will continue to develop short- and long-term goals and strategies for increasing student achievement on-going process which follows the established Michigan Department of Education's School Improvement Cycle: Gather Data, Study, Plan, and Do. In the Gather Data phase, various classroom, building, and district data types are collected.

The fidelity of the implementation of the Educational Program elements is measured through the review of lesson plans, classroom walk-throughs and teacher evaluations by building administrators. Administration staff, teachers, content leads and curriculum, and assessment and instruction personnel constantly monitor the implementation of the plan. In the Study phase, classroom teachers provide data analysis information to grade-level, content teams, PLC and whole faculty study groups where detailed item analysis is conducted. In the Plan phase, recommendations are made by content and grade level teams to the School Improvement Team ("SIT") The SIT makes recommendations to the building and district administration on implementation strategies and activities. Building and district administration conduct budget analysis and determine feasibility. Educational Program reports by building and district administration are made to the Board of Directors Education Subcommittee. In the Do phase, the building and district prepares for and implements new strategies and activities that assist the school in achieving measurable progress towards student achievement.

Professional Development:

The Professional Development Plan is based on and aligned to the needs of students and staff.

The Professional Development Plan is structured for academic learning that is collaborative, continuous, embedded in daily practice and focused on student achievement. Professional development plans are aligned with student assessments to provide teachers and other staff with tools to ensure success for all students. This plan strives to build on and strengthens the successes already evident in the district as well as being data driven.

The Professional Development Plan is based on student and staff feedback, data analysis, instructional needs assessments, and intended student & teacher performance goals and outcomes. Professional Development Plan is structured for academic learning that is collaborative, continuous, embedded in daily practice and focused on student achievement. Professional development plan is generated and aligned with data outcomes from local and state assessments to provide teachers and other staff with tools to ensure success for all students. The Professional Development Plan seeks to develop a culture that supports student learning by providing a framework that affords every educator an opportunity to enrich his/her instructional practice.

The Professional Development Plan aligns to the Educational Program, the Written Curriculum and School Improvement Plan.



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An annual Professional Development Plan is developed to address the needs of students and will be aligned to School Improvement goals, Common Core Standards and written curriculum. The Professional Development Plan provides training on all core content areas as well as foster result-focused learning strategies to the teachers and supporting staff as stated in the academy's goals.

Professional Development Calendar

2021-2022 School Year

Month	Title/Activity
8/2021	Culture & Climate Content Based Instruction Social Emotional Learning MTSS Training Instructional Coaching Data Dig
9/2021	Instructional Coaching Math Instruction: Eureka Math/Sync Training Data Training ELA/Writing Training
10/2021	Instructional Coaching Science/Social Studies Training ELA/Writing Training
11/2021	Instructional Coaching MSTEP/PSAT 8 Training
12/2021	Instructional Coaching Technology Programs
01/2022	Instructional Coaching Data Training Culture & Climate
02/2022	Instructional Coaching
03/2022	Instructional Coaching MSTEP Testing
04/2022	Instructional Coaching Data Outcomes Evaluating Program Effectiveness
05/2022	Instructional Coaching Data Outcomes Evaluating Program Effectiveness
06/2022	Instructional Coaching Data Outcomes Evaluating Program Effectiveness



RUTHERFORD WINANS ACADEMY

Assessment data is utilized to guide classroom instruction

Assessment data is utilized to guide classroom instruction in real time. The school analyzes the data as a team and individualized student learning plans are generated. Students are instantaneously placed in their perspective level up group and all standards of focus are aligned to that student which allows the teacher to provide differentiated instruction within the classroom. Once the data has been analyzed it is now the foundation for teachers to create their own individualized plan for struggling learners. Teachers identify skills that need emphasis in the classroom; skills that need to be worked on within the skill building intervention session, as well as additional support strategies for teaching the students. Academic goals are set, and teachers track and monitor students' progress between assessment periods.

Ability grouping in the classroom is encourages as it gives teachers the ability to provide instruction that is beneficial for all students and learning at each students' level of independent capability.

Concept 1: Catch-Up Missed target with a point margin of 11 to 20 or more points	Concept 2: Move-Up Missed target within a margin of 6 to ten points	Concept 3: Keep-Up Missed Target within a margin of 1-5 points	Concept 4: Stay-UP At and Above Target Score
Standards of Focus	Standards of Focus	Standards of Focus	Standards of Focus

ATTACHMENT J
SCHOOL CALENDAR AND SCHOOL DAY

August

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY						
		School Closed & FT/FR	ES	RWA	MS	HS	District	Sports	Clerical/OM/FS	Perf Arts	Teachers	Administration
	1	2	3	4	5	6						
7	8	9	10 WAPA Board of Directors Meeting – 6:00pm	11	12	13						
14	15 Admin / Clerical Return – 8:00am	16	17 RWA Board of Directors Meeting – 6:00pm	18	19	20						
21	22 District Professional Development – 8:00am New/Teachers/Subs/Paraprofs Return – 8:00am	23 District Professional Development – 8:00am	24 District Professional Development – 8:00am	25 District Professional Development – 8:00am RWA Parent Orient & Title I + 4-7p WAPA Parent Orient & Title I + 4-7p	26 District Professional Development – 8:00am	27						
28	29 District Professional Development – 8:00am	30 District Professional Development – 8:00am	31 District Professional Development – 8:00am Staff Meeting (if it instructions) – 3:30-4:30pm									

2022

September

SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY															
School Closed & FT/FR		Solid Rock		ES		RWA		MS		HS		District		Sports		Clerical/DW/FS		Perf/ATS		Teachers		Administration					
4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	Labor Day	First Day of School - K-3 Term 1 Begins	Staff Meeting - 3:50-4:50pm WAPA Board of Directors Meeting - 8:30pm	District Professional Development - 8:00am																							
		7 hrs.	14 hrs.	21 hrs.																							
11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							
	Letter to Parents for Club/Athletic Fees	NWEA Testing - RWA/WAPA	NWEA Testing - RWA/WAPA Staff Meeting - 3:50-4:50pm	NWEA Testing - RWA/WAPA																							
	35 hrs.	42 hrs.	49 hrs.	56 hrs.																							
18	19	20	21	22	23	24	25	26	27	28	29	30	31														
		NWEA Testing - RWA/WAPA	NWEA Testing - RWA/WAPA Staff Meeting - 3:50-4:50pm	NWEA Testing - RWA/WAPA Curriculum Night 4-6pm																							
	70 hrs.	77 hrs.	84 hrs.	91 hrs.																							
25	26	27	28	29	30	31																					
	105 hrs.	112 hrs.	119 hrs.	126 hrs.																							

2022

October

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY						
School Closed & FT/FR	Solid Rock	E5	RWA	MS	HS	District	Sports	Clerical/OM/FS	Perf Arts	Teachers	Administration	
									133 hrs.		19	1
2	3	4	5	6	7	8			168 hrs.		24	
9	10	11	12	13	14	15						
16	17	18	19	20	21	22						
23	24	25	26	27	28	29						
30	31											

2022

November

SUNDAY	MONDAY	TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	SATURDAY		
		School Closed & FT/FR	Solid Rock	ES	RWA	MS	HS			District	Sports
		1 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 280 hrs.	2 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 40	287 hrs.	41	294 hrs.	42	301 hrs.	43	5	
6	7 Close Books PowerSchool (Report Cards -1) 308 hrs.	8 School Closed Staff:SLW - Full Day	9 Term 2 Begins Staff Meeting - 3:50-4:50pm WAPA Board of Directors Meeting - 6:00pm 315 hrs.	315 hrs.	45	322 hrs.	46	329 hrs.	47	12	
13	14 Report Cards distributed-1 338 hrs.	15 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 243 hrs.	16 Staff Meeting - 3:50-4:50pm 49	350 hrs.	50	357 hrs.	51	364 hrs.	52	19	
20	21 371 hrs.	22 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 378 hrs.	23 Thanksgiving Break	23	54	24	Thanksgiving Day	25	Thanksgiving Break	26	
27	28 School Resumes 385 hrs.	29 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 392 hrs.	30 Staff Meeting - 3:50-4:50pm 399 hrs.	399 hrs.	57						

2022

December

SUNDAY	MONDAY			TUESDAY			WEDNESDAY			THURSDAY			FRIDAY			SATURDAY		
	School Closed & FT/FR	Solid Rock	ES	RWA	MS	HS	District	Sports	Clerical/OM/FS	Perf Arts	Teachers	Administration						
									1 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 441 hrs.	59 413 hrs.	2	59	3					
4	420 hrs.	5	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 427 hrs.	6	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 61	7	Staff Meeting - 3:30-4:50pm WAPA Board of Directors Meeting - 6:00pm 434 hrs.	62	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 63	448 hrs.	9	64	10					
11	455 hrs.	12	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm Close Books PowerSchool (Progress Report-2) 482 hrs.	13	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 66	14	Staff Meeting - 3:30-4:50pm 489 hrs.	67	476 hrs.	483 hrs.	16	69	17					
18	480 hrs.	19	Progress Report distributed-2 497 hrs.	20	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 71	21	Staff Meeting - 3:30-4:50pm RWA Board of Directors Meeting - 6:00pm 504 hrs.	72	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm 511 hrs.	518 hrs.	23	74	24					
25 Christmas Day		26		27		28	WINTER BREAK			29	District Last Day of School before holiday RWA Christmas Program - 1:00pm WAPA Winter Concert - 5:00pm 518 hrs.	30	31					

2022

January

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY						
	School Closed & FT/FR	Admins	ES	RWA	MS	HS	District	Sports	Clerical/OM/FS	Perf/Arts	Teachers	Administration
1 New Year's Day	2	3	4 WINTER BREAK	5	6	7						
8	9 School Resumes	10 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm	11 Staff Meeting - 3:50-4:50pm	12 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm	13 WAPA MLK Celebration - TBD RWA MLK Celebration - TBD	14						
15	16 Martin Luther King Jr Day	17 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm NWEA Testing - RWA/WAPA	18 Staff Meeting - 3:50-4:50pm NWEA Testing - RWA/WAPA WAPA Board of Directors Meeting - 6:00pm	19 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm NWEA Testing - RWA/WAPA	20 NWEA Testing - RWA/WAPA	21						
22	23	24 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm NWEA Testing - RWA/WAPA Current & Sibling Enrollment Begins	25 Staff Meeting - 3:50-4:50pm NWEA Testing - RWA/WAPA	26 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm WAPA In-Class Spelling Bee	27 Close Books PowerSchool (Report Cards-2) NWEA Testing - RWA/WAPA	28						
29	30 Term 3 Begins District Second Semester Begins	31 WAPA Tutoring & Clubs - 3:45-4:45pm NWEA Testing - RWA/WAPA										

2023

February

SUNDAY	MONDAY			TUESDAY			WEDNESDAY			THURSDAY			FRIDAY			SATURDAY					
	School Closed & FT/FR	ES	RWA	MS	HS	District	Sports	Clerical/GM/FS	Perf Arts	Teachers	Administration										
5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
	658 hrs.	665 hrs.	94	95	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115
		WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm	Supplemental Count Day WAPA - Ice Cream Social RWA - Cookie Celebration Staff Meeting - 3:50-4:50pm WAPA Board of Directors Meeting - 6:00pm	Report Cards distributed-2 WAPA Tutoring & Clubs - 3:45-4:45pm NMEA Testing - RWA/WAPA	Staff Meeting - 3:50-4:50pm NMEA Testing - RWA/WAPA	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm WAPA Spelling Bee Finals	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm	NMEA Testing - RWA/WAPA	WAPA Black History Program TBD RWA Black History Program TBD										
26	27	28																			
728 hrs.	School Resumes	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm																			
	104	735 hrs.	105																		

2023

March

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY				
School Closed & FT/FR	ES	RWA	MS	HS	District	Sports	Critical/OM/FS	Perf Arts	Teachers	Administration
			1 Staff Meeting – 3:50-4:50pm 742 hrs.	2 WAPA Tutoring & Clubs – 3:45-4:45pm RWA Tutoring – 3:34-4:45pm 106 hrs.	3 108	4				
5 Letter of Concern regarding retention 768 hrs.	6 7 Close Books-PowerSchool (Progress Report-3) WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring – 3:34-4:45pm 770 hrs.	8 Staff Meeting – 3:50-4:50pm WAPA Board of Directors Meeting – 6:00pm 110	9 RWA Tutoring – 3:34-4:45pm 784 hrs.	10 113	11					
12 798 hrs.	13 14 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring – 3:34-4:45pm 806 hrs.	15 Staff Meeting – 3:50-4:50pm 116	16 WAPA PTC/Progress Report – 4:50pm RWA PTC/Progress Report – 4:50pm 117	17 SCHOOL CLOSED – 1/2 Day 8a-2p No School for Students	18					
19 826 hrs.	20 21 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring – 3:34-4:45pm 833 hrs.	22 Staff Meeting – 3:50-4:50pm 840 hrs.	23 WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring – 3:34-4:45pm 120	24 121	25					
26	27 28 840 hrs.	29 30 122	31 SPRING BREAK							

2023

April

SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY													
School Closed & FT/FR		Admins		ES		RWA		MS		HS		District		Sports		Clerical/OM/FS		Perf Arts		Teachers		Administration			
2		3	School Resumes	4	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm	5	Staff Meeting - 3:50-4:50pm	6	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm	7	GOOD FRIDAY	8		1											
9	881 hrs.	10		11	WAPA Tutoring & Clubs - 3:45-4:45pm M-Step Testing (Projected) RWA Tutoring - 3:34-4:45pm	12	Staff Meeting - 3:50-4:50pm M-Step Testing (Projected) WAPA Board of Directors Meeting - 6:00pm	13	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm M-Step Testing (Projected)	14		15			917 hrs.										
16	889 hrs.	17	Close Books-PowerSchool (Report Cards - 3)	18	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm M-Step Testing (Projected) Term 4 Begins	19	Staff Meeting - 3:50-4:50pm M-Step Testing (Projected) RWA Board of Directors Meeting - 6:00pm	20	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm M-Step Testing (Projected)	21	Report Cards Distributed-3 M-Step Testing (Projected)	22			931 hrs.										
23	924 hrs.	24		25	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm M-Step Testing (Projected)	26	Staff Meeting - 3:50-4:50pm M-Step Testing (Projected)	27	WAPA Tutoring & Clubs - 3:45-4:45pm RWA Tutoring - 3:34-4:45pm M-Step Testing (Projected)	28		29			952 hrs.										
	959 hrs.	30												973 hrs.											
												2023													

May

		MONDAY				TUESDAY				WEDNESDAY				THURSDAY				FRIDAY		SATURDAY	
		School Closed & FT/FR	Admns	ES	RWA	M5	HS	District	Sports	Clerical/OW/FS	Perf Arts	Teachers		Administration							
		1	984 hrs.	142	2	1001 hrs.	143	3	1008 hrs.	144	4	1015 hrs.	145	5	1022 hrs.	146	6				
		8	1029 hrs.	147	9	1036 hrs.	148	10	1043 hrs.	149	11	1050 hrs.	150	12	1057 hrs.	151	13				
		15	1064 hrs.	152	16	1071 hrs.	153	17	1078 hrs.	154	18	1085 hrs.	155	19	1092 hrs.	156	20				
		22	1099 hrs.	157	23	1106 hrs.	158	24	1113 hrs.	159	25	1120 hrs.	160	26	1127 hrs.	161	27				
		29 Memorial Day			30	1134 hrs.	162	31	1141 hrs.	163											
		28																			

2023

July

SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY											
School Closed & PT/FR		Admins		ES		RWA		MS		HS		District		Sports		Clerical/DW/FS		Perf Arts		Teachers		Administration	
2		3 Summer Learning Academy - 8am-12pm		4 4 th of July		5 Summer Learning Academy - 8am-12pm		6 Summer Learning Academy - 8am-12pm		7 Last Day for Administrators/Clerical		8											
9		10 Summer Learning Academy - 8am-12pm		11 Summer Learning Academy - 8am-12pm		12 Summer Learning Academy - 8am-12pm WAPA Board of Directors Meeting - 6:00pm		13 Summer Learning Academy - 8am-12pm		14		15											
16		17 Summer Learning Academy - 8am-12pm		18 Summer Learning Academy - 8am-12pm		19 Summer Learning Academy - 8am-12pm		20 Summer Learning Academy - 8am-12pm		21		22											
23		24		25		26		27		28		29											
	30		31																				

2023

	Kindergarten	1ST Grade	2ND Grade
Schedule			
Accelerated Learning skills 7:45 – 8:15	Accelerated Learning Skills (Math, ELA, Career Explorations, SEL)	Accelerated Learning Skills (Math, ELA, Career Explorations, SEL)	Accelerated Learning Skills (Math, ELA, Career Explorations, SEL)
English Language Arts 8:15 – 9:15	English Language Arts	English Language Arts	English Language Arts
Intervention 9:15 -9:45	Targeted Intervention Support	Targeted Intervention Support	Targeted Intervention Support
English Language Arts 9:45 – 10:15	English Language Arts - Writing	English Language Arts - Writing	English Language Arts - Writing
Mathematics 10:15 – 11:15	Mathematics	Mathematics	Mathematics
Recess 11:15 – 11:30	Recess	Recess	Recess
Lunch 11:30 – 12:00	Lunch	Lunch	Lunch
Science 12:05 – 12:55	Science	Science	Science
Intervention 12:55 – 1:25	Targeted Intervention Support	Targeted Intervention Support	Targeted Intervention Support
Specials 1:30 – 2:15	Technology-TTH (Skill Building, College and Careers)/ Physical Education-MWF	Technology-TTH (Skill Building, College and Careers)/ Physical Education-MWF	Technology-MWF (Skill Building, College and Careers)/ Physical Education -TTH
Social Studies 2:20 – 3:10	Social Studies	Social Studies	Social Studies
Dismissal 3:15 – 3:30	Clean Up, Homework, Dismissal	Clean Up, Homework, Dismissal	Clean Up, Homework, Dismissal

3RD, 4TH, AND 5TH DAILY SCHEDULE

22-23 school year

	3 RD Grade	4 TH Grade	5 TH Grade
Schedule			
Accelerated Learning Skills 7:45 – 8:15	Accelerated Learning Skills (Math, ELA, Career Explorations, SEL)	Accelerated Learning Skills (Math, ELA, Career Explorations, SEL)	Accelerated Learning Skills (Math, ELA, Career Explorations, SEL)
English Language Arts 8:15 – 9:45	English Language Arts	English Language Arts	English Language Arts
Intervention 9:45 – 10:15	Technology TTH (Skill Building, College and Careers)/ Physical Education MWF	Targeted Intervention Support	Targeted Intervention Support
Mathematics 10:15 – 11:45	Targeted Intervention Support	Mathematics	Mathematics
Recess 11:45 – 12:05	Recess	Recess	Recess
Lunch 12:05 – 12:35	Lunch	Lunch	Lunch
Science 12:40 – 1:25	Mathematics	Science	Science
Social Studies 1:30 – 2:15	Science	Social Studies	Social Studies
Specials 2:20 – 3:20	Social Studies	Technology-MWF (Skill Building, College and Careers)/ Physical Education-TTH	Technology-TTh (Skill Building, College and Careers)/ Physical Education-MWF
Dismissal 3:25	Clean Up/ Dismissal	Dismissal	Dismissal

DAILY SCHEDULE PER TEACHER/SUBJECT SCHEDULE

22-23 school year

6th Grade

7th Grade

8th Grade

Schedule	6 th Grade	7 th Grade	8 th Grade
Homeroom, Accelerated learning skills 7:45 – 8:15	Homeroom, Accelerated Learning Skills (Math, ELA, Career Explorations, SEL)	Homeroom, Accelerated Learning Skills (Math, ELA, Career Explorations, SEL)	Homeroom, Accelerated Learning Skills (Math, ELA, Career Explorations, SEL)
Specials 8:15 – 9:15	Technology-TTh (Skill Building, College and Careers)/ Physical Education/Health-MWF	Technology-MWF (Skill Building, College and Careers)/ Physical Education/Health-TTH	8 th Grade science/social st Technology – MWF (Skill Building, College and Careers)/ Physical Education-TTH
9:20 -10:50	6 th Grade math	7 th Grade ELA	6 th Grade Science/social st.
10:55 – 12:35	7 th Grade math	8 th Grade ELA	
Lunch 12:40 – 1:10	Lunch	Lunch	Lunch
1:15 – 2:35	8 th Grade Math	6 th Grade ELA	7 th Grade Science/Social St
Intervention 2:40 – 3:25	Targeted Intervention Support 6 th Grade	Targeted Intervention Support 7 th Grade	Targeted Intervention Support 8 th Grade
3:30 Dismissal	Dismissal	Dismissal	Dismissal

ATTACHMENT L
PHYSICAL PLANT OCCUPANCY DOCUMENTS

MAJOR BUILDING INFRASTRUCTURE COMPONENTS SUMMARY
FACILITY PROFILE REPORT -- SCHOOL YEAR 2010-2011
Rutherford, Clara Elementary School
 16411 Curtis Street, 48235-3202



Facility Data

Facility Type:	Elementary	Facility Condition (Overall):	Poor
Year Built:	1928	\$ New Building/Addition:	\$0.00
Building Age:	82	Total Investment Made (2):	\$268,913.00
Multiple Buildings (1):	No	Total Investment Remaining (3):	\$1,528,117.60
Gross Square Footage (1):	51,356		
# of Floors (Including Basement):	2		
# of General Classrooms:	24		
# of Specialty Classrooms:	3		
Total # of Instructional Classrooms:	27		
Grade Level:	PK-5		
Enrollment:	373		
Capacity Range:	534 - 654		

- (1) Total GSF includes Main Structure and Additions, Portables, Annex, Free Standing and Modular Units.
 (2) Represents major infrastructure systems investment and/or new additions made to the buildings from 1994 Capital Program since 2002.
 (3) Represents money needed to address building infrastructure challenges stemming from ongoing assessments and known needs.
 (4) \$1.00 reflects investment was made through a District-Wide Project. The actual amount for this specific work could not be broken-out from the total District-Wide Project Investment.

	Condition Indicator	\$ Investment Made (4)	\$ Investment Remaining
Mechanical System:			
Air Conditioning	N/A	\$0.00	\$0.00
Boilers	N/A	\$0.00	\$270,785.00
Exhaust	N/A	\$0.00	\$4,882.50
Furnaces	N/A	\$0.00	\$0.00
Heating	N/A	\$0.00	\$0.00
Radiation	N/A	\$0.00	\$0.00
Temperature Control	N/A	\$0.00	\$0.00
Ventilation	N/A	\$0.00	\$0.00
Water Heating	N/A	\$0.00	\$0.00
Mechanical System Overall	Fair	\$0.00	\$275,667.50

	Condition Indicator	\$ Investment Made (4)	\$ Investment Remaining
Electrical System:			
Service - Primary	Good	\$0.00	\$227,850.00
Distribution	N/A	\$0.00	\$0.00
Lighting	Good	\$0.00	\$158,498.20
Electrical System Overall	Good	\$0.00	\$386,348.20

	Condition Indicator	\$ Investment Made (4)	\$ Investment Remaining
Technology:			
Power/Electrical Upgrade	N/A	\$0.00	\$178,500.00
IT Infrastructure	N/A	\$1.00	\$0.00
Technology Overall	Poor	\$1.00	\$178,500.00

	Condition Indicator	\$ Investment Made (4)	\$ Investment Remaining
Building Envelope:			
Roof	Fair	\$0.00	\$1,627.50
Windows	Poor	\$0.00	\$411,550.00
Walls	N/A	\$0.00	\$0.00
Exterior Doors	N/A	\$0.00	\$0.00
Building Envelope Overall	N/A	\$0.00	\$413,177.50

	Condition Indicator	\$ Investment Made (4)	\$ Investment Remaining
Building Interior:			
Bell System	N/A	\$0.00	\$0.00
Building	N/A	\$0.00	\$0.00
Ceilings	N/A	\$0.00	\$0.00
Doors-Interior	N/A	\$0.00	\$0.00
Finishers	N/A	\$0.00	\$0.00
Flooring/Carpet	N/A	\$0.00	\$8,900.10
Kitchen	N/A	\$160,500.00	\$0.00
Lockers	N/A	\$0.00	\$0.00
Public Address System	N/A	\$46,000.00	\$0.00
Restrooms	N/A	\$0.00	\$10,462.50
Signage	N/A	\$0.00	\$0.00
Walls	N/A	\$62,411.00	\$0.00
Building Interior Overall	N/A	\$268,911.00	\$19,362.60

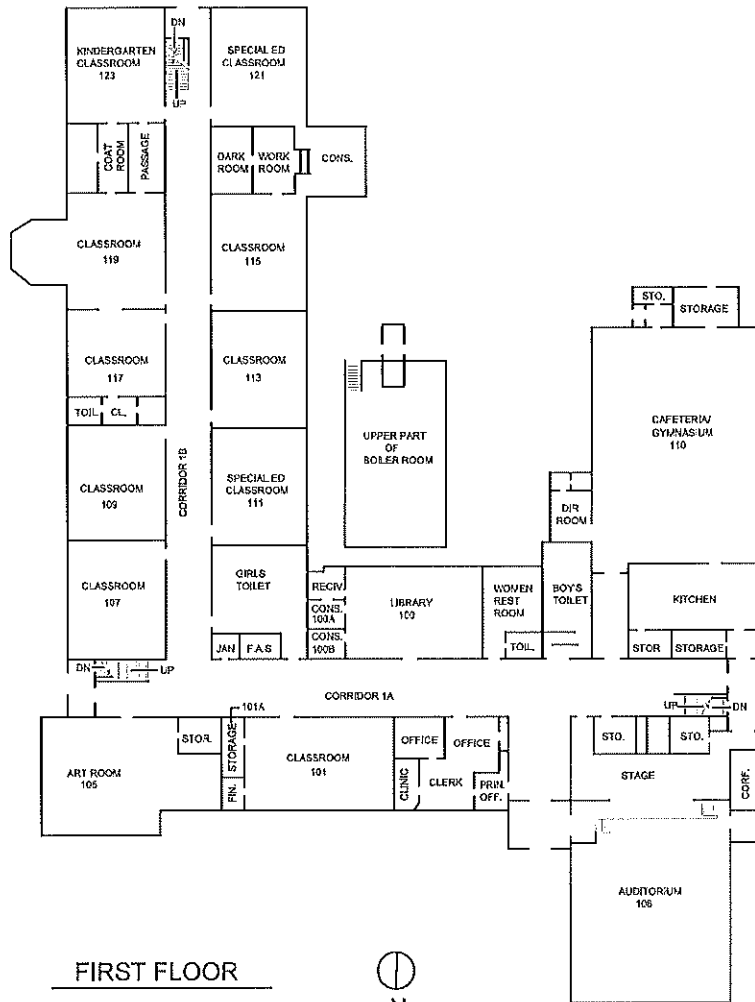
	Condition Indicator	\$ Investment Made (4)	\$ Investment Remaining
Plumbing:			
Drinking Fountains	N/A	\$0.00	\$0.00
Piping	N/A	\$0.00	\$31,443.30
Plumbing System	N/A	\$0.00	\$0.00
Shower Rooms	N/A	\$0.00	\$0.00
Valves	N/A	\$0.00	\$0.00
Plumbing Overall	Fair	\$0.00	\$31,443.30

	Condition Indicator	\$ Investment Made (4)	\$ Investment Remaining
Fire/Life Safety:			
Emergency Lighting	N/A	\$0.00	\$0.00
Exit Signs	N/A	\$0.00	\$9,114.00
Fire Alarm	N/A	\$0.00	\$0.00
Fire Protection	N/A	\$0.00	\$199,004.50
Security System	N/A	\$0.00	\$0.00
Life Safety Overall	Poor	\$0.00	\$208,118.50

	Condition Indicator	\$ Investment Made (4)	\$ Investment Remaining
ADA Improvements:			
Restrooms	N/A	\$1.00	\$15,500.00
Drinking Fountains	N/A	\$0.00	\$0.00
Ramps	N/A	\$0.00	\$0.00
Elevators	N/A	\$0.00	\$0.00
Lifts	N/A	\$0.00	\$0.00
ADA Overall	Poor	\$1.00	\$15,500.00

Utility Costs (2009):	Total	Cost per Unit	Cost per Total GSF
1 Electric (In kWh)	\$0.00	\$0.00	\$0.00
2 Gas (In mcf)	\$0.00	\$0.00	\$0.00
3 Steam (In mlbs)	\$0.00	\$0.00	\$0.00
4 Water (In kWh)	\$0.00	\$0.00	\$0.00
Total	\$0.00		

Major Improvements Needed (within next 5 years):	
1. Replace/upgrade mechanical systems.	\$275,667.50
2. Replace windows and associated systems.	\$411,550.00
3.	
4.	
5.	

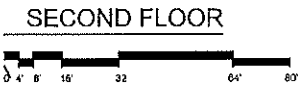
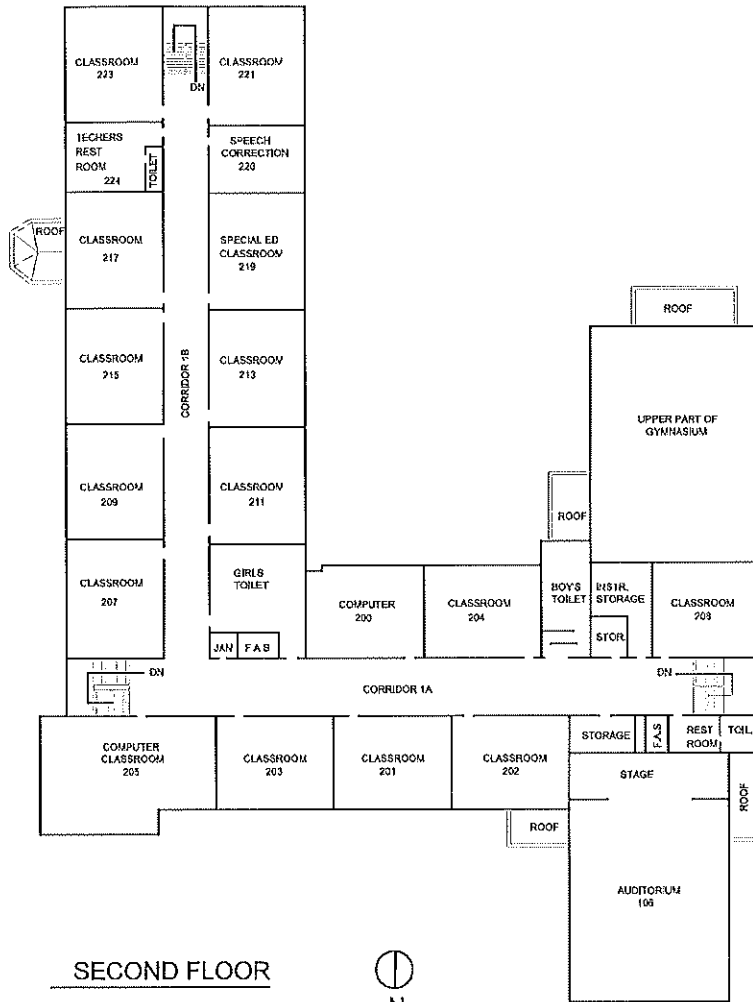


School Code: 272



Clara Rutherford

formerly Newton Elementary



School Code: 272



Clara Rutherford

formerly Newton Elementary

ATTACHMENT M
FIRE MARSHALL APPROVALS



INSPECTION REPORT

Detroit Fire Department Fire Marshal Division

1301 Third Street
Detroit, MI. 48226
Office (313)596-2954
Fax (313)596-2978

Address:	16411 Curtis	Inspection Date:	3/24/2022
Occupant Name:	Rutherford Winans Academy	Inspection Type:	ANNUAL Educational
Suite:		Inspected By:	Albert Williams
Property Owner:	(313) 873-7927	Current Documents:	Bad Prop: SEC_Section none
Occ. Sq. Ft.:	51356		

Insp. Result	Location	Code Set	Code
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Fail	Floor 1	NFPA 01 2015 Chapter 1 Administration	1.12.6.9 - Copy of the fire permit shall be posted or readily available
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Inspector Comments: A copy of the permit shall be posted or otherwise readily accessible at each place of operation and shall be subject to inspection.

ACTION REQUIRED: Obtain a fire permit, and it shall be readily available for inspection.

SITUATION NOTICED:

Fail	Floor 1	NFPA 01 2015 Chapter 10 General Safety Requirements	10.18.5.1 - Combustibles shall not be stored in boiler, mechanical, or electrical equipment rooms.
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Inspector Comments: Combustible material shall not be stored in boiler rooms, mechanical rooms, or electrical equipment rooms.

ACTION REQUIRED: Immediately remove all combustible storage from these rooms.

LOCATION/S NOTICED:

Fail	Floor 1	NFPA 01 2015 Chapter 12 Features of Fire Protection	12.4.6.9.5 - Fire door, frame, or any part of its appurtenances is damaged that could impair its function
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Inspector Comments: Where a fire door, frame, or any part of its appurtenances is damaged to the extent that it could impair the door's proper emergency function, the following actions shall be performed:
 (1) The fire door, frame, door assembly, or any part of its appurtenances shall be repaired with labeled parts or parts obtained from the original manufacturer.
 (2) The door shall be tested to ensure emergency operation and closing upon completion of the repairs.

12.4.6.9.6 If repairs cannot be made with labeled components or parts obtained from the original manufacturer or retrofitted in accordance with 12.4.6.7, the fire door frame, fire door assembly, or appurtenances shall be replaced.

When holes are left in a door or frame due to changes or removal of hardware or plant-ons, the holes shall be repaired by the following methods:

- (1) Install steel fasteners that completely fill the holes
- (2) Fill the screw or bolt holes with the same material as the door or frame

ACTION REQUIRED:

Fail	Floor 1	NFPA 13 13 Chapter 8 Installation Requirements	8.5.5.3 - 18" clearance to sprinkler head
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Inspector Comments: Continuous or noncontinuous obstructions that interrupt the water discharge in a horizontal

plane more than 18 in. below the sprinkler deflector in a manner to limit the distribution from reaching the protected hazard.

ACTION/S REQUIRED: Lower all storage height that obstructs the sprinkler protection, and storage shall be maintained below that height at all times throughout facility.

LOCATION/S NOTICED:

Fail Floor 1 NFPA 101 2015 Chapter 7 Means of Egress 7.1.10.1 - Egress: maintenance

Inspector Comments: Maintenance. Means of egress shall be continuously maintained free of all obstructions or impediments to full instant use in the case of fire or other emergency.

ACTION REQUIRED: Immediately remove all impediments in the means of egress. IE Storage, Tables, Chairs, Snow, Ice, Etc

LOCATION/S NOTICED:

Fail Floor 1 NFPA 101 2015 Chapter 15 Existing Educational Occupancies 15.2.11.1.1 - Emergency egress windows

Inspector Comments: DAMAGED Every room or space greater than 250 sq. ft used for classroom, educational purposes, subject to student occupancy shall have not less than one outside window for emergency rescue.
(1) Such windows shall be openable from the inside without the use of tools and shall provide a clear opening of 20 in. in width, 24 in. in height, and 5.7 sq. ft in area.
(2) The bottom of the opening shall be not more than 44 in. above the floor, and any latching device shall be capable of being operated from not more than 54 in. above the finished floor.

ACTION REQUIRED: Repair/replace all damaged/hard to open emergency egress windows

LOCATION/S NOTICED:

Fail Floor 1 MI DETROIT NFPA 01 (ORD 26-08) Chapter 1 Administration and Enforcement 1.16.7 - The AHJ shall have the authority to require an inspection, and charge fees.

Inspector Comments: The authority having jurisdiction shall have the authority to require an inspection and to collect requisite fees for the inspection and permit prior to the issuance of a permit.

ACTION REQUIRED: Contact DFD budgetary operations by email at firepermits@detroitmi.gov to request the invoice or make payments. This is the first step in obtaining the required fire permit. You may also call (313) 596-2963 and follow the directives in the message. All fees shall be current.

Inspector Comments: Inspector Williams
March 24th, 2022 / 1000-1130 hrs
16411 Curtis / Rutherford Winans Academy
Contact, Anthony Gaines (313)283 0771

Inspector proceeded to this two story school and met with contact for an annual inspection of the building. This building has a basement. Fire panel reading was normal. Dialer account #3201. Fire alarm was serviced in June of 2021. This school has a boiler room that is entered from outside the building. Kitchen only has ovens.

The following violations were found

- 1) Auditorium exit (left door) shall be repaired to open fully.
 - 2) Storage shall be removed from in front of electrical panel in kitchen.
 - 3) Storage in kitchen pantry shall be lowered 18 inches below sprinkler head.
 - 4) Emergency rescue windows shall be provided to Kindergarten - First grade class, windows shall be label as to be seen from across the room.
 - 5) Fire permit shall be obtained, All fire department related fee's shall be made current.
- To obtain Fire permit and pay fee's call (313) 573-2479

Re inspection required.
When violations are complied Inspector Williams can be reached at (313) 573-2479
Nothing further to report.

Inspector will return on or after 4/29/2022.

The following orders are issued for the correction of hazardous conditions found upon inspection at your address. Fire or injury resulting from delay or failure to comply with this notice will be attributed to negligence on the part of responsible party or parties. Thank you for your cooperation in keeping your business and our community safe! If you have any questions, please contact the Fire Marshal's office (313) 596-2954.

By Orders of : **Shawn F. Battle, Fire Marshal**

FMD

Ref: 154428

Semi-Annual Fire Alarm and Signaling Inspection

CINTAS FIRE PROTECTION

232 E. MAPLE RD.

TROY, MI 48083
USA
48083



READY FOR THE WORKDAY™

Inspection date: 03/28/2022

Inspector: RON TREMPER 00D2608

Inspection Location

RUTHERFORD WINANS ACADEMY 00D2614135

16411 CURTIS ST

DETROIT, MI 48235

Phone: 3138737625 Fax:

Customer

RUTHERFORD WINANS ACADEMY

16411 CURTIS ST

DETROIT, MI 48235

Phone: 3138737625 Fax:

*Inspection performed in accordance with
NFPA 72 National Fire Alarm and Signaling Code, 2016 edition*

Monitoring Entity

Agency name
 Telephone
 Monitoring account number
 Type transmission

DETROIT DISPATCH
 3135961660
 3201
 Cellular

Type of System

Control Unit Manufacturer: NATIONAL FOAM
 Control Unit Model: NATIONAL TIME 2000
 Software Revision and date last updated: N/A
 Quantity of Signaling Line Circuits connected to system: 0
 Class(es) of Signaling Line Circuits connected to system: 0
 System Documentation on site: N/A

FACU and Power Supply Summary

Type	Total	Tested	Failed
Main Fire Alarm Control Unit	1	0	0
Fire Alarm Battery	1	1	1
	2	1	1

Control Unit Batteries

Area/Location	Install Date	Visual Inspection	Discharge Test	Load Voltage	Charger Test
fire alarm communicator 12v7ah	10/2018	Pass	Fail	Fail	Pass

Panels and Power Supply Summary

Type	Total	Tested	Failed
Local Annunciator Panel	1	1	0
Total	1	1	0

Local Annunciator Panel

Area/Location	Visual Inspection (Table 14.3.1(11))	Signals display properly. (Table 14.4.3.2(11))
MAIN OFFICE	Pass	

Transmitter & Receiver Summary

Type	Total	Tested	Failed
Fire Alarm Communicator	1	1	1
Total	1	1	1

Transmitters and Receivers

Fire Alarm Communicator

principals office silent knight 5104b	Pass
Visual Inspection	Fail
On Primary power, Initiate signals and verify receipt at supervising station.	Fail
On Standby power, Initiate signals and verify receipt at supervising station.	Pass
Batteries condition.	Battery calculations unknown, plans and specifications must be available to make determination.
Calculated capacity in standby mode (hrs.)	
Calculated capacity in alarm mode (mins.)	N/A

Fire Alarm Box Summary

Type	Total	Tested	Failed
Pull Station - Manual	9	9	0
Total	9	9	0

Fire Alarm Box Devices

Type	Area/Location	Address	Visual Inspection	Functional Test
Pull Station - Manual	AUDITORIUM	#4	Pass	Not Due
Pull Station - Manual	BY GYM	#3	Pass	Not Due
Pull Station - Manual	BY MAIN OFFICE	#1	Pass	Not Due
Pull Station - Manual	BY RM 101	#6	Pass	Not Due
Pull Station - Manual	BY RM 114	#5	Pass	Not Due
Pull Station - Manual	BY RM 201	#7	Pass	Not Due
Pull Station - Manual	BY RM 214	#8	Pass	Not Due
Pull Station - Manual	BY RM 225	#9	Pass	Not Due
Pull Station - Manual	GYM	#2	Pass	Not Due

Alarm Device Summary

Type	Total	Tested	Failed
Waterflow Alarm	1	1	0
Total	1	1	0

Alarm Devices

Type	Area/Location	Address	Visual Inspection	Functional Test	Secs. to Activate manual trip
Waterflow Alarm	BOILER RM		Pass	Pass	

Supervisory Summary

Type	Total	Tested	Failed
Tamper Switch	1	1	0
Total	1	1	0

ALARM

Page 3 of 4

Supervisory Devices

Type	Area/Location	Address	Visual Inspection	Functional Test
Tamper Switch	boiler rm tunnel		Pass	Pass

Audio/Visual Device Summary

Type	Total	Tested	Failed
Horn	1	1	0
Total	1	1	0

Audio/Visual Devices

Type	Area/Location	Address	Visual Inspection	Functional Test
Horn	ALL		Pass	Not Due

Comments

PHONE LINES ARE DISCONNECTED

Deficiencies

**PAR response Indicated "Pass After Repair". Technician notes a deficiency of a device, and repairs the deficiency during inspection.*

Fire Alarm Battery

fire alarm communicator 12v7ah 12v7ah

Ques: Load Voltage

Technician Response: BATTERIES FAILED LOAD TEST

Ques: Discharge Test

Technician Response: BATTERIES FAILED LOAD TEST

Fire Alarm Communicator

principals office silent knight 5104b

Ques: On Primary power, initiate signals and verify receipt at supervising station.

Technician Response:

Ques: On Standby power, initiate signals and verify receipt at supervising station.

Technician Response:

Liability Release Statement:

The owner and/or designated representative acknowledges the responsibility of the operating condition of the component parts at the time of this inspection. It is agreed that the inspection service provided by the contractor as prescribed herein is limited to performing a visual inspection and/or routine testing, and any investigation or unscheduled testing, modification, maintenance, repair, etc., of the component parts is not included as part of the inspection work performed. It is further understood that all information contained herein is provided to the best of the knowledge of the party providing such information.

CNATS

3/28/22

R. Tremper

3/28/22

Customer: CNATS

Technician: RON TREMPER 00D2608

ALARM

Page 4 of 4

ATTACHMENT N
OCCUPANCY AND USE LICENSES

SECOND AMENDED AND RESTATED MANAGEMENT AGREEMENT

This Second Amended and Restated Management Agreement ("Agreement") is made and entered into as of the 1st day of July, 2022 by and between Solid Rock Management Company, a Michigan corporation, ("Manager") and Rutherford/Winans Academy (the "Academy") formed under Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

RECITALS

The Academy is a public school academy, organized under the Code. The Academy has received a Public School Academy Contract and Related Documents (the "Contract") from the Detroit Public Schools Community District ("DPSCD") to organize and operate a public school academy, with DPSCD as the authorizing body. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

The Academy's Board of Directors (the "Board") believes that Manager has the specialized ability to manage the academic and educational program of the Academy in accordance with the requirements of Board policy, the Academy's charter with DPSCD and applicable law.

The Academy and Manager desire to create an enduring educational affiliation hereunder the Academy and Manager will work together to bring educational excellence and innovation to the Academy based on Manager's school design expertise, comprehensive educational program, institutional principles and management methodologies. Manager shall work to understand the specific vision and design of the Board and shall use best efforts to realize the educational goals and objectives of the Board, as envisioned by the Board.

ARTICLE I. CONTRACTUAL RELATIONSHIP

1.01. Authority. The Academy represents that it is authorized by law to contract with a private entity for the provision of educational management services to the Academy. The Academy further represents that it reasonably anticipates the grant of a new Contract by DPSCD to operate the Academy. The Academy is authorized by DPSCD, as the fiscal agent for the Academy, to provide oversight and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement. No provision of this Agreement shall interfere with the Academy Board's duties under the Contract. The Academy's duties under the Contract shall not be limited or rendered impossible by action or inaction of Manager.

1.02. Contract. The parties hereto agree that Manager, to the extent permitted by law, shall provide all labor, materials and supervision necessary for the provision of educational services to students of the Academy, and shall provide for the management,

operation and maintenance of the Academy, in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, educational goals, and methods to be used to monitor compliance with performance of targeted educational outcomes, all as previously adopted by the Board, submitted in the Academy's application to DPSCD, and included in the Contract between the Academy and DPSCD (the "Educational Program").

1.03. Status of the Parties. Manager is not a division or any part of the Academy. The Academy is a body corporate and governmental entity authorized under the Code and is not a division or a part of Manager. The relationship between the parties hereto was developed and is entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties hereto.

1.04. Conflict of Interest Policy. Manager must have a written conflict of interest policy. Manager is prohibited from executing any contract with any third party for services to be provided to or on behalf of the Academy if Manager has a conflict of interest. Conflicts of interest arise when a person involved in making a decision for the Academy may have, or be perceived as having, a personal interest in the outcome.

ARTICLE II. TERM

2.01. Term. This Agreement will be for a term of three (3) fiscal school years beginning July 1, 2022 and ending on June 30, 2025 (the "Renewed Term") provided, that the Academy shall have the right to terminate this Agreement, without penalty or cause. In the event DPSCD terminates the Contract prior to the expiration of the term of the Contract or at the end of the third (3rd) fiscal year by providing sixty (60) days prior written notice to Manager of such termination, this Agreement shall also be terminated upon completion of Manager's duties under this Agreement, including, but not limited to, the transition of the Academy to a new ESP and compensation for such assistance as noted in Section 7.04 of this Agreement.

2.02. Term Coterminous with Contract. Notwithstanding any other provision to the contrary, the term of this Agreement shall not exceed the term of the Contract. If the Contract is terminated revoked, or is not renewed by the Authorizer, then the term of this Agreement shall automatically end on the same date the Contract ends with no further action of the parties.

ARTICLE III. FUNCTION OF MANAGER

3.01. Responsibility. Manager shall be responsible and accountable to the Board for the administration, operation and performance of the Academy in accordance with this Agreement, provided, however, that Manager's responsibility is expressly limited by the budget, which Manager and the Academy will agree upon pursuant to the terms of this

Agreement. Neither Manager nor the Academy shall be required to expend Academy funds on services in excess of the amount set forth in such budget. Manager will do all things reasonably and professionally required to maintain the Academy's solvency and to prevent the Academy from experiencing an operating or fund balance deficit.

3.02. Educational Program. The Educational Program has been reviewed and approved by unanimous resolution of the Board adopted for use at the Academy. The Educational Program may be adapted and modified by Manager from time to time, it being understood that an essential principal of this Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and Manager are interested in results and not in inflexible prescriptions. Any adaptation or modification of the Educational Program shall be subject to the prior approval of the Board, and shall not be effective until DPSCD notifies the Academy that it does not disapprove of such adaptation or modification.

3.03. Specific Functions. Manager shall be responsible for implementation and administration of portions of the Educational Program. Such functions include, but are not limited to:

(a) Strategic Planning. Manager shall work with the Board to design strategic plans for the continuing educational and financial benefit of the Academy.

(b) Public Relations. Manager shall work with the Board to design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for joint implementation by the Academy and the Board.

(c) Special Functions. The services which Manager will provide the Academy include, but are not limited to, the following, to the extent allowable under the Contract and applicable law.

1. Educational Planning
 - a. Assist School Principal with planning and writing the curriculum expansion for proposed new grades each year.
 - b. Review and recommend methods of student assessments.
2. Staff Development
 - a. Manage all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement.
3. Problem Solving
 - a. Provide counsel and advice to the Principal and/or Board regarding personnel issues.
 - b. Help resolve conflicts between staff, parents, and/or students.

4. Compliance Issues/Reports
 - a. Assist with coordinating/filing membership reports to Wayne RESA.
 - b. Assist with writing/filing annual reports with Michigan Department of Education.
 - c. Prepare and/or assist with any reports required by DPSCD.

5. Personnel Services
 - a. Schedule and interview principals, teachers, and support staff.
 - b. Employ and compensate principals, teachers, and support staff. As used herein, the term "employ" means that Manager shall be the sole employer of staff of the Academy, and shall exclusively exercise all powers to recruit, train, hire, evaluate, and terminate staff, as well as to set compensation levels and benefits for staff. All of these functions shall be accomplished within the dictates of the Contract, applicable law, and Board policy, including the budget.
 - c. Coordinate and provide employee benefit package, including:
 - Health insurance
 - Retirement
 - Dental care
 - Eye care
 - Other benefits specified by the Academy

6. Financial Services
 - Accounts Payable
 - Accounts
 - ReceivableBank
 - deposits
 - Coordination of monthly accounting services for the Academy
 - Budget preparation

3.04. Subcontracts. Manager reserves the right to subcontract any and all aspects of all such other services it agrees to provide to the Academy. Manager shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board and DPSCD.

3.05. Place of Performance. Manager reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site at Manager's other locations, if any, unless prohibited by state or local law. 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.

3.06. Student Recruitment. The Board shall be responsible for establishing the recruitment and admission policies for the Academy. Manager shall implement such policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

3.07. Due Process Hearings. Manager and the Academy shall work together to implement student due process hearings as outlined in the Academy's code of conduct in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality, and access to records.

3.08. Legal Requirements. Manager shall provide educational programs that satisfy federal, state, and local requirements, and the requirements imposed under the Code and the Contract.

3.09. Rules and Procedures. Manager shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Board.

3.10. School Year and School Day. The school year and the school day shall be as provided in the Contract. The number of days of pupil instruction and the number of hours of pupil instruction shall be consistent with the terms of the Contract and as modified by DPSCD from time to time.

3.11. Authority. Manager shall have all authority and power necessary to undertake its responsibilities described in this Agreement.

3.12. Reporting. Manager shall be responsible for and accountable to the Board for the performance of Manager's responsibilities as set forth herein.

3.13. Transparency. Manager shall provide to the Academy in the format requested by the Board all information and documentation sufficient to satisfy the Board's requirements under the Contract, including but not limited to, the transparency reporting information set forth in Section 12.08 of the Contract and the information required to comply with MCLA 388.1618.

3.14. Additional Grades and Student Population. Manager shall make recommendations to the Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for in the Contract.

3.15. Comply with Contract. Manager agrees to comply with the requirements under the Contract.

**ARTICLE IV.
OBLIGATIONS OF THE BOARD**

4.01. Good Faith Obligation. The Board shall exercise good faith in considering the recommendations of Manager, including but not limited to, Manager's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets, subject to constraints of law and requirements of the Contract with DPSCD. Manager shall not adopt or implement such recommendations without obtaining prior Board approval. The Board shall retain any authority it may possess to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or enroute to and from the Academy. The Board shall further retain the obligation, as provided in Section 1274 of the Code, MCL 380.1274, to adopt written policies governing the procurement of supplies, materials, and equipment. Manager agrees to comply with all policies enacted by the Board. Manager certifies that (i) there shall be no markup of costs for supplies, materials, or equipment procured by the Manager on behalf of the Academy, (ii) all supplies, materials, and equipment procured for the Academy by the Manager shall be inventoried by an acceptable method of inventory, and (iii) the Manager will maintain an inventory of Academy equipment to enable all parties to clearly determine property belonging to the Academy.

4.02 Conduct Criminal History/Records Check. Board and Manager shall agree to comply with the requirements of Sections 1230 and 1230a of the Code with regard to all persons Manager intends to assign under this Agreement to regularly and continuously work in any of the Academy's facilities or at program sites where the Academy delivers the Educational Program. The Board and/or Manager will:

- (a) request a criminal history check through the Michigan State Police, and criminal records check through the Federal Bureau of Investigation; or
- (b) comply with alternative criminal background check procedures for individuals on whom a criminal background check has been completed and the statutory conditions for use of alternative criminal background check procedures are met; and
- (c) on the Determination for Assignment form, which Manager will provide to the Board for each person it intends to assign under this Agreement to regularly and continuously work in any of the Academy's facilities or at program sites where the Academy delivers the Educational Program, designate such individual as eligible or not eligible to work in a Michigan school based on the information obtained.

The Board will return all of the Determination for Assignment forms to Manager and retain the reports on site from the Michigan State Police, results through the Federal Bureau of Investigation, and will not disclose any report, content, or result received, unless permitted or required by law. Manager will store evidence of such on site, in physical form, at the Academy or be directly accessible at the Academy facility.

**ARTICLE V.
FINANCIAL ARRANGEMENTS**

5.01. Compensation for Services.

(a) For the Renewed Term, the Board shall pay Manager an annual fee for each fiscal year equal to the sum of (i) \$204,768, plus (ii) the lesser of (1) \$204,768 and (2) twelve percent (12%) of the amount, if any, by which the Academy's Total Revenue (as defined below) for such fiscal year exceeds \$1,706,400. In no event will the annual fee payable hereunder exceed 12% of the Academy's Total Revenue. The Academy's Total Revenue for any fiscal year is equal to the aggregate amount received for such fiscal year under the Michigan State School Aid Act of 1979 as amended ("SSA"), federal grant funds (except those federal funds that do not flow through SSA), categorical and other grant monies.

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

5.02. No Related Parties or Common Control. Manager will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. As required by the Academy's Articles of Incorporation and Bylaws, and as required by the Contract, the Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such a restriction, it is agreed between the Academy and Manager that none of the voting power of the governing body of the Academy will be vested in Manager or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of Manager will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and Manager will not employ the same individuals. Further, Manager has represented to the Academy that the Academy and Manager will not be members of the same controlled group, as defined in Section 1.414(b)-1 of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.

5.03. Payment of Costs. In addition to the fee described in Section 5.01, the Academy shall reimburse Manager for all costs incurred and paid by Manager in compensating its employees who perform or provide services on behalf of the Academy at the Academy's location. Such employees are the principal, teachers, and support staff providing direct services at the Academy location. For purposes of this Agreement "Compensating" and "Compensation" shall include salary, health insurance, dental care insurance, eye care insurance, retirement/pension benefits, other fringe benefits, and all payroll taxes required to be paid by Manager under applicable law including unemployment and social security tax payments. Manager shall not provide for compensation beyond the level set forth in the Academy's duly adopted budget.

5.04. Time and Priority of Payments.

(a) Timing of Fee. The fee due to Manager pursuant to Section 5.01 shall be calculated for each school year at the same time as the state of Michigan calculates the SSA, and any adjustments to such calculation by the State of Michigan shall occur at the same time as the State of Michigan makes adjustments to the SSA. Manager shall receive its fee under Section 5.01, as calculated pursuant to the preceding sentence, according to the number of installments made by the state of Michigan. Such installments shall be due and payable within five business days upon receipt from the authorizer.

(b) Reimbursements. Payments due and owing to Manager pursuant to Section 5.03 shall be made by the Academy to Manager within ten (10) days of the Academy's receipt of the invoice billing.

(c) Priority of Payments. The Academy shall satisfy its payment obligations under this Article to Manager in the following order of priority with State School 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 funds received from DPSCD, (i) provided that there has been no material breach under the Contract by the Academy or its Manager; (ii) provided that DPSCD has not been directed by the Michigan Department of Education to withhold payment of any State School Aid to the Academy; (iii) subject to any contractual right DPSCD may have to withhold a portion of any State School Aid as payment for services provided by DPSCD to the Academy, and (iv) otherwise pursuant to terms of the Contract: (1) to reimburse Manager pursuant to Section 5.03 for sums due and owing for previous months; (2) to reimburse Manager pursuant to Section 5.03 for sums due and owing for the current month; (3) to pay Manager for installment payments of Manager's fee due and owing pursuant to Section 5.01 for previous months; and (4) to pay Manager for installment payments of Manager's fee due and owing pursuant to Section 5.01 for the current month.

(d) No Markup. Any equipment and supplies purchased with Academy funds shall be Academy property. Manager certifies that it will not mark up costs for supplies, materials, equipment, or services procured by Manager on behalf of the Academy and will inventory all supplies, material, and equipment located at the Academy and provide same to the Academy Board. Manager agrees to follow the Board's written policies governing the procurement of supplies, materials, and equipment in compliance with section 380.1274 of the Code.

5.05. Other Institutions. The Academy acknowledges that Manager may enter into similar management agreements with other public or private educational schools or institutions ("Institutions"). Manager shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If Manager incurs authorized reimbursable expenses on behalf of Academy and other Institutions which are incapable of precise allocation between the Academy and such

Institutions, then Manager shall itemize the expenses and allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy, or by Manager for the specific benefit of the Academy, shall be maintained in separate accounts and used solely for the Academy.

5.06. Financial Reporting. Manager shall provide the Board with:

(a) Assistance to the Academy's auditor in its performance of annual audits in compliance with state law. Manager shall not select or retain the Academy's auditor. Further, the Academy's financial and other Manager-related records will be made available to the Academy's independent auditor and the Manager will cooperate with said auditor.

(b) Reports on Academy operations, finances, and student performance, upon the request of the Academy, DPSCD, or the State of Michigan, but not less frequently than four (4) times per year.

(c) Other information on a periodic basis to enable the Board to monitor Manager's educational performance and the efficiency of its operations of the Academy.

5.07. Access to Records. Manager shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of Manager and maintain all such records on site at the Academy. Upon termination or expiration of this Agreement, Manager shall turn over an orderly and organized set of such records to the Academy.

5.08. Independent Auditor. The Academy's financial and other records related to the Manager will be made available to the Academy's independent auditor, who shall be selected and solely retained by the Board. Manager's staff will cooperate with the independent auditor.

5.09. Approval of Budget. The Board shall be responsible for approving the annual budget of the Academy.

ARTICLE VI. PERSONNEL AND TRAINING

6.01. Personnel Responsibility. Subject to the Contract, Manager shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Educational Program. No employee of Manager shall be designated as the Chief Administrative Officer of the Academy, as defined in Section 2b (3) of the Uniform Budgeting and Account Act, Act

2 of 1968, as amended, but an employee of Manager may be a designee of the Chief Administrative Officer for certain ministerial functions.

6.02. Principal. Because the accountability of Manager to the Academy is an essential foundation of this partnership, and because the responsibility of a principal ("Principal") is critical to its success, the principal will be an employee of Manager and Manager will have the authority, consistent with state law and subject to the approval of the Board, to select and supervise the principal and to hold him or her or accountable for the success of the Academy. The employment contract with the principal and the duties and Compensation of the Principal shall be determined by Manager, subject to the annual budget approved by the Board. The Principal and Manager, in turn, will have similar authority to select the teachers in the Academy, subject to review and approval by the Board.

6.03. Teachers. Manager shall determine the number of teachers required for the operation and the applicable grade levels and subjects required for the operation of the Academy. Manager shall provide the Academy with such teachers, qualified in the grade levels and subjects, as are required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy. Such teachers may, in the discretion of Manager, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by Manager. Each teacher assigned to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code, to the extent required under the Code and have undergone a criminal background check and unprofessional conduct check, as required under the Code.

6.04. Support Staff. Manager shall determine the number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the principal, a bookkeeping staff, and the like.

6.05. Employer of Personnel. The principal and all teaching and instructional personnel provided by Manager to the Academy pursuant to this Agreement, and performing functions on behalf of the Academy shall be employees of Manager and not the Academy. Compensation, payroll taxes and benefits of all employees of Manager performing services at the Academy as principal, teachers or support staff shall be paid by Manager and reimbursed by the Academy. Manager shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Manager shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Teachers employed by Manager shall not be considered teachers for purposes of continuing tenure under MCLA 38.71-38.191.

6.06. Training. Manager shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis. Such methodology shall at a minimum use Manager's teaching staff to utilize their own professional abilities to provide in-service training to each other. Non-instructional personnel shall receive such training as Manager determines as reasonable and necessary under the circumstances.

6.07. Noncompete. Manager may not enter into a noncompete agreement with any of Manager's staff assigned to the Academy.

ARTICLE VII. TERMINATION OF AGREEMENT

7.01 By Manager.

(a) Manager may terminate this Agreement prior to the end of the term specified in Article II in the event the Board fails to remedy a material breach within 60 days after notice from Manager. A material breach includes, but is not limited to, the Academy's failure to pay any fee or reimbursement required by the terms of this Agreement. Termination shall not relieve the Academy of any obligations for payments outstanding to Manager as of the date of termination; the Academy shall not be obligated to make further payments to Manager.

(b) By Academy. The Academy may terminate this Agreement prior to the end of the Renewed Term (i) pursuant to the proviso to Section 2.01 or (ii) in the event that Manager shall fail to remedy a material breach within 60 days after notice from the Board. Material breach includes, but is not limited to: (1) failure to account for its expenditures or to pay Academy operating costs as required under this Agreement (provided funds are available to do so), (2) failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, or (3) failure to abide by and meet educational goals set forth in the Contract.

In the event DPSCD determines to exercise its prerogative under the Contract to reconstitute the Academy by requiring the early termination or amendment of this Agreement, such early termination or amendment of this Agreement, will be with no cost or penalty to the Academy, and no recourse to DPSCD or any third party affiliated with or engaged by DPSCD, by the Manager or any subcontracted person or entity of the Manager,

7.02. Change in Law. If any federal, state or local law or regulation, or court or administrative decision or Attorney General's opinion has a material adverse impact on the ability of either party to carry out its obligations under this Agreement and if the parties are unable or unwilling to renegotiate the terms within 30 days after such change in law, the party requiring the renegotiation may terminate this Agreement on 30 days' further written notice.

7.03. Termination/Expiration.

(a) Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the Renewed Term specified in Article II, absent unusual and compelling circumstances, the termination will not become effective until the end of the academic year following the notice of termination.

(b) Personal Property. Upon termination or expiration of this Agreement, for any reason, the Academy shall elect whether to (a) return any property that has been purchased or leased from a third party with Manager funds to Manager or (b) purchase such property from Manager or said third party for the fair market value of said equipment. All property purchased with funds belonging to the Academy, shall be and remain property of the Academy.

(c) Future Advances/Out-of-Pocket Expenses. Manager shall not make future advances or expend funds out-of-pocket, unless specifically in accordance with the terms of this Agreement.

7.04. Transition. In the event of termination of this Agreement for any reason by either party or pursuant to the terms of the Contract prior to the end of the Renewed Term, Manager shall provide the Academy good faith, reasonable assistance for up to 90 days to assist in the transition to a new management format or to another manager. Manager may charge a reasonable fee for the service specified in the previous sentence. Upon termination, and without charge, the Manager shall (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to a new manager, if any; (iii) organize and prepare student records for transition to a new manager, if any; and (iv) provide for the orderly transition of employee compensation and benefits to a new manager, if any, without disruption to staff.

7.05. Reconstitution. In the event DPSCD exercises its right under section 507(6) of the Code to reconstitute the Academy by requiring early termination or amendment of the Contract or by revoking the power of the Academy to enter into agreements with educational service providers, then neither DPSCD nor any third party affiliated with or engaged by DPSCD shall be liable for such action. Other than the Academy's obligation to make payments and to reimburse amounts owed under this Agreement to Manager as of the date of early termination or amendment of the Contract, such early termination or amendment will not result in additional cost or penalty to the Academy and the obligation to make any other payments shall end as of the date of such termination.

**ARTICLE VIII.
PROPRIETARY INFORMATION**

8.01. Required Disclosure. The Academy shall be permitted to report any new teaching techniques or methods or significant revisions to known teaching techniques or methods to DPSCD and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provide in Sections 505(3) of the Code.

To the extent required under the Code and the Freedom of Information Act, MCLA 15.231 et seq., Manager's educational materials and teaching techniques used at the Academy are subject to public disclosure.

8.02. Ownership. All instructional materials, training materials, curriculum, lesson plans, and any other materials designed or developed by Manager with funds Manager received from the Academy shall be considered "work made for hire" as such term is defined in Section 101 of the Copyright Act, 17 U.S. Code, Section 101, and the Academy shall own all copyright and other proprietary rights to such instructional materials, training materials, curriculum, lesson plans, and materials developed by the Manager, its employees, agents, or subcontractors performing under this Agreement.

ARTICLE IX. INDEMNIFICATION

9.01. Indemnification of Manager. To the extent permitted by law, the Academy shall indemnify and save and hold Manager and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Manager for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this section may be met by the purchase of insurance pursuant to Article X.

9.02. Limitations of Liabilities. The Academy may, in its discretion, assert any immunities or statutory limitations of liability in connection with any claims arising under this Agreement.

9.03. Indemnification of Academy. Manager shall indemnify and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason, of any noncompliance by Manager with any agreements, covenants, warranties or undertakings of Manager contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the Manager contained in or made pursuant to this Agreement. In addition, Manager shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this section may be met by the purchase of insurance pursuant to Article X.

9.04. Indemnification of DPSCD. In consideration for the grant of the Contract to the Academy, which is of material value to Manager, the parties to this Agreement hereby promise to indemnify and hold harmless DPSCD and its Board of Education (collectively and individually), officers, employees, agents, or representatives from all claims, demands or liability, including attorney fees, and related expenses on account of injury,

loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of DPSCD or its Board, which arise out of or are in any manner connected with DPSCD's approval of the Application, the Board of Education's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by DPSCD and its Board of Education (collectively and individually), officers, employees, or agents, or representatives upon information supplied by the Academy or the Manager or which arise out of a failure of the Academy to perform its obligations under the Contract issued to the Academy by the Board of Education. Manager expressly acknowledges and agrees that DPSCD and the Board of Education (collectively and individually), officers, employees, agents, or representatives may commence legal action against Manager to enforce its rights as set for in this Agreement.

**ARTICLE X.
INSURANCE**

10.01. Insurance Coverage. The Academy and Manager shall maintain such policies of insurance as required by the Contract, Michigan Universities Self-Insurance Corporation ("MUSIC"), or applicable law. The insurance must be obtained from a mutual stock, or other responsible company licensed to do business in the State of Michigan. The Academy and Manager will name DPSCD as an additional insured on such policies. The Academy and Manager may join with other public school academies to obtain insurance if the Academy and Manager find that such an association would provide economic advantages to the Academy. During the term of the Contract, the Academy and Manager shall maintain insurance coverage as follows:

POLICY TYPE	MINIMUM COVERAGE REQUIREMENTS
<p><i>Commercial Property Policy</i> This shall be an all risk policy covering real and personal property of the Academy both on premises and in transit. Replacement cost coverage is required.</p>	<p>Replacement cost for the Academy's real and personal property on the premises and in transit.</p>
<p><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.</p>	<p>\$1,000,000 per occurrence/\$2,000,000 aggregate</p>
<p><i>Automobile Liability/Statutory No-Fault</i> This coverage must be provided on all licensed vehicles owned, leased, or rented by the Academy.</p>	<p>\$1,000,000</p>

<i>Umbrella Excess Liability</i> This coverage must provide a minimum of follow form excess liability coverage.	\$2,000,000
<i>Workers Compensation</i> <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.</i>	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

The Academy and Manager shall require any and all third parties retained to perform or to assist in performing duties and obligations specified under the Contract to maintain insurance coverage in such amount and on such terms consistent with this Section, and shall name DPSCD as an additional insured. Insurance certificates documenting purchase of the required insurance, including any updates to such policies, shall be secured by the Academy and Manager and held onsite, and copies 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.. The Academy shall maintain insurance on its facility and related capital items leased by the Academy, all as may be required by the terms of the Academy's lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. In the event that MUSIC or DPSCD modifies the level, type, scope, or other aspect of such coverage, than Manager agrees to undertake like and similar modifications within thirty (30) days of being notified of such change.

10.02. Worker's Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees, if any.

**ARTICLE XI.
WARRANTIES AND REPRESENTATIONS**

11.01. Academy Warranties and Representations. The Academy represents that it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have

been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

11.02. Manager Warranties and Representations. Manager warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. Manager represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. Manager warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

11.03. Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

12.01. Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, by an arbitrator knowledgeable and expert in Michigan and federal education law with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction.

ARTICLE XIII. MISCELLANEOUS

13.01. Sole Agreement. This Agreement constitutes the entire agreement of the parties and supersedes and replaces any and all prior agreements and understandings between the Academy and Manager.

13.02. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, or other acts beyond its reasonable control; provided either party may terminate this Agreement under Article VII if sufficient grounds exist as required by Article VII.

13.03. State Governing Law. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan.

13.04. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the address set forth below. Notice may be given by: (1) certified or registered mail, postage prepaid, return receipt requested, or (2) personal delivery. The address of the parties hereto for the purposes aforesaid shall be:

If to DPSCD: Detroit Public Schools Community District
Charter School Department
3011 W. Grand Blvd., 9th Floor
Detroit, Michigan 48202

With a copy to: Detroit Public Schools Community District
Office of the General Counsel
3011 W. Grand Blvd., 10th Floor
Detroit, Michigan 48202

If to the Academy: Rutherford/Winans Academy
16411 Curtis Street
Detroit, Michigan 48235

With copies to: Deborah L. Baughman
Jaffe, Raitt, Heuer & Weiss, Professional Corporation
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034

And

Joe Urban
Clark Hill LLC
151 S. Old Woodward, Suite 200
Birmingham, Michigan 48009

If to Manager: Marvin L. Winans
Solid Rock Management Company
7616 E. Nevada St.
Detroit, Michigan 48234

With a copy to: Steven G. Cappellino
Varnum LLP
160 W. Fort Street, 5th Floor
Detroit, Michigan 48226

13.05. Assignment. This Agreement may not be assigned by Manager without the prior consent in writing of the Academy (which consent shall not be unreasonably withheld) or by the Academy without the prior consent in writing of Manager (which consent shall not be unreasonably withheld, provided that Manager may, without the consent of the Academy, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any independent contractor, expert, or professional adviser.

13.06. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both the President of the Academy and an authorized officer of Manager. In addition, the Board must submit any and all amendments or modifications of this Agreement to DPSCD not less than 45 days prior to the Board's approval of amendments or modifications. No amendment or modification of this Agreement shall be effective unless and until DPSCD has notified the Academy in writing that it does not disapprove of the amendment or modification.

The Academy Board and Manager may not agree to amend this Agreement without notifying DPSCD. No amendment shall be contrary to the Contract, and each shall be accompanied by a Legal Opinion required under Section 9.01 of the Contract. Whether or not substantial, the Academy shall submit to DPSCD all amendments to this Agreement within ten (10) days the effective date of the amendment. No amendment will be effective until DPSCD notifies the Academy that it does not disapprove the amendment.

13.07. Amendment for Obtaining Tax-Exempt Financing. The parties agree to promptly amend this Agreement to comply with reasonable interpretations of Revenue Procedure 97-13 or any successor document should such be necessary for participation by the Academy in tax-exempt financing of operational or facilities-related indebtedness requested by the Academy Board and undertaken in compliance with the Contract.

13.08. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

13.09. Severability. The invalidity of any of the covenants, phrases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

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

13.11. No Third-Party Rights. This Agreement is made for the sole benefit of the Academy and Manager. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

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

13.13. Approval of DPSCD Required. The parties hereto acknowledge that this Agreement must be reviewed by DPSCD and may be disapproved by DPSCD. This Agreement shall not become effective until DPSCD notifies the Academy that it has not disapproved the Agreement.

13.14. Conflict with Contract. Manager and the Academy have received and reviewed the Contract. No portion of this Agreement shall conflict with the Contract. To the extent that there is conflict between this Agreement and any term of the Contract, whether now or in the future, the Contract shall govern. Manager agrees to comply with each and every section of the Contract applicable to it and to comply with the provisions prohibiting conflicts of interest in the Contract and under applicable law.

13.15 Bankruptcy. Manager will notify the Board if Manager or any principal or officer of Manager, including any related organizations or organizations in which a principal or officer of Manager served as a principal or officer, files for bankruptcy protection in the last 6 months or within applicable preference period, whichever is longer.

13.16 Counterparts: copies. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement, and copies (facsimile, photostatic, electronic or otherwise) of signatures to this Agreement shall be deemed to be originals and may be relied upon to the same extent as though such copy or fax was an original.

[Signatures on next page]

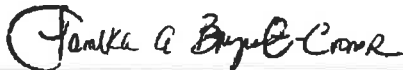
IN WITNESS WHEREOF, the undersigned have executed this Second Amended and Restated Management Agreement as of the date and year first above written.

Solid Rock Management Company


Rutherford Winans Academy



Signature



Signature



Date



Date

19707597.1

ATTACHMENT O
INSURANCE CERTIFICATES



RUTHWIN-01

B WEEKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER General Agency Company 525 E. Broadway Mount Pleasant, MI 48858	CONTACT NAME: Beverly Weeks	
	PHONE (A/C, No, Ext): (989) 817-4236	FAX (A/C, No): (989) 772-1855
	E-MAIL ADDRESS: bweeks@ga-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Rutherford Winans Academy c/o Reginald Scott 16411 Curtis St Detroit, MI 48235-3202	INSURER A : EMC Property & Casualty Co	25186
	INSURER B : Employers Mutual Casualty Co	21415
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

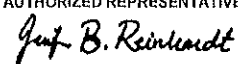
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		4D77341	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4E77341	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4J77341	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Pers/Adv Injury \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4H77341	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Detroit Public Schools is Additional insured with regards to General Liability as respects their written contract with the named insured for their leased space at Rutherford Winans Academy. \$500,000 Employee Dishonesty coverage also provided.

CERTIFICATE HOLDER

CANCELLATION

Detroit Public Schools Community District Office of Real Estate 3011 W Grand Blvd Detroit, MI 48202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



RUTHWIN-01

B WEEKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER General Agency Company 525 E. Broadway Mount Pleasant, MI 48858	CONTACT NAME: Beverly Weeks PHONE (A/C, No, Ext): (989) 817-4236 FAX (A/C, No): (989) 772-1855		
	E-MAIL ADDRESS: bweeks@ga-ins.com		
INSURED Rutherford Winans Academy c/o Reginald Scott 16411 Curtls St Detroit, MI 48235-3202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: EMC Property & Casualty Co		25186
	INSURER B: Employers Mutual Casualty Co		21415
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		4D77341	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		4E77341	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		4J77341	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Pers/Adv Injury \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4H77341	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property	X		4A77341	7/1/2021	7/1/2022	Occurrence 1,000,000
B	Linebacker	X		4K77341	7/1/2021	7/1/2022	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Detroit Public Schools Community District is additional insured as respects General Liability, Auto Liability, Linebacker, and Umbrella coverages on a primary & non-contributory basis.

CERTIFICATE HOLDER**CANCELLATION**

Detroit Public Schools Community District 3011 W Grand Blvd Detroit, MI 48202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jeff B. Reinhardt</i>
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RUTHWIN-01

BWEEKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2021

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER General Agency Company 525 E. Broadway Mount Pleasant, MI 48858	CONTACT NAME: Beverly Weeks		
	PHONE (A/C, No, Ext): (989) 817-4236	FAX (A/C, No): (989) 772-1855	
E-MAIL ADDRESS: bweeks@ga-ins.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Rutherford Winans Academy c/o Reginald Scott 16411 Curtis St Detroit, MI 48235-3202	INSURER A : EMC Property & Casualty Co		25186
	INSURER B : Employers Mutual Casualty Co		21415
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4D77341	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4E77341	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4J77341	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Pers/Adv Injury \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4H77341	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			4A77341	7/1/2021	7/1/2022	Occurrence \$ 1,000,000
B	Linebacker			4K77341	7/1/2021	7/1/2022	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
\$500,000 Employee Dishonesty coverage is also provided.

CERTIFICATE HOLDER Solid Rock Management 3031 W Grand Blvd, Ste 524 Detroit, MI 48202-3008	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jeff B. Reinhardt</i>
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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