

STRICT DISCIPLINE ACADEMY CONTRACT BETWEEN

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT
(The Authorizing Body)

AND

CAPSTONE ACADEMY CHARTER SCHOOL
(A Strict Discipline Academy)

| | | |
|--------------------|---|----------|
| ARTICLE I | DEFINITIONS | 1 |
| Section 1.01 | <i>Certain Definitions.....</i> | 1 |
| Section 1.02 | <i>Statutory Definitions</i> | 3 |
| Section 1.03 | <i>Number and Gender.....</i> | 3 |
| Section 1.04 | <i>Exhibits</i> | 3 |
| Section 1.05 | <i>Attachments.....</i> | 3 |
| Section 1.06 | <i>Conflicting Contract Provisions.</i> | 3 |
| | | |
| ARTICLE II | LEGAL STATUS OF THE STRICT DISCIPLINE ACADEMY | 3 |
| Section 2.01 | <i>Governing Law.....</i> | 3 |
| Section 2.02 | <i>Limitation on Actions to Performance of Governmental Functions.....</i> | 4 |
| Section 2.03 | <i>Independent Status of the SDA.....</i> | 4 |
| Section 2.04 | <i>Relationship between the SDA and DPSCD</i> | 4 |
| | | |
| ARTICLE III | ORGANIZATIONAL STRUCTURE AND GOVERNANCE PLAN..... | 4 |
| Section 3.01 | <i>Non-Profit Status.....</i> | 4 |
| Section 3.02 | <i>Method of Selection, Length of Term, and Number of Directors.....</i> | 4 |
| Section 3.03 | <i>Articles of Incorporation.....</i> | 5 |
| Section 3.04 | <i>Governance Structure</i> | 5 |
| Section 3.05 | <i>DPSCD Approval for Assignments and Transfers</i> | 5 |
| Section 3.06 | <i>Conflicts of Interest.....</i> | 5 |
| | | |
| ARTICLE IV | OPERATION OF THE STRICT DISCIPLINE ACADEMY | 6 |
| Section 4.01 | <i>Nonsectarian and Non-Religious Operation</i> | 6 |
| Section 4.02 | <i>Accounting Standards</i> | 6 |
| Section 4.03 | <i>Acquisition and Ownership of Property and Borrowing Limitations.....</i> | 6 |
| Section 4.04 | <i>Contributions and Fundraising</i> | 7 |
| Section 4.05 | <i>Role of Parents and Guardians.....</i> | 7 |
| Section 4.06 | <i>Condemnation.....</i> | 7 |
| Section 4.07 | <i>Special Education Services.....</i> | 7 |
| Section 4.08 | <i>English Language Learners.....</i> | 7 |
| Section 4.09 | <i>Open Meetings</i> | 7 |
| Section 4.10 | <i>Prohibition of Identified Family Relationships.....</i> | 7 |
| Section 4.11 | <i>Prohibition of Employment in More than One Full-time Position</i> | 8 |
| | | |
| ARTICLE V | CURRICULUM, INSTRUCTIONAL METHODS, AND PUPIL ASSESSMENT | 8 |
| Section 5.01 | <i>Curriculum.....</i> | 8 |
| Section 5.02 | <i>Benchmarks, Academic Assessments, and Indicators of Performance.....</i> | 8 |
| Section 5.03 | <i>Determining Educational Success of the SDA</i> | 8 |
| Section 5.04 | <i>Reports to DPSCD</i> | 8 |
| | | |
| ARTICLE VI | GRADE LEVELS AND PUPIL ENROLLMENT | 9 |
| Section 6.01 | <i>Enrollment Capacity</i> | 9 |
| Section 6.02 | <i>Enrollment of Students</i> | 9 |
| Section 6.03 | <i>Tuition Prohibited</i> | 9 |

Section 6.04 *Student Enrollment Count*9
Section 6.05 *Student Identification*9

ARTICLE VII SCHOOL CALENDAR.....9
Section 7.01 *Continuation of Operations*9
Section 7.02 *Fiscal Year*10
Section 7.03 *Length of School Day*.....10
Section 7.04 *Common Calendar*10

ARTICLE VIII STRICT DISCIPLINE ACADEMY STAFF10
Section 8.01 *Authorization of Employment*10
Section 8.02 *Status as Employees*10
Section 8.03 *Board Liaison*.....10
Section 8.04 *Employment Qualifications*.....10
Section 8.05 *Employee License or Certification*.....10
Section 8.06 *Criminal Background and Unprofessional Conduct Checks*11
Section 8.07 *Total Compensation*11

ARTICLE IX MANAGEMENT AGREEMENT11
Section 9.01 *Contract with Educational Service Providers*11
Section 9.02 *Management Agreement*.....11
Section 9.03 *Review of Management Agreements*11

ARTICLE X ACADEMY FACILITIES.....15
Section 10.01 *Location of Operation*.....15
Section 10.02 *Description of the Facilities*.....15
Section 10.03 *Right of Occupancy and Use*.....15
Section 10.04 *Notice of Material Changes*15
Section 10.05 *Prohibition of Academy Facility*.....15

ARTICLE XI BUDGET, FINANCIAL PLANS, AND AUDITS16
Section 11.01 *Fiscal Agent*16
Section 11.02 *Annual Audit*16
Section 11.03 *Budget and Accounting*16
Section 11.04 *Inspection and Review*16
Section 11.05 *Insurance*.....16
Section 11.06 *Indemnification*17
Section 11.07 *Terms of Insurance and Indemnification*18
Section 11.08 *Notice of Claims*.....18

ARTICLE XII COMPLIANCE WITH LAW18
Section 12.01 *Generally*.....18
Section 12.02 *Specific Assurances*.....19
Section 12.03 *Open Meetings Act*.....19
Section 12.04 *Freedom of Information Act*.....19
Section 12.05 *Competitive Bidding*.....20

Section 12.06 *Other Statutes Specified in Section 1311(e)(6)*20

Section 12.07 *Notice of Judicial or Administrative Proceedings*20

Section 12.08 *Transparency Reporting*20

Section 12.09 *Maintenance of Records*21

Section 12.10 *Facility Signage*21

Section 12.11 *Certified Staff*.....21

ARTICLE XIII **OVERSIGHT OF THE STRICT DISCIPLINE ACADEMY21**

Section 13.01 *SDA Responsibilities*21

Section 13.02 *DPSCD Responsibilities*22

Section 13.03 *Administrative Fee*22

ARTICLE XIV **TERM, MODIFICATION, AND TERMINATION/REVOCAION OF THE**
****CONTRACT**.....22**

Section 14.01 *Term and Renewal*22

Section 14.02 *Amendments*22

Section 14.03 *Termination by Agreement of Parties*23

Section 14.04 *Grounds for Termination or Revocation*.....23

Section 14.05 *Procedures for Termination or Revocation*24

Section 14.06 *Authority and Finality of DPSCD’ Decisions*.....24

Section 14.07 *SDA’s Responsibilities upon Termination, Revocation or Non-Renewal.*24

Section 14.08 *Final Obligations*25

Section 14.09 *Notification by State*.....25

Section 14.10 *Notification by Superintendent of Public Instruction*25

Section 14.11 *Issuance of Order*.....25

Section 14.12 *Corrective Action by Order of Reconstitution*.....26

ARTICLE XV **REQUIRED DELIVERY OF CERTAIN DOCUMENTS.....27**

Section 15.01 *Use License*27

Section 15.02 *Non-Compliance with Delivery of Contracts*.....27

Section 15.03 *Notification of DPSCD*27

ARTICLE XVI **GENERAL TERMS.....27**

Section 16.01 *Notices*27

Section 16.02 *Interpretation, Enforcement, Validity, Construction and Effect*.....27

Section 16.03 *Captions*28

Section 16.04 *Non-Waiver*28

Section 16.05 *Force Majeure*28

Section 16.06 *Severability*28

Section 16.07 *Counterparts*28

Section 16.08 *Access to Copies of the Contract*28

Section 16.09 *DPSCD Immunity*.....28

Section 16.10 *Entire Contract*29

Section 16.11 *Contract Submission to MDE*29

DETROIT PUBLIC SCHOOLS STRICT DISCIPLINE ACADEMY CONTRACT

This Strict Discipline Academy Contract made and entered as of July 1, 2017, by and between the Detroit Public Schools Community District ("DPSCD"), a Michigan public school district and statutory body, and Capstone Academy Charter School (the "SDA"), a Michigan non-profit corporation.

WHEREAS, DPSCD and the SDA are authorized to enter into this Contract for the purposes stated herein pursuant to Sections 380.1311b through and including 380.1311m, of the Michigan Revised School Code, Act 451 of 1976, as amended (the "Code"); and

WHEREAS, the SDA has been operating as a strict discipline academy since August 15, 2012 pursuant to a charter contract with the School District of the City of Detroit of that same date; and

WHEREAS, DPSCD has, by resolution of its Board of Education dated March 14, 2017, reauthorized the issuance of a contract to the SDA 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

WHEREAS, the Board of Directors (the "Directors") of the SDA has, by resolution adopted as of April 27, 2017, approved the form of this Contract and authorized the execution and delivery of this Contract by the undersigned officers of the SDA and the performance of the terms hereof by such officers and by all other applicable Directors, officers, employees, and agents of the SDA.

NOW, THEREFORE, DPSCD and the SDA agree as follows:

ARTICLE I DEFINITIONS

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 "SDA" means the Michigan non-profit corporation that is established as a Strict Discipline Academy pursuant to to Articles of Incorporation filed with the Michigan Department of Licensing and Regulatory Affairs on June 19, 2012 and authorized under this contract. "Authorizing Body" means DPSCD.
- (b) "Academy Funds" means money, including, but not limited to, State School Aid, grants or donations, paid, due or belonging to the Academy.

- (c) “Board of Education” means the elected board of DPSCD or other duly authorized individual or governing body empowered by law to manage 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 Strict Discipline Academy and all documents incorporated herein by reference.
- (f) “Code” means the Michigan Revised School Code, Act 451 of 1976, as amended, which is codified at Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (g) “Detroit Public Schools” or “DPSCD” means the Detroit Public Schools Community District established pursuant to the Code.
- (h) “Director(s)” means a person who is a member of the SDA Board , as identified on Attachment A, attached hereto and made a part hereof.
- (i) “DPSCD Designee” means the DPSCD Office of Charter Schools.
- (j) “Director of Charter Schools” means the Director of the DPS Office of Charter Schools or the person holding office at DPS with responsibility over such matters.
- (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 in accordance with the terms of Article IX of this Contract.
- (m) “ESP Requirements” means the Public School Academy Educational Service Providers Requirements prepared by DPSCD Office of Charter Schools.
- (n) “ESSA” means the Every Student Succeeds Act of 2015 (Pub. L. No. 1114-95 (December 10, 2015)).
- (o) “PSA Board” means the board of directors of the PSA.
- (p) “Resolution” means the Resolution of the Board of Education, dated March 14, 2017, which, for the purposes of this Contract, shall constitute an authorizing body resolution described in the Code.
- (q) “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.

- (r) “SDA Board” means the board of Directors of the SDA.
- (s) “State School Aid Act” means the State School Aid Act 94 of 1979, as amended, which is codified at Sections 388.1601 to 388.1772 of the Michigan Compiled Laws.
- (t) “State School Aid” means funds received pursuant to the State School Aid Act.
- (u) “Transparency Reporting” means all documents required to be obtained by the Board and provided to DPSCD.

1.02 *Statutory Definitions.* Statutory terms, used in this Contract, and defined in the Code shall have the same meaning in this Contract.

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.

1.04 *Exhibits.* All Exhibits to this Contract are incorporated into, and made part of, this Contract.

1.05 *Attachments.* The Attachments to this Contract, including the Management Agreement, the Lease and staff contracts are not incorporated by reference and not made a part of this Contract. Attachments to this Contract are added as a matter of record keeping and to confirm their non-disapproval by DPSCD. The addition of the Attachments is not intended to make DPSCD a party to any of the contracts in the Attachments.

1.06 *Conflicting Contract Provisions.* In the event that there is a conflict between language contained in the provisions of this Contract, this Contract shall be interpreted as follows:

- (i) the Resolution shall control over any other conflicting language in the Contract; and
- (ii) this Contract shall control over any other conflicting language in the Attachments.

ARTICLE II LEGAL STATUS OF THE STRICT DISCIPLINE ACADEMY

2.01 *Governing Law.* The SDA is a Michigan Strict Discipline Academy, established pursuant to Sections 1311b through 1311m of the Code 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 strict discipline academies as they may be established from time to time, except to the extent exempted by law.

- 2.02 *Limitation on Actions to Performance of Governmental Functions.* The SDA shall act exclusively as a Strict Discipline Academy and shall not undertake any action inconsistent with its status as a Strict Discipline Academy under the Code, including, but not limited to, its authorization to receive State School Aid.
- 2.03 *Independent Status of the SDA.* The SDA is not a division or part of DPSCD, and nothing in this Contract shall be construed to create a partnership or joint venture between the parties or to waive any aspect of DPSCD' autonomy or powers.
- 2.04 *Relationship between the SDA and DPSCD.* The relationship between the SDA and DPSCD is based solely on the applicable Code provisions and the terms of this Contract.

ARTICLE III ORGANIZATIONAL STRUCTURE AND GOVERNANCE PLAN

- 3.01 *Non-Profit Status.* The SDA is and at all times shall be organized and operated as a non-profit corporation organized under the Michigan Nonprofit Corporation Act, Act 162 of 1982, as amended, MCL 450.2101, et. seq.
- 3.02 *Method of Selection, Length of Term, and Number of Directors.* The current Directors of the SDA Board are the individuals named on **Exhibit A**, who are each a citizen of the United States. In the event of a vacancy on the SDA Board, whether by resignation, removal or conclusion of a term, the SDA Board, within thirty (30) days of such vacancy, shall present the names and credentials of at least two qualified persons for each vacancy to DPSCD, along with such additional forms, information and certificates required by DPSCD. 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 SDA Board. Thirty (30) days after the effective date of the vacancy (whether or not the SDA 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 SDA 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 SDA Board is required to satisfy any and all criminal background check requirements of DPSCD and/or the Code and to pay the costs related thereto.
 - (a) Length of Term. The term of each member of the SDA Board shall be three (3) years. Directors continuing on the Board at time of the re-authorization contemplated by this Contract will serve out their remaining terms, subject to their earlier removal, resignation, retirement or death.
 - (b) 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 Directors.

- (c) Number of Directors. The number of Directors of the SDA Board shall (i) not be fewer than five (5) nor more than nine (9) as determined from time to time by the SDA Board with the consent of DPSCD and (ii) be an uneven number. All Directors of the Academy Board shall be citizens of the United States and residents of Michigan.
- (d) Qualifications. To the extent possible, the Directors of the SDA Board shall include at least one representative of the parents of children attending the Academy. Directors of the SDA 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 directorship and the lease was approved by a majority of the other Directors; or (iv) executive employees or members of the Board of Education or their Relatives
- (e) Oath. All Directors of the SDA'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.

3.03 *Articles of Incorporation.* Unless amended pursuant to this Contract, the articles of incorporation of the SDA as set forth in **Exhibit B**, shall be the governing Articles of Incorporation of the SDA.

3.04 *Governance Structure.* The SDA shall be organized and administered under the direction of the SDA Board and pursuant to the governance structure of the SDA, as set forth in the bylaws, attached hereto as **Exhibit C**.

3.05 *DPSCD Approval for Assignments and Transfers.* The SDA may not transfer or assign its rights and responsibilities under this Contract, including by contract, the operation of the SDA, without the prior written approval of DPSCD and a written amendment of this Contract. 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.

3.06 *Conflicts of Interest.* All employees and officers of the SDA shall comply with the provisions of the Contracts of Public Servants with Public Entities Act, Act 317 of 1968, as amended, MCL 15.321, *et. seq.* regarding conflicts of interest and the Incompatibility of Public Offices Act, Act 566 of 1978, as amended MCL 15.181, *et seq.* regarding incompatible public offices. In addition, the SDA Board, by approval of this Contract, does hereby adopt the conflict of interest policy on **Exhibit D** attached hereto, which shall apply in all respects to any contract, purchase or obligation of the SDA Board. Any ESP

engaged by the SDA Board shall adopt the conflict of interest policy with respect to its services and actions on behalf of the SDA.

ARTICLE IV OPERATION OF THE STRICT DISCIPLINE ACADEMY

- 4.01 *Nonsectarian and Non-Religious Operation.* To the extent disqualified under the State or Federal constitutions, the SDA 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.
- 4.02 *Accounting Standards.* The SDA shall at all times comply with generally accepted public sector accounting principles applicable to Michigan strict discipline academies as well as the requirements under Article XI of this Contract.
- 4.03 *Acquisition and Ownership of Property and Borrowing Limitations.* The SDA may, pursuant to Subsection 1311e(9) 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. The SDA may not levy taxes. Notwithstanding the foregoing, the SDA, 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 1311h (e) of the Code, the SDA may incur temporary debt in accordance with Section 1225 of the Code.
 - (b) Long-term: The SDA may enter into installment purchase contracts and related security agreements for any lawful purpose described in Sections 380.1311b through 380.1311m.
 - (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.
- 4.04 *Contributions and Fundraising.* The SDA may solicit and receive contributions as permitted by law. No solicitation shall indicate that a contribution to the SDA is for the benefit of the Detroit Public Schools.
- 4.05 *Role of Parents and Guardians.* Where applicable, the SDA shall encourage the active participation of parents and guardians in program related to its student body. Parents and guardians may volunteer or be selected to serve on committees established by the SDA Board.
- 4.06 *Condemnation.* The SDA may not take or condemn property.
- 4.07 *Special Education Services.* The Academy shall provide special education and related services required by applicable law.
- 4.08 *English Language Learners.* The Academy shall provide services to English language learners required by applicable law.
- 4.09 *Open Meetings.* The SDA Board shall conduct all of its regular board meetings in accordance with the Michigan Open Meetings Act, Act 267 of 1976, as amended, MCL 15.261 (the “Open Meetings Act”) and shall conduct all meetings pertaining to the Academy (including regular and special board meetings) at the Academy facility.
- 4.10 *Prohibition of Identified Family Relationships.* No person shall be a member of the SDA 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 SDA 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 SDA Board shall be identified in writing by their respective organizations, by position and company, to the SDA 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.

- 4.11 *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 V CURRICULUM, INSTRUCTIONAL METHODS, AND PUPIL ASSESSMENT

- 5.01 *Curriculum.* The SDA's curriculum is attached hereto as **Exhibit E**.
- 5.02 *Benchmarks, Academic Assessments, and Indicators of Performance.* As required by Section 1311e(5)(e) of the Code, to the extent applicable, the SDA's students must be assessed using at least the Michigan Student Test of Educational Progress (M-STEP), Michigan Merit Exam (MME), Basic Achievement Skills Inventory (BASI) Test, Ansell-Casey Life Skills Assessment and NWEA Measures of Academic Progress (MAP), or an assessment instrument developed under Section 1279g of the Code, the State School Aid Act or other similar law. Methods of pupil assessment are set forth in **Exhibit F**.
- 5.03 *Determining Educational Success of the SDA.* The SDA's educational success will be determined by evidence of the SDA's progress toward reaching the educational goals set forth in **Exhibit G**. At a minimum, those goals shall be:
- (a) Demonstrated improved pupil academic achievement for all groups of pupils.
 - (b) The data from the BASI and Ansell-Casey pre-tests and post-tests must be reported by May 15 annually to the DPSCD Office of Charter Schools through Epicenter. The report must specify the percentage of students that met the growth targets for each assessment within a cohort. Cohorts will be based on the time period that a student is enrolled in the school. The first cohort will reflect students enrolled for 6 months or longer. The second cohort will reflect students enrolled for less than 3 months.

DPSCD reserves the right to change these minimum goals to comply with new state and federal state requirements or educational industry or pedagogical standards in accordance with the amendment provisions in Section 14.02 herein. The Educational Program is attached as **Exhibit H**.

- 5.04 *Reports to DPSCD.* The SDA shall provide the DPSCD Designee with copies of reports and assessments, at least semi-annually, regarding the educational outcomes achieved by pupils of the SDA 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 SDA that evaluate or summarize the performance of the SDA's pupils or staff and such other information and reports requested by, and in a form acceptable to, the Director of Charter Schools.

ARTICLE VI GRADE LEVELS AND PUPIL ENROLLMENT

- 6.01 *Enrollment Capacity.* The SDA serves students ages 10-19 in grades four (4) through twelve (12). Enrollment shall be limited to the amount allowed by the licenses of the residential facilities associated with the Academy.
- 6.02 *Enrollment of Students. Admission Policy.* The Academy shall comply with all admissions policies and criteria required by laws applicable to strict discipline academies under the Code. The Academy must make a reasonable effort to advertise that a strict discipline academy is being created and adequate information on the admission policy, criteria, and process. If there are more applications to enroll in the Academy than there are spaces available, pupils shall be selected to attend using a random selection process. However, the Academy may give enrollment priority to a sibling of a pupil enrolled in the strict discipline academy. Except for a suspended pupil who is attending the Academy for the duration of the suspension, the Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy in the appropriate grade unless the appropriate grade is not offered at the Academy.
- (a) The SDA 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.
- 6.03 *Tuition Prohibited.* The SDA shall not charge tuition. The SDA may impose fees and require payment of expenses for its activities where such fees and payments are not prohibited by law.
- 6.04 *Student Enrollment Count.* The SDA will maintain student enrollment count records in a manner that will enable it to provide an electronic file with student enrollment data.
- 6.05 *Student Identification.* The SDA will assign and use student identification numbers in administering state assessments and in meeting other state data reporting requirements. The SDA 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 VII SCHOOL CALENDAR

- 7.01 *Continuation of Operations.* The SDA shall perform school operations in accordance with the School Calendar and School Day Schedule, which are attached as **Exhibit I**. For each

year of this Contract, the SDA 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.

- 7.02 *Fiscal Year.* The SDA fiscal year shall be July 1 – June 30 for each school year under this Contract.
- 7.03 *Length of School Day.* For each year of this Contract, the SDA shall approve the length of the school day no later than April 1st of the prior school year.
- 7.04 *Common Calendar.* The SDA shall adhere to the Common Calendar established by Wayne RESA unless the Academy obtains a waiver. If a waiver is obtained, the PSA shall cause such documentation to be filed with the DPSCD Office of Charter Schools within 10 days.

ARTICLE VIII STRICT DISCIPLINE ACADEMY STAFF

- 8.01 *Authorization of Employment.* The SDA may employ or contract with personnel and companies for the operation of the SDA, to prescribe their duties, and to fix their compensation, as permitted by applicable law.
- 8.02 *Status as Employees.* All persons employed to work for the SDA, not including persons employed by an educational service provider (“ESP”) pursuant to Article IX or other authorized subcontractor, are deemed to be SDA employees. **Attachment 2** includes all Academy staff job descriptions. The SDA Board shall provide the DPSCD Designee with all contracts with SDA staff and any amended or additional contracts for employment at the SDA not more than ten (10) business days after such contract is executed. These contracts shall be kept on file with the Office of Charter Schools.
- 8.03 *Board Liaison.* If the Academy employs a Board liaison or contract administrator, it shall specify the role of such individual or entity in **Attachment 2** and include a copy of the Agreement with same.
- 8.04 *Employment Qualifications.* Except as provided in Section 505 of the Code, the SDA shall only employ, or contract with an ESP which only employs, classroom teachers, paraprofessionals, and other personnel who meet the certification and other requirements under state and federal law. The SDA 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 SDA.
- 8.05 *Employee License or Certification.* The SDA shall assure that persons working in the SDA, 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 SDA must annually provide documentation to demonstrate

its compliance with all such requirements, including copies of all required licenses and certifications.

- 8.06 *Criminal Background and Unprofessional Conduct Checks.* The SDA will conduct criminal background and unprofessional conduct checks required by applicable law. The SDA 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.
- 8.07 *Total Compensation.* The Academy Board shall, upon request, report the total compensation of each individual working at the Academy.

ARTICLE IX MANAGEMENT AGREEMENT

- 9.01 *Contract with Educational Service Provider.* The Academy has previously obtained DPSCD’s review of and has placed on file with DPSCD its contractual agreement (the “Management Agreement”) with its ESP and the written opinion of its counsel, addressed to DPSCD, that the Management Agreement complies with all applicable law and this contract “Legal Opinion”). The Management Agreement presented to DPSCD and not disapproved by DPSCD is attached in **Attachment 1**. The name of the Academy’s ESP is: Edtec Central, LLC.
- 9.02 Forty-five (45) days prior to the approval by the SDA Board of the execution of any new management agreement with a different ESP or any subsequent amendment to the Management Agreement, a copy of the execution version of the new management agreement with a different ESP or amendment to the Management Agreement shall be presented to the Director of Charter Schools for review. No new management agreement with an ESP or amendment to the Management Agreement shall be executed by or on behalf of the SDA Board, unless and until DPSCD has indicated in writing that it does not disapprove of such execution.
- 9.03 Every management agreement with an ESP by and between the SDA Board, the current ESP, Edtec Central, LLC, or any new ESP, shall comply with the ESP Requirements which include, but are not limited to all of the following:
- a. In negotiating any Management Agreement, the SDA Board shall budget adequate resources to fulfill its Contract requirements, which may include, but are not limited to: oversight of the ESP, negotiation and fulfillment of the Contract and any amendments, SDA Board personnel expenditures, Academy insurance, annual financial audit, the SDA Board’s legal counsel, consultants and any other such cost necessary for SDA Board operations.
 - b. The SDA Board shall be responsible for determining the budget reserve included in the Academy’s annual budget and any budget amendments. In addition, the

SDA Board is responsible for implementing fiscal requirements that will assist the Academy in attaining the stated budget reserve amount(s).

- c. The Academy must never allow an ESP to have complete control over the Academy, Funds. The Academy must maintain control over the receipt and spending of all Academy Funds. Financial arrangements with ESPs, as described in the Management Agreement, shall be reviewed by DPSCD on a case by case basis. In the event such financial arrangements do not provide the Academy with sufficient control of Academy Funds, as such sufficient control shall be determined in the sole discretion of DPSCD, the Management Agreement containing such arrangements shall be subject to disapproval by DPSCD.
- d. At all times during the term of the Contract, any ESP engaged by the Academy maintains comprehensive general liability and umbrella insurance coverage at levels satisfactory to DPSCD, as set forth in the Contract. The insurance coverage required of the ESP shall not be in lieu of the insurance coverage requirements applicable to the Academy. Any policy of insurance maintained by the ESP must include coverage for sexual molestation or abuse, must name DPSCD as an additional, named insured, and shall not be changed, revoked or modified absent thirty (30) days' notice to DPSCD. The management agreement shall also specify that, in the event DPSCD modifies the level, type, scope or other aspects of such coverage, then the ESP shall undertake like and similar modifications within 30 days of being notified of such change.
- e. The Management Agreement shall provide that the ESP shall comply with the requirements under the Contract.
- f. No provision of the Management Agreement shall interfere with the SDA Board's duties under the Contract, and the Academy's duties under the Contract shall not be limited or rendered impossible by action or inaction of the ESP.
- g. No provision of the Management Agreement shall predetermine the SDA Board's course of action in choosing to assert or not assert governmental immunity.
- h. The Management Agreement shall state that all financial, educational, and student records pertaining to the Academy are subject to and shall be made available in accordance with the provisions of Michigan Freedom of Information Act, Act 442 of 1976, as amended. 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.
- i. The Management Agreement shall state that any equipment and supplies purchased with Academy Funds shall be Academy property.

- j. 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.
- k. The Management Agreement must certify that there shall be no markup of costs for supplies, materials, or equipment procured by the ESP on the Academy's behalf and that all supplies, materials, and equipment procured for the Academy by the ESP shall be inventoried by an acceptable method of inventory and further that an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.
- l. The Management Agreement shall contain a provision that states upon its termination the ESP shall work for a specified period of time to transition to a new ESP, if any. There may be a reasonable fee set forth in the Management Agreement for this service.
- m. The Management Agreement shall contain a provision that states upon its termination 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; (iii) organize and prepare student records for transition to the new ESP if any; and (iv) provide for the orderly transition of employee compensation and benefits to the new ESP, if any, without disruption to staffing.
- n. 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.
- o. The Management Agreement shall state that staff assigned to the Academy by the ESP shall be employees of the ESP and not employees of the Academy.
- p. The Management Agreement shall require the ESP to have a written conflict of interest policy and prohibit the ESP from executing contracts with any third party for services to be provided to or on behalf of the Academy where there is a conflict of interest.
- q. The Academy Board and the ESP may not amend any Management Agreement without complying with the requirements of Article IX of the Contract and the ESP Requirements. No amendment shall be contrary to the ESP Requirements and each shall be accompanied by a Legal Opinion. No Amendment shall be effective until DPSCD notifies the Academy that it does not disapprove of such amendment.
- r. Every Management Agreement shall contain the following provision:

“Indemnification of DPSCD. In consideration for the grant of this Contract to the Academy, which is of material value to [the ESP], the parties 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, which arise out of or are in any manner connected with DPSCD’ approval of the Application, 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, agents or representatives upon information supplied by the Academy or the Education Service Provider, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Board of Education. [The ESP] expressly acknowledges and agrees that DPSCD and its Board of Education (collectively and individually), officers, employees, agents or representatives may commence legal action against [the ESP] to enforce its rights as set forth in this Agreement.”

- s. The Management Agreement shall require all ESP employees to undergo criminal background and unprofessional conduct checks required by the Sections 1230 and 1230a of the Code (MCL 380.1230 and MCL 380.1230a), or other similar future law.
- t. The Management Agreement shall contain a provision requiring the ESP to make information available to the Academy as deemed necessary by the SDA 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 and any other year for which such information is available as the SDA Board may request.
- u. The Management Agreement must provide that 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, Act 2 of 1968, as amended, Act 2 of 1968, as amended MCLA 141.421 *et seq.*
- v. The Management Agreement must provide that the ESP shall notify the SDA 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.
- w. 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 require the termination or amendment of the Management Agreement.

- x. 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.
- y. The Management Agreement shall contain a covenant by the ESP that it shall do all things reasonably and professionally required to prevent the Academy finances from experiencing any operating or fund balance deficits and shall do all things reasonably and professionally required to keep the Academy solvent.
- z. The Management Agreement shall require the ESP to comply with Sections 1267 and 1274 of the Code and any other statute requiring competitive bidding by public school academies.

ARTICLE X ACADEMY FACILITIES

- 10.01 *Locations of Operation.* The SDA shall operate at the following locations and no others without the written consent of DPSCD: 3500 John R. Street, Detroit, Michigan 48201; 15255 Mayfield, Detroit, MI 48205; and 1326 St. Antoine, Detroit, Michigan 48226 (each a “Facility”, collectively the “Facilities”).
- 10.02 *Description of the Facilities.* The SDA represents that the descriptions set forth in **Exhibit J**, attached hereto and made a part of this Contract, are current and accurate descriptions of the Facilities. **Exhibit J** shall include a description of each Facility, including the site plan. Copies of the lease or other agreement under which the Academy enjoys occupancy of each Facility and any other documents required by DPSCD shall be submitted to DPSCD on or before August 1, 2017.
- 10.03 *Right of Occupancy and Use.* **Exhibit K** hereto is a copy of the current occupancy and use licenses (i.e., occupancy permit) that confirms the SDA's right to occupy and use the physical plant for lock-down residential child caring institutions. *Section 10.5 Compliance with Applicable Law*
The SDA represents that the Facilities comply with all applicable building, fire and safety, and zoning codes. **Exhibit L** also includes copies of all required Michigan fire safety inspections of the Facilities.
- 10.04 *Notice of Material Changes.* The SDA will notify the DPSCD Designee not more than five (5) business days following any material changes in the availability or condition of either Facility, such as through flood, fire, or other unanticipated circumstance. The SDA will notify the DPSCD Designee not more than five (5) business days following any allegation that the SDA or the lessor has breached any lease agreement concerning either Facility
- 10.05 The lease, ownership or control of the Facilities by the ESP, or any company affiliated with the ESP, is strictly prohibited.

**ARTICLE XI
BUDGET, FINANCIAL PLANS, AND AUDITS**

- 11.01 *Fiscal Agent.* Pursuant to Section 13111 of the Code, DPSCD is the fiscal agent of the State of Michigan for the SDA. In accordance with the provisions of the Subsection 13111 of the Code , DPSCD shall forward to the SDA, all State School Aid funds received by DPSCD for the benefit of the SDA, provided there has been no revocation 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 SDA, 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.
- 11.02 *Annual Audit.* The SDA 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 strict discipline academies in Michigan. The SDA shall transmit a copy of the audit and any management letter to DPSCD concurrently with the SDA’s filing of such audit to the Michigan Department of Education.
- 11.03 *Budget and Accounting.* The SDA shall establish an annual budget in accordance with the requirements of applicable law.
- 11.04 *Inspection and Review.* The SDA shall permit inspection of its records and/or review of its fiscal operations at any time during normal business hours by DPSCD’ office of internal audit or others as may be designated.
- 11.05 *Insurance.* The SDA shall maintain insurance policies 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 SDA may join with other strict discipline academies to obtain insurance if the SDA finds that such an association would provide economic advantages to the SDA.
 - (b) During the term of this Contract, the SDA shall maintain insurance coverage as follows:

| POLICY TYPE | MINIMUM COVERAGE REQUIREMENTS |
|--|--|
| <i>Commercial Property Policy</i> This shall be an all risk policy covering real and personal property of the SDA both on premises and in transit. Replacement cost coverage is preferred but shall in no circumstances be less than actual cash value based. | At least actual cash value of the SDA’s real and personal property on premises and in transit. |
| <i>Comprehensive General Liability</i> | \$1,000,000 |

| | |
|---|--|
| 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. The Detroit Public Schools must be named as an additional insured with a minimum 30-day notice of cancellation provision. | |
| <i>Automobile Liability/Statutory No-Fault</i> This coverage must be provided on all licensed vehicles owned, leased, or rented by the SDA. | \$500,000 |
| <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. | \$250,000/\$500,000 |
| <i>SDA Board Directors Liability</i> This policy should cover the SDA Board, executive staff, and employees for "wrongful acts" errors or omissions not typically covered by general liability policies. | \$1,000,000 (Suggested but not required) |

- (c) Insurance certificates documenting the purchase of the required insurance are attached as **Exhibit M**.
- (d) The SDA shall name DPSCD as an additional insured on each insurance policy that permits it.

11.06 *Indemnification.* The SDA agrees to indemnify, hold harmless and defend DPSCD and DPSCD' officers, employees, agents, attorneys and those acting on behalf of their officers, employees, attorneys and agents from any and all claims, actions, expenses, damages, and liabilities, including costs and attorney's fees for the defense of any of them, incurred as a result of or in connection with issuing or performance under this Contract, including but

not limited to claims arising out of, connected with, or resulting from the following, listed by way of example, not limitation:

- (a) The negligence, intentional wrongful act, misconduct or culpability of the SDA's officers, employees, ESP, ESP staff, contractors, lessors, or other agents in connection with and arising directly or incidentally from the operations of the SDA;
- (b) The SDA's material breach of this Contract or any law, regulation, or ordinance;
- (c) Any failure by the SDA to pay employees, suppliers, lenders, creditors, or other contractors;
- (d) The hiring, supervision, or discipline of any officer, employee, or agent of the SDA or the ESP;
- (e) The obligations of the SDA under local, State or Federal law;
- (f) Damages to any person or property in and around the SDA's premises; and
- (g) The infringement of patent, trademark, copyrights or other intellectual or proprietary rights in any material, process, machine, or appliance used in the operation of the SDA.

11.07 *Terms of Insurance and Indemnification.* The SDA agrees that the insurance described in Section 11.05 and the duty to indemnify described in Section 11.06 shall continue in force and effect notwithstanding the expiration of this contract or any renewal term

11.08 *Notice of Claims.* The SDA and DPSCD will make a good faith effort to advise the other of any actual or potential claims subject to the indemnification provision in Section 11.06 above, but failure to do so shall not invalidate the indemnification provision. Neither the SDA nor DPSCD shall settle or compromise any claim or suit subject to the indemnification provision without notice to the other.

ARTICLE XII COMPLIANCE WITH LAW

12.01 *Generally.* The SDA shall comply with the Constitution of the State of Michigan; all local, federal and state laws and constitutional provisions that prohibit discrimination on the basis of age, disability, race, color gender, national origin, religion, sexual orientation, or ancestry, and the regulations adopted pursuant to those laws; the Code, the state statutes specified in Section 1311(e) of the Code, and the State School Aid Act, and the rules and guidelines adopted pursuant to those statutes; and any other federal, state or municipal law applicable to public bodies, strict discipline academies, or school districts, and shall ensure that all SDA 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.

12.02 *Specific Assurances.* The SDA 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;
- (i) Section 1751 of the Code regarding special education programs and services;
- (j) The ESEA and its implementing regulations (incl. EDGAR);
- (k) The ESSA and its implementing regulations;
- (l) The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g;
- (m) The Public Employment Relations Act, Act 336 of 1947, as amended;
- (n) The Prevailing Wages on State Projects Act, Act 166 of 1965, as amended; and
- (o) The Code.

12.03 *Open Meetings Act.* The SDA Board shall conduct all of its meetings in accordance with the Open Meetings Act.

12.04 *Freedom of Information Act.* The records of the SDA shall be records subject to the provisions of the Michigan Freedom of Information Act, Act 442 of 1976, being MCL Sections 15.231 to 15.246. The SDA shall ensure that any ESP engaged by it agrees that

such ESP's records, as they relate to the SDA, shall also be subject to the Freedom of Information Act and shall be maintained on the premises of the SDA.

- 12.05 *Competitive Bidding.* The SDA shall comply with Sections 1267 and 1274 of the Code and any other statute requiring competitive bidding by strict discipline academies. The SDA shall ensure that any management company it engages complies with all competitive bidding requirements imposed on strict discipline academies districts for purchases of items on behalf of or for use at the SDA. The SDA shall maintain all records of competitive bidding for at least two years and provide DPSCD with copies of any such records upon request.
- 12.06 *Other Statutes Specified in Section 1311(e)(6).* The SDA shall comply with the requirements of the other state statutes listed in Section 1311(e), including, but not limited to Sections 1134, 1135, 1146, 1153, 1263(3) of the Code.
- 12.07 *Notice of Judicial or Administrative Proceedings.* The SDA shall notify DPSCD' Office of the General Counsel and Office of Charter Schools in writing and within three (3) business days of the SDA being notified that is has been 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 SDA.
- 12.08 *Transparency Reporting.* The Academy shall collect, maintain, and make information concerning its operation and management available to the public and as required by state law, 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 Directors, including their names, addresses, and terms of office;
 - (c) copies of all policies approved by the SDA Board;
 - (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 SDA Board;
 - (e) a copy of the budget, and any amendments thereto, approved by the Directors;
 - (f) copies of all bills paid for amounts of \$10,000.00 or more in the form that they are submitted to the SDA 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 or other contracts for equipment used at the Academy;
- (j) copies of all management or service contracts approved by the 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 SDA Board is informed by the Michigan superintendent of public instruction that the Academy has been identified as one of the 5% lowest performing schools in the State of Michigan as described in Section 1280 of the Code, the Academy shall post a notice of the status of each school it operates on the homepage of its website; and
- (n) all other information required by applicable law.
- (o) For purposes of this Section of this Agreement, availability to the public shall mean that, unless required to be posted on the Academy's website or elsewhere by applicable law, the Academy shall post all documents required by this Section in the locations recommended by that certain memorandum of the Michigan Department of Education to Public School Academies dated February 29, 2012, as updated and attached hereto as **Exhibit N**.

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

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

12.11 *Certified Staff.* The Academy shall use only certified staff, including teachers, business officials and administrators, unless permitted to use staff without certifications, and then only in accordance with applicable law.

ARTICLE XIII OVERSIGHT OF THE STRICT DISCIPLINE ACADEMY

13.01 *SDA Responsibilities.* The SDA and any ESP engaged as described in Section 8.02 of this Contract must provide to DPSCD, in the manner and pursuant to the timing specified by DPSCD, any and all documentation necessary to demonstrate the SDA's compliance with the terms of the Contract and all applicable local, 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.

- 13.02 *DPSCD Responsibilities.* DPSCD shall take such actions as it deems necessary to provide the oversight required of an authorizing body or fiscal agent under the Code. DPSCD may, at its discretion, periodically direct its Office of Internal Audit, or other designee, to conduct a review of the records and/or operations of the SDA to determine compliance with all applicable regulations, terms and conditions of this Contract, the Code, and any other applicable laws, and regulations. DPSCD may, at its discretion, and with or without notice to the SDA, designate agents or employees to enter the premises of the SDA during normal business hours or other agreed upon time, on a scheduled or unscheduled basis, to determine whether the SDA is operating in compliance with law and the terms of this Contract. The SDA agrees to cooperate with, and shall ensure that any ESP, contractors, agents or employees working at or for the SDA shall cooperate with the DPSCD in carrying out its responsibilities as an authorizing body or in furtherance of its rights under this Contract or applicable law.
- 13.03 *Administrative Fee.* The SDA agrees that DPSCD may deduct an annual oversight and auditing expense of three percent (3%) of the per-pupil allocation funds that the SDA is entitled to receive pursuant to the State School Aid Act.

ARTICLE XIV

TERM, MODIFICATION, AND TERMINATION/REVOCAION OF THE CONTRACT

- 14.01 *Term and Renewal.* This Contract is effective as of the date first written above and will terminate on June 30, 2022, unless terminated earlier as provided herein. This Contract may be renewed for an additional period of time, as agreed between the parties, by mutual written agreement of DPSCD and the SDA, 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 Article V of this Contract. The SDA must provide a written request for a renewal of this Contract no later than September 1st of the final year of this Contract. DPSCD shall, in its sole discretion, determine whether a renewal shall be granted. DPSCD reserves the right to not renew this 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.
- 14.02 *Amendments.* This contract may be amended by written and agreement of DPSCD and the SDA. DPSCD may also request amendment of this Agreement at any time, which the

SDA Board shall approve at its next regularly scheduled meeting or the expiration of 30 days, whichever occurs first.

- 14.03 *Termination by Agreement of Parties.* At any time and upon the approval of the SDA Board and the Director of Charter Schools, the parties may agree in writing to terminate this Contract prior to the date of termination specified in Section 14.01 above.
- 14.04 *Grounds for Termination or Revocation.* DPSCD may terminate or revoke this Contract upon a determination, pursuant to the procedures set forth in Section 14.05 below, that one or more of the following has occurred:
- (a) Failure of the SDA to abide by and meet the educational goals set forth in this Contract; including the requirements of Article VI, Section 6.03, including failure to demonstrate improved pupil academic achievement for all groups of pupils;
 - (b) Failure of the SDA to comply with all applicable law;
 - (c) Failure of the SDA to meet generally accepted public sector accounting principles or demonstrate sound fiscal stewardship;
 - (d) Insolvency or bankruptcy of the SDA or the failure of the SDA to pay its debts as they become due;
 - (e) Insufficiency of the SDA's enrollment to support the SDA's successful operation;
 - (f) Any material changes in state funding for the SDA such that, in DPSCD' sole discretion, continuation of the SDA's operation would be infeasible, uneconomical, or impractical;
 - (g) The SDA's default in the payment of fees under any other agreement or contract for services provided to the SDA, which default remains uncured for a period of thirty (30) business days;
 - (h) Failure of the SDA to cure a material breach of this Contract;
 - (i) Provision by the SDA of false or inaccurate information on the Application, this Contract, or other materials submitted to DPSCD;
 - (j) Refusal by the SDA to provide information and documents required under this Contract or to provide access to the SDA facility, documents or records;
 - (k) Any academic reason deemed appropriate by DPSCD, in its sole discretion, including placement on the Michigan Department of Education's persistently low achieving list and operation in its second year of restructuring as provided in MCLA 380.1280c; and
 - (l) Any other reason permitted by law.

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

- (a) Notice of Charges. The Director of DPSCD Office of Charter Schools shall advise the SDA Board in writing of a preliminary review by a DPSCD Designee that grounds for revocation may exist.
- (b) The notice shall provide the names and addresses of individuals charging the SDA with failure to comply with this Contract and shall set forth the alleged grounds in sufficient detail for the SDA to respond.
- (c) The SDA shall have ten (10) business days to respond in writing to the Director of Charter Schools specifically addressing the charges set forth in the notice.
- (d) Investigating of Charges and Report. The Director of Charter Schools 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 SDA.
- (e) Decision by the School Board or its Designee. After receiving the report of the Director of Charter Schools, 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 SDA.

14.06 *Authority and Finality of DPSCD' Decisions.* A decision by DPSCD to terminate, revoke or not to renew this Contract is solely within DPSCD' discretion and is final. DPSCD' 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 SDA, a pupil of the SDA, the parent or guardian of any pupil of the SDA, or any other person, including any ESP, contractor or agent of the SDA.

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

- (a) If the Contract is terminated, revoked or not renewed, the SDA shall be solely responsible for any and all debts, loans, and obligations incurred at any time by the SDA in connection with the operation of the SDA. 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 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 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. In 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 SDA has been otherwise ineligible to receive state school aid funds for a period of at least three (3) consecutive months, the SDA must transfer to the State all property that was substantially acquired using state school aid funds.
 - (i) Property required to be transferred includes title to all real and personal property, interests in real or personal property, and other assets owned by the SDA that were substantially acquired through state school aid funds.
 - (ii) Transfer of property as required by Section 1618b of the State School Aid Act does not impose any liability on the State of Michigan, any State agency, or DPSCD for any debt incurred by the SDA.

14.08 *Final Obligations.* Termination, revocation or non-renewal of this Contract shall not relieve the SDA from any of its duties to prepare a final audit or comply with any statute, law or applicable regulation.

14.09 *Notification by State.* If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the Authorizing Body may terminate this Contract at the end of the current school year.

14.10 *Notification by Superintendent of Public Instruction.* If DPSCD is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6A of the Code (“State’s Automatic Closure Notice”), then this Contract shall automatically terminate at the end of the current school year in which the notice is received without any further action of DPSCD or the Academy. Following receipt of the State’s Automatic Closure Notice, DPSCD shall forward a copy of the State’s Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy’s plans and procedures for wind-up and dissolution of the Academy corporation at the end of the current school year. Immediately upon receipt of the State’s Automatic Closure Notice, the Academy shall establish the Academy Dissolution Account referenced in Section 14.07.

14.11 *Issuance of Order.* The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, DPSCD shall notify the Academy of the material

breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to DPSCD. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section shall not in any way limit the rights of DPSCD to terminate, suspend or revoke this Contract.

14.12 *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 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, the Michigan Department of Education, the Michigan Finance Authority (if applicable) or the successors that the Contract has been terminated.

ARTICLE XV

REQUIRED DELIVERY OF CERTAIN DOCUMENTS

15.01 No later than the effective date of this contract, the Academy shall provide to DPSCD a copy of its executed use license with DBI, and by July 31, 2017, the Academy shall provide to DPSCD a copy of its executed use license with Wayne County.

15.02 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.

15.03 DPSCD shall notify the Academy in writing of its receipt of the documents listed in this Article XV.

**ARTICLE XVI
GENERAL TERMS**

16.01 *Notices.* Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by email, 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: Director of Charter Schools - 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:

Capstone Academy Charter School
3500 John R. Street
Detroit, Michigan 48201

- 16.02 *Interpretation, Enforcement, Validity, Construction and Effect.* This Contract shall be governed and controlled by the laws of the State of Michigan as to its interpretation, enforcement, validity, construction, and effect, and in all other respects.
- 16.03 *Captions.* The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.
- 16.04 *Non-Waiver.* Except as provided herein, no term or provision of the Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.
- 16.05 *Force Majeure.* If any circumstances occur that are beyond the control of the parties and that delay or render impossible performance of the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or, if such performance has been rendered permanently impossible by such circumstances, shall be canceled.
- 16.06 *Severability.* If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract.
- 16.07 *Counterparts.* This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
- 16.08 *Access to Copies of the Contract.* The SDA agrees to make copies of this Contract available for public inspection at its administrative offices during normal business hours.
- 16.09 *DPSCD Immunity.* Except as otherwise set forth in the Code, pursuant to Section 503(8) of the Code, the decision of DPSCD to issue, not issue, or reconstitute this Contract, or to terminate or revoke this Contract, is solely within the discretion of DPSCD, is final, and is not subject to review by a court or any state agency. By issuing, not issuing, or terminating or revoking this Contract, DPSCD is not liable for that action to the Academy,

any pupil of the Academy, the parent or guardian of a pupil of the Academy, or any other person.

16.10 *Entire Contract.* This Contract, sets forth the entire agreement between DPSCD and the SDA with respect to the subject matter of this Contract.

16.11 *Contract Submission to MDE.* DPSCD shall submit this Contract to the Michigan Department of Education within ten days of issuance.

[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 and year indicated herein.

CAPSTONE ACADEMY CHARTER SCHOOL

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

By: Mary Z. Johnson

By: -

Its: President

Its: -

Dated: June 28, 2017

Dated: -

Superintendent
June 28, 2017

**DPS Approved as to Form:
Office of the General Counsel**

(nu) [Signature]

By: _____
Name:
Title:

Phyllis Hurks-Hill
General Counsel

Phyllis Hurks-Hill
General Counsel

I certify that Capstone Academy Charter School will comply with all federal and state laws, rules, and the terms of this Contract.

By: Mary Z. Johnson

Its: Academy Board President

Date: June 28, 2017

EXHIBIT A
BOARD MEMBERS

Mary L. Johnson

Term: July 1, 2016 to June 30, 2019

Mitzi Mitsunaga

Term: July 1, 2017 to June 30, 2020

Alan S. White

Term: July 1, 2015 to June 30, 2018

Douglas M. Butler

Term: July 1, 2016 to June 30, 2019

Victor Marsh

Term: March 9, 2016 to June 30, 2019

EXHIBIT B
ARTICLES OF INCORPORATION

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

CAPSTONE ACADEMY CHARTER SCHOOL

ID NUMBER: 71208X

received by facsimile transmission on June 26, 2012 is hereby endorsed

Filed on June 26, 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 27TH day of June, 2012.

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

Director

Bureau of Commercial Services

BCS/CD-502 (Rev. 04/11)

| | | | | | | | | | | | |
|---|--|-------------------|------------------------|--|--|--|--|--|--------------------------|-------------------|-------------------|
| MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES | | | | | | | | | | | |
| Date Received | | | | | | | | | | | |
| | This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. | | | | | | | | | | |
| <table border="1"> <tr> <td colspan="3">Name Robert J Gavin</td> </tr> <tr> <td colspan="3">Address 31700 Middlebelt, Suite 126</td> </tr> <tr> <td>City Farmington Hills</td> <td>State Michigan</td> <td>ZIP Code 48334</td> </tr> </table> | | | Name Robert J Gavin | | | Address 31700 Middlebelt, Suite 126 | | | City Farmington Hills | State Michigan | ZIP Code 48334 |
| Name Robert J Gavin | | | | | | | | | | | |
| Address 31700 Middlebelt, Suite 126 | | | | | | | | | | | |
| City Farmington Hills | State Michigan | ZIP Code 48334 | | | | | | | | | |
| | | EFFECTIVE DATE: | | | | | | | | | |

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

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

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

ARTICLE I

The name of the corporation is:

Capstone Academy Charter School. The authorizing body for the corporation is Detroit Public Schools Board of Education.

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public strict discipline academy in the State of Michigan pursuant to the Revised School Code, being Sections 380.1311b to 380.1311m of the Michigan Compiled Laws (the "Code").

(Continued below)

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____ If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

None

b. The description and value of its personal property assets are: (if none, insert "none")

None

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

State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law;
Federal funds; donations; (Continued below)

d. The corporation is organized on a Directorship basis.
(Membership or Directorship)

ARTICLE IV

1. The name of the resident agent at the registered office is:

Anna Amato

2. The address of its registered office in Michigan is:

22620 Woodward Avenue, Suite C Ferndale, Michigan 48220
(Street Address) (City) (ZIP Code)

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

_____, Michigan _____
(Street Address or PO Box) (City) (ZIP Code)

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

| Name | Residence or Business Address |
|--------------|---|
| Robert Gavin | 31700 Middlebelt, Suite 126, Farmington Hills, MI 48334 |
| | |
| | |
| | |
| | |
| | |
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| | |
| | |
| | |

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

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

Article III.c. Fees and charges permitted to be charged by public school academies; Other funds lawfully received.

Article VI The corporation is a governmental entity.

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

Article VIII Before execution of a contract to charter a public school academy between the corporation and the Detroit Public Schools ("DPS"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the DPS Board of Education as required by the Code.

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

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

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

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

(Continued on attached sheet)

I, (We), the incorporator(s) sign my (our) name(s) this _____ day of _____, _____

**Articles of Incorporation
(Capstone Academy Charter School)**

(Continued from Prior Page)

Article XII. These Articles of Incorporation shall not be amended except as follows:

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

Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by DPS, and the amendments are filed with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the approval of the amendment by the DPS Board of Education.

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

These Articles of Incorporation are hereby signed by the incorporator on the 4th day of June, 2012. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the DPS issues to the corporation a contract to operate as a public strict discipline academy, and the contract is executed by both the corporation and the DPS.

By: 
Robert J. Gavin, Incorporator

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

***This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION
for
CAPSTONE ACADEMY CHARTER SCHOOL***

ID NUMBER: 71208X

***received by facsimile transmission on July 18, 2012 is hereby endorsed
Filed on July 19, 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 July, 2012.***

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

Director

Bureau of Commercial Services

BCS/CD-515 (Rev. 11/11)

| | | | | | | | | | | |
|---|--|----------------------|--|--|--|--|--|--------------------------|-------------------|-------------------|
| MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES | | | | | | | | | | |
| Date Received | | | | | | | | | | |
| | This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="padding: 2px;">Name Robert Gavin</td> </tr> <tr> <td colspan="3" style="padding: 2px;">Address 31700 Middlebelt, Suite 126</td> </tr> <tr> <td style="padding: 2px;">City Farmington Hills</td> <td style="padding: 2px;">State Michigan</td> <td style="padding: 2px;">ZIP Code 48334</td> </tr> </table> | | Name Robert Gavin | | | Address 31700 Middlebelt, Suite 126 | | | City Farmington Hills | State Michigan | ZIP Code 48334 |
| Name Robert Gavin | | | | | | | | | | |
| Address 31700 Middlebelt, Suite 126 | | | | | | | | | | |
| City Farmington Hills | State Michigan | ZIP Code 48334 | | | | | | | | |
| EFFECTIVE DATE: | | | | | | | | | | |

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

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
 For use by Domestic Profit and Nonprofit Corporations
 (Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

| | |
|---|--------|
| 1. The present name of the corporation is: Capstone Academy Charter School | |
| 2. The identification number assigned by the Bureau is: | 71208X |

3. Article VIII of the Articles of Incorporation is hereby amended to read as follows:

"Before execution of a contract to charter a strict discipline academy between the corporation and the Detroit Public Schools ("DPS"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by order of the Emergency Manager of DPS or as required by the Code."

Article XII of the Articles of Incorporation is hereby amended to read as follows:

"These Articles of Incorporation shall not be amended except as provided in the charter contract."

6. Nonprofit corporation only: Member, shareholder, or board approval

The foregoing amendment to the Articles of Incorporation was duly adopted on the 17th day of July, 2012 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

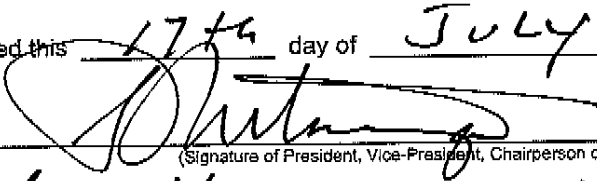
- members or shareholders at a meeting in accordance with Section 611(2) of the Act.
- written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have consented in writing has been given. (Note: Written consent by less than all of the members or shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the members or shareholders entitled to vote in accordance with section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- directors at a meeting in accordance with Section 611(2) of the Act.
- written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations

Signed this 17th day of JULY, 2012

By 
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

MITZI MITSUNAGA VICE PRESIDENT
(Type or Print Name) (Type or Print Title)

EXHIBIT C
BYLAWS

BYLAWS

OF

Capstone Academy Charter School

ARTICLE I

NAME

This organization shall be called Capstone Academy Charter School (the "Academy" or the "Corporation"), which shall be a Michigan public strict discipline academy authorized by the City of Detroit School District.

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 in Detroit, Michigan.

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

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 Michigan Non-Profit Corporation Act or pursuant to Sections 1311b through 1311m of the Michigan Revised School Code ("Code"), as amended, MCL 380.1311b to 380.1311m. 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 shall be the individuals named in the order issued by the City of Detroit School District Emergency Manager ("Emergency Manager"), who shall each be a citizen of the United States. In the event of a vacancy on the

Academy Board, whether by resignation or conclusion of a term, the Academy Board may present the names and credentials of two persons for each vacancy to DPS along with such additional forms, information and certificates required by DPS. DPS will consider the candidates, along with others that the district may recruit. Within thirty (30) days from its receipt of all required documents, forms and certificates, DPS shall select someone to fill the vacancy. If DPS does not make a timely selection, the Academy Board may select one of the two persons presented to fill the vacancy subject to DPS 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 Academy Board is required to pay the costs related to any and all criminal background checks required by DPS to be performed.

Section 3. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed for a term of three (3) years, 1/3 shall be appointed for a term of two (2) years, and the remainder shall be appointed for a term of one (1) year. Detroit Public Schools shall designate which members of the initial Board of Directors shall serve one (1), two (2), and three (3) year terms. 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 terms 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 DPS 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) City of Detroit School District officials, or representatives of the District. Further, the Board shall comply with the Prohibition of Identified Family Relationships set forth in Section 5.12 of the Contract.

Section 6. Oath. All members of the Board of Directors of the Corporation must file an acceptance of office with the District. All members of the Board of Directors of the Corporation shall take the oath of office required by Section 503(11) of the Code.

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 of the Corporation or as directed by the DPS 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 DPS Office of Charter Schools at least thirty (30) days prior to the next Regular Meeting of the Academy Board. Notice of resignation will be effective at the next

Regular meeting following tender of notice. 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, within the City of Detroit, Michigan, 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.

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 eighteen (18) hours prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Directors 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, such notice shall be deemed to be delivered when the facsimile 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 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.

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 Emergency Manager, shall have exclusive control of the budget. The Board of Directors shall prepare and publish an annual budget in accordance with the Direction of the 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 shall elect 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 of the school shall be a member of the Board of Directors of the school. 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 corporate 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; (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 a resolution of the Board of Directors and the written authorization of the DPS Office of Charter Schools. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted.

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.

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 Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being sections 21.145 and 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors and approval of the DPS Office of Charter Schools, shares or other securities issued by any other corporation and owned or controlled by this Corporation 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 carry 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 shall 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 "Strict Discipline Academy."

**ARTICLE IX
AMENDMENTS**

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 Emergency Manager. In the event that a proposed change is not accepted by the Emergency Manager, the Emergency Manager shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the Emergency Manager 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 Emergency Manager or the Emergency Manager.

These Bylaws were adopted as and for the Bylaws of the Capstone Academy Charter School in an open and public meeting, by unanimous consent of the Board of Directors on the 24th day of April, 2014.



Secretary

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.*). Each PSA 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

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: Mary Johnson
First Middle Last

Name of Academy: Capstone Academy Charter School

Mailing Address: 1387 OTTER DR. Rochester Hills, MI 48306
City State ZIP

Home Phone: 248-652-8850 Cell Phone: 313 729-5360

Email Address: MCHILDREN@COMCAST.NET

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
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. *WAYNE COUNTY CIRCUIT COURT VARIOUS ADMINISTRATIVE POSITIONS 1979-2004* 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, 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 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.

Mary L. Johnson

Signature

June 29, 2017

Date

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

**EXHIBIT E
CURRICULUM**

April 21, 2017

CAPSTONE ACADEMY CHARTER SCHOOL COMPLETE CURRICULUM DOCUMENTS – REAUTHORIZATION

Due to the size of the complete curriculum for Capstone, we were given permission to provide a link to the documents which are housed on a web based program. The link was provided to Jacqueline Sims via email on March 29, 2017.

Below is the link to the complete curriculum.

<https://edtec.box.com/v/CAA-04-18-2017-Cur-Docs>

EXHIBIT F
ASSESSMENTS

Methods of Pupil Assessment

METHODS OF PUPIL ASSESSMENT

Students shall be assessed using the M-STEP and the MME/ACT (PSAT, SAT, Work Keys), as applicable for their age and grade level. In addition, students shall be assessed using the Basic Achievement Skills Inventory (BASI), a standardized assessment in reading, language arts and mathematics, to assess growth and progress in the program.

Finally, students shall be assessed using any Authorizer-required assessment (e.g. MAP and NWEA), which may be applicable to their age and grade level, including future assessments which may become required by the Michigan Department of Education.

EXHIBIT G
EDUCATIONAL GOALS

CAPSTONE ACADEMY EDUCATIONAL GOALS

Each year of the contract, the Academy shall provide a written report, along with supporting data, assessing the Academy’s progress toward achieving this goal.

Measure for Determining Goal Achievement

To determine whether the Academy is achieving or demonstrating measurable progress for students, the DPSCD Office of Charter Schools will annually assess the Academy’s performance using the following measures:

Measure: Improvement Toward Educational Targets

The Academy will assess students using the NWEA® MAP® reading and math tests. Improvement towards targets on the MAP tests will be assessed using the following metrics and targets.

| Grades | Metric | Participation and Timeliness Target |
|------------------|--------------------------------|---|
| All grade levels | Growth toward expected target. | 80% of students enrolled for at least 6 months will improve towards their expected target on the NWEA® MAP® reading and math tests. |

Measure: Participation and Test timeliness

The Academy will assess students who are enrolled for at least 5 days utilizing the NWEA® MAP® reading and math tests and students enrolled for at least 30 days shall have a personalized education path (PEP) plan developed. Initial assessments and the creation of PEP plans will be assessed using the following metrics and targets:

| Grades | Metric | Participation and Timeliness Target |
|------------------|--|--|
| All grade levels | Percent of students who are assessed within 30 days of enrollment and percent of students with a PEP plan. | <p>90% of students enrolled for at least 5 days in the Academy shall be assessed within 30 days of enrollment, regardless of the length of enrollment.</p> <p>100% of students enrolled for at least 30 days will have a PEP plan created.</p> |

EDUCATIONAL GOALS

A) Goal: All students will improve and demonstrate growth in the areas of reading, writing and mathematical skills acquisition.

Measure: For every year of enrollment in the program, a student will demonstrate expected normal growth for a year of instruction, with their baseline assessment level establishing the initial point from which growth is measured, which would be comparable to the national norm for the assessment utilized: Basic Achievement Skills Inventory (BASI). Students will also perform at or above expected levels on the M-Step and NWEA-MAP assessments as applicable, after being enrolled in the program for at least two consecutive years.

Measure: In the case of students eligible for special education and receiving services under an IEP, the students will achieve growth as measured by individualized assessments designed for their age range and/or IQ level, including MI-ACCESS assessments as applicable. Student will achieve growth as indicated for their IEP goals.

To measure progress along their PEP plan, which is designed and created using information obtained from the initial comprehensive educational assessment, students are periodically assessed by class-room (teacher-created) and computer-based tests. These assessments – both formative and summative -- measure mastery of the essential academic skills defined within the Michigan curriculum framework in core academic areas. All students are expected to make positive progress, over six- and twelve-week periods, from their initial baseline performance levels, towards the state satisfactory level. Students are expected to reach or exceed the state standard by the end of twelve months.

B) Goal: With individual guidance and support from Academy educators and staff, each student will develop and follow a Personal Education Path plan specific to their needs, which will enable them to acquire the education and skills needed for successful transition into adulthood.

Measure: Staff will be required to attend professional development in key areas including: behavioral psychology, differentiated instruction, assessment, motivating teens, goal-setting, and career planning, as evidenced by 1) attendance, 2) staff satisfaction surveys with related training, and 3) completion of a PEP Plan for 100% of all students, within 30-days from enrollment.

Measure: Students and agency social workers will fill out surveys on at least a biannual basis, evaluating customer satisfaction levels of the Academy's teaching, support and administrative staff, relative to PEP planning and support.

To measure progress towards preparedness for re-integration back into the community, students are pre- and post-assessed in two additional areas: knowledge of community resources to pursue their post-placement individual, career, and academic plans, and acquisition of the essential life and social interaction skills needed to manage day-to-day living. All students are expected to attain an 80% or better score by the time they are released, on their knowledge of community resources. Each is also expected to have developed, written and articulated a career and education development plan. Finally, all students are expected to attain a score of 80% or better in each core life skill module they complete, over the course of their stay in the program.

C) Goal: Before leaving Capstone Academy, students will have an awareness of community resources available to them to ensure the continuation of their education, career and personal interest planning, whether for high school or beyond.

Measure: Students will meet members of the community who represent organizations that offer resources, networking and support services, which would be beneficial to teens and young adults pursuing high school, college and/or career possibilities, as evidenced by 1) the number of contacts with positive adult role models, 2) student participation in career-planning events, 3) student participation in personal interest activities, and 4) student satisfaction surveys related to these services, events and activities.

Measure: Staff will teach students about their role in the community, as well as how a community functions, as evidenced by 1) pre- and post-testing for each student on their knowledge of the resources and supports available to them in their community; and 2) participation in at least one community-service project prior to program completion by at least 90% of the students.

D) Authorizer Goal: Students enrolled for at least two full academic years will show normal growth rates by the end of Year 2, in reading and math, and any other core subject areas required to be assessed by DPSCD, as measured by DPSCD-mandated assessments (e.g. MAP) for that student's applicable grade level.

EXHIBIT H
EDUCATIONAL PROGRAM

EDUCATIONAL PROGRAM DESIGN

Focus. To immediately address the deficiencies in core academics that most students present with when entering into the social welfare system, the Academy's program focuses on developing reading, language, and mathematical skills by pairing students with individualized learning activities that are supported by technology, high ratios of adults to learners, and time on task. Research reveals that students who learn to read well continue to excel academically through later grades in other subject areas -- and -- are also more likely to graduate and enroll in college¹. Studies also show that acquiring logical and concrete mathematical skills requires longer periods of time on a task, guided by the assistance of adults and reinforced through practice. Students who master basic mathematical skills sooner rather than later are more likely to develop higher order thinking skills needed to succeed academically in other subjects. In the context of this focus, students are provided learning opportunities in all core subject areas – Mathematics, English Language Arts, Social Studies and Sciences – along with Physical Education, Health Education, and Foreign Language.

Schools possessing a structured curriculum plan, objective and identified achievement standards, and a clear process that provides for consistent delivery of instruction by all teachers and staff have time and again, consistently resulted in higher levels of student achievement². To maintain consistency, the Academy develops and maintains its own teacher curriculum guidelines aligned to the state's benchmarks, with course outlines, common objectives, unit sequencing, central topics and vocabulary, and recommended resources. These are made available electronically to all staff. To supplement Academy-created curriculum guides, the teachers and staff also utilize established curriculum sequence guides including the Core Knowledge Sequence (for K through 8th graders), PLATO Learning and/or EdOptions (for high school students and/or advanced middle school students), and life skills training (as required by the county). To support students' skill recovery and development, individualized interventions based on essential learning skills are included as part of the Personal Education Path Plan (PEP Plan). Students take an active role in planning their focus of study as part of the PEP process in their daily planning period

¹ U.S. Department of Education, America Reads Challenge. (July 1999). *Start Early, Finish Strong: How to Help Every Child Become a Reader.*

² Adams, G. L., & Engelmann, S. (1996). *Research on Direct Instruction: 25 years beyond DISTAR.* Seattle, WA: Educational Achievement Systems.

and through student-teacher conferences. Activities based on life skills and career planning are included as part of instruction across the curriculum.

By focusing on the development of critical academic skill sets, reinforcing their use across all curriculum areas and following a clear plan for consistent delivery of instruction, the Academy is able to provide students with the tools needed to overcome academic deficiencies and help them make progress towards functional independence.

Program Delivery. Program delivery includes daily direct instruction in core curriculum areas, daily Physical Education and Active Exercise, supplemental PLATO Learning and/or EdOptions for credit recovery and advanced learning as applicable, rotating cross-curricular enrichment programs to reinforce reading, language and math skills, Art, foreign language, and a variety of team-based projects designed to connect students to meaningful community and real-life learning experiences.

Student Centered. Personal Educational Path plans (PEP) – a central and essential component of each student’s educational experience at the Academy – are created for each student, addressing their individual educational and behavioral goals. A student’s PEP plan and progress is carefully planned and monitored using a team approach. Direct collaboration between employees and professionals working for or with DBI (Casework Supervisors, Direct Care Workers, Program Directors, Caseworkers, etc.) and those working for the Academy (Site Directors, Teachers, Assessment Coordinators, Enrichment Instructors, Counselors, etc.) is a central design component that makes the Academy’s educational program distinctly unique and student-centered.

Serving Different Sub-Groups. The Academy programs are designed to serve youth who are placed into various treatment programs falling into two general categories: detention and treatment. Detention students remain in the program on average from three (3) days to four (4) weeks. Each is assessed for reading and math levels within five (5) days from admission, using the Basic Achievement Skills Inventory (BASI). Students are then assigned to school where learning projects and activities are used to help facilitate and engage students in active learning, no matter when they enter the Academy. Individualized instruction is also provided within the classroom, as directed by the teacher, and supported by special education staff and paraprofessionals, when indicated on a student’s Individualized Education Plan (IEP). The primary goals for short-term detention students are: 1) to complete an initial educational assessment, 2) to attend school daily, 3) to participate in class, 4) to learn basic study and social skills, and 5) to learn self control in the classroom.

For students entering treatment programs, Academy staff begin assessing educational needs by 1) conducting a thorough review of all available reports, 2) requesting past educational records, 3) conducting teacher administered computer and paper-based subject area placement assessments, 4) interviewing students about previous educational experiences and 5) scheduling a student into a pre- and post-testing assessment schedule which provides for a comprehensive assessment of math and language skills. Except for students placed in special learner treatment (SLT) programs, for which a survey version of the BASI is used, the comprehensive BASI is administered to all treatment students around thirty (30) days after entry. The BASI is then administered at 6-month and 12-month intervals to measure progress.

Classroom Structure. The Academy maintains a student to instructor ratio of no greater than 15 to 1 with a student to adult ratio in each classroom of 15 to 2, providing for blended-age and non-graded classrooms. Utilizing a blended-age and non-graded classroom approach (required because of program placement by the courts) provides for a diverse educational environment, allowing the Academy to provide enhanced opportunities for shared learning, while reducing or eliminating the stigma associated with remedial grade-level labeling. Students are challenged to earn the required number of credits for their grade level that would be transferrable to any other middle or high school in Michigan. Those who attend the Academy through high school graduation are also expected to meet the qualifications necessary for application to an institution of higher learning.

Collaboration. The Academy establishes and maintains strong collaborations with DBI and other community-based, private and governmental agencies that are involved in the delivery of social welfare, juvenile justice, and youth-focused programs. By working directly and cooperatively with DBI staff -- and assuring that each student's educational plan compliments and supports their individual treatment plan -- youth are provided an optimum environment for developing the emotional, psychological, social and behavioral skills they will need to successfully reintegrate into less restrictive environments (home placements, community group homes, independent living, foster care, etc.). Teachers and staff work with DBI clinical staff to ensure inclusion of a student's educational goals as part of that plan. Goals are based on many factors: BASI results, teacher-created tests, PLATO and/or EdOptions and text book assessments, homework and classroom assignments, student-teacher progress conferences, report cards, attendance, overall progress as indicated on a student's PEP plan and a student's progress within their treatment levels.

Uniqueness. The Academy’s educational program has been uniquely designed to serve the type of student entering DBI programs, including providing a full range of educational and social supports. First, while the curriculum is based on the Michigan framework, the overall theme of the program revolves around an accelerated learning environment, academic excellence, and preparing students to engage in learning matched to their interests and abilities. Students are taught early on how to set both personal and academic goals. Through structured interactions using the PEP plan as a discussion and planning tool, students meet daily and at 12-week intervals with individual teachers. Together as a team, the instructional and professional staff monitors, guide and follow a student’s progress throughout their placement. This process assists students toward continued improvement as their PEP plans expand and evolve through higher levels of skill achievement.

Second, Academy and DBI staff will jointly monitor how students are progressing along their PEP plans. Such collaboration is made possible through the use of technology, as well as via the implementation of a structured, information-sharing process between teachers, agency staff, and students, as well as outside caseworkers, and as allowable, parents and guardians.

Third, teaching and learning activities are delivered using a variety of methods: direct instruction in core and enrichment areas by certified teachers and qualified instructors, individualized and self-paced computer-based reinforcement, cooperative learning, project-focused group learning, one-on-one mentoring, and learning through teacher-led simulations and real-life experiences. The Academy also provides students opportunities to learn about the world of work and careers and the academic paths needed to pursue career goals through a variety of interactive learning experiences. Students “visit” colleges, universities, and advanced training institutions, through teacher-guided on-line experiences. To help students experience connections between how their present educational choices relate to future career possibilities and life paths, professionals from all walks of life such as scientists, journalists, doctors, lawyers, musicians, authors, entrepreneurs, community leaders, etc., are brought into the learning environment to participate in special events. Such activities are also designed in parallel with academic instructional units across subject areas. Whenever allowed, learning experiences out into the community are also planned and implemented.

At the high school grades, students explore what post-secondary educational paths are required for various careers. If not yet completed at a previous educational setting, students entering the Academy at the middle school age begin planning for future years by creating an Education Development Plan (EDP). The EDP includes their goals and action steps for transitioning to high school. All students are provided various opportunities to

explore career options in areas of personal interest as they formulate their plans for advanced educational opportunities or direct entry into the workforce.

Other qualities that make the Academy unique is its goal of developing in each student a strong desire for learning, while equipping them with the social and communication skills necessary for positive interaction with others. The Academy provides one-on-one and small group tutoring and mentoring to ensure all students have the adequate support needed to maintain confidence in their abilities. Peer mediation and conflict-resolution training are integral components of each student's experience, inclusive of social living skills training that is designed and delivered to compliment any afterschool group process or therapy sessions provided by DBI.

The Academy team works cooperatively and collaboratively with DBI to implement a positive reward system, designed to help create and sustain student motivation, as well as to serve as an additional tool whereby teachers and staff can consistently acknowledge each student's performance. Points may be earned during each course session or activity to provide a student immediate feedback and positive reinforcement. Points are accumulated to a student's overall daily total and later, may be exchanged for a variety of items including school supplies, snacks, special events, and other student-centered privileges.

The positive reward system is also tied to a student's school progress through daily PEP review sessions with teachers. During these sessions, students and teachers review how each student did on a given day, discussing how they will maintain and/or improve their school-related behaviors for the next day. This enables students to clearly see their own progress toward goal attainment, as well as areas for self-improvement. The Academy works with DBI to make sure that the PEP plan process complements and integrates with the positive behavior systems in place within the Agency's other programs.

Special Education Services. When making educational placement decisions for students with disabilities, the Academy ensures that parents/guardians are contributing members of the IEP team and together, the team is making decisions that are subject to requirements regarding provision of the least restrictive environment. When determining how services will be delivered to students with disabilities, the Academy follows all Special Education Rules as issued by the Michigan Department of Education. If a child with a current Individualized Educational Program ("IEP") enrolls in the Academy, the Academy implements the existing IEP to the extent possible, or provides an interim IEP agreed to by parents/guardians until a new IEP can be developed. IEPs are developed, revised and

implemented in accordance with the Individuals with Disabilities Educational Improvement Act (“IDEIA”) and state law and regulations.

The Academy fully complies with federal laws and regulations governing children with disabilities as follows:

1. The Academy is responsible for providing a free appropriate public education to children with disabilities enrolled in the Academy that have been determined through an IEP to require Special Education programs and services.
2. The Academy will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEA, and reviewed on an annual basis or more frequently as determined by the IEP team.
4. The Academy contracts as needed with specialized outside service providers who are expert in providing such services to charter schools in Michigan, as determined by enrollment. In addition, the Academy employs teachers as needed, through its Educational Service Provider or other contractual arrangements, who possess certification in special education areas, as well as dual or multiple certifications across disciplines.
5. The Academy employs a “least restrictive environment” approach and when appropriate makes use of a special education resource room as a way to support the individual needs of each student requiring special education services. The Academy also participates in all DPSCD programs and support services, including those for which it may obtain additional funding, to support special education services to students, as required under an intermediate school district’s county-wide plan.

Graduation Requirements. All students awarded a high school diploma from the Academy will meet or exceed the high school graduation requirements set forth by the Michigan school code, as may be amended from time to time, and as implemented by the Michigan Department of Education. Students ordered to complete a General Education Development (GED) test by the courts, leading to a high school equivalency certificate, are provided special assistance in preparing for this requirement.

High School Diploma Credit Requirements

| | |
|--|---------------------|
| Math Algebra I, Algebra II, Geometry, One Math Course in Final Year | 4 Credits |
| English Language Arts 9, 10, 11, 12 | 4 Credits |
| Science Biology, Physics or Chemistry, One Additional Science Credit | 3 Credits |
| Social Studies Civics (.5), Economics (.5), US History & Geography, World History & Geography | 3 Credits |
| Physical Education and Health | 1 Credit |
| Visual, Performing and Applied Arts | 1 Credit |
| Language Other Than English In grades 9-12, or an equivalent learning experience in grades K—12. | 2 Credits |
| Online Learning Experience Course, Learning, or Integrated Learning Experience | |
| Total Credits | 18 |

EXHIBIT I
SCHOOL CALENDAR AND SCHOOL DAY

CAPSTONE ACADEMY CHARTER SCHOOL

2017-2018 School Calendar

| July 2017 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | S |
| | | | | | | 1 |
| 2 | 3 | 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 | | | | | |

| August 2017 | | | | | | |
|-------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | S |
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| 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 | | |
| | | | | | | |

| September 2017 | | | | | | |
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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | | | | |

| October 2017 | | | | | | |
|--------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | S |
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| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |
| | | | | | | |

| November 2017 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | S |
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| 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 | | |
| | | | | | | |

| December 2017 | | | | | | |
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| Su | M | Tu | W | Th | F | S |
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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| January 2018 | | | | | | |
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| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |
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| February 2018 | | | | | | |
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| 25 | 26 | 27 | 28 | | | |
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| March 2018 | | | | | | |
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| Su | M | Tu | W | Th | F | S |
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| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | | | | | | |

| April 2018 | | | | | | |
|------------|----|----|----|----|----|----|
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| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |
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| May 2018 | | | | | | |
|----------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | S |
| | | 1 | 2 | 3 | 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 | | |
| | | | | | | |

| June 2018 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | S |
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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| | | | | | | |

-  School Closed
-  Parent Conferences
-  Grades Due
-  Professional Development
-  First and Last Day of School
-  End of Quarter
-  Report Cards

CAPSTONE ACADEMY STUDENT SCHEDULE 2017-2018

| Student Groups | | A | B | Horizon | M | C | D | E | Computer Based Instruction | |
|----------------|---------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|----------------------------|------------------|
| Hour | Time | | | | | | | | Apex (G) | Apex (B) |
| 1 | 8:00 - 8:45 | SS-Mr. Munson | P.E.-Mr. Whalen | Math-Mr. Serrentino | English-Mr. Payton(sub) | Art-Mr. VanBrooklin | Science-Mrs. Betty(sub) | Lifeskills-Ms. Moody | Mrs. Fitzgerald | Mrs. Wright(sub) |
| 2 | 8:45 - 9:30 | P.E.-Mr. Whalen | Math-Mr. Serrentino | English-Mr. Payton(sub) | Science-Mrs. Betty(sub) | SS-Mr. Munson | Lifeskills-Ms. Moody | Art-Mr. VanBrooklin | Math | Math |
| 3 | 9:30 - 10:15 | Math-Mr. Serrentino | English-Mr. Payton(sub) | Science-Mrs. Betty(sub) | Lifeskills-Ms. Moody | P.E.-Mr. Whalen | Art-Mr. VanBrooklin | SS-Mr. Munson | Science | Science |
| 4 | 10:15 - 11:00 | English-Mr. Payton(sub) | Science-Mrs. Betty(sub) | Lifeskills-Ms. Moody | Art-Mr. VanBrooklin | Math-Mr. Serrentino | SS-Mr. Munson | P.E.-Mr. Whalen | English | English |
| 5/Lunch | 11:00 - 11:45 | Lunch | Lunch | Lunch | Lunch | English | P.E.-Mr. Whalen | Math-Mr. Serrentino | Lunch | Lunch |
| 5/Lunch | 11:45 - 12:30 | Science-Mrs. Betty(sub) | Lifeskills-Ms. Moody | Art-Mr. VanBrooklin | SS-Mr. Munson | Lunch | Lunch | Lunch | Art | Art |
| 6 | 12:30 - 1:15 | Lifeskills-Ms. Moody | Art-Mr. VanBrooklin | SS-Mr. Munson | P.E.-Mr. Whalen | Science-Mrs. Betty(sub) | Math-Mr. Serrentino | English-Mr. Payton(sub) | P.E. | P.E. |
| 7 | 1:15 - 1:55 | Art-Mr. VanBrooklin | SS-Mr. Munson | P.E.-Mr. Whalen | Math-Mr. Serrentino | Lifeskills-Ms. Moody | English-Mr. Payton(sub) | Science-Mrs. Betty(sub) | Lifeskills | Lifeskills |

REVISED: 05-12-2017

EXHIBIT J
FACILITY DESCRIPTIONS

Schedule 06 – Physical Plant Description

Capstone Academy Charter School

ADDRESSES AND FACILITIES

The first location is: 3500 John R Street, Detroit, MI 48201

This facility and its treatment programs are licensed as a Child Caring Institution by the State of Michigan Department of Health and Human Services (MDHHS), allowing for an on-grounds school and education. The facility has 7 classrooms, a gymnasium, and outdoor gym space. Three of the classrooms are equipped for use as computer labs.

The second location is: 15255 Mayfield, Detroit, MI 48205

This facility and its treatment programs are licensed as a Child Caring Institution by the MDHHS, allowing for an on-grounds school and education. The facility has 2 classrooms, a large common space, and outdoor gym space. The two classrooms are equipped for use as computer labs.

The third location is: 1326 St. Antoine, Detroit, MI 48226

This facility and its treatment programs are licensed as a Child Caring Institution by the MDHHS, allowing for an on-grounds school and education. The facility has 15 classrooms, six gymnasiums (one large and five small), a library, and office space. All classrooms are computer-ready.

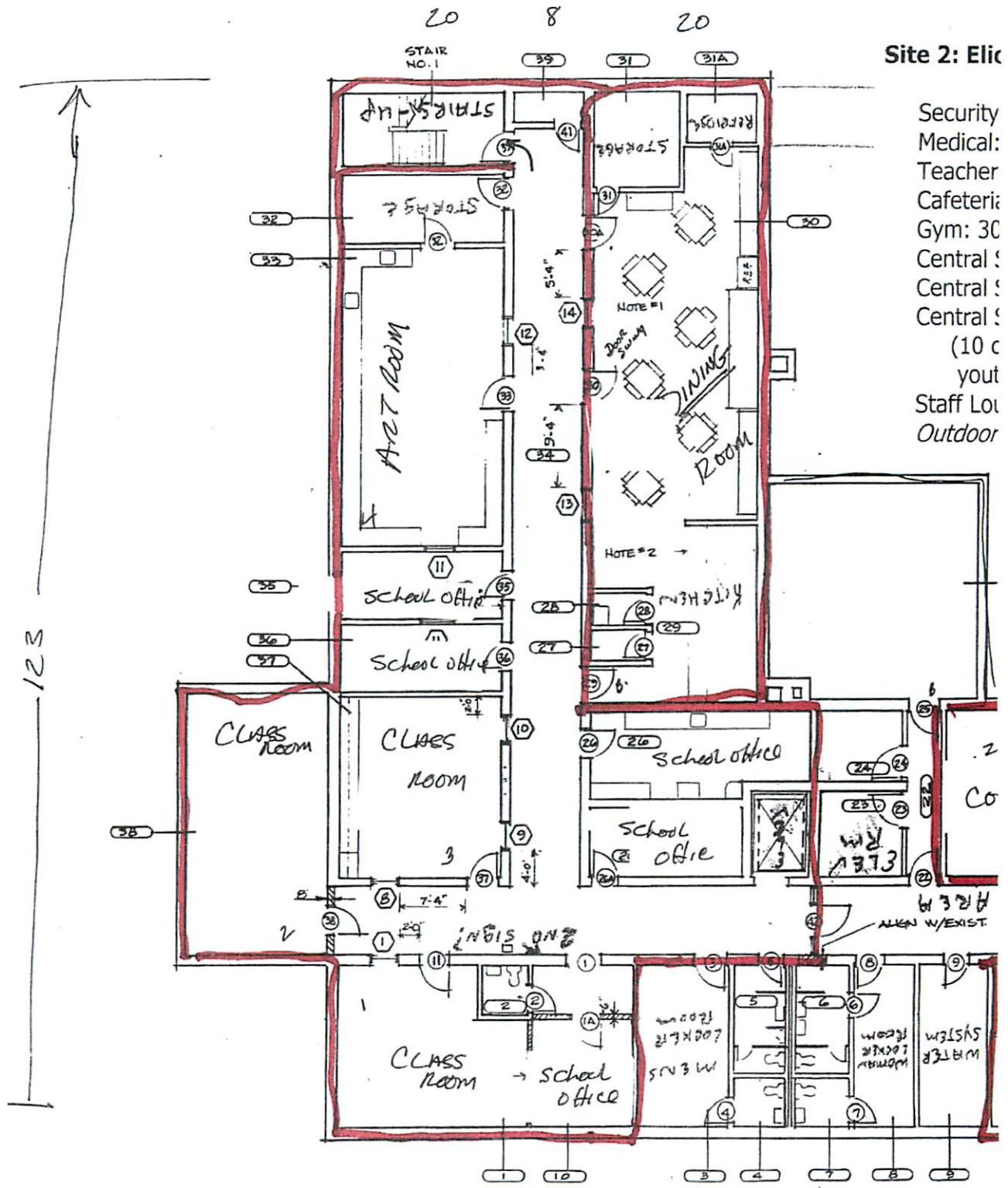
LOCAL SCHOOL DISTRICT

Detroit Public Schools Community District

INTERMEDIATE SCHOOL DISTRICT

Wayne Regional Educational Service Agency

LEFT PAGE LOWER LEVEL



17

2 INSTALL NEW SERVING COUNTER w/ SST TOP & PLASTIC LAMINATE FRONT APRON

| ADDENDUM NO. | ADDENDUM DATE | DATE |
|-------------------------|---------------|------|
| | | |
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| ISSUED FOR CONSTRUCTION | | |
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| REVISIONS | | |
| NO. | DESCRIPTION | DATE |

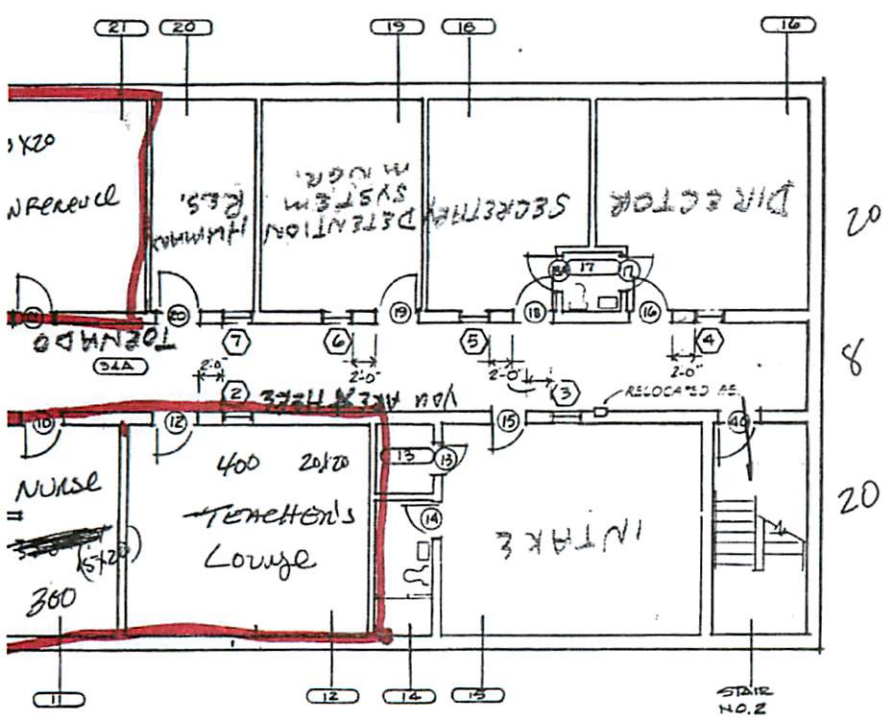
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at Center:

- and Entrance: 960
- 300
- 's lounge: 400
- 3: 1600
- 40
- School--Lower level: 4300
- School--1st floor: 2400
- School--2nd floor: 2600
- lassrooms, 3multipurpose, library, teacher's offices, corridors,
- h restrooms, storage)
- inge: 400
- recreation space: (3,040 square ft.)

*School Space
in RED*

-25



RECORD DRAWINGS DATE



COPYRIGHT: ALL RIGHTS RESERVED
 DRAWN: KAA DATE 7-10
 CHECKED: KAA JOB NO. 1228
 SCALE: 1/4" = 1'-0"

Site 2

LOWER LEVEL FLOOR PLAN

Eliot Center
 3500 John R
 Detroit, MI 48201

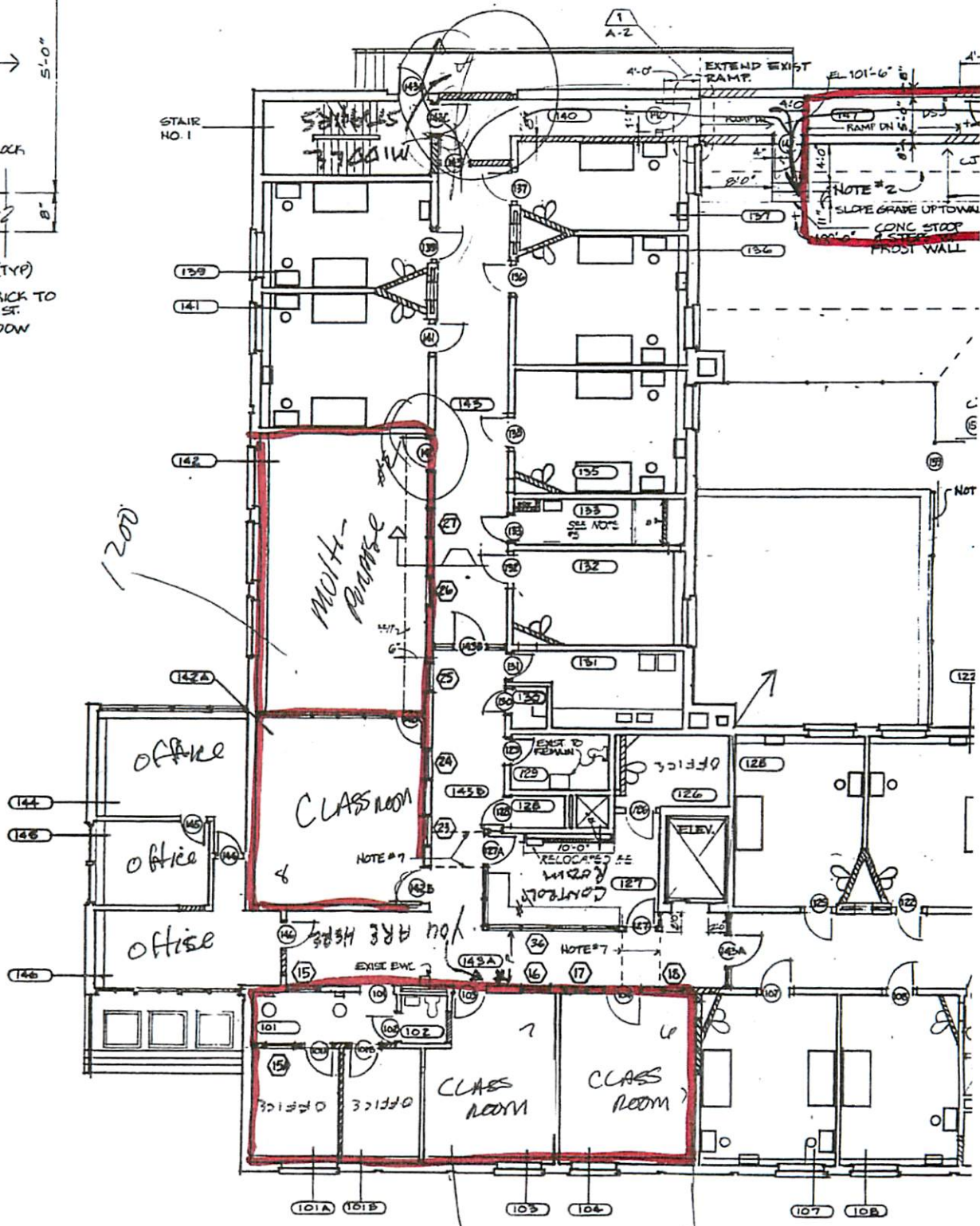
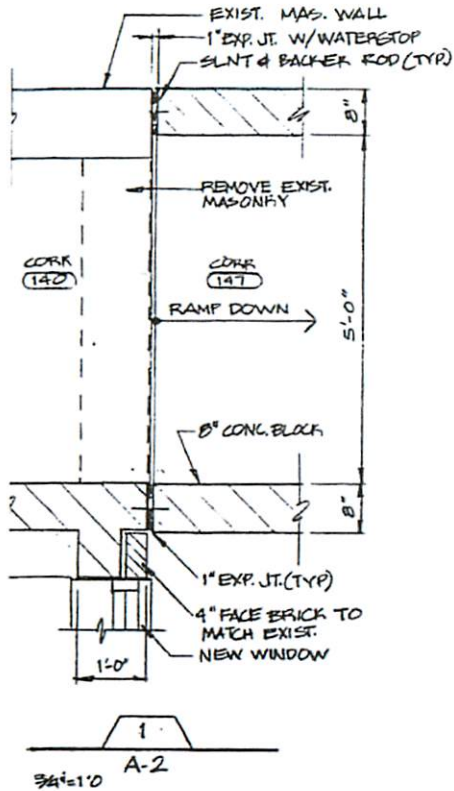
VERIFY ALL DIMENSIONS AND CONDITIONS AT THE BUILDING.

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CONTROL

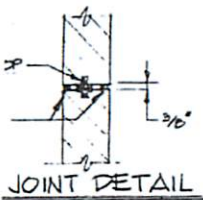


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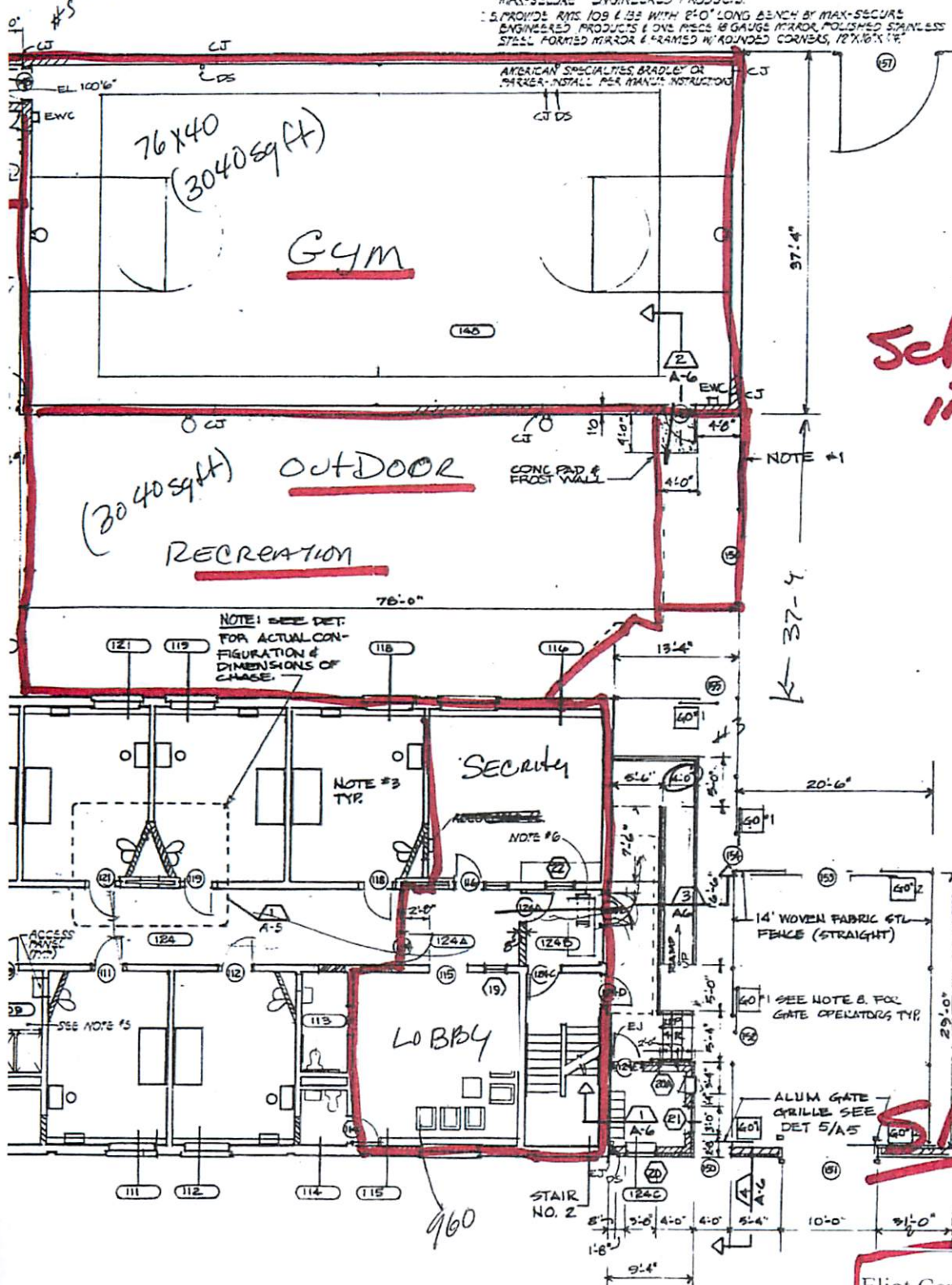
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NOTES

1. 15' HIGH X 6' OVERHANG CURVED FENCE - FIRST DEFENCE INTERNATIONAL SECURITY CO. - 809-799-2036
2. PERIMETER WALL CAP W/ 2'-11 RADIUS - MAX-SECURE ENGINEERED PLASTIC CORP.
3. PROVIDE RESIDENT ROOMS W/ SINGLE BED (NO BUNKS) SHELVING UNIT, DESK & STOOL AS SHOWN INSTALL PER MANUFACTURES INSTRUCTIONS. - MAX-SECURE ENGINEERED PLASTIC CORP.
4. PROVIDE RM. 115 WITH (5) LOUNGE CHAIRS AND (1) SQUARE SIDE TABLE SECURED TO FLOOR PER MANUFACTURES INSTRUCTIONS. MAX-SECURE ENGINEERED PRODUCTS.
5. PROVIDE RMS 109 & 113 WITH 8'-0" LONG BENCH BY MAX-SECURE ENGINEERED PRODUCTS & ONE PEACE 18 GAUGE MIRROR, POLISHED STAINLESS STEEL FORMED MIRROR & FRAMED W/ ROUNDED CORNERS, 12" X 16" X 1/2"

RIGHT PAGE FIRST FLOOR



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5122
 COPYRIGHT: ALL RIGHTS RESERVED
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 SCALE 1/8" = 1'-0"

FIRST FLOOR PLAN

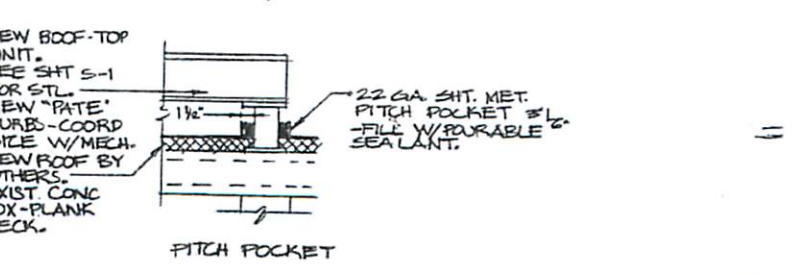
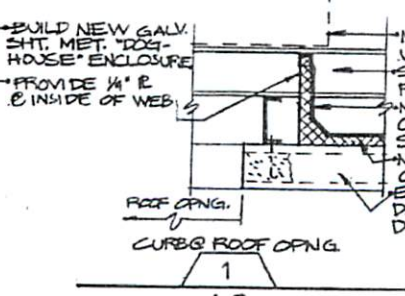
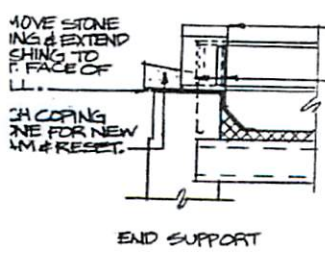
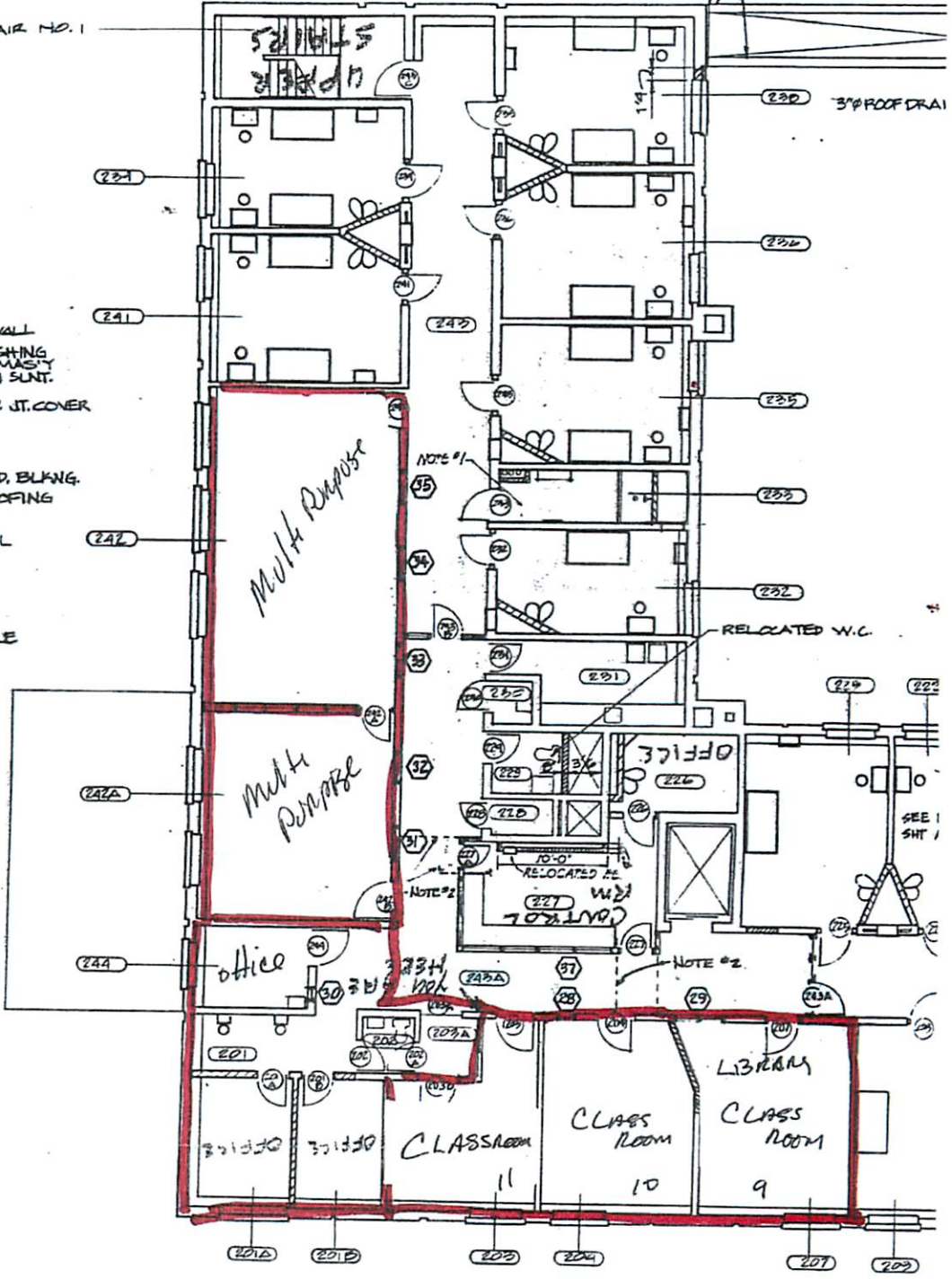
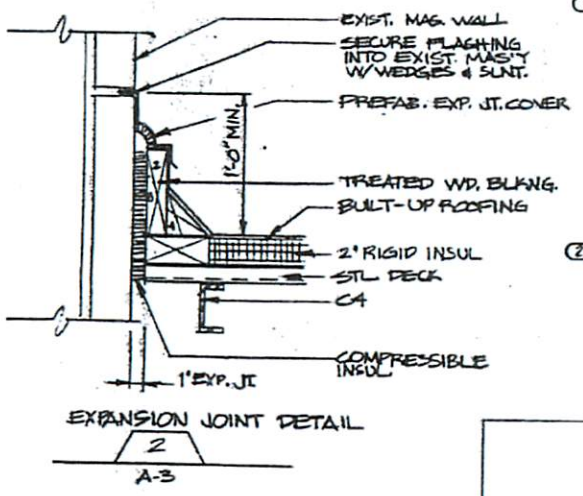
Eliot Center
 3500 John R
 Detroit, MI 48201

- 6. PROVIDE & INSTALL METAL DETECTOR, THE MAGNA SC REMOTE ALARM TO ROOM 116, BY GARRATT CO. MODEL 35" W. X 66" H. X 20" D. BOB BARKER CO. 1-800-336-EDGWAY, N.C.
- 7. SEE NOTE #1 SHT A-7
- 8. GO #1 = "CRUSADER" R200 1/3 HP INDUSTRIAL

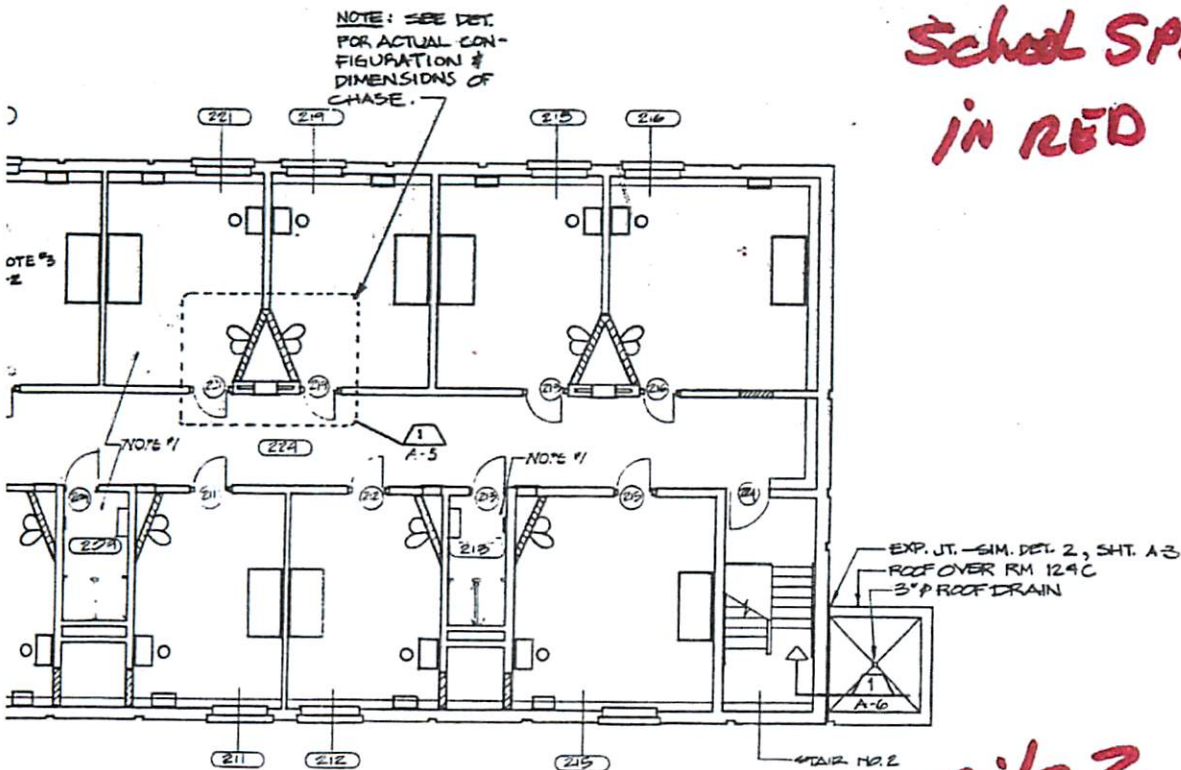
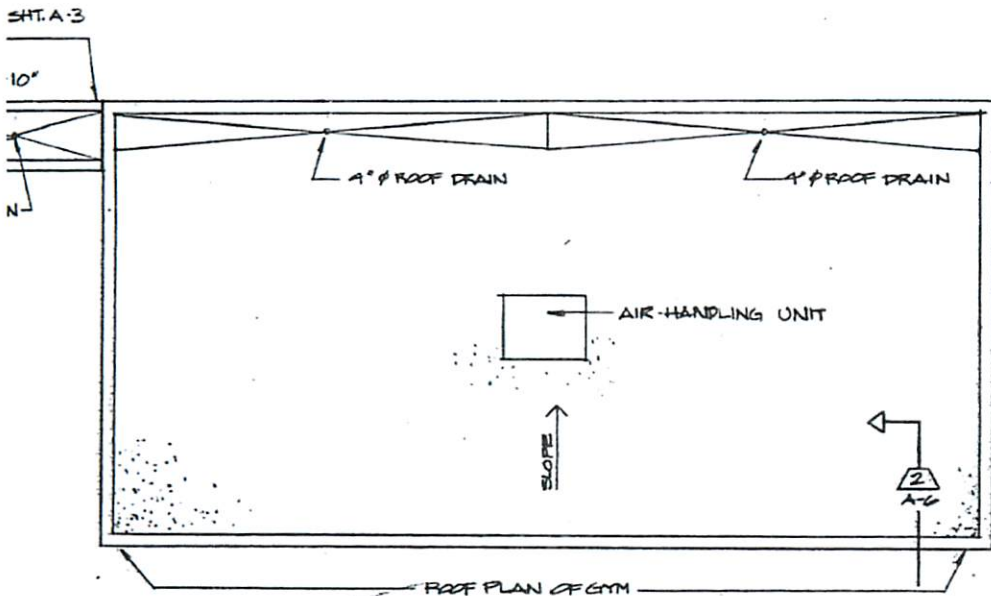
LEFT PAGE SECOND FLOOR

STAIR NO. 1

EXP. JT. - SEE DET. 2,
ROOF OF CORR. 147.
TOP OF MASONRY &
PARAPET EL = 115'



RIGHT PAGE SECOND FLOOR



School Space
in RED

Site 2

| ADDENDUM NO. | ADDENDUM DATE |
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ISSUED FOR CONSTRUCTION DATE

REVISIONS

| NO. | DESCRIPTION |
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RECORD DRAWINGS DATE



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DRAWN L.T. DATE 7-10-

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SCALE 1/8" = 1'-0"

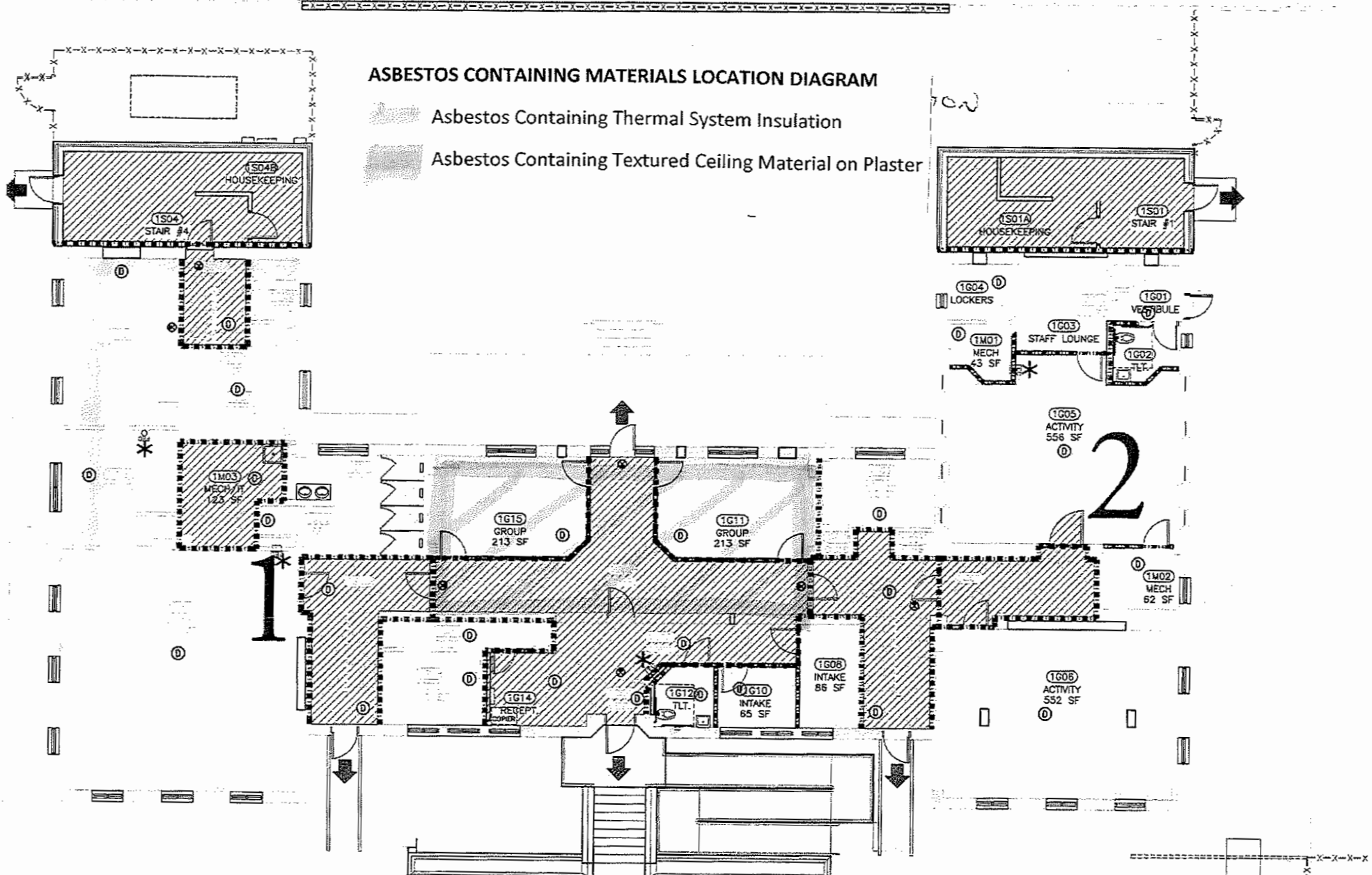
SECOND FLOOR PLAN

Eliot Center
3500 John R
Detroit, MI 48201

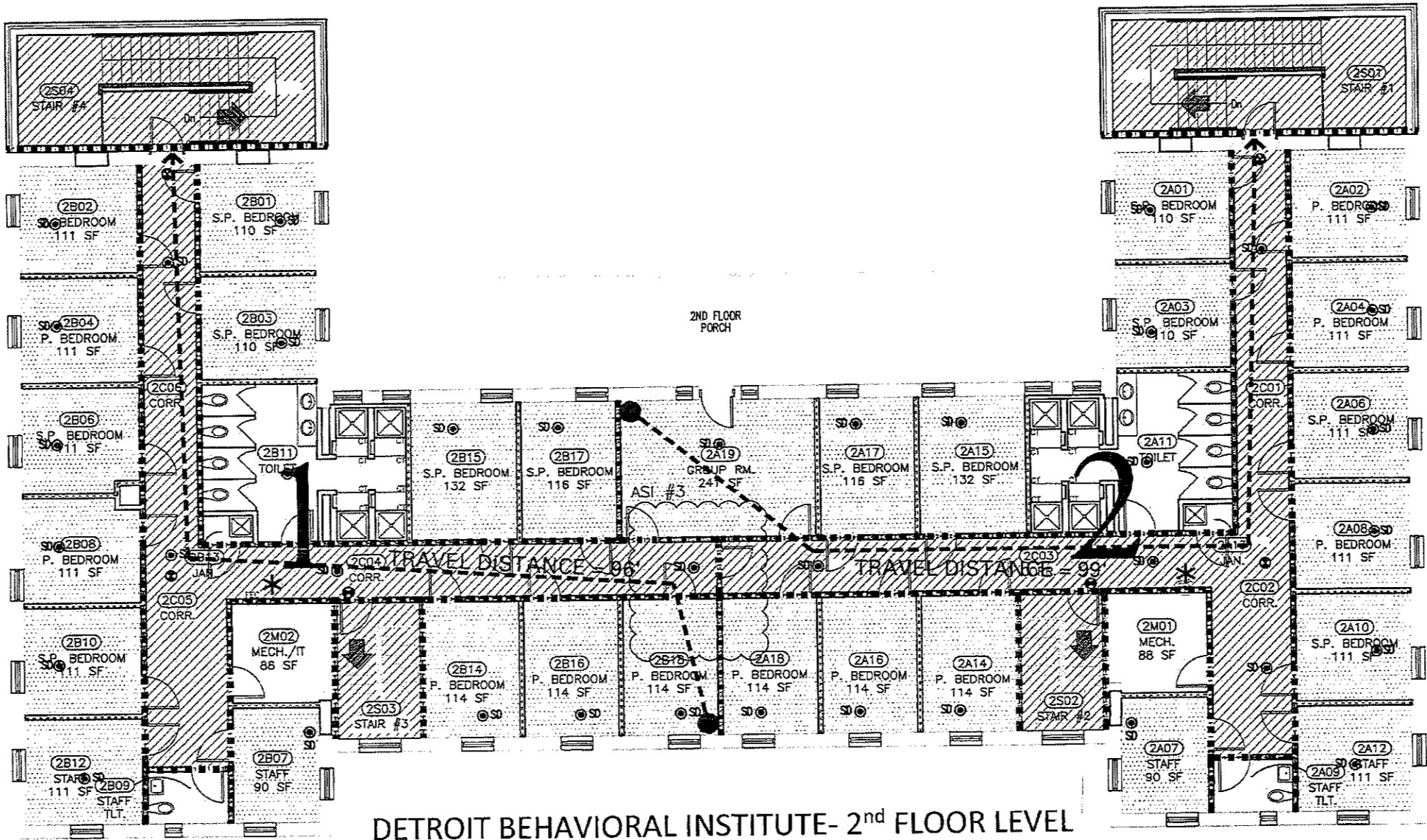
VERIFY ALL DIMENSIONS AND CONDITIONS AT THE BUILDING.

ASBESTOS CONTAINING MATERIALS LOCATION DIAGRAM


- Asbestos Containing Thermal System Insulation
- Asbestos Containing Textured Ceiling Material on Plaster

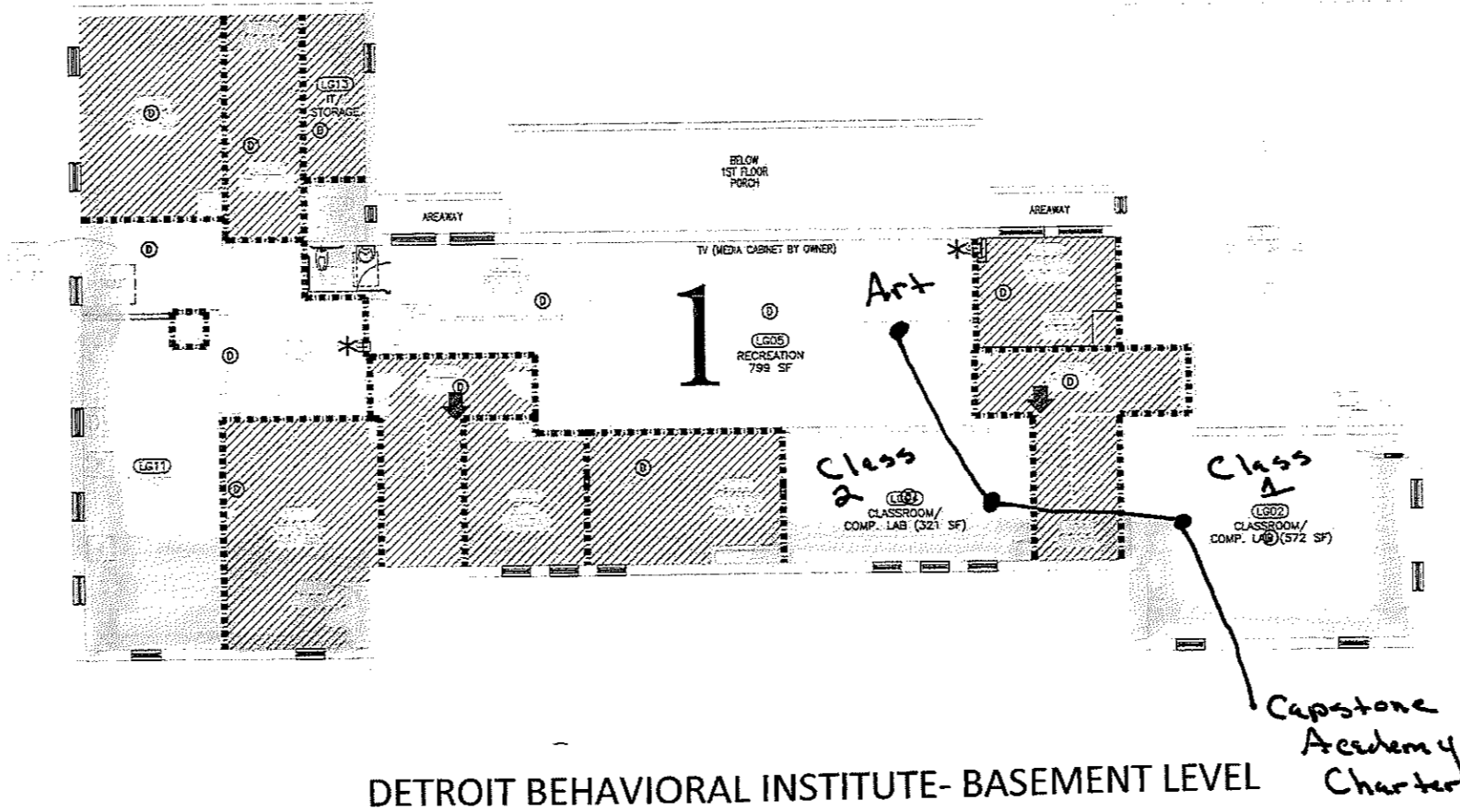


DETROIT BEHAVIORAL INSTITUTE- 1ST FLOOR LEVEL



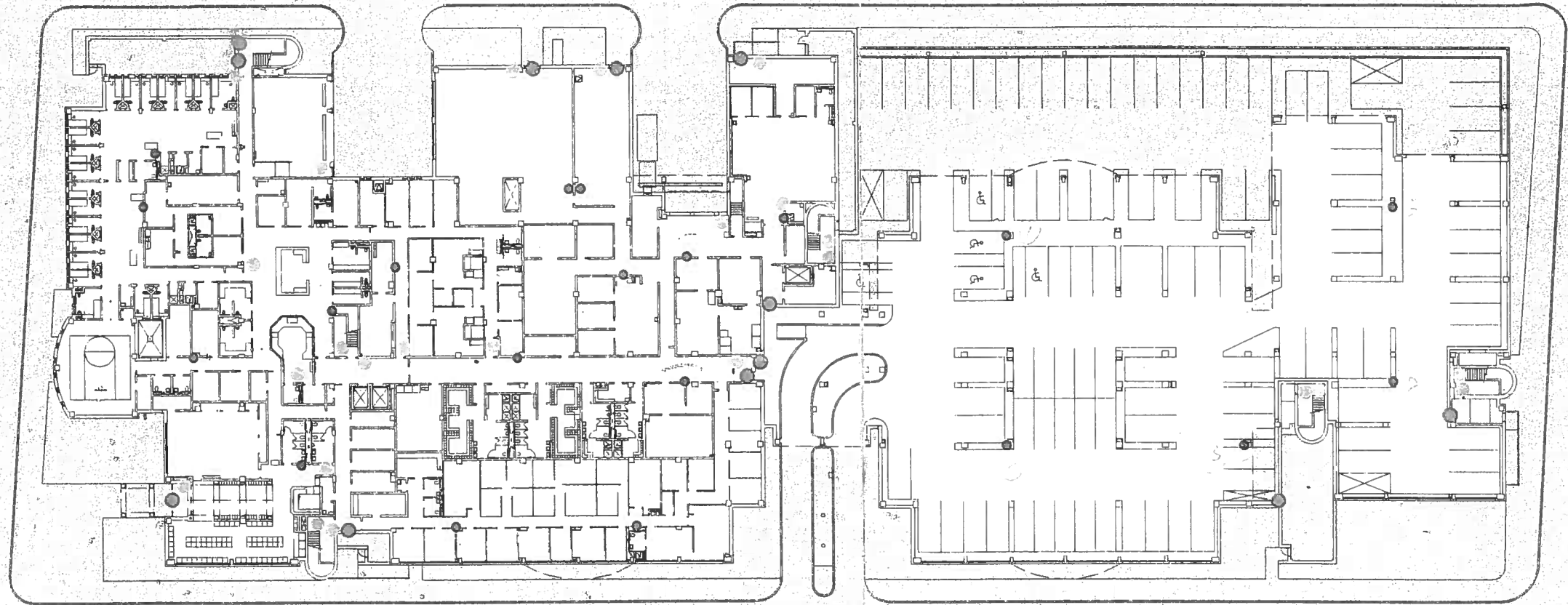
ASBESTOS CONTAINING MATERIALS LOCATION DIAGRAM

 Asbestos Containing Thermal System Insulation



DETROIT BEHAVIORAL INSTITUTE- BASEMENT LEVEL

WAYNE COUNTY JUVENILE DETENTION FACILITY WAYNE COUNTY, MICHIGAN



185,000 GSF

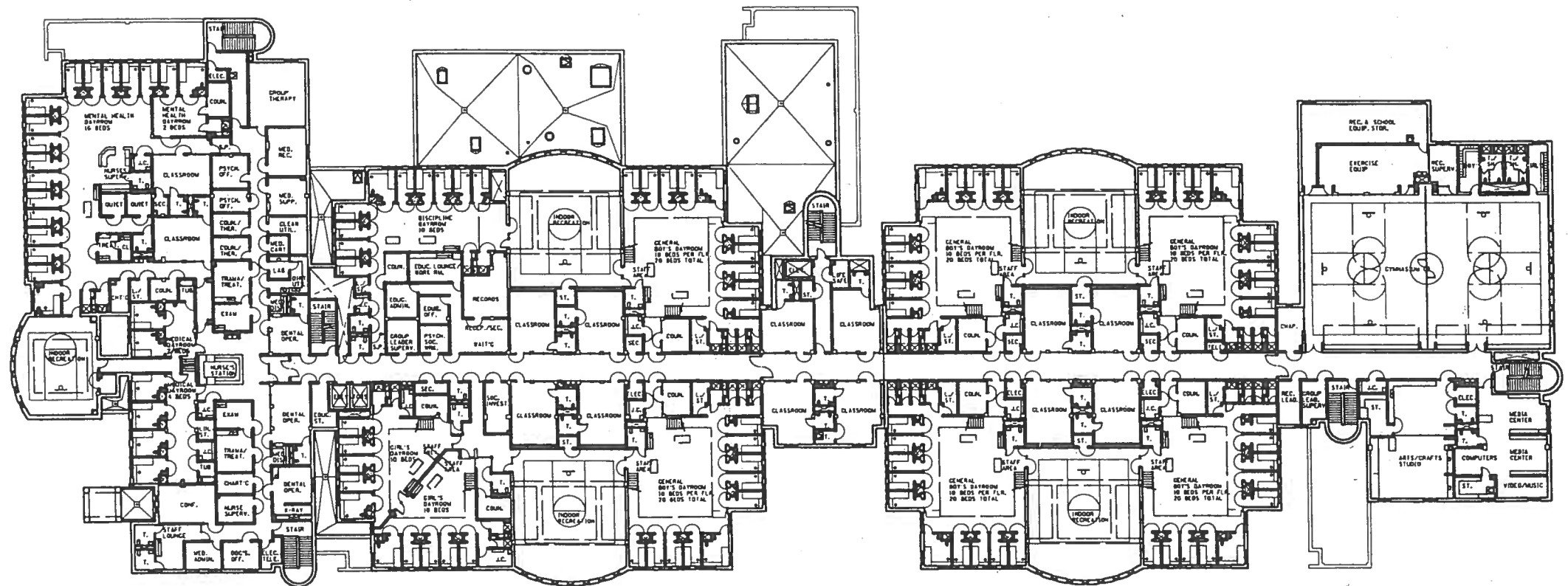
FIRST FLOOR PLAN



LEGEND

- EXIT
- FIRE EXTINGUISHER

WAYNE COUNTY JUVENILE DETENTION FACILITY WAYNE COUNTY, MICHIGAN



SECOND FLOOR PLAN 

EXHIBIT K
OCCUPANCY AND USE
LICENSES

**CAPSTONE ACADEMY CHARTER SCHOOL
CLASSROOM USE LICENSE**

WHEREAS, CAPSTONE ACADEMY CHARTER SCHOOL, a body corporate and public school strict discipline academy authorized by Detroit Public Schools Community School District (DPSCD) under the Revised School Code (the “Academy”), and **DETROIT BEHAVIORAL INSTITUTE, INC.**, a Massachusetts corporation located at 6100 Tower Circle, Suite 1000, Franklin, TN 37067 (“DBI”), have entered an Agreement (the “Agreement”) whereby DBI will enroll residents in the Academy for education of the residents;

WHEREAS, DBI wishes to make its classroom space available to the Academy to provide these educational services to DBI’s residents;

NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) and the mutual covenants in the Agreement, DBI grants to the Academy this non-exclusive Classroom Use License (“License”), effective this 1st day of July 2017, on the following terms and conditions:

(1) **Licensed Premises.** This License pertains to that portion of the property commonly known as 3500 John R (“Site I”) as highlighted on Exhibit A, that portion of the property commonly known as 15255 Mayfield (“Site II”) as highlighted on Exhibit B, and the common areas at Site I and Site II (“Common Areas”)(collectively, the “Premises”). Use of the Premises is subject to the rules DBI may establish from time to time, not inconsistent with Academy’s use of the licensed Premises. DBI may temporarily close or prohibit use of the Common Areas. DBI may make changes to the Common Areas, including size and number of parking areas or parking spaces, location of exits, or the direction of traffic flow. DBI’s right over Common Areas may be exercised in its sole discretion.

(2) **Term.** This License shall expire or terminate when the Agreement expires or terminates or upon the Academy’s insolvency or bankruptcy.

(3) **Insurance.** DBI shall not be responsible to insure any personal property loss of Academy or its agents. The insurance obligations of the parties shall consistent with the insurance obligations established in the Agreement.

(4) **Assignment/Transfer.** The Academy may not assign or transfer this License without the prior written consent of DBI.

(5) **Hazardous Substances.** Academy shall not cause or permit the use, generation, manufacture, or storage of hazardous substances at the premises.

(6) **Use.** It is understood and agreed between the parties hereto that the premises during the continuance of this License shall be used for a strict discipline academy use and uses customarily incidental thereto and for no other purpose or purposes without the written

consent of DBI, and the Academy will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, including specifically the Revised School Code, Act 451 of 1976 (the "Code"), and that on any breach of this Agreement DBI may at its option terminate this License forthwith and re-enter and repossess the licensed premises. The Academy shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to DBI and shall keep premises under its control clean and free from rubbish at all times.

(7) **Condition of the Premises.** DBI agrees to keep the Premises and every part thereof in good order, reasonable use and wear and damage by the elements excepted. If repairs are necessary because of any willful or negligent act or omission of the Academy or its subcontractors or agents, then the Academy shall be responsible for such repairs.

(8) **Indemnification and Insurance.** To the extent permitted by law, the Academy agrees to indemnify and hold harmless to the extent permitted by law DBI from any liability for damages to any person or property resulting from its provision of educational services in, on or about said licensed premises; and Academy will procure and keep in effect during the term hereof public liability, property damage, and personal property damage insurance as required by the Michigan Universities Self Insurance Corporation ("MUSIC") for the benefit of DBI and in the sum of at least \$1,000,000.00 for damages resulting to one person and \$500,000.00 for damages resulting from one casualty, and \$1,000,000.00 property damage, including personal property damage of Academy and its agents, insurance resulting from any one occurrence. Academy shall deliver the policies to DBI. DBI agrees to maintain, during the term hereof, suitable insurance to cover any injuries or damages to DBI, its agents or employees resulting from the condition of the premises. DBI also agrees to indemnify and hold harmless to the extent permitted by law the Academy from any liability resulting from the negligent acts of DBI, its employees or its agents.

(9) **Compliance with Laws.** The Academy shall at its own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations, or ordinances of all municipal, County and State Authorities affecting the licensed premises and the cleanliness, safety and occupation of same.

(10) **DBI Not Responsible.** DBI shall not be responsible or liable for any loss or damage to any personal property of Academy or its agents occupying the premises.

(11) **Non-smoking.** DBI has deemed that all interior areas of this building, including all areas of the separately licensed suites within it, are strictly NON-SMOKING areas.

(12) **Counterparts.** This License may be signed in one or more counterparts, which when taken together shall constitute one and the same instrument. Facsimile signatures on this License shall be binding on the parties.

(13) **Modification.** This License shall not be modified or amended unless in writing signed by both DBI and Academy.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

DETROIT BEHAVIORAL INSTITUTE
SCHOOL

CAPSTONE ACADEMY CHARTER

By: Julie Avant

Title: CEO

By: _____

Title: _____

(13) **Modification.** This License shall not be modified or amended unless in writing signed by both DBI and Academy.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

DETROIT BEHAVIORAL INSTITUTE CAPSTONE ACADEMY CHARTER
SCHOOL

By: _____ By: Mary L. Johnson
Title: _____ Title: Board President

Exhibit A

Purpose: Educational Program for adjudicated youth ages 12-17

Year Built: 1967, Gymnasium added in 1989

Approximate Acreage: .73

Approximate Square Footage: 5200 sq ft. (38,000 Total Building)

Description: Classroom and School Administrative space are on the basement level. Two Classrooms for Cognitively Impaired Students, the gymnasium, as well as outdoor recreation space are located on the first level.

Construction Type: Block Construction / Brick Façade/Concrete Foundation

Heating / Cooling Systems: Gas Fired Roof tops units provide heat/cool to halls, basement, Gymnasium, and office areas

Utilities:

1. Natural Gas – DTE Energy
2. Water/Sewer- City of Detroit
3. Electricity- DTE Energy

Educational Space:

Basement Level: Consisting of five classrooms, Administrative office space, and a cafeteria.

First Level: Consisting of a computer lab and a general studies classroom.

Gymnasium: Approximately 900 sq ft. providing space for basketball, volleyball and other recreation activity.

Outdoor space:

Interior secure courtyard includes group and recreation space.

Other Amenities:

Security cameras in all common areas as well as the exterior of the building, Fire Alarm System, Partially Sprinkled.

Building is currently licensed and meets all local, state, and federal requirements for its current use.

Exhibit B

Purpose: Providing therapeutic treatment in a residential setting for adolescents ages 12-18.

Year Built: 1950 (complete renovation in 2016)

Square Footage: Approximately 21,000

Number of Floors: Two Floors with Full Basement

Construction Type: Block Construction / Brick Face, Block Foundation.

Heating / Cooling Systems: 1- Roof Top Units Providing Heating and Cooling and 12 100-125,000 BTU furnaces providing both heating and cooling to the facility.

Utilities:

1. Natural Gas – DTE Energy
2. Water/Sewer- City of Detroit
3. Electricity- DTE Energy

First Floor:

Consists of a dining area, common group/ recreation space, conference room, administrative offices and the facilities kitchen and storage areas.

Second Floor:

Consists of residential sleeping and hygiene areas, 24 Bedrooms 12 Private, 12 Semi Private.

Basement:

Consists of a large group/recreation space, laundry and storage areas and Class room space.

Outdoor space:

Consists of a large secured Patio and fenced in back yard and basketball/volleyball area.

Education:

Consists of a 400 sq ft, 18 station computer lab; a 200 sq ft, 12 station computer lab; as well as 950 sq ft of common space used for art, health, recreation, and other school related activities.

Other Amenities:

Security cameras in all common areas as well as the exterior of the building, locally monitored Fire/smoke Alarm System, sprinkled storage and mechanical rooms.

Building is currently licensed and meets all local, state, and federal requirements for its current use.

The logo consists of three horizontal bars. The top bar is dark blue, the middle bar is orange, and the bottom bar is dark blue. The text "DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT" and "OFFICE OF CHARTER SCHOOLS" is centered in white within the bottom dark blue bar.

**DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT
OFFICE OF CHARTER SCHOOLS**

Note Regarding Use License

Due to the timing of Wayne County's meeting to approve the use license agreement between the county and Capstone, the Office of Charter Schools has granted an extension until July 31, 2017, for Capstone Academy to submit a copy of its executed use license with Wayne County. The meeting is scheduled for June 29, 2017, however, the signature is not expected for several weeks due to the county's signature process.

The extension language can be found in Article XV of the charter contract.

EXHIBIT L
FIRE MARSHALL APPROVALS

FIRE SAFETY COMPLIANCE RECORD
 Michigan Department of Health and Human Services
 (For Large/Small/Secure Child Caring Institutions)

Name of Q.F.I.
D. Saulsby

Email Address

| | | | |
|---|---|-----------------------|--|
| Facility/Building Name Detroit Capstone | Facility Type <input type="checkbox"/> Large (16-up) <input type="checkbox"/> Small (7 to 15) <input checked="" type="checkbox"/> Secure | | |
| Institution Name Acadia Detroit Behavioral Health | License Number C1820297847 | Capacity 74 | Status 2nd. Prov. |
| Institution Address (Number & Street) 3500 John R | City/Village Detroit | | Zip Code 48201 |

REASON FOR INSPECTION → Original Renewal Interim Follow-up Complaint Other Behavior Management Room
 Yes No

THE STATEMENTS WHICH APPEAR OPPOSITE EACH RULE NUMBER ARE BRIEF SUMMARIES AND ARE NOT IDENTICAL TO THE ADMINISTRATIVE RULE. THE COLUMNS ARE TO INDICATE WHETHER THE BUILDING IS DETERMINED TO BE IN COMPLIANCE OR IN NON-COMPLIANCE OR NOT APPLICABLE (N/A) WITH THE RULES. Each time that the non-compliance column is marked, please make your comment(s) after signature block.

| RULE | TYPE OF CHILD CARING INSTITUTION | | | | | | | | |
|---|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| Rule 505 Plans and specifications. (1) Plans and specifications shall be submitted to the bureau of fire services for review and approval prior to any remodeling in an institution, or the construction or conversion of a structure for use as an institution. (2) The plans shall comply with all of the following provisions: (a) Show layout, room arrangements, construction materials to be used, and the location, size, and type of fixed equipment. (b) For additions, show those portions, including existing exits, types of construction, and room occupancies, which may be affected by the addition..... (c) Be approved in writing by the bureau of fire services before construction begins..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Rule 506 Fire drills and telephone. (1) There shall be quarterly fire drills for each staff shift. Two drills shall include evacuation unless approved in writing as contraindicated. Drills shall be conducted at different times of day and night where there are 24 hour staff shifts. Records shall be maintained of drills giving date, time, and where evacuation was part of the drill, the approximate evacuation time. (2) Telephone or other suitable means of communicating alarm of fire to the fire department shall be provided. Telephone numbers of the fire department shall be posted by all telephones designated for outside service. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 508 Facility location. New and converted facilities shall not be established within 300 feet of an above ground storage tank containing flammable liquids used in connection with bulk plants, marine terminals, aircraft refueling, or similar hazards. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 510 Sleeping rooms. (1) In new construction, remodeled or converted facilities, single sleeping rooms shall not be less than 70 square feet in size, exclusive of closet space. Multi-resident sleeping rooms shall not be less than 50 square feet per resident, exclusive of closet space. (2) In new construction, remodeled or converted facilities, locked resident sleeping rooms shall be equipped with 2-way monitoring devices. (3) All facilities with sleeping rooms above the second floor shall comply with the requirements of a secure facility, with the exception of R 400.4522(c) (4) A facility shall not use a basement as a sleeping room. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 512 Combustible materials and decorations, furnishings and bedding. (1) A resident-occupied facility shall be kept free of all accumulation of combustible materials unnecessary for the immediate operation of the institution, unless materials are within an approved storage room. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | | | | | | | |
|-----------|----------------------------------|-----------|-----|----------------|-----------|-----|-------------|-----------|-----|
| Camp Name | County | | | License Number | | | Site Number | | |
| RULE | TYPE OF CHILD CARING INSTITUTION | | | | | | | | |
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |

| | | | | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| (2) Easily ignited or rapidly burning combustible decorations are not permitted in a facility. Personal artwork and personal decorations made or owned by residents are permitted up to 20% of wall space in each room or use areas other than means of egress and hazardous areas if they have been treated with fire retardant materials approved by Underwriters Laboratory. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Newly introduced upholstered furniture shall be tested in accordance and comply with the provisions of NFPA-261 unless located in an area having approved automatic sprinkler protection. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) Newly introduced mattresses shall be tested in accordance with ASTM E 1590 unless located in an area having approved automatic sprinkler protection. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Rule 515 Electrical installations. | | | | | | | | | |
| (1) In a newly constructed, converted or remodeled facility, the electrical wiring and equipment shall be installed in accordance with the provisions of the national fire protection association standard No. 70, entitled "National Electrical Code," 2014. A final electrical certificate of approval for the electrical installation shall be obtained from a qualified local electrical inspecting authority or state electrical inspecting authority. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In an existing facility, electrical wiring and equipment acceptable at the time these rules take effect shall continue to be approved until the facility or portion thereof is remodeled or converted. When an existing facility or portion thereof is remodeled or converted, only that portion remodeled or converted need comply with subrule (1) of this rule. Electrical services shall be maintained in a safe condition. When conditions indicate a need for inspection, the electrical services shall be inspected by a licensed electrical inspection service. A copy of the inspection report shall be maintained at the facility for review. Any areas cited in the report shall be corrected and a new electrical system inspection shall be obtained verifying that corrections have been made. ... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 517 Facility construction. | | | | | | | | | |
| (1) A new, substantially remodeled or converted large or secure facility shall be one of the following types of construction as specified in the national fire protection association standard No. 220, entitled "Standard on Types of Building Construction, 2015:" | | | | | | | | | |
| (a) Type I 442 or 332 or type II 222. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Type II 111, type III 211, type IV 2HH. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Type II 000, type III 200, or type V 000 up to 2 stories. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (2) New, converted, and substantially remodeled small facilities shall be at least frame construction and shall be fire-stopped at all wall and floor junctures and all wall and ceiling junctures with not less than 2-inch nominal lumber. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| (3) Construction in existing licensed facilities that was approved before these rules take effect and which meets the construction requirements of the fire safety guidelines these rules supersede shall continue to be approved until the facility is substantially remodeled or converted. When an existing facility is substantially remodeled or added to, only the portion of the facility being substantially remodeled or added need comply with subrule (1) or (2) of this rule and R 400.4522, as appropriate. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| Facility/Building Name Detroit Capstone | | | | | | | License Number C1820297847 | | | | | | | | | | | | | | |
|--|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------------------|--------------------------|--------------------------|-------|--------------|-----------------|---|--------|---------|---|---------|----------|---|----------|-----------|
| RULE | TYPE OF CHILD CARING INSTITUTION | | | | | | | | | | | | | | | | | | | | |
| | LARGE | | | SMALL | | | SECURE | | | | | | | | | | | | | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | | | | | | | | | | | | |
| Rule 520 Interior finish. (1) The following alphabetical classification of finished materials for flame spread and smoke development, as determined by the tunnel test in accordance with the national fire protection association, standard No. 255, 2006; American society of testing materials E-84-07, 2014, or underwriters laboratories standard No. 723, 2008, shall be used to determine interior finishes: <table border="0"> <tr> <td>Class</td> <td>Flame Spread</td> <td>Smoke Developed</td> </tr> <tr> <td>A</td> <td>0 – 25</td> <td>0 – 450</td> </tr> <tr> <td>B</td> <td>26 – 75</td> <td>51 – 450</td> </tr> <tr> <td>C</td> <td>76 – 200</td> <td>126 – 450</td> </tr> </table> The same alphabetical classification is also used for combustibility of prefabricated acoustical tile units, only under federal test number SS-5-118a. | | | | | | | | | | Class | Flame Spread | Smoke Developed | A | 0 – 25 | 0 – 450 | B | 26 – 75 | 51 – 450 | C | 76 – 200 | 126 – 450 |
| Class | Flame Spread | Smoke Developed | | | | | | | | | | | | | | | | | | | |
| A | 0 – 25 | 0 – 450 | | | | | | | | | | | | | | | | | | | |
| B | 26 – 75 | 51 – 450 | | | | | | | | | | | | | | | | | | | |
| C | 76 – 200 | 126 – 450 | | | | | | | | | | | | | | | | | | | |
| (2) Interior finish includes the plaster, wood, or other interior finish materials of walls; partitions, fixed or movable; ceiling; and other exposed interior surfaces of the facility, other than nominal wood trim. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | |
| (3) The classification of interior finish materials as to their flame spread and smoke development shall be that of the basic material used, without regard to subsequently applied paint or other coverings, except where such paint or other covering is of such a character or thickness where applied so as to affect the material classification. Finishes such as lacquer, polyurethane-based materials, or unapproved wall coverings shall not be used. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | |
| (4) In a new constructed, remodeled or converted facility, an interior finish classification shall be that of the basic material used, without regard to subsequently applied paint or other covering in an attempt to meet the classification. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | |
| (5) Interior finish materials shall be as follows; | | | | | | | | | | | | | | | | | | | | | |
| (a) In small and large open facilities without a sprinkler system, class A or B in exit ways and class A in seclusion rooms. In all other areas, at least class C. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | |
| (b) In open facilities with a sprinkler system, at least class C throughout, except in a seclusion room. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | |
| (c) In secure facilities, class A throughout regardless of automatic sprinkler protection. | | | | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | |
| Rule 522 Fire protection. Fire protection shall be provided in all facilities as follows: | | | | | | | | | | | | | | | | | | | | | |
| (a) In an existing licensed small facility, an attendant who is awake, fully dressed, and on duty 24 hours a day; complete sprinkler protection; or compliance with R 400.4523. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | |
| (b) In an existing licensed large facility, an attendant who is awake, fully dressed, and on duty 24 hours a day; complete sprinkler protection; or compliance with R 400.4524. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | |
| (c) In a secure facility, an attendant who is awake, fully dressed, and on duty 24 hours a day. | | | | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | |
| (d) In newly constructed facilities, conversions and additions shall be provided with automatic sprinkler protection in accordance with national fire protection pamphlet 13. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | |
| Rule 523 Fire detection; small facilities. | | | | | | | | | | | | | | | | | | | | | |
| (1) An existing licensed small facility electing to provide fire protection by fire detection shall be protected throughout by approved fire detection devices installed in every sleeping room and all areas, except kitchen and bathrooms. The fire detection devices shall comply with all of the following requirements: | | | | | | | | | | | | | | | | | | | | | |
| (a) Be listed and labeled by an independent, nationally recognized testing laboratory. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | |
| (b) Be installed and maintained in accordance with manufacturer's and test specifications. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | |

| | |
|---|--------------------------------------|
| Facility/Building Name Detroit Capstone | License Number C1820297847 |
|---|--------------------------------------|

| RULE | TYPE OF CHILD CARING INSTITUTION | | | | | | | | |
|---|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (c) Be cleaned and tested quarterly, with a written record maintained of the cleaning and testing. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| (d) Be of a type that provides a signal when batteries are not providing sufficient power and when batteries are missing. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| (2) Any battery-operated device required by subrule (1) of this rule which signals power is low or a battery is missing shall be immediately serviced and restored to full power. There shall be not less than a 10% supply of extra batteries maintained at the facility at all times for the total number of battery-operated devices in the facility. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| (3) In small facilities, licensed prior to November 30, 1983, previously approved fire detection systems shall continue to be approved until the facility or portion thereof is remodeled or converted, then fire detection shall be at least as required by this rule for newly constructed, remodeled, or converted facilities in that portion of the facility remodeled or converted. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| (4) Fire detection systems in existing licensed facilities shall be maintained in proper working order and shall be tested at least quarterly, with a written record maintained of the testing. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) All newly licensed small facilities shall be protected with a minimum 110 volt interconnected smoke detectors with battery backup. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| Rule 524 Fire detection; large facilities. | | | | | | | | | |
| (1) An existing licensed large facility electing to provide fire protection by fire detection shall be equipped with a 100% coverage fire detection system which is tested and listed by a nationally recognized, independent testing laboratory and which is installed in compliance with the national fire protection association standard No. 72, entitled "National Fire Alarm Code," 2013 and these rules except that the installing of wiring and equipment shall comply with national fire protection association standard No. 70, entitled "National Electric Code," 2014. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (2) In an existing licensed large facility, the main power supply source for an automatic fire detection system shall be from an electric utility company and shall be on a separate circuit with an identified and locked circuit breaker. A secondary power supply shall be provided which, in the event of the main power supply failure, will maintain the system in an operative condition for 24 hours and, in the event of a fire, will sound the alarm signaling units for a 5-minute period. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (3) In an existing licensed large facility, where an automatic fire detection system is required, the detection devices shall comply with both of the following provisions: | | | | | | | | | |
| (a) Be installed in all areas; that is, all rooms, lofts, closets, stairways, corridors, basements, attics, and like areas. Spacing of detection devices shall be as recommended by the manufacturer to provide complete coverage. Small bathrooms containing a single water closet and lavatory, small closets which are not more than 20 square feet, and similar spaces are exempted from this requirement. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (b) Be smoke detectors, except that heat detectors may be installed in attics, kitchens, bathrooms, attached garages, and heating plant rooms instead of smoke detectors. Heat detectors shall be the fixed temperature rate of rise type. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (4) In a new, remodeled or converted large facility, an automatic fire detection system shall be an electrical, closed circuit, self-supervised system which gives a distinctive signal in a staff-occupied area when trouble occurs in the system, including loss of the main power supply and shall be in compliance with NFPA 72. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (5) In a new, remodeled, or converted large facility, complete final plans and specifications of the automatic fire detection or alarm system, where such a system is to be installed, shall be submitted to the department and approved prior to installation. The plan shall show facility floor plans and locations and types of detection devices, pull-stations, and sounding units. Newly required systems shall have a panel or annunciator located in an area regularly occupied by staff. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| Facility/Building Name Detroit Capstone | | | | | | | License Number C1820297847 | | |
|--|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------------------|--------------------------|-------------------------------------|
| RULE | TYPE OF CHILD CARING INSTITUTION | | | | | | | | |
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (6) In large facilities, licensed prior to November 30, 1983, fire detection systems shall continue to be approved until the facility is converted or a portion thereof is remodeled, then the portion of the facility remodeled or converted shall meet the appropriate requirements of this rule. Where the required new system cannot be added to the existing systems maintaining a single signaling alarm system, the total system shall be replaced and shall comply with this rule for remodeled and converted facilities. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (7) Automatic fire detection systems, fire alarm systems, and fire detection devices shall be maintained in proper working condition. When problems occur, they shall be immediately remedied. When the system is rendered inoperable, staff shall be awake and on duty until the system is again operable. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (8) Fire alarm systems shall be tested and maintained on an annual basis in accordance with NFPA 72. Smoke detector calibration shall be done as recommended. The licensee shall keep a record of fire alarm maintenance. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 527 Sprinkler systems. | | | | | | | | | |
| (1) A sprinkler system in a new or converted facility or an addition shall comply with the 2013 national fire protection association pamphlet No. 13 entitled "Standard for the Installation of Sprinkler Systems." Where there is no adequate water from a community water system to supply a sprinkler system and where the area to be protected does not exceed 20,000 square feet, a special pressure tank supply for sprinklers, as specified in the 2013 edition of national fire protection association standard No. 22, entitled "Standard for Water Tanks for Private Fire Protection," shall be provided. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) All required sprinkler systems shall be inspected and tested and all other maintenance performed as specified in the 2014 national fire protection association standard No. 25 entitled "Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems" at least once a year by a sprinkler contractor. The licensee shall maintain documentation of the last inspection and test. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) A sprinkler system in an existing facility approved before these rules take effect shall continue to be approved until the facility or portion thereof is remodeled, converted, or expanded. The system shall be maintained in accordance with the standards applicable at the time it was originally approved. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) When an existing facility is remodeled, converted, expanded or modified which results in the existing sprinkler system not providing adequate protection, fire protection shall be provided by extension of the current system where it is possible to extend the system and maintain its integrity or a new sprinkler system shall be installed in the affected area.. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (5) The sprinkler piping for any isolated hazardous area which can be adequately protected by not more than 2 sprinklers may be connected directly to the domestic water system at a point where a minimum 1-inch supply is available. An approved automatic sprinkler control valve and check valve which is locked shall be installed between the sprinklers and the connection to the domestic water supply. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 532 Fire extinguishers. | | | | | | | | | |
| (1) All required fire extinguishers shall be subjected to a maintenance check at least once a year. Each fire extinguisher shall have a tag or label attached indicating the month and year maintenance was performed and identifying the person or company performing the service, as specified by NFPA Standard 10. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) All required extinguishers shall be recharged after use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) A minimum of 1 approved fire extinguisher shall be provided on each floor and in or immediately adjacent to kitchens, rooms housing combustion-type heating devices, and incinerators. Additional fire extinguishers may be required at the discretion of the fire safety inspector to assure that it is not necessary to travel more than 75 feet to a fire extinguisher. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| Facility/Building Name Detroit Capstone | | | | | | | License Number C1820297847 | | | |
|---|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------------------|--------------------------|--------------------------|--|
| RULE | TYPE OF CHILD CARING INSTITUTION | | | | | | | | | |
| | LARGE | | | SMALL | | | SECURE | | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | |
| (4) All fire extinguishers shall be located not less than 4 inches off the floor and the top of the extinguisher shall not be higher than 5 feet off the floor in a special cabinet or on a wall rack which is easily accessible at all time, unless programmatically contraindicated. Where programmatically contraindicated, the required extinguishers may be kept behind locked doors if both of the following conditions are met: (a) The locations are clearly labeled "Fire Extinguisher." (b) All staff carry keys to the doors. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| (5) In new, remodeled, or converted facilities, a fire extinguisher shall be at least type 2-A-10BC. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| (6) In existing small facilities, previously approved fire extinguishers other than type 2-A-10BC will continue to be approved if they are maintained in the area for which approved. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Rule 535 Fire alarm. | | | | | | | | | | |
| (1) All new and converted large and secure facilities shall have a fire alarm with fire alarm pull-stations at each exit on each floor unless otherwise permitted by the following: (a) Manual fire alarm boxes may be locked, provided that staff is present within the area when it is occupied and all staff have keys readily available to unlock the boxes. (b) Manual fire alarm boxes may be permitted in a secure staff location, provided that both of the following criteria are met: (i) The staff location is attended when the building is occupied. ... (ii) The staff attendant has direct supervision of the sleeping area. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| (2) Fire alarm systems shall be installed and in compliance with NFPA-72. . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| (3) All new and converted small facilities with resident sleeping on only 1 floor shall have at least a fire alarm device. All new and converted small facilities with sleeping on more than 1 floor shall have a fire alarm system with at least 1 pull-station on each level. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| (4) Fire alarm systems and devices in existing facilities shall be maintained in proper working order and shall continue to be approved until the facility is remodeled or converted. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Rule 538 Means of egress. | | | | | | | | | | |
| (1) Means of egress shall be considered the entire way and method of passage to free and safe ground outside a facility. All required means of egress shall be maintained in an unobstructed, easily traveled condition at all times. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| (2) In an existing facility, each resident-occupied room shall have access to not less than 2 independent, properly separated, approved means of egress or have a doorway leading directly to the outside at grade. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| (3) In existing licensed multistory secure and large facilities, at least 1 means of egress from each floor shall be direct to the outside or shall be through an enclosed stairway which is properly separated from exposure from floors below and which exits directly to the outside at grade or a previously approved escape window. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| (4) In a small facility where ambulatory residents use a floor above the street level 1 of the 2 required means of egress may be an approved escape window from each resident-occupied room which provides direct access to the ground and which has a sill height not more than 5 feet above the ground below or which provides access to an approved fire escape. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

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| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (5) In a newly constructed, remodeled, or converted facility, each resident-occupied story, including a resident-occupied basement, shall have not less than 2 independent approved means of egress separated by not less than 50% of the longest dimension of the story. All child-occupied rooms shall be situated between two approved exits unless the child-occupied room has an exit leading directly to the outside at grade. One adjacent intervening room shall be permitted between a sleeping room and an approved exit access corridor that leads to two approved exits in opposite or perpendicular directions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) In a newly constructed, remodeled, or converted large or secure facility, additional means of egress, in addition to the minimum of 2 required from each story, are required if the maximum possible occupancy exceeds 100 residents per story. There shall be at least 1 additional means of egress for each 100 additional residents per story. Means of egress shall be of such number and so arranged that it is not necessary to travel more than 100 feet from the door of a resident-occupied room to reach the nearest approved protected exit-way from that story. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (7) An elevator shall not be approved as a required means of egress. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (8) A means of egress shall not be used for the housing of residents or storage of any kind and shall not be obstructed or hidden from view by ornamentation, curtains, or other appurtenances. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (9) Each required means of egress from floors where non-ambulatory residents are permitted shall discharge at grade or shall be equipped with a ramp which terminates at grade level. Ramps shall not exceed 1 foot of rise in 12 feet of run and shall have sturdy handrails. Once at grade, there shall be a surface sufficient to permit occupants to move a safe distance from the facility. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (10) In a small facility housing 1 or more non-ambulatory or wheelchair residents, required exit-ways forming part of a required means of egress from portions of the facility housing such residents shall be not less than 48 inches wide in a new facility and not less than 44 inches wide in a converted facility, with doors a minimum of 36 inches wide. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Rule 540 Stairways, halls and corridors. | | | | | | | | | |
| (1) In existing and small facilities, all stairs and other vertical openings shall be enclosed with materials equal in fire resistance to the standard partition construction of the building, if such partition construction is at least standard lath and plaster. There shall be at least 1 1¼-inch solid core wood door with latching hardware or each sleeping room on the second floor shall be equipped with at least 1 1¼-inch solid core wood door with latching hardware | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In all new and converted large and/or secure facilities, stairways and floor-to-floor openings shall be enclosed with materials having at least the fire-resistant rating specified by the national fire protection association standard No. 220, "Standard on Types of Building Construction," 2015, for the type of construction. All other vertical openings through floors shall be fire-stopped with like materials. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Where a facility has 2 or fewer levels, where both levels exit at grade, and where elevations between levels do not exceed 4 feet, the building shall be considered to be 1 story and enclosures shall not be required between levels. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) In all new and converted facilities, stairs shall have treads and risers of uniform width and height, with treads not less than 11 inches deep, exclusive of nosing, and risers not more than 7 inches in height. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) Stairs in new, remodeled, and converted facilities shall change direction by use of an intermediate landing and not by a variance in the width of treads. A sturdy and securely fastened handrail located between 34 and 38 inches, measured vertically, above the nose of the treads shall be provided. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) Stairs in existing facilities approved before these rules take effect shall continue to be approved until the portion of the building encompassing the stairs is remodeled. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |

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|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| (7) An outside stairway or fire escape used as part of an approved means of egress shall be protected against fire in the building by blank or closed walls directly under such stairway and for a distance of 6 feet in all directions. Windows may be allowed within this area if they are stationary wire glass windows. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (8) In newly constructed small facilities, halls, corridors, aisles, and stairs used as part of a means of egress shall not be less than 44 inches wide and not less than 36 inches wide in converted small facilities, except as required by R 400.4538(10). | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| (9) In newly constructed and converted large and secure facilities, halls, corridors, and aisles used as part of an exit way shall be not less than 5 feet wide and 90 inches high, and stairs shall be not less than 4 feet wide. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 543 Doors. | | | | | | | | | |
| (1) Doors to required means of egress shall comply with all of the following provisions: | | | | | | | | | |
| (a) Be side-hinged and installed at floor level. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Be not less than 36 inches wide in new and converted large and secure facilities and new small facilities, and not less than 30 inches wide in remodeled and converted small facilities, except as required by R400.4538(10). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Be not less than 78 inches high in new, remodeled and converted facilities. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) In large and secure facilities, doors shall be hung to swing in the direction of egress, except doors to single-occupant rooms and bathrooms. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) Be equipped with at least knob-type, properly operating, approved, positive-latching, nonlocking-against-egress-type hardware which insures the opening of the door with a single motion, such as turning a knob or applying pressure of normal strength on a latch, except as where otherwise provided by subrule (2) of this rule and R 400.4545. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In secure facilities, locking hardware is permitted if resident sleeping rooms are equipped with approved electric locks or if there are staff present and awake, fully dressed, on duty, and in possession of keys to release residents in an emergency. | | | | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Doors entering stairs and other vertical openings and doors to fire rated enclosures shall not be held in an open position at any time by an underdoor wedge or hold-open device. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Interior doors to any enclosure which is required to have not less than 1-hour fire resistance rating shall be B-labeled fire doors in labeled frames and shall be equipped with positive-latching hardware and self-closing devices. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 545 Seclusion room. | | | | | | | | | |
| (1) A seclusion room shall be approved in writing for such use by the fire inspecting authority and the licensing authority. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) A seclusion room shall be constructed to allow for both visual and auditory supervision of a resident in the room. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) A seclusion room shall have walls and ceilings made of noncombustible materials. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) A seclusion room may have 1 approved locking-against-egress device on the door if a staff person is immediately present and awake and is in possession of a key for the door locking device when the room is being used. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) The egress door in a seclusion room shall open in the direction of egress. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| Rule 546 Partition construction. In new, remodeled, or converted large and secure facilities, rooms shall be separated from corridors used as a means of egress with partition construction which extends to the floor or deck above and which affords at least a ¾-hour fire resistant rating. Doors shall be at least 1¾-inch solid wood core. Any glass in these partitions, including doors, shall be wired glass which is not more than 54 inches in any 1 lineal dimension and not more than a total of 1,296 square inches. Where glass breakage is a potential hazard, clear acrylic may be placed directly in contact with and between 2 layers of wired glass to give added strength. Glazing in compliance with national fire protection association pamphlet 257, 2007, and having the required fire resistant rating, may also be used in walls and in doors when tested in accordance with national fire protection association standard 252, 2012. This rule does not apply where the type of construction requires more restrictive separation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 548 Large and secure facilities; lighting in means of egress. (1) In large and secure facilities, all halls, stairways, and means of egress shall be constantly lighted. Approved exit signs shall be installed over each required exit. Exit directional signs shall be provided where exit signs are not readily visible in means of egress. In new and converted large and secure facilities, emergency light packs and exit lights shall be provided along the means of egress. These devices shall include an electric charging unit that will maintain the batteries fully charged. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In new and converted multistory large and or multistory secure facilities, there shall be a system of emergency backup capable of maintaining required lighting for not less than 24 hours in the event of power failure. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 550 Elevators and dumbwaiters. Elevator and dumbwaiter shafts shall be completely enclosed by noncombustible materials with a fire-resistant rating of not less than 1 hour. An opening shall not be permitted through the side wall enclosure for ventilation or for any other purpose. Doors and frames servicing elevators and dumbwaiters shall be approved B-labeled fire door assemblies and labeled fire frame construction and shall be hung so as to be reasonably smoke tight when the doors are closed. Glass side lights, transoms, and panels above the doors shall be wire glass and shall not exceed 100 square inches. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 552 Heating devices and flame producing devices. (1) In large and secure facilities and all newly constructed and converted facilities, flame-producing-type heating devices and incinerators shall be in an enclosure providing at least 1-hour resistance to fire. Adequate combustion air shall be provided directly from the outside through a permanently open louver. Fire dampers are not required in ducts penetrating this enclosure. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In existing small facilities, flame-producing-type heating devices and incinerators approved under the standards these rules replace shall continue to be approved with regard to enclosure or lack of enclosure until the portion of the facility containing the flame-producing device is remodeled or the facility is converted. This shall not preclude requirements relative to maintaining doors and other safety factors in proper working order. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | |
| (3) Electric heating shall be installed in accordance with the manufacturer's specifications and shall be approved by a nationally recognized, independent testing laboratory. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) Portable heaters and space heaters, including solid fuel heaters, are prohibited. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) A fireplace is permitted if it is masonry and has all of the following components: | | | | | | | | | |
| (a) An approved glass door shielding the opening. The door shall be closed at all times except when a fire is being tended. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) A noncombustible hearth extending a minimum of 16 inches out from the front and 8 inches beyond each side of the fireplace opening. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) A noncombustible face extending not less than 12 inches above and 8 inches on each side of the fireplace opening. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (d) A masonry chimney constructed with approved flue liners. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) The chimney shall be visually inspected every other month while in use and cleaned as needed, but not less than once every 12 months. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (6) A heating plant room shall not be used for combustible storage or for a maintenance shop unless the room is provided with automatic sprinkler protection. Flammable liquids or gases shall not be stored in a heating plant room. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (7) A furnace and other flame-producing unit shall be installed according to manufacturer and test specifications and shall be vented by metal ducts to a chimney which is constructed of bricks, solid block masonry, or reinforced concrete, which has an approved flue lining, and is properly erected and maintained in a safe condition. A bracket chimney is not permitted. This rule does not prohibit the installation and use of any prefabricated chimney bearing the label of an approved, nationally recognized, independent testing laboratory if the chimney is installed and used in accordance with the manufacturer and test specifications and is compatible with the heating unit or units connected to it. Only gas and oil-fired units may be connected to a prefabricated chimney. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (8) All furnaces shall be inspected on an annual basis by a licensed inspector. A copy of the inspection must be made available to the qualified fire inspector or the department's licensing authority upon request. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (9) A carbon monoxide detector, bearing a safety certification mark of a recognized testing laboratory such as UL (Underwriters Laboratories) or ETL (Electro technical Laboratory), shall be placed on all levels approved for child care and in all furnace zones. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Rule 554 Air handling equipment. | | | | | | | | | |
| (1) In newly constructed or converted large or secure facilities, air-conditioning, warm air heating, air cooling, and ventilation systems shall comply with the national fire protection association standard No. 90A, entitled "Installation of Air Conditioning and Ventilating Systems," 2002. .. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (2) In newly constructed or converted large or secure facilities, fans and air handling equipment used for re-circulating air in more than 1 room or single area shall have an approved automatic smoke detector located in the system at a suitable point in the return air duct ahead of the fresh air intake, the actuating of which shall open the electrical circuits supplying the fan motor and when an approved fire alarm system is installed, be connected to the fire alarm system in accordance with national fire protection association standard No. 72, 2013. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (3) In existing facilities, fans and air-handling equipment and systems approved in accordance with the standards these rules replace shall continue to be approved until the facility is converted. This shall not preclude requirements relative to maintaining the equipment, including thermostatic or other detection devices, and systems, in proper and safe working order. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) Fan rooms shall not be designed or used for any other use except housing other mechanical equipment. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Rule 555 Smoke barriers. | | | | | | | | | |
| (1) Some barriers with a 1-hour fire resistance rating shall be provided on each floor used for sleeping rooms for more than 24 residents and shall be so located as to form an area of refuge on either side that is served with an approved means of egress. The barriers shall be located as close as possible to the middle of the floor to be protected and shall extend from outside wall to outside wall and from the floor through any inter-stud spaces to the roof or floor structure above. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Doors in the smoke barrier shall be at least 20-minute fire-rated door or 1½ inch solid core flush door hung in labeled frames with self-closing devices. Where double doors without mullions are used, synchronizing hardware and astragals shall be installed and maintained regularly. For new construction, additions and conversions these doors shall be arranged so that each door swings in a direction opposite from the other. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| Facility/Building Name Detroit Capstone | | | | | | | License Number C1820297847 | | |
|--|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------------------|--------------------------|-------------------------------------|
| RULE | TYPE OF CHILD CARING INSTITUTION | | | | | | | | |
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (3) Doors in smoke barrier partition may be held open only by electric hold-open devices designed so that interruption of the electrical current or actuation of the fire alarm, sprinkler system, or heat or smoke detector will cause the release of the doors. The doors shall also be capable of being opened and closed manually. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 557 Storage rooms. Storage rooms larger than 100 square feet used for storing combustible materials shall be separated from the remainder of the facility by construction with at least a 1-hour fire resistance rated construction. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 559 Combustible storage. (1) In a new, remodeled, or converted large facility, hazardous areas and rooms for storage of combustible materials, including all janitor rooms and closets, linen rooms, shipping and receiving rooms, kitchens, kitchen storage rooms, and maintenance shops shall be separated from the remainder of the building by construction having at least a 1-hour fire resistance rating with a "B" rated door with an approved hydraulic closer. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In an existing facility, combustible materials storage rooms and hazardous areas, including janitor rooms and closets, shipping and receiving rooms, kitchen storage rooms, and maintenance shops approved before these rules take effect, shall continue to be approved until the facility or portion thereof is remodeled or converted. All features of fire protection, including fire detection, automatic sprinkler protection, and required fire separations, shall be properly maintained. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 560 Cooking appliances. (1) Cooking appliances shall be suitably installed in accordance with approved safety practices. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (2) Where metal hoods or canopies are provided over domestic cooking appliances, they shall be equipped with filters which shall be maintained in an efficient and clean condition. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (3) In a newly constructed, remodeled, or converted large and secure facility, where metal hoods or canopies are provided over commercial kitchen cooking appliances, they shall be designed and equipped in compliance with the national fire protection association standard No. 96, entitled "Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations," 2014, and shall comply with all of the following requirements: | | | | | | | | | |
| (a) Filters shall be maintained in an efficient and clean condition. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Only vapor proof electrical wiring and equipment shall be permitted in hoods or canopies. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Exhaust ducts from hoods shall be run to the outside by the shortest possible route. When exhaust ducts are run through open spaces between a ceiling and a floor or roof or through any floors above, the ducts shall be enclosed in horizontal or vertical shafts protected from the remainder of the building by construction which affords a 2-hour fire resistance rating. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) Fire extinguishment equipment for the hood and exhaust duct of a cooking appliance in a kitchen shall be in compliance with the national fire protection association standard No. 96, entitled "Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations." | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) In an existing facility, metal hoods and canopies approved before these rules take effect shall continue to be approved until the facility or portion thereof which incorporates the kitchen is remodeled or converted. When the kitchen is remodeled or the facility is converted, hoods, canopies, and kitchen hood suppression systems for cooking appliances shall comply with the requirements of this rule for new construction. Filters in any hood or canopy in an existing facility shall be maintained in an efficient and clean condition. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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|---|--------------------------------------|-----------|-----|-------|-----------|-----|--------|-----------|-----|
| Facility/Building Name Detroit Capstone | License Number C1820297847 | | | | | | | | |
| RULE | TYPE OF CHILD CARING INSTITUTION | | | | | | | | |
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |

| | | | | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <p>Rule 562 Rubbish handling and incinerators.</p> <p>(1) In newly constructed, remodeled, or converted large or secure facility, rubbish handling and incinerators shall be in accordance with the national fire protection association standard No. 82, entitled "Standard on Incinerators and Waste and Linen Handling Systems and Equipment," 2014. Rubbish chutes and refuse bins or rooms shall comply with the provisions of this pamphlet for industrial-type incinerators. Approved 2-bushel or less gas incinerators may be placed in an approved furnace room and shall be equipped with an approved automatic 100% shutoff controls, including a safety pilot. Feed doors shall be located in an enclosed room that is provided with an automatic sprinkler protection or compartment separated from other parts of the building by walls, floor, and a ceiling having a fire-resistance rating of not less than 1 hour with openings to such rooms and compartments protected by approved B-labeled fire door assembly and fire door frames.</p> <p>(2) In newly constructed, remodeled or converted large and/or secure facility, rubbish chutes shall extend not less than 4 feet above the roof and shall be covered by a metal skylight glazed with thin pane glass. A sprinkler head shall be installed at the top of rubbish chutes and within the chutes at alternate floor levels in buildings more than 2 stories in height. A rubbish chute shall empty into a separate room, closet, or bin constructed of materials having at least a 1-hour resistance to fire and protected with an automatic sprinkler system.</p> <p>(3) In new construction, incinerator rooms shall have at least 1 wall on an outside wall not exposing a closed court.</p> <p>(4) In an existing large or secure facility, rubbish handling and incinerators approved before these rules take effect shall continue to be approved until the facility is converted or the portion of the facility which includes the rubbish handling facilities or incinerators is remodeled.</p> <p>Rule 563 Laundries.</p> <p>(1) In a newly constructed, remodeled, or converted large or secure facility with a laundry, the laundry shall comply with all of the following requirements:</p> <p>(a) Be located in a room constructed of materials that have a 1-hour fire resistance rating.</p> <p>(b) Have steam lines installed with a 1-inch clearance from combustibles.</p> <p>(c) Have dryer vents constructed of rigid metal vented directly to the exterior or through the roof. Lint traps shall be cleaned each time the dryer is used.</p> <p>(d) Have 100% automatic and manual shutoff controls for gas appliances other than domestic laundry equipment, which need only have manual shutoff controls.</p> <p>(e) Have adequate outside air for combustion where combustion-type equipment is used.</p> <p>(2) In a newly constructed, remodeled, or converted facility, laundry chutes shall be in compliance with all of the following requirements:</p> <p>(a) Be enclosed in shafts constructed of an assemblage of noncombustible materials having at least a 1-hour resistance to fire. If the shaft does not extend through the roof of the building, the top shall be covered with noncombustible material affording at least a 1-hour resistance to fire. There shall be no openings into the shaft other than those necessary to the intended use of the laundry chute. Feed doors shall be located in an enclosed room that is provided with automatic sprinkler protection or compartment separated from other parts of the building by walls, a floor, and a ceiling having a fire-resistance rating of not less than 1 hour with openings to such rooms or compartments protected by B-labeled fire doors and in labeled frames with self-closing, positive latching hardware.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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|---|--------------------------------------|
| Facility/Building Name Detroit Capstone | License Number C1820297847 |
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| RULE | TYPE OF CHILD CARING INSTITUTION | | | | | | | | |
|--|----------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (b) Have a sprinkler head installed at the top of the chutes and within the laundry chutes at alternate floor levels in buildings over 2 stores in heights. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Empty into a separate room, closet, or bin constructed of materials having at least a 1-hour resistance of fire and protected by automatic sprinklers. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) Have an open vent at the top where the shaft extends through the roof of the building, a skylight which is glazed with ordinary glass and which is not less than 10% of the shaft area and which is set into the side of the shaft with the sill of the window not less than 2 feet above the roof level and 10 feet from any property line or other exposure it faces. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (3) In an existing facility, laundry facilities and laundry chutes approved before these rules take effect shall continue to be approved until the facility is converted or the portion of the facility which includes the laundry facility or chute is remodeled. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rule 564 Motor vehicle housing. A motor vehicle or gasoline-powered equipment or devices which may cause or communicate fire and are not necessary for the personal care of residents shall not be stored within a facility, unless the area housing such equipment is separated from the rest of the facility by materials having at least a 1-hour fire resistance rating. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Rule 566 Garages. (1) Garages located beneath, or attached to, a facility shall have walls, partitions, floors, and ceilings separating the garage space from the rest of the facility by constructions with not less than a 1-hour fire resistance rating. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (2) In existing facilities, garages located beneath or attached to the facility approved before November 30, 1983 shall continue to be approved until the facility is converted or the portion of the facility containing the garage is remodeled. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Rule 568 Assemblage area. A resident use assemblage area in a newly constructed, remodeled or converted facility, such as a recreation room, dining hall, or chapel, with an occupancy of 51 or more persons, as computed by the public assemblage regulations, shall be maintained and arranged in accordance with national life safety code standard 101, 2015, governing places of public assemblage. These rules may be obtained from the department. Each door from an assemblage area occupied by residents shall enter a corridor between exits or there shall be direct egress to the outside from each room. In an existing facility, assemblage areas approved before these rules take effect shall continue to be approved until the areas are remodeled or converted. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

RECOMMENDATION (If you have any questions concerning this report, please contact the inspecting person named below)

A. This facility has been determined to be in substantial compliance with applicable rules.

C. Because of the above listed deficiencies, temporary approval is recommended until _____ (date)

D. This facility has been determined to be in substantial non-compliance with applicable rules. Approval is not recommended.

| | |
|--|---|
| Name of Inspecting Person (Print or type) Darrell K. Saulsby | Telephone Number 313-861-4066 |
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| | | |
|--|------------------------|--------------------------|
| Agency Address (Number, Street) P.O. Box 21941 | City Detroit | Zip Code 48221 |
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| Signature of Inspecting Person <i>Darrell K. Saulsby</i> | Date of Inspection August 19, 2016 |
|---|--|

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| Facility/Building Name Detroit Capstone | License Number C1820297847 |
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Comments:

Inspection is for renewal of the license of an existing secure facility. The program maintains adequate 24-hour dressed, up & awake staff for fire protection. All staff members are equipped with keys for fire extinguisher cabinets and resident emergency evacuation. The structure is a 2-story building the with basement. Resident activities conducted on all levels of the building. Sleeping permitted on the 1st & 2nd floors only.

| | |
|--|---|
| The Michigan Department of Health and Human Services (MDHHS) does not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, genetic information, sex, sexual orientation, gender identity or expression, political beliefs or disability. | AUTHORITY: 1973 PA 116 and 1973 PA 216 COMPLETION: Required PENALTY: License Denied |
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|---|--------------------------------------|
| Facility/Building Name Detroit Capstone | License Number C1820297847 |
|---|--------------------------------------|

ADDENDUM TO FIRE SAFETY REPORT
Michigan Department of Health and Human Services
Division of Child Welfare Licensing

Each citation of a rule non-compliance is to be briefly described below. The rule number is to be indicated in the left hand column. The description of non-compliance is to include a description of the conditions or factors resulting in the citing of non-compliance and a specific indication of where in the building the deficiency is located. Suggestions for achieving compliance may also be made.

| ENTER RULE NUMBER | ENTER DESCRIPTION OF NON-COMPLIANCE |
|--------------------------|--|
| | <p>Note: Compliance with these rules "DOES NOT" prevent other national, state, or local agencies from enforcement of other requirements before a child care facility may be permitted to operate.</p> |

INSPECTION REPORT
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
Bureau of Community and Health Systems
Health Facilities Evaluation Section
611 West Ottawa Street, Ottawa Building, 1st floor
Lansing, MI 48933

| FACILITY NAME | INSPECTION DATE | COUNTY | HFES PROJECT NUMBER |
|------------------------------|------------------------------|---------------------------------|---------------------|
| Detroit Behavioral Institute | 11/18/2016 | Macomb | CCI 2015-027 |
| ADDRESS | FACILITY TYPE | RULES/CODES | JOB/LIC/FAC. NO. |
| 15255 Mayfield | Child Caring Institute Large | CCI Rules | N/A |
| CITY, STATE ZIP CODE | FACILITY REPRESENTATIVE | | INSPECTION TYPE |
| Detroit, MI 48205 | Danny Williams | | Recheck Final |
| FACILITY PHONE | FACILITY FAX | FACILITY EMAIL | |
| 773.636..5144 | 707.887.2261 | Danny.Williams@acadiahealth.com | |

New constructed Child Caring Institute – Large, with a new NFPA Sprinkler system, NFPA Fire Alarm and Mechanical Duct Detectors with shut down. Finish the Nourishment Center

Conducted a Recheck Final Inspection 11/18/2016 and a record review on the final documents on 11/18/2016 from City of Detroit Building Inspector Ron Wohlgenuth and the facility was found to be in **compliance with the Child Caring Institute Large Rules** for fire safety with the following exception:

The kitchen space has not been remodeled and is not approved for use. The kitchen space is not to be used for cooking, storage or any other use, until plans are submitted, reviewed and final inspections are completed.

CC. **sreutter (sreutter@jica.com)**
Rob Woods (rob.woods@alpaconstruction.com)
'billybal9999@yahoo.com'
DHHS
James Scott, Director HFES

.....END OF REPORT.....

| | | |
|---|--|--|
| FIRE SAFETY CERTIFICATION Approved | PROJECT STATUS Closed | REVIEWED BY <i>James P. Scott</i> |
| INSPECTING OFFICIAL Gerald P. Rodabaugh, Fire Inspector | ADDRESS: Ottawa Building 1 st Floor 611 West Ottawa Street P.O. Box 30664 Lansing, MI 48933 | |
| SIGNATURE OF OFFICIAL <i>Gerald P. Rodabaugh</i> | TELEPHONE: (517) 243-5515 FAX: 517-241-3423 E-MAIL: RodabaughG@michigan.gov | |
| The DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with the reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency. | | Authority: PA 216 of 1973, as amended Completion: Required Penalty: Misdemeanor |

FIRE SAFETY COMPLIANCE RECORD

Michigan Department of Human Services

(For Large/Small/Secure Juvenile Court Operated Facilities)

Name of Q.F.I.

Terrence T. Lane

Email Address

lanet@detroitmi.gov

| | | | | |
|---|--|--|------------------------|---|
| Facility/Building Name Wayne County Juvenile Detention Facility | | Facility Type <input checked="" type="checkbox"/> Large (16-up) <input type="checkbox"/> Small (7 to 15) <input type="checkbox"/> Secure | | |
| Facility Name Wayne County Juvenile Detention Facility | | License Number CE820201498 | Capacity 166 | Status Regular |
| Facility Address (Number & Street) 1326 St. Antoine | | City/Village Detroit | | Zip Code 48226 |
| REASON FOR INSPECTION → | | <input type="checkbox"/> Original <input type="checkbox"/> Annual <input type="checkbox"/> Other <input checked="" type="checkbox"/> Follow-up <input type="checkbox"/> Complaint | | Behavior Management Room <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

THE COLUMNS ARE TO INDICATE WHETHER THE BUILDING IS DETERMINED TO BE IN COMPLIANCE, OR IN NON-COMPLIANCE OR NOT APPLICABLE (N/A) WITH THE RULES. Each time that the non-compliance column is marked, please make your comment(s) after signature block.

| RULE | TYPE OF CHILD CARING INSTITUTION | | | | | | | | |
|---|-------------------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| R 400.10507 Fire drills and telephone. Rule 507. (1) There shall be quarterly emergency fire drills for each staff shift. Two of the drills shall include evacuation, unless approved by the department, in writing, as clinically contraindicated. Where a facility has a 24-hour staff shift, the emergency drills shall be conducted at different times of day and night. Written records shall be maintained for each drill and shall indicate the date and time of the drill and, where evacuation was a part of the drill, the approximate evacuation time. (2) A telephone or other suitable means of communicating an alarm of fire to the fire department shall be provided. Pay stations are not suitable means of communicating alarms. The telephone number of the fire department shall be posted by all phones designated for outside service. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10509 Facility location. Rule 509. A new or converted facility shall not be established within 300 feet of an above ground storage tank that contains flammable liquids that are used in connection with any of the following: (a) A bulk storage plant. (b) A marine terminal. (c) Aircraft refueling. (d) A bottling plant of a liquefied petroleum gas installation. (e) Other similar hazards. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| R 400.10511 Facilities with sleeping rooms above second floor. Rule 511. All facilities with sleeping rooms above the second floor shall comply with the requirements of a secure facility, except for the requirements of R400.10523(c). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.01513 Combustible materials and decorations. Rule 513. (1) A resident-occupied facility shall be kept free of all accumulation of combustible materials that are unnecessary for the immediate operation of the institution. (2) Easily ignited or rapidly burning combustible decorations are not permitted in a facility. Personal artwork and personal decorations made or owned by residents are permitted up to 6 square feet of wall space in each room or use areas other than means of egress and hazardous areas. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10515 Basements as sleeping room prohibited. Rule 515. A basement shall not be used as a sleeping room. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| R 400.10517 Electrical installations. Rule 517 (1). In a newly constructed, converted or remodeled facility, the electrical wiring and equipment shall be installed in accordance with provisions of the national fire protection association pamphlet no. 70, entitled "National Electrical Code," 1978. A final electrical certificate of approval for the electrical installation shall be obtained from a qualified local electrical inspecting authority or state electrical authority. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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| Wayne County Juvenile Detention Facility | | | | | | | CE820201498 | | |
| RULE | TYPE OF FACILITY | | | | | | | | |
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| <p>Rule (2) In an existing facility, electrical wiring and equipment that is acceptable at the time these rules take effect shall continue to be approved until the facility or portion thereof is remodeled or converted. When a portion is remodeled or converted only that portion remodeled or converted need comply with the provisions of subrule (1) of this rule. Electrical services shall be maintained in a safe condition. When conditions indicate a need for electrical inspection, the electrical services shall be inspected by a qualified electrical inspection service. A copy of the inspection report shall be maintained at the facility for review. Any areas cited in the report shall be corrected and a new electrical system inspection shall be corrected and a new electrical system inspection shall be obtained to verify that corrections have been made.</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>R 400.10519 Facility construction. Rule 519 (1) A new, substantially remodeled or converted large or secure facility shall be 1 of the following types of construction as specified in the national fire protection association pamphlet no 220, entitled "Standard on Types of Building construction, 1979":</p> | | | | | | | | | |
| <p>(a) Type I 443 or 332 or Type II 222.....</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>(b) Type II 111, Type III 211, Type IV 2HH, or Type V 111 up to 2 stories. A basement and second story of these types of construction require complete sprinkler projection.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>(c) Type II 000, Type III 200, or V 000 up to 2 stories with all stories completely covered by sprinkler protection.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>(2) New, converted, and substantially remodeled small facilities shall be at least frame construction and shall be fire-stopped with not less than 2-inch nominal lumber at all wall and floor junctures and all wall and ceiling junctures.</p> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| <p>(3) Existing construction which was approved before these rules take effect and which meets the construction requirements of the fire safety guidelines these rules supersede shall continue to be approved until the facility is substantially remodeled or converted. When an existing facility is substantially remodeled or added to, only the portion of the facility being substantially remodeled or added need be in compliance with the provisions of subrule (1) or (2) of this rule, as appropriate.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>R 400.10521 Interior finish. (3) The classification of interior finish materials as to their flame spread and smoke development shall be that of the basic material used, without regard to subsequently applied paint or other coverings, except where such paint or other covering is of such a character or thickness where applied so as to affect the material classification. Finishes such as lacquer, polyurethane-based materials, or unapproved wall coverings shall not be used.</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>(4) Paints or coatings that contain plastics, polyurethane, or epoxies may be used on noncombustible surfaces without proof of classification if they are not applied more than 8 mils in thickness.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>(5) In a newly constructed, remodeled or converted facility, an interior finish classifications shall be that of the basic material used, without regard to subsequently applied paint or other covering in an attempt to meet the classification.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>(6) In an existing facility, where the interior finish at the time these rules take effect does not comply with the provisions of subrule (5) of this rule and where an interior finish is applied to or not furred out more than 1 inch from the continuous noncombustible backing, an interior finish may have the surface protected with an approved fire retardant coating so as to meet the interior finish requirements.</p> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>(7) Interior finish materials in facilities shall have the following classifications:</p> | | | | | | | | | |
| <p>(a) In small and large open facilities without a sprinkler system, class A or B in exitways and class A in behavior management rooms. In all other areas, at least class C.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| <p>(b) In open facilities with a sprinkler system, at least class C throughout, except in a behavior management room.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |

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| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (c) In secure facilities, class A throughout | | | | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10523 Fire protection. Rule 523. Fire protection shall be provided in all facilities as follows: | | | | | | | | | |
| (a) In a small facility any of the following: | | | | | | | | | |
| (i) An attendant shall be on duty 24 hours a day and shall be awake and fully dressed. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| (ii) Complete sprinkler protection shall be provided. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| (iii) The provisions of R 400.10525 shall be met. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| (b) In a large facility any of the following: | | | | | | | | | |
| (i) An attendant shall be on duty 24 hours a day and shall be awake and fully dressed. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (ii) Complete sprinkler protection shall be provided. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (iii) The provisions of R 400.10527 shall be met. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (c) In a secure facility, an attendant shall be on duty 24 hours a day and shall be awake and fully dressed. | | | | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10525 Fire detection; small facilities. Rule 525. (1) A newly constructed, remodeled or converted small facility that elects to provide fire protection through fire detection shall be protected by approved fire detection equipment that consists, at a minimum, of battery-operated ionization fire detection devices and shall comply with all of the following requirements: | | | | | | | | | |
| (a) Be listed and labeled by an independent, nationally-recognized testing laboratory. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| (b) Be installed and maintained in accordance with the manufacturer's and test specifications. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| (c) Be cleaned and tested at least quarterly with a written record maintained of the cleaning and testing | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| (d) Be of a type that provides a signal when batteries are not providing sufficient power and when batteries are missing | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| (2) Any battery-operated device required by the provisions of subrule (1) of this rule which signals that power is low or that a battery is missing shall be immediately serviced and restored to full power. There shall not be a less than 10% supply of extra batteries maintained at the facility at all times for the total number of battery-operated devices in the facility | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| (3) In existing small facilities, fire detection systems that are approved before these rules take effect shall continue to be approved until the facility or portion thereof is remodeled or converted. When the facility or a portion thereof is remodeled or converted, fire detection shall be, at a minimum, as required by this rule for the newly constructed, remodeled, or converted facilities in that portion of the facility that is remodeled or converted. Existing fire detection systems shall be maintained in proper working order and shall be tested at least quarterly, with a written record maintained of the testing. ... | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| R 400.10527 Fire detection; large facilities. Rule 527. (1) A newly constructed, remodeled or converted large facility that elects to provide fire protection through fire detection shall be equipped with a 100% coverage fire detection system which is tested and listed by a nationally recognized, independent testing laboratory and which is installed in compliance with the national fire protection association pamphlet no. 72A, entitled "Local Protective Signaling System," 1979, national fire protection association pamphlet no. 72E, entitled "Automatic Fire Detectors," 1978, and these rules except that the installation of wiring and equipment shall comply with national fire protection association pamphlet no. 70, entitled "National Electrical Code," 1978. | | | | | | | | | |
| (2) In a new, remodeled, or converted large facility, the main power supply source for an automatic fire detection system shall be from an electric utility company and shall be on a separate circuit which is fused ahead of the building main service switch. A secondary power supply shall be provided which, in the event of the main power supply failure, will maintain the system in an operative condition for 24 hours and, in the event of a fire, will sound the alarm signaling units at for least a 5-minute period..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |

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| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (3) In a new, remodeled or converted large facility where an automatic fire detection system is required, the detection devices shall comply with the both of the following provisions: (a) Be installed in all rooms, lofts, closets, stairways, corridors, basements, attics, and any other areas. Spacing of detection devices shall be as recommended by the manufacturer to provide complete coverage. Small bathrooms that contain a single water closet and lavatory, small closets that are not more than 20 square feet, and similar spaces are exempted from provisions of this subdivision. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (b) Be smoke detectors, except that heat detectors may be installed in attics, kitchens, bathrooms, attached garages, and heating plant rooms instead of smoke detectors. Heat detectors shall be the fixed-temperature, rate-of-rise type. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (4) In a new, remodeled, or converted large facility, an automatic fire detection system shall be an electrical, closed circuit, self-supervised system which gives a distinctive signal in a staff-occupied area when trouble occurs in the system including loss of the main power supply. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (5) In a new, remodeled, or converted large facility, complete final plans and specifications of the automatic fire detection system, where such a system is to be installed, shall be submitted to the department and approved before installation. The plan shall show facility floor plans and locations and types of detection devices, pull stations, and sounding units. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| (6) In existing large facilities, fire detection systems that are approved before these rules take effect shall continue to be approved until the facility is converted or a portion thereof is remodeled. When the facility is converted or a portion thereof is remodeled, the portion of the facility remodeled or converted shall meet the appropriate requirements of this rule. Where the required new system cannot be added to the existing systems maintaining a single signaling alarm system, the total system shall be replaced and shall comply with this rule for remodeled and converted facilities. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (7) Automatic detection systems, fire alarm systems, and fire detection systems shall be maintained in proper working condition. When problems occur, they shall be immediately remedied. When the system is rendered inoperable, staff shall be awake and on duty until the system is again operable. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10529 Sprinkler systems. Rule 529. (1) A sprinkler system in a new or converted facility shall comply with the national fire protection association pamphlet no. 13, 1980 entitled "Installation of Sprinkler Systems." Where there is no adequate water from a community water system to supply a sprinkler system and where the area to be protected is not more than 20,000 square feet, a special pressure tank supply for sprinklers, as specified in the national fire protection association pamphlet no. 22, 1981, entitled "Standard for Water Tanks for Private fire Protection," shall be provided. The special pressure tanks shall contain 2,000 gallons of water in a 3,000-gallon tank for partial systems and for complete building systems shall have 3,000 gallons of water in a 4,500-gallon tank. The tank shall be enclosed in at least a 1-hour fire-resistant rated structure or room. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (2) All required sprinkler systems shall be inspected and tested and all other maintenance performed as specified in national fire protection association pamphlet no. 13A, 1981, entitled "Care and Maintenance of Sprinkler Systems," at least once a year by a sprinkler contractor. The licensee shall maintain documentation of the last inspection and test. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) A sprinkler system in an existing facility that is approved before these rules take effect shall continue to be approved until the facility or portion thereof is remodeled, converted or expanded. The system shall be maintained in accordance with the standards applicable at the time it was originally approved. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) Where an existing facility is remodeled, converted, or expanded and the remodeling, conversion or expansion results in an existing sprinkler system that does not provide adequate protection, fire protection shall be provided by extension of the current system where it is possible to extend the system and maintain its integrity or a new sprinkler system shall be installed in the affected area. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (5) The sprinkler piping for any isolated hazardous area that can be adequately protected by not more than 2 sprinklers may be connected directly to the domestic water system at a point where a minimum 1 inch supply is available. An approved OS and Y valve and check valve shall be installed between the sprinklers and the connection to the domestic water supply. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| R 400.10531 Fire extinguishers. (1) All required fire extinguishers shall be subjected to a maintenance check at least once a year. Each fire extinguisher shall have a tag or label attached that indicates the month and year maintenance was performed and identifies the person or company that performs the service. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) All required extinguishers shall be recharged after use. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) A minimum of 1 approved extinguisher shall be provided on each floor and in or immediately adjacent to kitchens, combustion-type heating devices, and incinerators. Additional fire extinguishers may be required at the discretion of the fire safety inspector to assure that it is not necessary to travel more than 75 feet to an extinguisher. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) All fire extinguishers shall not be less than 4 inches off the floor and the top of the extinguisher shall not be higher than 5 feet off the floor in a special cabinet or on a wall rack which is easily accessible at all times, unless programmatically contraindicated, the required extinguishers may be kept behind locked doors if both of the following conditions are met: (a) The locations are clearly labeled "Fire Extinguisher." (b) All staff carry keys to the doors. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) In new, remodeled or converted facilities, a fire extinguisher shall be at least type 2-A 10 BC. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (6) In existing small facilities, previously approved fire extinguishers other than type 2-A 10 BC will continue to be approved if they are located in the area for which they were approved. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10533 Fire alarm. Rule 533. (1) All new and converted large and secure facilities shall have a fire alarm with fire alarm pull-stations at each exit on each floor. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) All new and converted small facilities that have resident sleeping on only on 1 floor shall have at least a fire alarm device. All new and converted small facilities than have resident sleeping on more than 1 floor shall have a fire alarm system with at least 1 pull station on each level. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Fire alarm systems and devices in existing facilities shall be maintained in proper working order and shall continue to be approved until the facility is remodeled or converted. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10535 Means of egress. Rule 535. (1) Means of egress shall be considered the entire way and method of passage to free and safe ground outside a facility. All required means of egress shall be maintained in an unobstructed, well defined, easily traveled condition at all time. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In an existing facility, each resident occupied room or area shall have access to not less than 2 independent, properly separated, approved means of egress or have a doorway leading directly to the outside at grade. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) In multistory secure and large facilities, at least 1 means of egress from each floor shall be direct to the outside or shall be through an enclosed stairway which is properly separated from floors below and which exits directly to the outside at grade or through a previously approved escape window. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) In a small facility where ambulatory residents use a floor above the street level, 1 of the 2 required means of egress may be an approved escape window from each resident-occupied room which provides direct access to the ground and which has a sill height not more than 5 feet above the ground below or which provides access to an approved fire escape. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (5) In a newly constructed, remodeled or converted facility, each resident-occupied story, including a resident-occupied basement, shall have not less than 2 independent approved means of egress separated by not less than 50% of the longest dimension of the story. Where possible, resident sleeping rooms shall be located between approved means of egress. When this is not possible, each exit shall be arranged so that a corridor or aisle does not have a pocket or dead end of more than 20 feet and so that not more than 4 residents having sleeping rooms with exit access on such corridor or aisle. There shall not be a hazardous area on such a dead-end corridor or aisle. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) In a newly constructed, remodeled or converted large or secure facility, additional means of egress, in addition to the minimum of 2 required from each story, are required if the maximum possible occupancy exceeds 100 residents per story. There shall be at least 1 additional means of egress for each 100 additional residents per story. Means of egress shall be of such number and so arranged that it is not necessary to travel more than 100 feet from the door of a resident-occupied room to reach the nearest approved protected exitway from that story. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (7) An elevator shall not be approved as a required means of egress. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (8) A means of egress shall not be used to house residents or for storage of any kind and shall not be obstructed or hidden from view by ornamentation, curtains, or other appurtenances. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (9) Each required means of egress from floors where nonambulatory residents are permitted shall discharge at grade level. Ramps shall not exceed 1 foot of rise in 12 feet of run and shall have sturdy handrails. Once at grade, nonambulatory residents shall have a surface that is sufficient to permit them to move a safe distance from the facility. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (10) In a small facility that houses 1 or more nonambulatory residents, required aisles that form part of a required means of egress from portions of the facility housing such residents shall not be less than 48 inches wide in a new facility and not less than 44 inches wide in a converted facility and shall have doors that are a minimum of 36 inches wide. | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| R 400.10537 Stairways, halls, corridors and aisles. | | | | | | | | | |
| Rule 537. (1) In existing and small facilities, all stairways and other vertical openings shall be enclosed with materials equal in fire resistance to the standard partition construction of the building, if such partition construction is at least standard lath and plaster. There shall be at least 1 3/4 inch solid core wood door that has self-closing and latching hardware which is installed so that there is effective fire and smoke separation between floors or, alternatively, each sleeping room on the second floor shall be equipped with at least a 1 3/4-inch solid-core wood door with latching hardware. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (2) In all new and converted large and secure facilities, stairways shall be enclosed with materials that have at least the fire-resistance rating specified by the national fire protection association pamphlet no. 220, 1979, for the type of construction. All other vertical openings through floors shall be fire-stopped with like materials. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) If a facility has less than 3 levels, if each level exits at grade, and if elevations between levels are not more than 4 feet, the building shall be considered to be 1 story and enclosures shall not be required between levels. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) In all new and converted facilities, stairs shall have treads and risers of uniform height and width, with treads that are not less than 9 1/2 inches deep, exclusive of nosing, and risers not more than 7 3/4 inches in height. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (5) Stairs in new, remodeled and converted facilities shall change direction by use of an intermediate landing and not by variance in the width of the treads. A sturdy and securely fastened handrail that is located between 30 and 34 inches, measured vertically, above the nose of the treads shall be provided. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (6) Stairs in existing facilities that are approved before these rules take effect shall continue to be approved until the portion of the building that encompasses the stairs is remodeled. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| Facility/Building Name Wayne County Juvenile Detention Facility | | | | | | | Facility Number CE820201498 | | |
|--|-------------------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| RULE | TYPE OF FACILITY | | | | | | | | |
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (7) An outside stairway or fire escape that is used as part of an approved means of egress shall be protected against fire in the building by blank or closed walls directly under such stairway and for a distance of 6 feet in all directions. Windows are permitted within this area if they consist of wire glass set in unopenable frames. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (8) In newly constructed small facilities, halls, corridors, aisles and stairs that are used as part of means of egress shall not be less than 44 inches wide and shall not be less than 36 inches wide in converted small facilities, except as required by R 400.105535(10). | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | |
| (9) In newly constructed and converted large and secure facilities, halls, corridors, and aisles that are used as part of a means of egress shall not be less than 5 feet wide and 90 inches high and stairs that are used as part of an exit shall not be less than 4 feet wide. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10539 Doors. Rule 539. (1) Doors to required means of egress shall comply with all of the following provisions: | | | | | | | | | |
| (a) Be side-hinged and installed at floor level. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Be not less than 36 inches wide in new converted large and secure facilities and new small facilities, and not less than 30 inches wide in remodeled and converted small facilities, except as required by R 400.10535(10). | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Be at least than 78 inches high in new, remodeled and converted facilities. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) In large and secure facilities, doors shall be hung to swing in the direction of egress except for doors to single-occupant rooms and bathrooms. ... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) Be equipped with at least knob-type, properly operating, approved, positive latching, non-locking against egress hardware which insures the opening of the door with a single motion, such as turning of a knob or applying normal pressure on a latch, except as otherwise provided by subrule (2) of this rule and rule R 400.10173. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In secure facilities, locking hardware is permitted if resident sleeping rooms are equipped with approved electric locks with mechanical overrides or if staff are present and awake, fully dressed, on duty, and in possession of keys to release residents in an emergency. | | | | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Doors that enter stairs and other vertical openings and doors to fire-rated enclosures shall not be held in an open position at any time by an under-door wedge or hold-open device. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Interior doors to an enclosure that is required to have not less than a 1 hour fire resistant rating shall be B-labeled fire doors in labeled frames and shall be equipped with positive-latching hardware and self-closing devices. ... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10541 Partition construction; large and secure facilities. Rule 541. In new, remodeled or converted large and secure facilities rooms shall be separated from corridors used as a means of egress with partition construction which extends to the floor or deck above and which affords not less than 3/4-hour fire resistant rating. Doors shall be at least 1 3/4-inch solid-core wood. Any glass in these partitions, including doors, shall be wire glass that is not more than 54 inches in any 1 lineal dimension and not more than a total of 1,296 square inches. If glass breakage is a potential hazard, clear acrylic may be placed directly in contact with and between 2 layers of wire glass to give added strength. This rule does not apply where the type of construction requires more restrictive separation. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10543 Hall, stairways, and means of egress lighting; emergency lighting; large and secure facilities. Rule 543. (1) In large and secure facilities, all halls, stairs and means of egress shall be constantly lighted. Approved exit signs shall be installed over each required exit. Exit directional signs shall be provided where exit signs are not readily visible in means of egress. In new and converted large and secure facilities, the circuits for this lighting shall be installed ahead of the main power disconnect. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In new and converted multistory large and secure facilities, there shall be a system of emergency backup lighting that is capable of maintaining required lighting for not less than 24 hours in the event of a power failure. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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| RULE | TYPE OF FACILITY | | | | | | | | |
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| R 400.10545 Elevators and dumbwaiters. Rules 545. Elevator and dumbwaiter shafts shall be completely enclosed by noncombustible materials with a fire-resistance rating of not less than 1 hour. An opening shall not be permitted through the side wall enclosure for ventilation or for any other purpose. Doors and frames that service elevators and dumbwaiters shall be approved B-labeled fire door assemblies and labeled fire frame construction and shall be hung so as to be reasonably smoke tight when the doors are closed. Glass side lights, transoms, and panels above the doors shall be wire glass and shall not be more than 100 square inches. | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10547 Heating devices and flame producing devices. Rule 547. (1) In large and secure facilities and all newly constructed and converted facilities, flame producing-type heating devices and incinerators shall be in an enclosure that provides at least 1 hour of resistance to fire. Adequate combustion air shall be provided directly from the outside through a permanently open louver. Fire dampers are not required in ducts that penetrate this enclosure. | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In existing small facilities, flame-producing-type heating devices and incinerator approved pursuant to R 400.71 et seq. shall continue to be approved with regard to enclosure or lack of enclosure until the portion of the facility that contains the flame-producing device is remodeled or the facility is converted. This subrule does not abrogate requirements relative to maintaining doors and other safety devices in proper working order. | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (3) Electric heat shall be installed in accordance with the manufacturer's specifications and shall be approved by a nationally recognized, independent testing laboratory. | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) Portable heaters and space heaters, including solid fuel heaters, are prohibited. | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) A fireplace is permitted if it is masonry and has all of the following components: | | | | | | | | | |
| (a) An approved glass door shielding the opening. The door shall be closed at all times except when a fire is being tended. | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) A noncombustible hearth that extends a minimum of 16 inches out from the front, and 8 inches beyond each side, of the fireplace opening. | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) A noncombustible face that extends not less than 12 inches above and 8 inches on each side, of the fireplace opening. | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) A masonry chimney that is constructed with approved flue liners. | | | | | | | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (6) A heating plant room shall not be used to store combustibles or as a maintenance shop unless sprinklered. | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (7) A furnace and other flame-producing units shall be installed according to manufacturer and test specifications and shall be vented by metal ducts to a chimney which is constructed of bricks, solid block masonry, or reinforced concrete, which has an approved flue lining, and which is properly erected and maintained in a safe condition. A bracket chimney is not permitted. This rule does not prohibit the installation and use of any prefabricated chimney that bears the label of an approved, nationally recognized, independent testing laboratory if the chimney is installed and used in accordance with manufacturer and test specifications and is compatible with the heating unit or units connected to it. Only gas- and oil-fired units may be connected to a prefabricated chimney. | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10549 Air-handling equipment. Rule 549. (1) In newly constructed or converted large or secure facilities, air conditioning, warm-air heating, air cooling, and ventilating systems shall comply with the provisions of the national fire protection association pamphlet no. 90A, entitled "Air Conditioning and Ventilating systems," 1978. | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In newly constructed or converted large or secure facilities, fan and air-handling equipment used for recirculating air in more than 1 room or single area shall have a thermostatic device with a setting of not more than 125 degrees Fahrenheit or an approved automatic smoke detector located in the system at a suitable point in the return air duct ahead of the fresh air intake, the actuating of which shall open the electrical circuit that supplies the fan motor. Fan rooms shall be designed and used only to house other mechanical equipment. | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (3) In existing facilities, fans and air-handling equipment and systems that are approved pursuant to R 400.71 et seq. shall continue to be approved until the facility is converted This subrule does not abrogate requirements relative to maintaining the equipment and system in proper and safe working order. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 10551 Smoke barriers. Rule 551. (1) Smoke barriers with a 1-hour-fire resistant rating shall be provided on each floor that is used for sleeping rooms for more than 24 residents and shall be located so as to form an area of refuge on either side that is served with an approved means of egress. The barriers shall be located as close as possible to the middle of the floor to be protected and shall extend from outside wall to outside wall and from floor through any interstitial spaces to the roof or floor structure above. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Doors in the smoke barrier shall be at least C-labeled fire doors that are hung in labeled frames with self-closing devices. Where double doors without mullions are used, synchronizing hardware and astragals shall be installed. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Doors in smoke partitions may be held open only by electric hold-open devices which are designed so that interruption of the electric current or actuation of the fire alarm, sprinkler system, or the heat or smoke detector will cause the release of the doors. The doors shall also be capable of being manually opened and closed. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10553 Storage rooms. Rule 553. Storage rooms which are larger than 100 square feet and which are used for the storage of combustible materials shall be separated from the remainder of the facility by construction which has at least a 1-hour-fire-resistance rating. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10555 Combustible storage. Rule 555. (1) In a new, remodeled, or converted large or secure facility, hazardous areas and rooms for storing combustible materials, including all janitor rooms and closets, except as provide by subrule (2) of this rule; linen rooms, except as provided by subrule (2) of this rule; shipping and receiving rooms; kitchens storage rooms; and maintenance shops shall be separated from the remainder of the building by construction which has at least a 1-hour-fire-resistant rating and shall be protected by automatic sprinklers. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In a new, remodeled, or converted large facility, janitor rooms, closets and linen rooms that are less than 21 square feet do not require automatic sprinklers if such rooms are not located on a corridor or in an area used as part of a required means of egress or if these rooms and closets are on an egress corridor and the door to such is a B-labeled fire door and labeled frame. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (3) In an existing facility, combustible materials storage rooms and hazardous areas, including janitor rooms and closets, shipping and receiving rooms, kitchen storage rooms, and maintenance shops that are approved before these rules take effect shall continue to be approved until the facility or portion thereof is remodeled or converted. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10557 Cooking appliances. Rule 557. (1) Cooking appliances shall be suitably installed in accordance with approved safety practices. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) If metal hoods or canopies are provided over domestic cooking appliances, they shall be equipped with filters. Filters shall be maintained in an efficient and clean condition. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) In a newly constructed, remodeled or converted large and secure facility, if metal hoods or canopies are provided over commercial kitchen cooking appliances, they shall be designed and equipped in compliance with the provisions of the national fire protection association pamphlet no. 96, entitled "Standard of the Installation of Equipment for the Removal of Smoke and Grease Laden Vapors from Commercial Cooking Equipment," 1980, and shall comply with all of the following: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (a) Filters shall be maintained in an efficient and clean condition. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Only vaporproof electrical wiring and equipment shall be permitted in hoods or canopies. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (c) Exhaust ducts from hoods shall be run to the outside by the shortest practicable route. When exhaust ducts are run through concealed spaces between a ceiling and a floor or roof or through any floor above, the ducts shall be enclosed in horizontal or vertical shafts which are protected from the remainder of the building by construction that affords a 2-hour-fire-resistance rating. Hoods and unenclosed ducts shall be a minimum of 18 inches from any combustible surfaces. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Fire extinguishing equipment for the hood and exhaust duct of a cooking appliance in a kitchen shall be in compliance with the provisions of the national fire protection association pamphlet no. 96, entitled "Standard for the Installation of Equipment for the Removal of Smoke and Grease Laden Vapors from Commercial Cooking Equipment," 1980. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) In an existing facility, metal hoods and canopies that are approved before these rules take effect shall continue to be approved until the facility or a portion thereof which incorporates the kitchen is remodeled or converted. When the kitchen is remodeled or the facility is converted, hoods or canopies for cooking appliances shall be in compliance with the requirements of this rule for new construction. Filters in any such hood or canopy shall be maintained in an efficient and clean condition. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| R 400.10559 Rubbish handling and incinerators. Rule 559. (1) In a newly constructed, remodeled or converted large or secure facility, rubbish handling and incinerators shall be in compliance with the provisions of the national fire protection association pamphlet no. 82, entitled "Incinerators, Rubbish Handling," 1977. Rubbish chutes and refuse bins or rooms shall be in compliance with the provisions of this pamphlet for industrial-type incinerators. Approved 2-bushel or less gas incinerators may be placed in an approved furnace room and shall be equipped with approved automatic 100% shutoff controls. Feed doors shall be located in an enclosed sprinklered room or compartment that is separated from other parts of the building by walls, a floor, and a ceiling that have a fire-resistance rating of not less than 1 hour. Openings to such rooms or compartments shall be protected by approved B-labeled fire door assemblies and fire door frames. . | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (2) In a newly constructed, remodeled or converted large or secure facility, rubbish chutes shall extend to not less than 4 feet above the roof and shall be covered by a metal skylight that is glazed with thin pane glass. A sprinkler head shall be installed at the top of the rubbish chutes and within the chutes at alternate floor levels in buildings that are more than 2 stories in height. A rubbish chute shall empty into a separate room, closet, or bin which is constructed of materials that have at least a 1-hour resistance to fire and which is protected with an automatic sprinkler system. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (3) In new construction, incinerator rooms shall have at least 1 wall on an outside wall not exposing a closed court. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) In an existing large or secure facility, rubbish handling and incinerators approved before these rules take effect shall continue to be approved until the facility is converted or the portion of the facility which includes the rubbish-handling facilities or incinerators is remodeled. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| R 400.10561 Laundries. Rule 561. (1) In a newly constructed, remodeled, or converted large or secure facility with a laundry, the laundry shall be in compliance with all of the following requirements: | | | | | | | | | |
| (a) Be located in a room that is constructed of materials which have at least 1-hour-fire-resistant rating. The laundry shall be protected by an approved automatic sprinkler system. When a laundry is located in a nonresident-occupied level, a sprinkler system is not required if domestic laundry equipment is used. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Have steam lines installed that have at least a 1-inch clearance from combustibles. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) Have ducts that are constructed of metal. Lint traps shall be cleaned frequently. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Have 100% automatic and manual shutoff controls for gas appliances other than domestic laundry equipment, which need only have manual shutoff controls. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| Facility/Building Name Wayne County Juvenile Detention Facility | | | | | | | Facility Number CE820201498 | | |
|---|-------------------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| RULE | TYPE OF FACILITY | | | | | | | | |
| | LARGE | | | SMALL | | | SECURE | | |
| | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A | Comp. | Non-Comp. | N/A |
| (e) Have adequate outside air for combustion where combustion-type equipment is used. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In a newly constructed, remodeled or converted facility, laundry chutes shall be in compliance with all of the following requirements: | | | | | | | | | |
| (a) Be enclosed in shafts that are constructed of an assemblage of noncombustible materials which have at least 1-hour resistance to fire. If the shaft does not extend through the roof of the building, the top shall be covered with noncombustible material that affords at least 1-hour resistance to fire. There shall be no openings into the shaft other than those necessary for the intended use of the laundry chute. Feed doors shall be located in an enclosed sprinklered room or compartment that is separated from other parts of the building by walls, a floor, and a ceiling which have a fire resistant rating of not less than 1 hour. Openings to such rooms or compartments shall be protected by B-labeled fire doors in labeled frames. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Have a sprinkler head installed at the top of the chutes and within the laundry chutes at alternate floor levels in buildings over 2 stories in height. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Empty into a separate room, closet or bin which is constructed of materials that have at least a 1-hour resistance to fire and which is protected by automatic sprinklers. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) Have any of the following: | | | | | | | | | |
| (i) An open vent at the top where the shaft extends through the roof of the building. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (ii) A skylight which is glazed with ordinary glass and which is not less than 10% of the shaft area. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) A window of ordinary glass which is not less than 10% of the shaft area. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (iv) A window of ordinary glass which is not less than 10% of the shaft area and which is set into the side of the shaft with the sill of the window not less than 2 feet above the roof and 10 feet from any property line or other exposure it faces. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (3) In an existing facility, laundry facilities and laundry chutes that are approved before these rules take effect shall continue to be approved until the facility is converted or a portion of the facility which includes the laundry facility or chute is remodeled. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| R 400.10563 Motor vehicle housing. Rule 563. A motor vehicle or gasoline-powered equipment or devices which may cause or communicate fire and which is not necessary for the personal care of residents shall not be stored within a facility unless, the area that houses such equipment is separated from the rest of the facility by materials having a least a 1-hour-fire-resistance rating. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| R 400.10565 Garages. (1) Garages that are located beneath a facility shall have walls, partitions, floors, and ceilings separating the garage space from the rest of the facility by construction that has not less than a 1-hour-fire-resistance rating. ... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) In newly constructed, remodeled or converted facilities, a garage that is located beneath the facility shall be sprinklered. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Garages that are attached to a facility shall be completely separated from the rest of the facility by construction that has not less than a 1-hour-fire resistance rating. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) In all new, remodeled, or converted facilities, the sills of all door openings between the garage and the breezeway or the garage and the facility shall be raised not less than 4 inches above the garage. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (5) In existing facilities, garages which are located beneath or attached to the facility and which are approved before these rules take effect shall continue to be approved until the facility is converted or the portion of the facility that contains the garage is remodeled. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| | |
|---|--------------------------------------|
| Facility/Building Name Wayne County Juvenile Detention Facility | License Number CE820201498 |
|---|--------------------------------------|

RECOMMENDATION

RECOMMENDATION (If you have any questions concerning this report, please contact the inspecting person named below.)

A. This facility has been determined to be in substantial compliance.

B. Because of the above listed deficiencies, temporary approval is recommended until next renewal inspection and report.

C. Because of the above listed deficiencies, temporary approval is recommended until _____ (date).

D. This facility has been determined to be in substantial non-compliance. Approval is not recommended.

| | | |
|--|------------------------|---|
| Name of Inspecting Person (Print or type) Terrence T. Lane | | Telephone Number 313-333-3895 |
| Facility Address (Number, Street) 1326 St. Antoine | City Detroit | Zip Code 48226 |

| | |
|---|--|
| Signature of Inspecting Person <i>Terrence T. Lane</i> | Date of Inspection 9-28-2015 |
|---|--|

Comments:
Recommend approval, all painted sprinkler heads have been replaced.

| | |
|--|---|
| Department of Human Services (DHS) will not discriminate against any individual or group because of race, religion, age, national origin, color, height, weight, marital status, sex, sexual orientation, gender identity or expression, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to a DHS office in your area. | AUTHORITY: 1973 PA 116 and 1973 PA 216 COMPLETION: Required PENALTY: License Denied |
|--|---|

| | |
|--|-------------------------------|
| Facility/Building Name Wayne County Juvenile Detention Facility | License Number CE820201498 |
|--|-------------------------------|

ADDENDUM TO FIRE SAFETY REPORT
Michigan Department of Human Services
Bureau of Children and Adult Services

Each citation of a rule non-compliance is to be briefly described below. The rule number is to be indicated in the left hand column. The description of non-compliance is to include a description of the conditions or factors resulting in the citing of non-compliance and a specific indication of where in the building the deficiency is located. Suggestions for achieving compliance may also be made.

| ENTER RULE NUMBER | ENTER DESCRIPTION OF NON-COMPLIANCE |
|-------------------|---|
| .10527 (7) | Make the necessary repairs to the Fire Alarm System so that all trouble conditions are removed and maintain the entire system (all nodes) in the normal operating condition (Main panel shows trouble). COMPLIED 9/15/2015 |
| .10529 (2) | The sprinkler system shall be serviced by a licensed sprinkler contractor and documents of such inspection shall be provided, any corrective order shall be corrected immediately. This also includes the Standpipe system and all of its components. COMPLIED 9/15/2015 |
| .10529 (2) | Replace painted sprinkler heads that have been painted or altered from their original state: Atop stairwell #7 and atop Stairwell #2. Sprinkler heads shall not be painted unless by the manufacturer. COMPLIED 9/28/2015 |
| .10529 (2) | Make the necessary repairs to the sprinkler control valve on the main controls so that it is not leaking. COMPLIED 9/15/2015 |
| .10535(1,8) | Remove desks and other material stored in exit #5 corridor on 2nd level. All exits shall be maintained free and clear of all obstructions to full and instant use. COMPLIED 9/15/2015 |
| .10543 (1) | Make the necessary repairs to all light fixtures in the exit access stairwells so that all lighting operates properly. All lights are not working in Stairwells throughout the facility. COMPLIED 9/15/2015 |
| .10543 (1) | Replace defective lighting with the electrically illuminated exit signs so that when tested the signs remain illuminated; Gym; Above exit #7 at 3 rd level; exit sign between HT and MA pods; inside sprinkler control valve room; Stairwell #1 and Stairwell #2. COMPLIED 9/15/2015 |
| .10549 (2) | Remove all combustibile storage from the 3 rd floor Air handling Equipment Room and the 2 nd floor Air handling Room Within Room 2256 of the Joe Louis Pod. Only equipment necessary to the equipment is allowed. COMPLIED 9/15/2015 |

EXHIBIT M
INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2017

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 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 Daly Merritt Insurance 3099 Biddle Avenue Wyandotte MI 48192 | | CONTACT NAME: Cathy Stannis PHONE (A/C. No. Ext): (734) 283-1400 FAX (A/C. No): (734) 283-1197 E-MAIL ADDRESS: Cathy.Stannis@dalymeritt.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Citizens Ins. Co. of America | NAIC # 31534 |
| INSURED | | INSURER B: Massachusetts Bay | 22306 |
| Capstone Academy Charter School c/o edtec central LLC 22932 Woodward Avenue Ferndale MI 48220-1737 | | INSURER C: The Hanover Ins. Co. | 22292 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: CL1753013258

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 | | | Z7BA672828-02 | 6/30/2017 | 6/30/2018 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> Professional Liability | | | | | | MED EXP (Any one person) \$ 15,000 |
| | <input checked="" type="checkbox"/> Abuse Molestation | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | | GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY | | | A7BA672849-02 | 6/30/2017 | 6/30/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | | U7BA673408-02 | 6/30/2017 | 6/30/2018 | EACH OCCURRENCE \$ 2,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 2,000,000 |
| | DED | RETENTION \$ | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WDBA672671-02 | 6/30/2017 | 6/30/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Crime including 3rd Party | | | BDH-1041960-02 | 6/30/2017 | 6/30/2018 | Limit 500,000 |

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

Certificate Holder is Additional Insured as respects to General Liability / Professional Liability / Abuse and Molestation Liability / Hired & Nonowned Automobile Liability. Cancellation Clause is amended to 30 days except for Nonpayment of Premium which will adhere to Michigan Statute. Primary and Non Contributory Language Included.

RE: 3500 John R. Detroit MI 48201 and 15255 Mayfield Detroit MI 48205

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| Detroit Public Schools Community District 9th Floor Fisher Building 3011 West 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 Kyle O'Malley/STANNI  |
|--|---|

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EXHIBIT N
MEMORANDUM OF THE MICHIGAN DEPARTMENT OF EDUCATION TO PUBLIC
SCHOOL ACADEMIES DATED FEBRUARY 29, 2012, AS UPDATED



RICK SNYDER
GOVERNOR


STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

MICHAEL P. FLANAGAN
SUPERINTENDENT OF
PUBLIC INSTRUCTION

February 29, 2012

MEMORANDUM

TO: Public School Academy School Boards

FROM: Mark S. Eitrem 
Supervisor, Public School Academies,
Office of Education Improvement and Innovation

SUBJECT: Transparency Requirements

Recent developments including the passage of Public Act 277 ("the Act"), which takes effect on March 28, 2012, have made a number of charter school stakeholders concerned about transparency compliance. In an attempt to provide stakeholders with as much compliance data and information as possible, the Public School Academies unit within the Michigan Department of Education (MDE) has reviewed the Act along with some of the other current legislation involving transparency reporting. The following information is provided as our RECOMMENDATION to you and IS NOT intended to usurp or otherwise supersede instructions from your authorizer.

The impetus for this message is a steady flow of inquiries from the field directly to MDE regarding what schools have to do to meet requirements. So, in response to those inquiries we are providing some technical assistance to those individuals directly responsible for compliance with the law.

According to what we've been told, the Registry of Education Personnel (REP) will be publishing new guidelines in the very near future. These new guidelines are designed to mimic the language contained in the new statute for the purposes of eliminating any confusion as to what should or should not be reported. Simply put, the intent of the legislation is for Public School Academies to report all personnel working at the school, regardless of their employment status. That means everybody who works at the school on a regular basis including teachers, administrators, and support staff must be reported in the REP, regardless of whether or not they are employees, employees of a third party, or independent contractors. The list of people required to receive criminal background checks is the same list the school should report in the REP, and vice versa.

STATE BOARD OF EDUCATION

JOHN C. AUSTIN – PRESIDENT • CASANDRA E. ULBRICH – VICE PRESIDENT
NANCY DANHOF – SECRETARY • MARIANNE YARED MCGUIRE – TREASURER
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DANIEL VARNER • EILEEN LAPPIN WEISER

608 WEST ALLEGAN STREET • P.O. BOX 30008 • LANSING, MICHIGAN 48909
www.michigan.gov/mde • (517) 373-3324

Aside from the REP, the new law requires that PSA Boards collect, maintain, and make available a wide range of information related to the operation and maintenance of the school. Some of this information is required to be included in charter contracts, some is required to be posted on the school's website, and some other information is required to be collected, maintained and made available in the event somebody asks for it. The first thing to consider with these requirements is the availability of a school website. Every school should have its own website. While some management companies have created websites that include school information, the content that is actually posted on those management company sites is at the discretion of the management company, not individual school boards. If you want to manage the information posted for your school, you may have to have your own website. School websites are very useful as nearly every piece or collection of information that is required to be maintained can be made available through access to the school's website. Please keep in mind that the ultimate responsibility to adhere to state law is the Board's, not the management company's, so placing blame on your management company for a failure to comply with the law does not release you from that responsibility.

Another key piece to this discussion is the development of Board policies that govern what should be included on your website. The Board should make the conscious and collective determination as to what should be included, not any single individual or a management company. If you have a website that your management company maintains for you, a Board policy that describes the type of content to be posted, and the process for approval of those postings should be approved by the Board, and then posted for all to see. Most management company contracts include language that requires individuals working at the school (including management company employees) to adhere to Board policies. If you don't have your own Board policies that direct behavior or outline procedures at your specific school, then you should develop some.

The language for the required transparency reporting, commonly referred to as the "transparency mitten," has not changed although the expectations have. With the passage of PA 277, the expectation is that personnel expenses will be reported *within the "mitten" on the school's website home page in a manner consistent with the REP report*. It is expected that "purchased services" will no longer be used for reporting compensation to teachers, administrators, and support staff working at a school. It is also expected that all personnel whose salary exceeds \$100,000 will be reported, regardless of whether they are employees, employed by a third party, or contractors. The specific MDE guidance to all public schools is contained at http://www.michigan.gov/documents/mde/Budget_Transparency_Reporting_32791_2_7.pdf. This guidance should be referenced if there is some question as to what should be reported. We expect the language within this guidance to change in the very near future as changes to the REP and PA 277 are fully implemented.

And furthermore, there is an expectation that budgets and amendments will be posted in a timely manner. We also expect that quarterly financial reports will be received and posted promptly. We know that most management companies do a great job of keeping their Boards informed. However, we also understand that some management companies have intentionally delayed the distribution of financial reports so as to make them irrelevant, or they provide reports with scant details that make them unusable. Your Board policies and your management or service contracts should stipulate the types (including specific detail) and frequency of reports you need to do your job, and they should also require that they be made available when you need them. See the attached list as a starting point for identifying content to be posted on your website.

We encourage you to work with your authorizer, intermediate school district, employees and vendors to meet these expectations before the end of this school year. If the current staff (or vendor) you employ or contract with will not or cannot support this initiative, you should consider seeking alternative resolutions immediately. The PSA unit expects to begin reviewing, tracking, and reporting compliance for the 2012-2013 school year not later than August 1, 2012. If you have questions regarding this activity, please feel free to contact us at (517) 373-4631, and we will do our best to help you. Thank you.

cc: PSA Authorizers

Attachment: Transparency

Transparency

With the passage of Public Act 277 of 2011, several questions have arisen regarding what types of data and informational items must be collected, maintained, and made available to the public. The following chart has been developed as a RECOMMENDATION to Public School Academies within Michigan. Some authorizers have already engaged this process and have systems in place for schools they charter to report or post these items in various places. However, in the absence of guidance from their authorizer, a Public School Academy should consider using these RECOMMENDATIONS. Incidentally, this list is not exclusively derived from PA 277.

| Item | Location | Reference |
|---|--|---------------------------------|
| • Transparency Mitten | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| ◦ Personnel Expense Chart | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| ◦ Operations Expense Chart | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| • Annual Operating Budget & Amendments | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| • Current Collective Bargaining Agreement | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| • PSA-Funded Health Care Plans | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| • Audit Report for Previous Year | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| • Total Salary & Comp Plan for Superintendent | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| • List of People Working at the School that Earn a Salary >\$100K | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| • Total Amount Paid in Dues to Associations | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| • Total Amount Paid on Lobbying Services | Homepage of PSA Website | MCL 388.1618, MCL 503C(1)(b) |
| • District Dashboard/Report Card w/3 Years of Data | Dashboard or Report Card Page of PSA Website | MCL 388.1622 |
| ◦ Graduation and Dropout Rates | Dashboard or Report Card Page of PSA Website | MCL 388.1622 |
| ◦ Average Class Size in Grades K-3 | Dashboard or Report Card Page of PSA Website | MCL 388.1622 |
| ◦ College Readiness as Measured by MME Test Scores | Dashboard or Report Card Page of PSA Website | MCL 388.1622 |

| Item | Location | Reference |
|---|--|--------------------------------------|
| ○ Elementary and MS MEAP Test Scores | Dashboard or Report Card Page of PSA Website | MCL 388.1622 |
| ○ Teacher, Principal, and Superintendent Salary Information (Min, Avg, Max Levels) | Dashboard or Report Card Page of PSA Website | MCL 388.1622 |
| ○ General Fund Balance | Dashboard or Report Card Page of PSA Website | MCL 388.1622 |
| ○ Total #Days of Instruction | Dashboard or Report Card Page of PSA Website | MCL 388.1622 |
| • Final Budgets from Last 2 Years | Homepage of PSA Website with Current Budget | PSA Recommendation |
| • Copies of Audit Management Letters from the Last 2 years | Homepage of PSA Website with Audits | OMB Circular A-133 |
| • Copies of Audits from Last 2 Years | Homepage of PSA Website with Audits | OMB Circular A-133, MCL 503(6)(M)(x) |
| • Copy of Charter Contract | Contract Page or a Link to the Authorizer's Website Where the Document is Posted | MCL 503(6)(M)(i) |
| • List of Board Members w/Officer Designations & Contact Information | Board Page | MCL 503(6)(M)(ii) |
| • Board Schedule, Agendas & Minutes for Current Year | Board Page | MCL 503(6)(M)(ii) |
| • Board Policies | Board Page | MCL 503(6)(M)(ii) |
| • Copies of Board Checkbook w/Invoices for Items Exceeding \$10K | Board Page | MCL 503(6)(M)(ii) |
| • Quarterly Financial Statements | Homepage of PSA Website with Current Budget. Also Include w/ Board Item & Minutes. | MCL 503(6)(M)(iii) |
| • Current List Teachers & Their Salaries | Board Page. Include w/ Board Item & Minutes. | MCL 503(6)(M)(iv) |
| • Current List Admin & Their Salaries | Board Page. Include w/ Board Item & Minutes. | MCL 503(6)(M)(iv) |
| • Copies of Certificates | School Personnel Office w/Personnel Files | MCL 503(6)(M)(iv) |
| • Evidence of Compliance w/ Criminal Checks | School Personnel Office w/Personnel Files | MCL 503(6)(M)(iv) |
| • Copies of Curriculum Docs Provided to Authorizer | Curriculum Page | MCL 503(6)(M)(v) |
| • Proof of Insurance | Board Page. Include w/ Board Item & Minutes. | MCL 503(6)(M)(vi) |

| Item | Location | Reference |
|--|--|---|
| • Copies of Lease/Rental Agreements | Board Page. Include w/ Board Item & Minutes. | MCL 503(6)(M)(vii) |
| • Copies of Deeds | Contract page w/Charter Contract | MCL 503(6)(M)(vii) |
| • Copy of Management Contracts | Contract page w/Charter Contract | MCL 503(6)(M)(viii) |
| • Copy of Service Contracts | Board Page. Include w/ Board Item & Minutes. | MCL 503(6)(M)(viii) |
| • Copies of Certificate of Occupancies | Contract page w/Charter Contract | MCL 503(6)(M)(ix), PA 230 of 1972 |
| • Copies of Boiler & Fire Safety Certificates | Board Page. Include w/ Board Item & Minutes. | MCL 503(6)(M)(ix), PA 290 of 1965, R 408.4025 |
| • Enrollment Information & Advertising | Attendance & Enrollment page | MCL 380.503(6)O |
| • Technology Plan | Technology Page | FCC Order 97-253 |
| • School Improvement Plan | Homepage of PSA Website | MCL 380.1204(a), Public Act 25 of 1990 |
| • Parent Involvement Plan | Homepage of PSA Website | NCLB 1118(a)(2), MCL 380.1294 |
| • PA25 Annual Report | Dashboard or Report Card Page | MCL 380.1204(a), Public Act 25 of 1990 |
| • School Calendar | Attendance & Enrollment page | MCL 380.1284a |
| • Parent & Student Handbook | Attendance & Enrollment page | MCL 380.1137 |
| • Staff & Faculty Handbook | Personnel Page | PSA Recommendation |
| • Fire Safety, Emergency Notification & Lockdown Information | Emergency Page | Public Act 207, PA 1941 |
| • Food Service Details Including Wellness Programs, Applications, Rates & Menus | Food Service Page | Healthy, Hunger- Free Kids Act of 2010 (Public Law 111-296) |
| • Staff & Faculty Professional Development | Personnel Page | PSA Recommendation |
| • Technology Protection Measures & Internet Safety Policy | Technology Page | Public Law No. 106-554 and 47 USC 254(h) |

The Public School Academies unit within the MDE is often called upon to respond to concerns from the general public regarding the operational activities of individual charter schools. Our first response is to check for the needed information from the charter contracts. Then we check school websites. The more information that is posted on the school's website, the less likely we are to contact the school with a request for that same information. We have found that posting content on school websites is far more efficient than responding to individual FOIA requests.

ATTACHMENT 1
MANAGEMENT AGREEMENT

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the “Agreement”) is made and entered into as of the 1st day of July, 2017 by and between **edtec central, LLC**, a Michigan limited liability company (“edtec”) and the **Capstone Academy Charter School** (the “Academy”), a body corporate and strict discipline school academy organized under the Michigan Revised School Code, Act 451 of 1976, as amended (the “Code”).

WHEREAS, The Academy is a strict discipline academy located at 3500 John R. Street, Detroit, Michigan, 48201 and is authorized pursuant to a contract (the “Charter Contract”) issued by Detroit Public Schools Community District authorized officials (“DPSCD”); and

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

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

WHEREAS, The Academy first engaged edtec to perform certain services related to the Academy’s educational program upon the Academy’s creation in 2012; and

WHEREAS, the Academy’s existing Charter Contract with DPSCD was for a term of five (5) years expiring June 30, 2017 and has been renewed for a period of five (5) years beginning July 1, 2017; and

WHEREAS, the Academy desires that edtec continue to perform those services as the Academy’s management company pursuant to this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

CONTRACTUAL RELATIONSHIP

A. **Authority.** The Academy has been granted the Charter Contract by DPSCD to organize and operate a public strict discipline academy, together with the powers necessary or desirable for carrying out the educational program set forth in the Charter Contract. The Academy is authorized by the Code to contract with a private entity to provide educational management services, provided that the management agreement shall comply with the DPSCD Public School Academy Educational Service Providers Requirements (the ESP Requirements”).

B. **Contract.** Acting under and in the exercise of such authority, the Academy hereby contracts with edtec, for specified functions relating to the provision of educational services and the management and operation of the Academy.

C. **Status of the Parties.** edtec is a Michigan limited liability company, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of edtec. The relationship between edtec and the Academy is based solely on the terms of this Agreement. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and that, except as expressly set forth in paragraph D below, no employee of edtec shall be deemed to be an agent of the Academy. edtec is solely responsible for its acts and the acts of its agents, employees, and subcontractors. Employees of edtec, even those assigned to work exclusively at the Academy, are not employees of the Academy.

D. **Designation of Agents.** Agents and employees of edtec having a legitimate educational interest in student record information are hereby designated by the Board as agents of the Academy such that they are authorized access to educational records of the Academy's students under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). "Legitimate educational interest" shall be defined as having a responsibility for helping the student achieve one (1) or more of the educational goals of the Academy or if the record is necessary in order for the employee to perform an administrative, supervisory or instructional task or to perform a service or benefit for the student or the student's family. Except as set forth in this paragraph D, no agent or employee of edtec shall be deemed to be an agent of the Academy.

ARTICLE II

TERM

A. **Term.** This Agreement shall become effective July 1, 2017 and shall cover the same length of time as the term of the Charter Contract between the Academy and DPSCD, ending on the same end date of that Charter Contract, and subject to a continued Charter Contract from DPSCD and continued state per capita funding.

B. **Renewal.** At the end of the Term, the Academy and edtec may extend the Agreement. This Agreement shall not extend beyond the term of the Charter Contract.

ARTICLE III

FUNCTIONS OF EDTEC

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

1. Implementation and administration of the educational program;
2. Curriculum improvement services;
3. Student environment management and parent outreach, in cooperation with Detroit Behavioral Institute ("DBI") and according to their policies and rules;
4. Pupil accounting;

5. Budget preparation, including preparing the annual budget as set forth in this Article, Paragraph O and amended budgets throughout the year, as necessary, and financial management services, as defined in this Agreement;
6. Financial services including accounting, bookkeeping services, accounts payable, and accounts receivable;
7. Acquisition of instructional and non-instructional material, equipment and supplies and the maintenance of an inventory system of all equipment;
8. Selection, employment, and supervision of all teachers and staff and the personnel management services (recordkeeping, wage and benefits administration, training, and technical assistance) necessary to support those employees;
9. Supervision of the school support services programs including food service and facilities maintenance;
10. Preparation of required DPSCD, local, state, and federal reports with prior review by the Board;
11. Information and technology system development and management;
12. Preparation of applications for grants and special programs as requested by the Board;
13. Processing funding applications for special programs and facility improvements as requested by the Board;
14. Cooperation with DBI in DBI's operation of the school building and DBI's supervision of any installation of technology integral to school design;
15. Administration of extra-curricular and co-curricular activities and programs;
16. Preparation of processes and procedures governing operations of the Academy as approved by the Board;
17. Provide special education services to students who attend the Academy in conformity with the requirements of applicable law, regulations and Board policies;
18. Participation in strategic planning with the board for the continuing educational and financial benefit of the Academy;
19. Implementation and enforcement of student codes of conduct including policies and procedures in place by DBI;

20. Any other function necessary or expedient for the administration of the Academy with prior approval from the Board.

B. Educational Goals and Program. edtec shall implement the educational goals and programs set forth in the Charter Contract, including, but not limited to, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications for pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. In the event that edtec determines that it is advisable to modify the educational goals and programs set forth in the Charter Contract, edtec will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the educational goals and programs shall be implemented without the prior approval of the Board and a Charter Contract amendment approved by the Board and DPSCD. edtec shall provide the Board with periodic written reports specifying the level of achievement of each of the Academy's educational goals set forth in the Charter Contract and detailing its plan for meeting any educational goals that are not being attained, such reports to be submitted on a regular periodic basis and upon request of the Board.

C. Subcontracts. It is anticipated that edtec will utilize subcontracts to provide some of the services it is required to provide to the Academy under this Agreement. edtec may not subcontract the management, oversight, or operation of the teaching and instructional program without the specific prior written approval of the Board. Except as described in the previous sentence, Board approval of subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose in the Academy's approved budget or Board approval is required by the Charter Contract or by the Board's procurement policy. edtec will receive no additional fee as a result of subcontracting of any services.

D. Place of Performance. Instructional services other than field trips will normally be performed at the Academy facilities. edtec may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by applicable law. The Academy shall provide edtec with the necessary office space at the Academy site to perform all services described in this Agreement.

If the Academy should expand to other locations in the future, such expansion will be accomplished by amendments to this Agreement and the Charter Contract.

E. Acquisitions. All acquisitions made by edtec for the Academy using any funds belonging to the Academy, including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the Academy. edtec and its subcontractors will comply with Sections 1267 and 1274 of the Code as if the Academy were making these purchases directly from a third party supplier. edtec will not include any fees or charges to the cost of the equipment, materials, and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions from the Academy. All supplies, materials, and equipment procured for the Academy by edtec shall be inventoried by an acceptable method of inventory, and an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.

F. **Pupil Performance Standards and Evaluation.** edtec is responsible for and accountable to the Board for the performance of students who attend the Academy. edtec shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Charter Contract and such additional measures as shall be mutually agreed upon between the Board and edtec, which are consistent with the Charter Contract.

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

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

I. **Legal Requirements.** edtec shall provide educational programs that meet the requirements imposed under the Code and the Charter Contract, unless such requirements are or have been waived.

J. **Rules and Procedures.** The Board shall adopt rules, regulations, and procedures applicable to the Academy, and edtec is directed to enforce the rules, regulations, and procedures adopted by the Academy. edtec shall assist the Board in its policy making function by recommending the adoption of reasonable rules, regulations, and procedures applicable to the Academy.

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

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

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

N. **Additional Programs.** The services provided by edtec to the Academy under this Agreement include, but are not limited to, providing the educational program, described in the Charter Contract, as the same may change from time to time. The Board may decide to provide additional programs, including, but not limited to, summer school. The Academy may also purchase additional services from edtec at a mutually agreeable cost.

O. **Annual Budget Preparation.** edtec will prepare and provide the Board with a proposed annual budget that shall conform to the State of Michigan's accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and in a form satisfactory to the

Board and to DPSCD. The budget shall contain object level detail and comply with public accounting standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the educational program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy.

The proposed budget shall be submitted to the Board for approval not later than thirty (30) days prior to the date when the approved budget is required to be submitted to DPSCD. edtec may not make deviations from the approved budget between major function areas without the prior approval of the Board.

P. **Academy Financial Health.** edtec shall do all things reasonably and professionally required to prevent the Academy's finances from experiencing any operating or fund balance deficits and shall do all things reasonably and professionally required to keep the Academy solvent.

Q. **Compliance with Academy's Charter Contract and ESP Requirements.** edtec agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Charter Contract, the ESP Requirements and under applicable law. The provisions of the Academy's Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement. Any action or inaction by edtec that is not cured within sixty (60) days of notice thereof which causes the Charter Contract to be revoked, terminated, or suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination, or suspension by DPSCD is a material breach of this Agreement by edtec.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. **Board Policy Authority.** The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including, but not limited to, policies relative to the conduct of students while in attendance at the Academy or en route to and from the Academy, policies relative to conduct of teachers and other edtec employees while on the premises of a juvenile detention and treatment facility, and policies and regulations governing the procurement of supplies, materials, and equipment to be used at the Academy. The Board shall exercise good faith in considering the recommendations of edtec on issues including, but not limited to, policies, rules, regulations, procedures, curriculum, and budgets, subject to the constraints of law and the requirements of the Charter Contract.

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

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

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

E. **Legal Counsel.** The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Charter Contract, this Agreement, and applicable law. Such legal counsel shall advise on the negotiation of this Agreement and shall not represent edtec or any edtec owner(s), director(s), officer(s), or employee(s).

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

G. **Budget.** The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq*, that has adequate resources to fulfill its obligations under the Charter Contract, including, but not limited to, its oversight of edtec, the organization of the Academy, negotiation of the Charter Contract and any amendments, payment of employee costs, insurance required under the Charter Contract and this Agreement, the annual financial audit, and retention of the Board's legal counsel and consultants. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount, and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board.

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

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

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

K. **Evaluation of edtec.** The Board will evaluate the performance of edtec to provide edtec with an understanding of the Board's view of its performance under this Agreement. All evaluations conducted by the Board or a representative of the Board will be provided to edtec in writing, no later than thirty (30) days following the conclusion of the evaluation. edtec will be

provided thirty (30) days to respond to the evaluation in writing, if it wishes to do so. Special evaluations may occur at any time at the discretion of the Board.

L. **Chief Administrative Officer.** The Board shall designate a Chief Administrative Officer as provided under Section 2b(3) of the Uniform Budgeting and Account Act, MCL 141.421. No edtec employee shall be designated as the Chief Administrative Officer.

ARTICLE V

FINANCIAL ARRANGEMENT

A. **School Source of Funding.** As a Michigan strict discipline academy, the major source of funding for the Academy is State School Aid received pursuant to the State School Aid Act, Act 94 of 1979, as amended (“State School Aid”). State School Aid payments are based upon the number of students enrolled in the Academy. The Academy will also receive other payments as may be available from state and federal sources for specific programs and services.

B. **Other Revenue Sources.** In order to supplement and enhance the State School Aid payments and improve the quality of education at the Academy, the Board and edtec, with prior Board approval, shall endeavor to obtain revenue from other sources. In this regard:

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

All funds received by edtec or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy.

C. **Compensation for Services.** The Academy shall pay edtec an annual management fee for each school year during the term of this Agreement. The base amount of this annual fee shall be twelve (12%) of the sum of (a) all funds the Academy receives directly or indirectly under Paragraph A attributable to the school year of the Academy during which edtec provides services under this Agreement less amounts retained by DPSCD plus (b) all funds that the Academy receives directly or indirectly under Paragraph B (except for donations that are made to Academy). The compensation due to edtec shall be calculated for each school year at the same time as the State of Michigan calculates the State School Aid, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the State School Aid. The amount of the annual fee is subject to reduction in a mutually agreeable amount in any school year if extenuating circumstances make payment of the entire annual fee inappropriate.

edtec’s annual management fee shall be paid in eleven installments on the last day of the months of October through August for the school year of the Academy during which edtec

provides services under this Agreement. edtec will cooperate with the Academy to modify the exact date of any monthly installment payment to coordinate with the timing of the funds received by the Academy, provided, however, that all payments attributable to services provided by edtec in any school year of the Academy shall be made by June 30 of that school year if edtec will not be providing services under this Agreement or there is or will be a modification of this Agreement in the subsequent school year.

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

E. **Payment of Educational Program Costs.** In addition to the Academy's obligation to reimburse edtec for the compensation of certain edtec employees under Article VI, all costs reasonably incurred in providing the educational program at the Academy shall be paid by the Academy in accordance with the annual budget approved by the Board. Such costs shall include, but shall not be limited to, curriculum materials, professional learning and development required by the state or other governmental entities, textbooks, library books, computers and other equipment, software, and supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, and marketing and development costs. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of edtec. The Board shall pay or reimburse edtec monthly for approved fees and expenses upon properly presented documentation and approval by the Board. At its option, the Board may advance funds to edtec for the fees and expenses associated with the Academy's operation, provided that documentation for the fees and expenses are provided by edtec to the Board within sixty (60) days of when the expense is incurred. In paying costs on behalf of the Academy, edtec shall not charge any additional amounts. Any costs reimbursed to edtec that are determined by the independent audit not to be reasonably incurred on behalf of the educational program of the Academy shall be promptly returned to the Academy by edtec. No corporate costs of edtec shall be charged to, or reimbursed by, the Academy.

F. **edtec Costs.** The annual management fee set forth in Article V, Section C is intended to compensate edtec for all expenses it incurs for the administrative, financial, and management services edtec is required to provide under this Agreement, including, but not limited to, expenses associated with budgeting, accounting, board support, employee recruitment, hiring, and training, and compliance. edtec will provide sufficient professional and non-professional staff in these areas and is responsible for their compensation. The costs to be paid by edtec under this Paragraph do not include payments for edtec personnel provided pursuant to Article VI (B), (C), and (D) that are to be reimbursed by the Academy under Article VI (A) or educational program costs under Article V (E).

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

H. **Financial Reporting.** At least monthly, edtec shall provide the Board with a monthly cash flow analysis, an aged report of accounts payable, a bank reconciliation, and a written report detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by the Board. edtec shall present the Board with a balance sheet and a statement of revenues, expenditures, and changes in fund balance at each regularly scheduled meeting. All financial reports must explain any variances from the approved budget, if any, and shall contain recommendations for necessary budget corrections, and shall be prepared at least seven (7) days in advance of the Board meeting to be available to Board members and its designees, in preparation for Board meetings. These reports shall be provided to the Board finance committee and the Board at least one week prior to the regularly scheduled Board meeting. edtec shall provide special reports as necessary to keep the Board informed of changing conditions.

I. **Operational Reporting.** In order to enable the Board to monitor edtec's educational performance and the efficiency of its operation of the Academy, upon the request of the Board, edtec will provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than thirty (30) days after the request for the report is received by edtec, unless the Board and edtec mutually agree upon an extended timetable.

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

K. **Other Financial Relationships.** Other than the financial arrangements described in this Agreement, edtec and the Academy shall have no other financial relationships between each other. No lease, promissory notes or other negotiable instruments, lease-purchase agreements, or other financing agreements between the Academy and edtec shall be permitted and such arrangements are strictly prohibited.

L. **Access to Records.** edtec shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of edtec, and retain all of these records in accordance with applicable state and federal law and the ESP Requirements. Financial, educational, operational, and student records that are now or may in the future come into the possession of edtec remain Academy records and are required to be returned by edtec to the Academy upon demand, provided that edtec may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. edtec and the Academy shall maintain the proper confidentiality of personnel, student, and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational, and student records pertaining to the Academy are public documents subject to disclosure in accordance with the provisions of applicable law, including the Michigan Freedom of Information Act, Public Act 442 of 1976. This Agreement shall not be construed to restrict DPSCD's or the public's access to these records under applicable law or the Charter Contract.

M. **Bankruptcy of ESP Principal or Officer.** edtec shall notify the Academy Board if any principal or officer of edtec, or edtec (including any related organizations or organizations in which a principal or officer of edtec 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.

N. **Conflict of Interest.** edtec shall have a written conflict of interest policy, a copy of which shall be made available to the Board upon request. edtec shall not execute contracts with any third party for services to be provided to or on behalf of the Academy where there is a conflict of interest between edtec and the third party.

ARTICLE VI

PERSONNEL AND TRAINING

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

B. **Criminal Background Checks.** edtec agrees that it shall not assign any of its employees, agents, or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b, and related provisions of the Code pertaining to criminal background and criminal conduct checks. The Board may require that the results of criminal background checks are received, reviewed, and used (subject to a verification process) by a qualified governmental employee acting on behalf of the Academy and/or the Board, only as permitted by law to confirm that the individual does not have a criminal history in violation of the Code. The Board shall require the qualified governmental employee to provide a letter with a determination for assignment indicating if the individual is in compliance with the requirements of the Code or

not. edtec shall not assign to the Academy any individual for whom edtec has received determination of non-assignment (a “red light letter”). Further, edtec shall perform unprofessional conduct checks as required by the Code. Evidence of such background checks and unprofessional conduct checks required by law shall be stored on site, in a secure location and in physical form, at the Academy or be directly accessible at the Academy facility.

C. **School Leader.** edtec will have the authority, consistent with applicable law, and with input from the Board, to select and supervise the Academy’s School Leader (“School Leader”) and to hold that individual accountable for the success of the Academy. At the request of the Board, edtec will review the performance of the School Leader with the Board. The School Leader will be an edtec employee, but edtec agrees to provide the Board an opportunity to meet with the School Leader prior to placement at the Academy and to inform the Board in advance prior to taking any action that would alter the employment status of the School Leader. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the School Leader, edtec will provide a replacement school leader if the performance problems are not resolved. The School Leader shall have an administrator’s certificate covering the applicable grade levels of the Academy. The employment agreement with the School Leader and the duties and compensation of the School Leader shall be determined by edtec, but that individual must be assigned on a full time basis to the Academy and may not be providing services to any other school or Academy without the prior approval of the Board. If the Superintendent of edtec is designated as the School Leader, the Superintendent need not be assigned to the Academy on a full time basis. If edtec chooses to execute an employment agreement with the School Leader that has a term longer than one year, the Board reserves the right to have the School Leader placed elsewhere by edtec if the Board is dissatisfied with that individual’s performance at the end of any school year.

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

E. **Support Staff.** As part of the annual budgeting process, edtec shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Charter Contract. The Board, however, shall ultimately decide the number of support staff at the Academy. edtec shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the

discretion of edtec, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by the edtec. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees, or licenses legally required for the position to which they are assigned under the Code and the Every Student Succeeds Act. If edtec chooses to execute contracts with support staff that have a term of longer than one year, the Board reserves the right to have support staff placed elsewhere by edtec if the Board is dissatisfied with their performance at the end of any school year.

F. **Training.** edtec shall ensure training is provided to the School Leader, teachers, and paraprofessionals on a regular and continuing basis and shall insure that its staff receives all training required by law. The School Leader, teachers, paraprofessionals, and other support staff employees shall receive such other training as edtec determines is reasonable and necessary under the circumstances.

ARTICLE VII

TERMINATION OF AGREEMENT

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

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

C. **Termination by Loss of Charter Contract.** This Agreement shall automatically terminate in the event that the Academy no longer possesses a Charter Contract to operate a strict discipline academy, including, but not limited to, a termination or revocation of the Charter Contract or a failure to renew an existing Charter Contract.

D. **Termination by Either Party without Cause.** If edtec and the Board are unable to agree on educational programs, curriculum, or other educational policies that are determined by the Board to affect the Academy in a significant way, either party may elect to terminate the Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least ninety (90) calendar days prior to the termination date and provides the other party with an opportunity within that period to negotiate an agreement on the educational policies at issue.

E. **DPSCD Required Termination or Amendment.** This Agreement shall be terminated or amended with no cost or penalty to the Academy, and no recourse to DPSCD or any third party affiliated with or engaged by DPSCD, by edtec or any subcontracted person or entity of edtec, in the event DPSCD determines to exercise its prerogative under the Charter Contract to require the termination or amendment of the this Agreement.

F. **Change in Law.** If any federal, state, or local law, regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice to the other, may request renegotiation of the Agreement. If the parties are unable or unwilling to renegotiate the terms within ninety (90) days after said notice, the party requiring the renegotiation may terminate this Agreement on one hundred twenty (120) days further written notice.

G. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year in which this Agreement was terminated.

H. **Rights to Property upon Termination.** Upon termination of this Agreement anything purchased with state school aid funds or other Academy funds, shall remain the exclusive property of the Academy. edtec shall have the right to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, and telephones) that were purchased by edtec with edtec funds. Fixtures and building alterations or any kind are the property of the Academy.

I. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, edtec shall provide the Academy reasonable assistance for up to ninety (90) days after the effective date of the termination to allow a transition back to a regular school program or to transition to another education service provider. edtec may charge a reasonable fee for such services, which shall be no higher on a per month basis than the average standard monthly fee paid during the regular term of this Agreement. Upon termination, edtec shall without charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to a new ESP, if any; (iii) organize and prepare student records

for transition to a new ESP, if any; and (iv) provide for the orderly transition of employee compensation and benefits to a new ESP, if any, without disruption to staffing.

ARTICLE VIII

PROPRIETARY INFORMATION

A. **Copyright and Proprietary Information.** All instructional materials, training materials, curriculum, lesson plans, and any other materials developed by edtec, its employees, agents, or subcontractors, or by any individual working for or supervised by edtec, which (i) were directly developed and paid for by the Academy, or (ii) were developed by edtec at the direction of the Board using Academy funds, shall be considered “work made for hire” as such term 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 any other materials.

B. **Required Disclosure.** The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to DPSCD and to the Michigan Department of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Section 505(3) of the Code, notwithstanding anything contained in this Article VIII to the contrary.

ARTICLE IX

INDEMNIFICATION

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

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

C. **Indemnification of the Academy.** edtec shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Academy’s officers, directors, agents, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by edtec with any agreements, covenants, warranties, or undertakings of edtec contained in or made pursuant to this Agreement, including any and all employment related claims, demands, or suits by edtec employees, former employees, or applicants; and any misrepresentation or breach of the representations and warranties of edtec contained in or made pursuant to this Agreement. In addition, edtec shall reimburse the Academy

for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

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

E. **Indemnification of DPSCD.** In consideration for the grant of the Charter Contract to the Academy, which is of material value to edtec, the parties hereby agree to indemnify and hold harmless the DPSCD, and its Board members, officers, employees, agents, or representatives from all claims, demands, or liability, including attorney fees and related expenses, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever and not caused by the sole negligence of DPSCD, which arise out of or are in any manner connected with, DPSCD Board's consideration of or issuance of the Charter 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 members, officers, employees, agents, or representatives upon information supplied by the Academy or edtec, or which arise out of the failure of the Academy to perform its obligations under the Charter Contract issued to the Academy by DPSCD Board. edtec expressly acknowledges and agrees that DPSCD and its Board members, officers, employees, agents, or representatives may commence legal action against edtec to enforce its rights as set forth in this Agreement.

ARTICLE X

INSURANCE

A. **Insurance of the Academy.** The Academy shall secure and maintain such policies of insurance as required by DPSCD and the Charter Contract. This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as required by the provisions of the Charter Contract, including the indemnification of edtec required by this Agreement. The Academy shall, upon request, present evidence to edtec that it maintains the requisite insurance in compliance with the provisions of this paragraph. edtec shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable

B. **Insurance of edtec.** edtec shall secure and maintain such policies of insurance as required by DPSCD and the Charter Contract, with the Academy and DPSCD listed as an additional insured. edtec shall maintain such insurance in an amount and on such terms as are reason-

ably acceptable to the Academy and as required by the provisions of the Charter Contract, including the indemnification of the Academy required by this Agreement. edtec shall, upon request, present evidence to the Academy and DPSCD that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to edtec under edtec's policy with its insurer(s), to the extent practicable. Any policy of insurance maintained by edtec must include coverage for sexual molestation or abuse, must name DPSCD as an additional, named insured, and shall not be changed, revoked, or modified absent thirty (30) days' notice to DPSCD. In the event DPSCD modifies the level, type, scope, or other aspects of such coverage, then edtec shall undertake like and similar modifications within thirty (30) days of being notified of such change.

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

ARTICLE XI

COMPLIANCE WITH CHARTER CONTRACT

A. **Charter Contract.** The parties hereby agree to comply with the Charter Contract and the ESP Requirements.

B. **Academy Board Due Diligence.** The Board hereby agrees to perform the necessary due diligence of edtec and provide all information to the OCS pursuant to the ESP Policies, if any.

C. **Academy Board Members.** All Academy Board employees and their respective spouses and immediate family members hereby agree that they do not have any direct or indirect ownership, employment, contractual or management interest in edtec. The relationship between the Academy and edtec shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Charter Contract and applicable law.

D. **ESP Agreement.** This Agreement is an arms-length, negotiated agreement between an informed Board and edtec. The Board shall not approve this Agreement until all Board members have been given the opportunity to review the Agreement with the Academy's legal counsel. Prior to the Board's approval of this Agreement, the Board shall obtain a legal opinion from its legal counsel, in the form provided in the ESP Requirements. The Board shall only approve this Agreement with a formal vote at a public board meeting. Prior to Board's vote on this Agreement, the Board shall provide an opportunity for public comment on this Agreement.

E. **Information Reporting.** edtec is hereby required to make information concerning the operation and management of the Academy, including, but not limited to, information in the Charter Contract, including all exhibits, attachments, and the like, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Charter Contract. edtec shall make information available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its transparency reporting under the Charter 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.

F. **DPSCD Review of Agreement.** edtec acknowledges that DPSCD shall review any and all proposed management agreements, and no management agreement, including this Agreement, shall be effective until the Academy is notified in writing that DPSCD does not disapprove of such management agreement.

ARTICLE XII

MISCELLANEOUS

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

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

If to edtec: edtec central, LLC
22932 Woodward Ave
Ferndale, MI 48220
Attn: Anna Amato

If to Academy: Capstone Academy Charter School
3500 John R. Street
Detroit, Michigan 48226
Attention: Board President

And a copy to edtec's counsel:

Collins & Blaha, P.C.
Attn: John A. Kava, Esq.
31440 Northwestern Highway
Suite 170
Farmington Hills, MI 48334

And a copy to Board's Attorney:

Shifman Carlson, P.C.
Attn: Robert Gavin, Esq.
34705 W. Twelve Mile Road
Suite 160
Farmington Hills, Michigan 48331

C. **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.

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

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

F. **Amendments and Modifications.** 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 such 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 modification.

G. **Non-Waiver.** A failure of a party in exercising any right, power, or privilege under this Agreement shall not affect such right, power, or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which either party may otherwise have.

H. **Assignment.** edtec may not assign this Agreement without the prior written approval of the Board and prior written notification to DPSCD and must be done in a manner consistent with DPSCD's ESP Policies.

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

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

K. **Compliance with Law.** The parties agree to comply with all applicable laws and regulations in their performance of this Agreement.

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


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

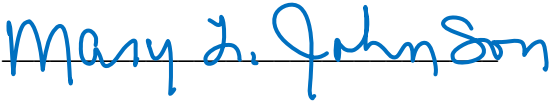
N. This Agreement shall not be effective unless or until unless and until DPSCD has notified the Academy in writing that it does not disapprove of this Agreement.

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

EDTEC CENTRAL, LLC

CAPSTONE ACADEMY CHARTER SCHOOL

BY: 

BY: 

Anna Amato, President & CEO

Mary Johnson, Board President

Dated: 6-21-2017

Dated: 6-21-2017

ATTACHMENT 2
STAFF CONTRACTS

SUPERINTENDENT

| | |
|---------------------|---|
| EMPLOYED BY: | edtec central, LLC |
| REPORTS TO: | CEO and President of edtec central, LLC |
| SUPERVISES: | Directly or indirectly all School Administrative, Instructional and Support Personnel |

The Superintendent provides the administrative leadership to all school personnel in carrying out the goals and objectives of the district. The Superintendent will have oversight responsibilities of the Academy with supervision of the fiscal operations, organizational management and employment areas. The Superintendent, employed by the Educational Service Provider (“ESP”), will report to the CEO and President of the ESP, or his or her designee and work with the ESP to implement the contract with the Academy Board of Directors. The Superintendent will work cooperatively with all, ensuring the delivery of services fulfills the vision, goals and objectives of the Academy.

QUALIFICATIONS

- Superintendent Certification Michigan Department of Education (“MDE”).
- Master’s Degree in educational administration.
- To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].
- Ability to communicate with others effectively.
- Excellent organizational and managerial skills.
- Adept at monitoring business and operational processes of an educational organization.
- Will successfully pass a criminal background check.
- Such alternatives to the qualifications listed as the ESP may find appropriate and acceptable.

RESPONSIBILITIES

- Shape district culture by facilitating the development, articulation, implementation and stewardship of a vision of learning that is shared and supported by the school community.
- Provide leadership and management of the organization, operations and resources for a safe, efficient and effective learning environment.
- Facilitate the design and implementation of curricula and strategic plans that enhance teaching and learning; alignment of curriculum, curriculum resources and assessment; and the use of various forms of assessment to measure student performance.
- Develop, recommend and maintain sound fiscal management policy, including developing, recommending and implementing budgets, which support the Academy’s various programs.

- Implement policies and procedures established by the Academy Board of Directors and ensure full reporting compliance across operational areas.
- Supervise the keeping of pertinent records, both off and on site, necessary to the general administration of the program in cooperation with the school site team and the main ESP office.
- With assistance from the ESP, recruit, screen and recommend staff for hiring; provide staff representation at all Academy Board of Directors' meetings.
- Provide leadership in developing, implementing, monitoring and evaluating the Academy's plan of action within a continuous improvement process, including regular reporting to the Academy Board of Directors.
- Assist DBI, as applicable, with the maintenance of a clean and safe physical plant, including a climate and environment that promotes student learning.
- Implement and help sustain DBI, parent/guardian and community involvement in all programs that affect the Academy, as allowable.
- Implements a staff evaluation and development system to improve the performance of all staff members, selects appropriate models for supervision and staff development and applies the legal requirements for personnel management in conjunction with the ESP.
- Other duties as may be assigned by the ESP on behalf the Academy Board of Directors.

ACADEMY DIRECTOR

EMPLOYED BY: edtec central (ESP)

REPORTS TO: CEO and President of ESP, or his/her designee

The Academy Director will have oversight responsibilities of the Academy with supervision of the fiscal operations, organizational management and employment areas. The Academy Director, employed by the Educational Service Provider (“ESP”), will report to the CEO and President of the ESP, or his or her designee and work with the ESP to implement the contract with the Academy Board of Directors. The Academy Director will work cooperatively with all, ensuring the delivery of services fulfills the vision, goals and objectives of the Academy.

QUALIFICATIONS

- Minimum Bachelor’s Degree in Education, preferably Master’s Degree or similar, from an accredited institution.
- Must meet continuing education requirements for a school administrator as prescribed by rules promulgated by the State of Michigan, as applicable.
- Must comply with all applicable law related to the Administrator’s certificate.
- Several years experience as a successful classroom teacher or other educational or social worker professional.
- Experience as a department/program manager or other leadership position
- Ability to communicate with others effectively.
- Excellent organizational and managerial skills.
- Adept at monitoring business and operational processes of an educational organization.
- Must comply with all applicable law related to the Administrator’s certificate.
- Will successfully pass a criminal background check.

RESPONSIBILITIES

- Oversee the academic program of the Academy, ensuring successful achievement of the Academy's mission, objectives and educational goals.
- Develop, recommend and maintain sound fiscal management policy, including developing, recommending and implementing budgets, which support the Academy’s various programs.
- Implement policies and procedures established by the Academy Board of Directors and ensure full reporting compliance across operational areas.

- Supervise the keeping of pertinent records, both off and on site, necessary to the general administration of the program in cooperation with the school site team and the main ESP office.
- Oversee the enrollment process of students; interface with DBI, guardians, casework supervisors, the Michigan Department of Education, the Authorizer, and other agencies, as may be needed.
- With assistance from the ESP, recruit, screen and recommend staff for hiring; provide staff representation at all Academy Board of Directors' meetings.
- Provide leadership in developing, implementing, monitoring and evaluating the Academy's plan of action within a continuous improvement process, including regular reporting to the Academy Board of Directors.
- Assist DBI, as applicable, with the maintenance of a clean and safe physical plant, including a climate and environment that promotes student learning.
- Implement and help sustain DBI, parent/guardian and community involvement in all programs that affect the Academy, as allowable.
- Assist the ESP in establishing and carrying out methods for evaluating teachers and support staff; recommend merit pay, promotions and professional development.
- Other duties as may be assigned by the ESP on behalf the Academy Board of Directors.

ASSOCIATE DIRECTOR

EMPLOYED BY: edtec central (ESP)

REPORTS TO: Academy Director

The Academy Associate Director will support the Academy Director in assuring that high quality educational services are delivered to all students. The Associate Director will aid the Academy Director in supervising and implementing the fiscal operations, organizational management and employment areas. The Academy Associate Director, employed by the Educational Service Provider (“ESP”), will report functionally to the Academy Director, and work cooperatively with all staff, ensuring the delivery of services fulfills the vision, goals and objectives of the organization.

QUALIFICATIONS

- Bachelor’s Degree in Education, Social Work or similar degree, from an accredited institution.
- Must meet continuing education requirements for an assistant administrator as prescribed by rules promulgated by the State of Michigan, as may be applicable.
- Experience as a successful classroom teacher or youth worker.
- Experience as a department/program manager or other leadership position.
- Ability to communicate with others effectively.
- Excellent organizational and managerial skills.
- Adept at monitoring business and operational processes of an educational organization.
- Will successfully pass a criminal background check.

RESPONSIBILITIES

- Help oversee the academic program; assist with program design and planning including developing the professional development schedule.
- Develop, recommend and help implement subject area lessons, units and themes, in cooperation with classroom teachers.
- Assist with implementation of policies and procedures established by the Academy Board of Directors and ensure full reporting compliance across operational areas.
- Help supervise the keeping of pertinent records, both off and on site, necessary to the general administration of the program in cooperation with the school team and the main ESP office.

- Assist with the enrollment process of students; interface with parents, DBI, the Michigan Department of Education, the Authorizer, and other agencies, as may be needed.
- Assist with recruiting, screening and recommending staff for hiring; provide staff representation at Academy Board of Directors' meetings, when needed.
- Participate in developing, implementing, monitoring and evaluating the Academy's plan of action within a continuous improvement process, including regular reporting to the Academy Board of Directors.
- Assure the maintenance of a clean and safe physical plant, including a climate and environment that promotes student learning.
- Assist with program and personnel evaluation of teachers and support staff; recommend merit pay and promotions.
- Other duties as may be assigned by the ESP and/or the Academy Director.

SCHOOL COUNSELOR

EMPLOYED BY: edtec central (ESP)

REPORTS TO: Academy Director

School Counselor will assist the Academy Director in assuring optimal collaboration between the Academy, the Agency (DBI), and other entities as needed, especially those related to assessment, analysis of students progress, career planning, and admission and discharge processing. In collaboration with the Assessment and Outreach Coordinator, he/she will have primary responsibility for assuring student assessments and career plans are completed.

QUALIFICATIONS

- Bachelor's Degree (or higher) in Education, Social Work or similar field, from an accredited institution; certification as a School Counselor meeting the requirements of the Michigan Department of Education.
- Experience as a successful educator, counselor and/or assessment specialist.
- Ability to communicate effectively with others across departments, positions and agencies; excellent organizational and managerial skills.
- Adept at implementing and monitoring assessment processes, including Michigan assessments, information-sharing processes, and student career planning processes.
- Skilled in evaluation and assessment protocols; ability to learn and apply computer skills necessary for administering assessments, collecting and sorting information, and communicating finding to others.
- Will successfully pass a criminal background check.

RESPONSIBILITIES

- Lead and coordinate the development, implementation and maintenance of assessment processes for the Academy's programs.
- Implement assessment policies adopted by the Academy Board of Directors; design, implement and supervise assessment processes and procedures needed to meet the Michigan Department of Education, the Authorizer, and/or other agency assessment and evaluation requirements.
- Maintain and keep all pertinent records, whether off or on-site, necessary for required assessment and evaluation reporting.
- Assist with the enrollment processes of students including interfacing with students, parents/guardians, DBI staff, caseworkers and other agencies as needed.

- Participate in the development, implementation, monitoring and evaluation of the counseling and student-improvement programs, within a continuous improvement model, including preparing reports for the Academy Board of Directors as needed.
- Maintain processes for providing key assessment data to teachers in order to facilitate the creation and implementation of student PEP Plans, placement in courses (including PLATO and EdOptions), career plans and post-secondary planning (when applicable).
- Other duties as may be assigned by the ESP and/or Academy Director.

ASSESSMENT AND OUTREACH COORDINATOR

EMPLOYED BY: edtec central (ESP)

REPORTS TO: Academy Director

The Assessment and Outreach Coordinator will assist the Academy Director and the School Counselor in assuring optimal collaboration between the Academy, the Agency (DBI), and other entities as needed, especially those related to admission and discharge processing. In collaboration with the School Counselor, he/she will have primary responsibility for assuring student assessments are complete on time so that PEP Plans can be completed by teachers.

QUALIFICATIONS

- Bachelor's Degree (or higher) in Education, Social Work or similar field, from an accredited institution.
- Experience as a successful educator, facilitator and/or assessment specialist.
- Ability to communicate effectively with others across departments, positions and agencies; excellent organizational and managerial skills.
- Adept at implementing and monitoring assessment and information-sharing processes of an educational organization.
- Understanding of evaluation and assessment protocols; ability to learn and apply computer skills necessary for administering assessments, collecting and sorting information, and communicating finding to others.
- Will successfully pass a criminal background check.

RESPONSIBILITIES

- Assist with the development, implementation and maintenance of assessment processes for the Academy's programs.
- Develop and recommend continuous improvement processes.
- Implement assessment policies adopted by the Academy Board of Directors; design, implement and supervise assessment processes and procedures needed to meet the Michigan Department of Education, the Authorizer, and/or other agency assessment and evaluation requirements.
- Maintain and keep all pertinent records, whether off or on-site, necessary for required assessment and evaluation reporting.
- Assist with the enrollment processes of students including interfacing with students, parents/guardians, DBI staff, caseworkers and other agencies as needed.

- Participate in the development, implementation, monitoring and evaluation of the Academy's school improvement plan within a continuous improvement model, including preparing reports for the Academy Board of Directors.
- Maintain processes for providing key assessment data to teachers in order to facilitate the creation and implementation of student PEP Plans and placement in courses, including PLATO and EdOptions.
- Other duties as may be assigned by the ESP and/or Academy Director.

ACADEMY TEACHER / INSTRUCTOR

EMPLOYED BY: edtec central (ESP)
REPORTS TO: Academy Director or designee

An Academy Teacher/Instructor will present him/herself at all times as a professional, upholding the mission, goals and objectives of the organization. He/she will remain current on best practices related to their assigned subject area(s), as well as maintain the needs of each student as a number one priority. Academy Teachers/Instructors will be hired by the Educational Service Provider (“ESP”) and will report to the Academy Director and/or another instructional supervisor as may be determined by the Academy Director.

QUALIFICATIONS

- Bachelors of Arts, or its equivalent, from an accredited institution.
- Teacher certification meeting criteria established by the Teacher Preparation and Certification Division of the Michigan Department of Education.
- Experience teaching children in a learning environment similar to the one offered by the Academy.
- Possess skills as a facilitator or coach.
- Possess the desire and willingness to be creative in teaching.
- Ability to develop and maintain constructive group relationships.
- Exhibit expertise in the area of specialization.
- Will successfully pass a criminal background check.

RESPONSIBILITIES

- Develop and adhere to yearly, unit and daily lesson plans in relationship to the Academy's academic goals, curriculum and students' interests and abilities.
- Develop and provide for learning activities based the Academy's aligned curriculum, which can be customized for different learning abilities, engage all students in the learning process and can be connected to a student's PEP plan.
- Develop and implement various in-house evaluation tools and assessment methods to measure student achievement; and meld teacher-created lessons and tools with the Academy's established core and supplemental curriculum programs.
- Employ effective communication skills with students, parents/guardians, DBI and Academy colleagues.

- At all times be sensitive to what students need and desire and provide the kinds of activities that are appropriate for the classroom or learning activity.
- Participate as a team player in all decision-making processes at the Academy.
- Treat each student, parent/guardian and colleague with dignity and respect while helping each student become aware of their role as an integral member of the group.
- Provide intellectual stimulation and emotional support to students and maintain an environment conducive to learning.
- Participate in staff training programs as recommended and/or required by the Academy, DBI, the Michigan Department of Education, or as identified through peer and self-evaluation processes.
- For students identified with special needs, and with assistance from special education teachers and consultants as may be required, implement the program outlined in the student's IEP in the least restrictive environment.
- Fulfill other duties and responsibilities as assigned by his/her immediate supervisor.

ACADEMY TEACHER - SPECIAL EDUCATION

EMPLOYED BY: edtec central, (ESP)
REPORTS TO: Academy Director or designee

An Academy Special Education Teacher will present him/herself at all times as a professional, upholding the mission, goals and objectives of the organization. He/she will remain current on best practices related to their assigned subject area(s), as well as maintain the needs of each student as a number one priority. Academy Teachers/Instructors will be hired by the Educational Service Provider (“ESP”) and will report to the Academy Director and/or another instructional supervisor as may be determined by the Academy Director.

QUALIFICATIONS

- Bachelors of Arts, or its equivalent, from an accredited institution.
- Teacher certification meeting criteria established by the Teacher Preparation and Certification Division of the Michigan Department of Education.
- Current teaching certificate from the state in which they teach with certification in at least one disability area.
- Experience teaching children in a learning environment similar to the one offered by the Academy.
- Possess skills as a facilitator or coach.
- Possess the desire and willingness to be creative in teaching.
- Ability to develop and maintain constructive group relationships.
- Exhibit expertise in the area of specialization.
- Will successfully pass a criminal background check.

RESPONSIBILITIES

- Develop and adhere to yearly, unit and daily lesson plans in relationship to the Academy's academic goals, curriculum and students' interests and abilities.
- Develop and provide for learning activities based the Academy's aligned curriculum, which can be customized for different learning abilities, engage all students in the learning process and can be connected to a student's PEP plan.
- Develop and implement various in-house evaluation tools and assessment methods to measure student achievement; and meld teacher-created lessons and tools with the Academy's established core and supplemental curriculum programs.

- Employ effective communication skills with students, parents/guardians, DBI and Academy colleagues.
- At all times be sensitive to what students need and desire and provide the kinds of activities that are appropriate for the classroom or learning activity.
- Participate as a team player in all decision-making processes at the Academy.
- Treat each student, parent/guardian and colleague with dignity and respect while helping each student become aware of their role as an integral member of the group.
- Treat each student and parent with dignity and respect while helping each student become aware of their role as an integral member of the group.
- Provide intellectual stimulation and emotional support to students and maintain an environment conducive to learning.
- Participate in staff training programs as recommended and/or required by the Academy, or as identified through peer and self-evaluation processes.
- Implement the program outlined in the student's IEP in the least restrictive environment.
- Prepare for student's annual IEP in a timely manner (completing of forms, invitations to attendees, scheduling meetings).
- Prepare for three-year re-evaluations in a timely manner (testing, completing of forms, invitations to attendees, scheduling of meeting times).
- Help maintain complete and ongoing records for all students.
- Maintain log of parent/guardian and community contacts.
- Maintain a comfortable learning environment for students whether in a pullout situation or mainstream setting.
- Adapt materials from the regular curriculum to meet needs of students served.
- Utilize instructional materials that meet special learning needs of students.
- Demonstrate creativity in reaching, challenging, and engaging student's in learning.
- Utilize strategies and techniques to modify unacceptable behavior.
- Demonstrate ability to write Behavior Plans.
- Work directly with the counseling and assessment team in evaluating student records for current IEP needs, as those records arrive in the Academy.
- Demonstrate knowledge of disability areas experienced by students with special needs that are attending the Academy.
- Fulfill other duties and responsibilities as assigned by his/her immediate supervisor.

EDUCATION TECHNICIAN / PARAPROFESSIONAL

EMPLOYED BY: edtec central (ESP)

REPORTS TO: Academy Director or designee

An Education Technician/Paraprofessional will present him/herself at all times as a professional, upholding the mission, goals and objectives of the organization. He/she will remain current on best practices related to their assigned subject area(s), as well as maintain the needs of each student as a number one priority. Education Technicians/Paraprofessionals will be hired by the Educational Service Provider (“ESP”) and will be assigned to Academy Teachers/Instructors and/or to student groups, while reporting to the Academy Director or other person as may be assigned by the Academy Director.

QUALIFICATIONS

- Two years of college, and/or 90 hours of post-secondary training.
- Qualified under No Child Left Behind as a paraprofessional or teacher’s aide.
- Successful experience working with and tutoring at-risk youth in a learning environment similar to the one offered by the Academy.
- Possess skills as a facilitator or coach.
- Possess the desire and willingness to be creative in working with Academy Teachers/Instructors and students.
- Ability to develop and maintain constructive group relationships.
- Will successfully pass a criminal background check.

RESPONSIBILITIES

- Provide assistance to Academy Teachers/Instructors and students, within the learning environment, as assigned by the Academy Director and as overseen in the classroom by the Academy Teacher/Instructor.
- Assist students with acquiring and practicing academic skill-building tasks, using the computer and other interactive learning devices.
- Help students one-on-one with homework and other learning projects.
- Help Academy Teachers/Instructors review, file and organize student work and projects.
- Provide assistance to Academy Teachers/Instructors and other staff with monitoring students during movement between classrooms.
- Assist Academy Teachers/Instructors with clerical and other duties that pertain to the preparation of teaching and learning activities.

- Help keep classrooms and other school spaces organized.
- Help Academy Teachers/Instructors with supervising and monitoring students when they are accessing the Internet.
- Other duties as assigned by his/her immediate supervisor.

SCHOOL SOCIAL WORKER

EMPLOYED BY: edtec central (ESP) / or 3rd Party Contractor

REPORTS TO: Academy Director or designee

A School Social Worker will present him/herself at all times as a professional, upholding the mission, goals and objectives of the organization. He/she will remain current on best practices related to their assigned responsibilities, as well as maintain the needs of each student as a number one priority. The School Social Worker will be hired by the Educational Service Provider (“ESP”), or through a 3rd party contract as may be needed, and will report functionally to the Academy Director or other person as may be assigned by the Academy Director.

QUALIFICATIONS

- Master’s degree.
- Qualified under Michigan requirements to function as a school social worker.
- Past successful experiences working as a social worker or as a social worker intern.
- Exceptional oral and written communication skills.
- Interpersonal skills and personal organization skills.
- Knowledge of appropriate counseling procedures.
- Knowledge of applicable federal and state statutes dealing with privacy, care and protection abuse
- Ability to diagnose emotional, personal, and social issues.
- Ability to make referrals to appropriate staff members and other agencies and organizations.
- Computer skills including word processing, database, and spreadsheet.
- Will successfully pass a criminal background check.

RESPONSIBILITIES

- Provide support services to students, staff, and parents in the area of social work services, including assessments, counseling, diagnostics and report-writing.
- Complete assessments, referrals, and counseling with students and families.
- Consult with other professional staff and outside agencies and other organizations as may be needed.
- Interview students, families and guardians, and complete assessments, as may be needed.

- Serve on school-based teams as may be assigned, aimed at providing support to at-risk students and families.
- Present findings of assessments, diagnostics and observations (including home visits if applicable), to the school team.
- Attend meetings in at the Academy, at DBI and at other agencies, as may be needed, including IEP meetings.
- Complete other reports as may be required by Federal, State, or local agencies.
- Other duties as may be assigned by the ESP and/or Academy Director.

SUPPORT SERVICES MANAGER

EMPLOYED BY: edtec central (ESP)

REPORTS TO: Academy Director

The Support Services Manager will assist the Academy Director in assuring that high quality school support services are delivered to all staff, so that staff may provide high quality services to students. The Support Services Manager will aid the Academy Director in supervising and implementing the fiscal operations, especially in the procurement and inventory of equipment and supplies, organizational management and employment areas. The Support Services Manager, employed by the Educational Service Provider (“ESP”), will report functionally to the Academy Director, and work cooperatively with school staff, ensuring the delivery of services fulfills the vision, goals and objectives of the organization.

QUALIFICATIONS

- Bachelor’s Degree in Business Administration, Financial Management, Accounting, Management, or similar degree, from an accredited institution.
- Experience as a successful manager of a department, program, organization or school.
- Ability to communicate with others effectively.
- Excellent organizational and managerial skills.
- Adept at monitoring business and operational processes of an educational organization.
- Will successfully pass a criminal background check.

RESPONSIBILITIES

- Develop, implement and maintain financial systems for the Academy’s operations.
- Develop and recommend operational budgets corresponding to the school’s account funds.
- Implement financial policies and procedures established by the Academy Board of Directors and ensure full reporting compliance across operational areas.
- Maintain and keep all pertinent records, both off and on site, necessary to the general administration relative to procurement, accounts payable, and accounts receivable.
- Help coordinate procurement and inventory systems with the ESP, and implementing maintaining records and data systems that comply with state and federal requirements.
- Participate in developing, implementing, monitoring and evaluating the Academy’s financial plan within a continuous improvement process, including regular reporting to the Academy Board of Directors, as may be needed.

- Assist the Academy and DBI with assuring the maintenance of a clean and safe physical plant, including a climate and environment that promotes student learning.
- Assist in the preparation of quarterly and other financial reports as requested by the Academy Board of Directors, the Authorizer, the State of Michigan, and the independent auditor.
- Assist with daily operations including the coordination of facility services, purchasing processes and other school support areas.
- Other duties as may be assigned by the ESP and/or the Academy Director.

CLERICAL SUPPORT STAFF / RECEPTIONIST

EMPLOYED BY: edtec central (ESP)
REPORTS TO: Academy Director or designee

A Clerical Support Staff/Receptionist will present him/herself at all times as a professional, upholding the mission, goals and objectives of the organization. He/she will remain current on best skills related to assisting Academy administrators and staff. The Clerical Support Staff/Receptionist will be hired by the Educational Service Provider (“ESP”), be assigned to specific areas and duties, including to other staff (such as the Support Services Manager) as needed, by the Academy Director.

QUALIFICATIONS

- High School Diploma, preferably post-secondary training in clerical skills.
- Proficient in word processing and other business software applications.
- Desire and willingness to be creative in working with Academy team members.
- Ability to develop and maintain constructive group relationships.
- Will successfully pass a criminal background check.

RESPONSIBILITIES

- Provide assistance to Academy administrators and other staff, as assigned by the Academy Director.
- Handle data entry and maintenance into the Academy’s designated data management system (attendance and other enrollment data).
- Word process letters, reports and other documents required for Academy operations.
- Assist with maintaining and keeping up-to-date the Academy calendars and website.
- Copy, print, collate and otherwise help coordinate all tasks required for the production of documents or reports.
- Help monitor levels of supplies on hand for Academy Teachers/Instructors and other staff.
- Assist with the filing, retention and distribution of pertinent documents, including cooperating with other agencies and districts, as needed, in the area of student records and similar information.
- Assist Academy Teachers/Instructors with clerical and production duties.
- Help keep classrooms and other school spaces organized, clean, and clutter-free.
- Other duties as may be assigned by the Academy Director or Support Services Manager.

ATTACHMENT 3
LEASE OR DEED FOR FACILITY

NOT APPLICABLE