

EASTERN MICHIGAN UNIVERSITY

A Contract to Charter a Public School Academy and Related Documents

Issued By

**THE BOARD OF REGENTS OF
EASTERN MICHIGAN UNIVERSITY**
(Authorizing Body)

To

Dr. Joseph Pollack Academic Center of Excellence (PACE)
(A Public School Academy)

2019

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UNIVERSITY BOARD RESOLUTIONS

BOARD OF REGENTS
EASTERN MICHIGAN UNIVERSITY

RECOMMENDATION

AMENDMENT TO THE CHARTER SCHOOLS BOARD OF DIRECTOR METHOD OF SELECTION POLICY

ACTION REQUESTED

It is recommended that the Board of Regents adopt the attached resolution outlining a revised method of selecting board of directors of public school academies, schools of excellence and strict discipline academies.

STAFF SUMMARY

With the passage of Public Act 277 of 2011, which amended Michigan's charter school law, authorizers of public school academies are required to pass a resolution addressing their method of selecting and appointing individuals to serve on their public school academy boards of directors. This revision represents EMU's Charter Schools Office's commitment to continuous review and improvement of its processes.

FISCAL IMPLICATIONS

None.

ADMINISTRATIVE RECOMMENDATION

The proposed recommendation has been revised/and is recommended for Board approval.



University Executive Officer

5/25/2018

Date

Eastern Michigan University Board of Regents

RESOLUTION

Public School Academy, School of Excellence and Strict Discipline Academy
Board of Director Method of Selection Resolution-Revised

WHEREAS, MCL 380.503 of the Revised School Code ("Code"), MCL 380.553, and MCL 380.1311e provide that an authorizing body "shall adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors" of each public school academy, school of excellence, and strict discipline academy, respectively, subject to the authorizing body's jurisdiction; and

WHEREAS, the Eastern Michigan University Board of Regents (the "University Board") desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline academies, and

WHEREAS, the University Board has determined that changes to the method of selection process are in the best interest of the University and that such changes be incorporated into all charter contracts issued by the University Board;

NOW, THEREFORE, BE IT RESOLVED, that the policy titled Public School Academy Board of Director Method of Selection dated June 22, 2018, is adopted; and

BE IT FURTHER RESOLVED, that these provisions shall be implemented with new charter contracts and shall be phased in for existing schools as new charter contracts are issued. As of this date, the University Board has not issued any charter contracts for schools of excellence and strict discipline academies, but the method of selection process established by this resolution shall apply to any future school that is authorized. The University's Director of the Charter Schools Office is authorized to implement changes in the terms and conditions of charter contracts to fully execute these provisions.

I, the undersigned, as Secretary of the Eastern Michigan University Board of Regents, do hereby certify the foregoing resolution was adopted by the Eastern Michigan University Board of Regents at a public meeting held on the June 22, 2018, with a vote of eight for, zero opposed, and none abstaining.

By: _____

Eastern Michigan University
Board Secretary

Public School Academy Board of Director Method of Selection

The Eastern Michigan University Board of Regents ("University Board") declares that the method of selection, length of term, number of board members and other criteria shall be as follows:

Method of Selection and Appointment

The University Board shall prescribe the methods of appointment for members of the Academy Board. The University's Director of the Charter Schools Office is authorized to develop and administer an Academy Board selection and appointment process that includes a *Public School Academy Board Member Appointment Questionnaire* and is in accord with these provisions:

1. Except as provided in paragraph 4 below, the University Board shall appoint the initial and subsequent Academy Board of Directors by formal resolution. The University's Director of the Charter Schools Office shall recommend nominees to the University Board based upon a review of the nominees' *Public School Academy Board Member Appointment Questionnaire* and resume. Each nominee shall be available for interview by the University Board or its designee. The University Board may reject any and all Academy Board nominees proposed for appointment.
2. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. The Academy Board shall recommend to the Director of the Charter Schools Office at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Member Appointment Questionnaire* for review by the University's Charter Schools Office. The Director of the Charter Schools Office may or may not recommend appointment of a nominee submitted by the Academy Board. If the Director of the Charter Schools Office does not recommend the appointment of a nominee submitted by the Academy Board, he/she may select and recommend another nominee or may request the Academy Board submit a new nominee for consideration.
3. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with the approval of the University Board's Chair, the University's Director of the Charter Schools Office may appoint a qualified individual to serve as a member of the Academy Board. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

Length of Term

The director of an Academy Board shall serve at the pleasure of the University Board. Terms of the initial position of an Academy's Board of Directors shall be staggered in accordance with *The Academy Board of Director Table of Staggered Terms and Appointments* established and administered by the University's Charter Schools Office. Subsequent appointments shall be for a term of office not to exceed three (3) years, except as prescribed by *The Academy Board of Director Table of Staggered Terms and Appointments*.

Number of Directors

The number of board member positions shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the University Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the University Board or the University's Director of the Charter Schools Office may deem that failure an exigent condition.

A vacancy may be left on the initial Academy Board for a parent or guardian representative to allow sufficient time for the Academy Board to interview and identify potential nominees.

Qualifications of Members

To be qualified to serve on an Academy's Board of Directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the University's Charter Schools Office including, but not limited to, the *Public School Academy Board Member Appointment Questionnaire* which must include authorization to process a criminal background check of the nominee; and (d) submit annually a conflicts of interest disclosure as prescribed by the University's Charter Schools Office.

The member of the Academy Board of Directors shall include (1) at least one parent or guardian of a child attending the Academy; and (2) one professional educator, preferably a person with school administrative experience. The Academy's Board of Directors shall include representation from the local community in which the Academy serves.

The members of the Academy's Board of Directors shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) Academy employees or independent contractors performing services for the Academy; (3) any current or former director, officer, or employee of an educational management company that contracts with the Academy; and (4) University officials or employees.

Oath of Public Office

Before beginning their service, all members of the Academy's Board of Directors shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be filed with the University's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

Removal and Suspension

If at any time the University Board determines that an Academy Board member's service is no longer necessary, then the University Board may remove an Academy Board member with or without cause by notifying the affected Academy Board member. The notice shall specify the date when the Academy Board member's service ends. Any Academy Board member may also be removed by a two-thirds (2/3) vote of the Academy Board for cause.

Under exigent conditions, with the approval of the University Board Chair, the Director of the Charter Schools Office may suspend or remove a member of the Academy Board, if in his/her judgement the member's fitness for office is in question and/or the member's continued presence on the Academy Board would constitute a risk to persons or property or would significantly impair the operations of the Academy. Any suspensions or removals made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspension or removal actions taken pursuant to this paragraph.

Tenure

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

Resignation

Any Academy Board member may resign at any time by providing written notice to the Academy or the University's Charter Schools Office. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board, the University Board, or the University's Director of the Charter Schools Office, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method of selection adopted by the University Board.

Board Vacancies

An Academy Board vacancy shall occur because of death, resignation, replacement, removal, failure to maintain United States citizenship or residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as specified in the Code.

Compensation

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses incidental to their duties as Academy Board members.

BOARD OF REGENTS
EASTERN MICHIGAN UNIVERSITY

SECTION: ¹¹

DATE:

April 23, 2019

RECOMMENDATION

REAUTHORIZATION OF CHARTER SCHOOLS

ACTION REQUESTED

It is recommended that the Eastern Michigan University Board of Regents issue a charter for *Commonwealth Community Development Academy* and authorize the President of the University to execute a new five-year charter school contract which will expire June 30, 2024.

It is recommended that the Eastern Michigan University Board of Regents issue a charter for *Dr. Joseph F. Pollack Academic Center of Excellence* and authorize the President of the University to execute a new seven-year charter school contract which will expire June 30, 2026.

Furthermore, it is recommended that the Eastern Michigan University Board of Regents issue a charter for *Grand Blanc Academy* and authorize the President of the University to execute a new five-year charter school contract which will expire June 30, 2024.

STAFF SUMMARY

Commonwealth Community Development Academy

Mission Statement: Commonwealth Community Development Academy shall challenge each student to succeed at his/her maximum potential in a safe and secure environment. Academic and social excellence will be encouraged through effective instruction and cooperation between faculty, parents, and students.

Commonwealth Community Development Academy (Commonwealth) was established in 1996 and is in its 23rd year of serving students. Commonwealth proudly serves a second generation of students; whose parents are alumni and have a desire for their children to have the same quality educational experience they had. The alumni are proud and grateful for their experience and partner with the school in many ways, including mentoring programs, student recruitment and fundraising efforts. Commonwealth is a K-8 school, located in the city of Detroit that enrolls 200 students.

Commonwealth students have demonstrated academic improvement each year through full implementation of its' interdisciplinary, project-based learning program. Community partnerships have been established to provide experiences to extend project-based learning activities beyond the classroom, allowing for exploration into cultural immersion(s), financial planning, physical fitness and community development. Not only do these partnerships benefit students academically, they serve to assist students with clothing, food, and school supplies.

Dr. Joseph F. Pollack Academic Center of Excellence (PACE)

Mission Statement: PACE Academy empowers student to realize their potential through meaningful educational opportunities and creates productive citizens in an ever-changing world.

Vision Statement: PACE Academy envisions our school as a safe, secure and stimulating environment where children will recognize and achieve their fullest potential, so they are empowered to make the best contributions to society.

The Dr. Joseph F. Pollack Academic Center of Excellence (PACE) opened its doors in the fall of 1999 as the Edison-Oakland Public School Academy of Ferndale, Michigan. In the fall of 2009, the school relocated to Southfield, Michigan, and was renamed the Dr. Joseph F. Pollack Academic Center of Excellence, after Dr. Joseph F. Pollack, who served as the founding director of the Eastern Michigan University Charter Schools Office. PACE Academy is a K-8 school that serves 840 students, with more than 87% of whom reside in the city of Detroit.

PACE Academy offers a comprehensive and culturally relevant curriculum in the areas of reading, mathematics, science, history, social science and foreign language. At PACE, character development is cultivated through the implementation of Franklin Covey's "Leader in Me" program. Teachers use a student-centered approach as a foundation for teaching, learning and student development. PACE's approach blends research-based teaching methods with a warm and friendly environment that is nurturing, empowering and kind.

Grand Blanc Academy

Mission Statement: Grand Blanc Academy is an innovative community that supports and celebrates lifelong learning for the success of our students and families by igniting growth, imagination, and dreams.

Grand Blanc Academy opened in 1999. The initial school enrollment was 341 students, grades K-5. Currently, Grand Blanc Academy is a pre-K-8 school with an enrollment of 377 students, the great majority of whom reside in the city of Flint. Students in K-5 are offered classes in reading, language arts, mathematics, science, social studies, art and physical education. Middle school students have the opportunity to excel in reading, writing, mathematics, social studies and science. Art and physical education allow for students to develop artistic ability and interest(s) as well as healthy living habits.

The Grand Blanc Academy supports the education of the “whole” child through rigorous, differentiated instruction; the building and strengthening of meaningful relationships with students and parents; and the wrap-around services provided through community partners. Grand Blanc Academy has the feel of a neighborhood, community school with a warm, friendly atmosphere and welcoming environment. Many community partnerships have been developed to provide support in the areas of student development, mental health, mentorship, community service, social services and more. These efforts support and reinforce the academic program that has resulted in continuous improvement academically, especially in the area of reading.

FISCAL IMPLICATIONS

None.

ADMINISTRATIVE RECOMMENDATION

The proposed Board action has been reviewed and is recommended for Board approval.



University Executive Officer
Name

2/2/2019

Date

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2019

ISSUED BY

THE EASTERN MICHIGAN UNIVERSITY BOARD OF REGENTS

TO

**DR. JOSEPH F. POLLACK ACADEMIC CENTER OF EXCELLENCE
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

DR. JOSEPH F. POLLACK ACADEMIC CENTER OF EXCELLENCE

AS A

PUBLIC SCHOOL ACADEMY

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Exhibit A

Schedules

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

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

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

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

WHEREAS, the Eastern Michigan University Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

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

ARTICLE I

DEFINITIONS

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

- (a) “Academy” means the Michigan nonprofit corporation named Dr. Joseph F. Pollack Academy Center of Excellence (“PACE Academy”) Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies.
- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.

- (e) “Authorizing Resolution” means the Resolutions adopted by the University Board on April 23, 2019.
- (f) “Charter Schools Director” means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (g) “Charter Schools Office” or “CSO” means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is also responsible for administering the University Board’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.
- (l) “Department” means the Michigan Department of Education, established pursuant to Article VII, Section 3 of the Michigan Constitution of 1963 and created pursuant to Section 16.400 of the Michigan Compiled Laws.
- (m) “Director” means a person who is a member of the Academy Board of Directors.
- (n) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (o) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Director that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall

be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (p) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (q) “Lease Policies” means those policies adopted by the Charter Schools Director that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Lease Policies. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (r) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (s) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (t) “President” means the President of Eastern Michigan University or his or her designee.
- (u) “Resolution” means the resolution adopted by the University Board on June 22, 2018 establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.

- (v) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description and Schedule 7: Required Information for Public School Academies.
- (w) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (x) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (y) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (z) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2019, Issued by the Eastern Michigan University Board of Regents to Dr. Joseph F. Pollack Academic Center of Excellence Confirming the Status of Dr. Joseph F. Pollack Academic Center of Excellence as a public school academy.”
- (aa) “University” means Eastern Michigan University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.551 *et seq.*
- (bb) “University Board” means the Eastern Michigan University Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (cc) “University Board Chairperson” means the Chairperson of the Eastern Michigan University Board of Regents or his or her designee.
- (dd) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

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

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

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

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

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

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

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

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

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

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

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

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

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

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

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or

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

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

Section 3.7. Charter Schools Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the Charter Schools Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools

Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the Charter Schools Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Director may disapprove the proposed transaction if the proposed transaction violates this Contract or applicable law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Director. By not disapproving a proposed transaction, the Charter Schools Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

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

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

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental entity and shall not undertake any action

inconsistent with its status as a body corporate authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

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

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

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

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

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:
 - (i) Is employed by the Academy;
 - (ii) Works at or is assigned to the Academy;
 - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
 - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

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

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, pupil performance at the Academy shall be assessed using both the mathematics and reading portions of the Michigan Student Test of Educational Progress ("M-STEP") or the Michigan Merit Examination ("MME") designated under the Code. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
- (b) an assessment of the student performances at the end of each academic school year or at such other times as the University Board may reasonably request;
- (c) an annual education report in accordance with the Code;

- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Charter Schools Office; and
- (e) all tests required under Applicable Law.

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

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

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

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

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

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

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

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

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the Charter Schools Director shall review the contract amendment and make a determination regarding whether the Academy's request for site expansion should be approved. A positive determination by the Charter Schools Director of the contract amendment shall include a determination by the Charter Schools Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. If the Charter Schools Director approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The Charter Schools Director reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

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

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

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

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

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

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

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

Section 6.19. Part 6A Blended Learning Opportunities. The Academy shall ensure requirements for Academy students enrolled in a blended learning course meet all Department requirements, including, but not limited to, pupil accounting requirements which may be described in Section 5-O-D of the Department’s Pupil Accounting Manual, related to a Part 6A public school academy that provides blended learning opportunities to its students.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAW

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act (“FOIA”), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which

are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

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

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University Board through its designee.

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

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

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

Section 9.6. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University

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

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

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

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

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

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;

- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Director shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

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

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

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

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

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

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

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

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

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

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

(e) Request for Revocation Hearing. The Charter Schools Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Charter Schools Director determines that any of the following has occurred:

(i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);

(ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

(iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Director determines that a Plan of Correction cannot be formulated;

(iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;

(v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);

(vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or

(vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The Charter Schools Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

(f) Hearing before the University Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Director's decision for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Charter Schools Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Director or his or her designee and the Academy Board or its designee. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel

may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

(g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.

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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request.

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

(a) The Charter Schools Director Action. If the Charter Schools Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6.

A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

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

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

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

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

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

Section 10.10. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

The Academy agrees to comply with all of the following:

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

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

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

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| M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE) | |
| NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better | |
| COVERAGE | REQUIREMENTS |

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| <p>General or Public Liability (GL)</p> | <p>Must be Occurrence form. Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE. Must include Corporal Punishment coverage. \$1,000,000 per occurrence & \$2,000,000 aggregate. In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured. University must be included as an Additional Insured with Primary and Non-Contributory Coverage. NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p> |
| <p>Errors & Omissions (E&O)</p> | <p>Must include Employment Practices Liability. Must include Corporal Punishment coverage. Must include Sexual Abuse & Molestation coverage. Must include Directors' & Officers' coverage. Must include School Leaders' E&O. Can be Claims Made or Occurrence form. If Claims Made, retroactive date must be the same or before date of original University-PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE. \$1,000,000 per occurrence & \$3,000,000 aggregate. In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured. University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> |
| <p>COVERAGE</p> | <p>REQUIREMENTS</p> |

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| Automobile Liability (AL) for Owned and Non-Owned Autos | <p>\$1,000,000 per accident.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as Additional Insured with Primary and Non-Contributory Coverage.</p> <p>Higher limits are required if PSA/SDA/UHS/SOE has its own buses.</p> |
| Workers' Compensation | <p>Must be Occurrence form.</p> <p>Statutory Limits with \$1,000,000 Employers Liability Limits.</p> <p>Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF):</p> <p>NOTE: Must have Alternate Employer Endorsement from ESP/MF.</p> <p>Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.</p> <p>NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability limits of \$1,000,000.</p> |
| Crime | <p>Must include Employee Dishonesty coverage.</p> <p>Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF):</p> <p>NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF, ESP/MF crime policy must include third party coverage naming PSA/SDA/UHS/SOE.</p> <p>\$500,000 limit.</p> |
| Umbrella | <p>Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.</p> <p>If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.</p> <p>If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as Additional Insured with Primary and Non-Contributory Coverage.</p> <p>All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.</p> |
| ADDITIONAL RECOMMENDATIONS | |
| COVERAGE | RECOMMENDATION |

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| Property | Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased. |
| Cyber Risk Coverage | Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements. |
| Automobile Physical Damage | Coverage for damage to the owned or used vehicle. |
| <i>DISCLAIMER:</i> <i>By requiring such minimum insurance, the University and M.U.S.I.C. shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.</i> | |
| M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS - DEFINITIONS | |
| Insurance Term | Definition |
| Alternate Employer Endorsement | An endorsement to a Workers' Compensation policy that provides an entity scheduled as an alternate employer with primary workers' compensation and employer's liability coverage as if it were an insured in the policy. |
| Auto Liability | Coverage for bodily injury or property damage to others incurred by operation of an owned or used motor vehicle. |
| Auto Physical Damage | Coverage for damage to the owned or used vehicle. |
| Claims Made | A policy that will provide coverage for a loss that is reported while the policy is in effect (as long as the loss occurs after the Retroactive Date). Once a Claims Made policy is allowed to expire, all coverage for prior losses ceases. |
| Commercial General Liability (CGL) | Coverage for claims for damages due to bodily injury or personal injury to any person or for damages to tangible property of others. University should always be included as an Additional Insured for CGL. |
| Corporal Punishment Coverage | Coverage for the policy holder against allegations of corporal punishment (deliberate infliction of pain as retribution for an offense, or for the purpose of disciplining or reforming a wrongdoer, or to deter attitudes or behavior deemed unacceptable) to registered student(s), even when groundless, false, or frivolous. |
| Crime Coverage | Coverage for loss of money, securities, or inventory resulting from crime such as employee dishonesty, embezzlement, forgery, robbery, safe burglary, computer fraud, wire transfer fraud, counterfeiting and other criminal acts. |
| Cyber Liability | Please see below |

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| Directors' & Officers' Errors & Omissions (D&O) | A form of E&O insurance paid on the behalf of directors and officers of a company (or paid for the company itself) to cover damages or defense costs in the event they are sued as individuals for an alleged Wrongful Act related to their organizational activities while they were with that company. |
| Educational Service Provider (ESP) | An ESP (a.k.a. Management Firm) is a firm hired by a PSA/SDA/UHS/SOE to manage the general operation of the PSA/SDA/UHS/SOE, including the hiring of its employees. In some cases, the PSA/SDA/UHS/SOE may obtain its employees via lease from the ESP. |
| Employer's Liability Insurance | Coverage for claims and damages due to bodily injury, occupational sickness, or disease or death of an employee when WC may not be an exclusive remedy. |
| Employment Practices Liability (EPL) | A form of broad insurance coverage that indemnifies the insured for any liability resulting from actual or alleged wrongful termination, sexual harassment, discrimination, or other employment-related claims made against the employer by employees, former employees, or potential employees. Depending on the policy, Employment Practices Liability Insurance can provide coverage for the PSA/SDA/UHS/SOE, its directors and officers, all employees, former employees, volunteers, temporary employees, applicants for employment, partners (professional firms), independent contractors, or outsourced employees. |
| Errors & Omissions (E&O) | A general term for liability insurance designed to indemnify the insured for an alleged wrongful act because of an error or oversight in conducting the insured's business. |
| First Named Insured | The person or entity listed first on the policy declarations page as an insured. This primary or first named insured is granted certain rights and responsibilities that do not apply to the policy's other named insureds. |
| Occurrence Form | With an "occurrence" based policy, even though the policy may have expired, provided the policy was in force at the time that the bodily injury or property damage occurred, a claim can still be made against it. |
| Primary & Non-Contributory Coverage | Stipulates the order in which multiple policies triggered by the same loss are to respond. For example, a PSA/SDA/UHS/SOE is required to provide liability insurance that is primary and non-contributory to the University that is named as an additional insured. This means the PSA/SDA/UHS/SOE must pay before other applicable policies (primary) and without seeking contribution from other policies that also claim to be primary (non-contributory). |
| Professional Liability Insurance | Coverage for claims for damages arising out of an error, omission, or negligent act in the performance of professional services. |

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| Retroactive Date | A provision found in many Claims Made policies that eliminates coverage for injuries or damage that occurred prior to the specified Retroactive Date even if the claim is first made during the policy period. |
| School Leaders' Errors & Omissions | A Claims Made E&O coverage that indemnifies school entities, school boards, employees, student teachers and volunteers for school-related losses that are due to an error in oversight. Such claims could include alleged or actual breach of duty, neglect, errors, misstatements, misleading statements or omissions, including failure to educate. |
| Security/Police Professional Liability | Provides liability coverage for police officers and police departments, in conjunction with acts, errors, and omissions while performing their professional duties. Coverage includes such perils as false arrest and civil rights violations. |
| Sexual Abuse & Molestation Coverage | Coverage for the policy holder against allegations of sexual misconduct or molestation to registered student(s). |
| Statutory Limits (Workers' Compensation) | The minimum amount of Workers' Compensation coverage that is allowed by law. |
| Tail Coverage | A special liability insurance endorsement that can be purchased to extend a claims made policy beyond the end of the policy period. |
| Umbrella or Excess Liability | Additional coverage limits higher than (above) the limits of the primary General Liability and Auto policy limits to protect against catastrophic loss. Excess policies sometimes contain exclusions, so should be checked to ensure coverage is at least as broad as primary coverages. |
| Workers' Compensation (WC) | Coverage for claims under Michigan's WC Act or similar employee benefit act of any other state applicable to an employee. University should not be included as Additional Insured for WC coverage. |
| Wrongful Act | Any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by a director or officer, individually or otherwise, in his/her capacity as a director or officer of the PSA/SDA/UHS/SOE. |

CYBER LIABILITY GUIDE

Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.

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| <p>Network Security Liability: Liability to a third party as a result of a failure of your network security to protect against destruction, deletion, or corruption of a third party’s electronic data, denial of service attacks against internet sites or computers; or transmission of viruses to third party computers and systems.</p> |
| <p>Privacy Liability: Liability to a third party as a result of the disclosure of confidential information collected or handled by you or under your care, custody or control. Includes coverage for your vicarious liability where a vendor loses information you had entrusted to them in the normal course of your business.</p> |
| <p>Crisis Management and Identity Theft Response Fund: Expenses to comply with privacy regulations, such as communication to and credit monitoring services for affected customers. This also includes expenses incurred in retaining a crisis management firm for a forensic investigation or for the purpose of protecting/restoring your reputation as a result of the actual or alleged violation of privacy regulations.</p> |
| <p>Cyber Extortion: Ransom or investigative expenses associated with a threat directed at you to release, divulge, disseminate, destroy, steal, or use the confidential information taken from the insured, introduce malicious code into your computer system; corrupt, damage, or destroy your computer system, or restrict or hinder access to your computer system.</p> |
| <p>Network Business Interruption: Reimbursement of your loss of income and / or extra expense resulting from an interruption or suspension of computer systems due to a failure of network security to prevent a security breach. Includes sub-limited coverage for dependent business interruption</p> |
| <p>Data Asset Protection: Recovery of costs and expenses you incur to restore, recreate, or recollect your data and other intangible assets (i.e., software applications) that are corrupted or destroyed by a computer attack.</p> |

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

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

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

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

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

| COVERAGE | REQUIREMENTS |
|--|--|
| General or Public Liability (GL) | Must be Occurrence form |
| | Must include Sexual Abuse & Molestation coverage |
| | Must include Corporal Punishment coverage |
| | \$1,000,000 per occurrence & \$2,000,000 aggregate |
| | PSA must be included as First Named Insured |
| | University must be included as Additional Insured with Primary Coverage |
| | NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence |
| COVERAGE | REQUIREMENTS |
| Errors & Omissions (E&O) | Must include Employment Practices Liability |
| | Must include Directors' and Officers' coverage |
| | Must include School Leaders' E&O |
| | Can be Claims Made or Occurrence form |
| | If Claims Made, Retroactive Date must be the same or before date of original University-PSA contract |
| | \$1,000,000 per occurrence & \$3,000,000 aggregate |
| | PSA must be included as First Named Insured |
| | University must be included as Additional Insured with Primary Coverage |
| COVERAGE | REQUIREMENTS |
| Automobile Liability (AL) for Owned and Non-Owned Autos | \$1,000,000 per accident |
| | PSA must be included as First Named Insured |
| | University must be included as Additional Insured with Primary Coverage |
| | Higher limits may be required if PSA has its own buses |
| COVERAGE | REQUIREMENTS |
| Workers' Compensation | Must be Occurrence Form |
| | Statutory Limits |
| | NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA. |
| | PSA must be included as First Named Insured |
| COVERAGE | REQUIREMENTS |

| | |
|--|---|
| Crime | Must include Employee Dishonesty coverage |
| | Must be Occurrence form |
| | \$500,000 per occurrence |
| | PSA must be included as First Named Insured |
| COVERAGE | REQUIREMENTS |
| Umbrella | Can be Claims Made or Occurrence form |
| | \$2,000,000 per occurrence & \$4,000,000 aggregate |
| | If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence |
| | PSA must be included as First Named Insured |
| | University must be included as Additional Insured with Primary Coverage |
| ADDITIONAL RECOMMENDATIONS | |
| COVERAGE | REQUIREMENTS |
| Property | Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased |
| COVERAGE | REQUIREMENTS |
| Performance Bond (or Letter of Credit with Indemnification) | \$1,000,000 per claim/aggregate |

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

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

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the University Board, the University or any other authorizing body, or to enter into a contract that would bind the University Board or the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the University Board, the University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University Board and the University do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board or the University, or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

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

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

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

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

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

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

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1166b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into this Contract as an amendment pursuant to Article IX of these Terms and Conditions.

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

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

“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the Eastern Michigan University Board of Regents is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the

case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties."

"Compliance with Academy's Contract. [Insert name of Educational Service Provider] agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Eastern Michigan University Board of Regents. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the [insert name of ESP] agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

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

"Compliance with Section 12.17 of Contract Terms and Conditions. [Insert name of Educational Service Provider] shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions."

"Part 6A Blended Learning Opportunities. [Insert name of Educational Service Provider] shall ensure requirements for Academy students enrolled in a blended learning course meet all Department requirements, including, but not limited to, pupil accounting requirements which may be described in Section 5-O-D of the Department's Pupil Accounting Manual, related to a Part 6A public school academy that provides blended learning opportunities to its students.

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a

Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Academy and the Management Agreement must detail the amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP policies of the Charter Schools Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

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

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

ARTICLE XII

GENERAL TERMS

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

If to the University Board:

Malverne C. Winborne, Ph.D.
Director of Charter Schools
310 Porter Hall
Eastern Michigan University
Ypsilanti, MI 48197

If to University Counsel:

Jeffrey E. Ammons
Associate General Counsel
11 Welch Hall
Eastern Michigan University
Ypsilanti, MI 48197

If to Academy:

Denise Bennett, President
Dr. Joseph F. Pollack Academic Center of
Excellence
23777 Southfield Road
Southfield, MI 48075

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

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 7 years until June 30, 2026, unless sooner revoked or terminated according to the terms hereof.

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

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

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

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

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

Section 12.15. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Information Available to the Public.

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

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.19. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy’s articles of incorporation, Part 6A of the Code and applicable law.

Section 12.20. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board shall not:

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

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

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

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

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

Section 12.21. Disclosure of Information to Parents and Legal Guardians.

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

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

- (i) to the Department or CEPI;
- (ii) to the student’s parent or legal guardian;
- (iii) by the Academy to the University Board, University, Charter Schools Office or to the educational management organization with which the

Academy has a management agreement that has not been disapproved by the University;

- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the University Board, University, Charter Schools Office
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

Section 12.22. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

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

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

Section 12.23. Partnership Agreement. If the Department and State Reform Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.24. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.25. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.26. Academy Emergency Operations Plan.

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

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

Section 12.27. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.801 *et seq.*, and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy.

The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.28. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.29. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:


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

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

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

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

EASTERN MICHIGAN UNIVERSITY BOARD OF REGENTS


By: 
James M. Smith, Ph.D.
President

EMU Legal Affairs
"Approved as to legal form"

Date: July 1, 2019

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

Dr. Joseph F. Pollack Academic Center of Excellence

By: 
ACE Academy, Academy Board Designee

Date: July 1, 2019

CONTRACT SCHEDULES

Schedules

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Physical Plant Description6

Required Information for Public School Academy7

CONTRACT SCHEDULE 1

Articles of Incorporation



Form Revision Date 07/2016

NONPROFIT CORP ANNUAL REPORT (YEARS: 2015-PRESENT)

(Required by Section 911, Act 162, Public Act of 1982)

The identification number assigned by the Bureau is: 800845046

Annual Report Filing Year: 2018

1. Corporation Name:
DR. JOSEPH F. POLLACK ACADEMIC CENTER OF EXCELLENCE

2. The street address of the corporation's registered office and the name of the resident agent at that office:

1. Resident Agent Name: JOSEPH B. URBAN
 2. Street Address: 151 S. OLD WOODWARD AVENUE
 Apt/Suite/Other: SUITE 200
 City: BIRMINGHAM
 State: MI Zip Code: 48009

3. Mailing address of the corporation's registered office:

P.O. Box or Street Address: 151 S OLD WOODWARD AVENUE
 Apt/Suite/Other: SUITE 200
 City: BIRMINGHAM
 State: MI Zip Code: 48009

4. If the corporation is a private foundation or formed to provide care to a dentally underserved population, check the following box. If the box is checked, the board shall consist of one or more directors. The board of all other corporations shall consist of three or more directors.

5. Provide the names and business or residence addresses of the corporation's board of directors and its president, treasurer, and secretary:

| Title | Name | Residence or Business Address |
|-----------|-------------------|---|
| PRESIDENT | DENISE BENNETT | 23777 SOUTHFIELD ROAD, SOUTHFIELD, MI 48075 USA |
| TREASURER | JASMINE HENRY | 23777 SOUTHFIELD ROAD, SOUTHFIELD, MI 48075 USA |
| SECRETARY | RODNEY DENT | 23777 SOUTHFIELD ROAD, SOUTHFIELD, MI 48075 USA |
| DIRECTOR | FLOYD JEAN WEBB | 23777 SOUTHFIELD ROAD, SOUTHFIELD, MI 48075 USA |
| DIRECTOR | COURTNEY LOCKHART | 23777 SOUTHFIELD ROAD, SOUTHFIELD, MI 48075 USA |
| DIRECTOR | TINA POOLE | 23777 SOUTHFIELD ROAD, SOUTHFIELD, MI 48075 USA |

6. Describe the purposes and general nature and kind of business in which the corporation engaged in during the year covered by this report:

KINDERGARTEN THROUGH EIGHTH GRADE PUBLIC CHARTER SCHOOL

Signed this 17th Day of September, 2018 by:

| Signature | Title | Title if "Other" was selected |
|----------------|------------------|-------------------------------|
| JOSEPH B URBAN | Authorized Agent | |

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2018 ANNUAL REPORT

for

DR. JOSEPH F. POLLACK ACADEMIC CENTER OF EXCELLENCE

ID Number: 800845046

received by electronic transmission on September 17, 2018 , ***is hereby endorsed.***

Filed on September 17, 2018, ***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 17th day of September, 2018.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

DR. JOSEPH F. POLLACK ACADEMIC CENTER OF EXCELLENCE

ID NUMBER: 761303

received by facsimile transmission on November 20, 2009 is hereby endorsed

Filed on November 20, 2009 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 November, 2009.

Director

Bureau of Commercial Services

PACE Academy - 2014

FCS/CD-515 (Rev. 04/06)

| | | | | | | | | | | | | | | | | | | | |
|---|---|-----------------|--|--|-----------------|--|--|----------------|--|--|---------------------------------------|--|--|-------------|--------------|-----------------|------------|----|-------|
| MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH | | | | | | | | | | | | | | | | | | | |
| BUREAU OF COMMERCIAL SERVICES | | | | | | | | | | | | | | | | | | | |
| Date Received | (FOR BUREAU USE ONLY) | | | | | | | | | | | | | | | | | | |
| | <p>This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.</p> | | | | | | | | | | | | | | | | | | |
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| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3">Name</td> </tr> <tr> <td colspan="3">Joseph B. Urban</td> </tr> <tr> <td colspan="3">Address</td> </tr> <tr> <td colspan="3">151 S. Old Woodward Avenue, Suite 200</td> </tr> <tr> <td>City</td> <td>State</td> <td>ZIP Code</td> </tr> <tr> <td>Birmingham</td> <td>MI</td> <td>48009</td> </tr> </table> | | Name | | | Joseph B. Urban | | | Address | | | 151 S. Old Woodward Avenue, Suite 200 | | | City | State | ZIP Code | Birmingham | MI | 48009 |
| Name | | | | | | | | | | | | | | | | | | | |
| Joseph B. Urban | | | | | | | | | | | | | | | | | | | |
| Address | | | | | | | | | | | | | | | | | | | |
| 151 S. Old Woodward Avenue, Suite 200 | | | | | | | | | | | | | | | | | | | |
| City | State | ZIP Code | | | | | | | | | | | | | | | | | |
| Birmingham | MI | 48009 | | | | | | | | | | | | | | | | | |
| <p>Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.</p> | | | | | | | | | | | | | | | | | | | |
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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: | Edison Oakland Public School Academy |
| 2. The identification number assigned by the Bureau is: | 761-303 |

| |
|--|
| 3. Article <u>1</u> of the Articles of Incorporation is hereby amended to read as follows: |
| <p>The name of the corporation is: Dr. Joseph F. Pollack Academic Center of Excellence</p> |

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

The foregoing amendment to the Articles of Incorporation was duly adopted on the 19th day of November 2009 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 not 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 19th day of November 2009

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

Rumell McDowell President
(Type or Print Name) (Type or Print Title)

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the CERT. OF CHANGE OF REG. OFF./RES. AGENT

for

EDISON OAKLAND PUBLIC SCHOOL ACADEMY

ID NUMBER: 761303

received by facsimile transmission on June 9, 2004 is hereby endorsed filed on June 11, 2004 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 11th day of June, 2004.

, Director

Bureau of Commercial Services

PACE Academy - 2014

BCS/CD-520 (Rev. 12/03)

| | | | | | | | | | | | | | | | | | | | | |
|---|-----------------------|----------|------|--|--|---------------------------------------|--|--|---------|--|--|---------------------------------|--|--|------|-------|----------|---------|----------|-------|
| MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES | | | | | | | | | | | | | | | | | | | | |
| Date Received | (FOR BUREAU USE ONLY) | | | | | | | | | | | | | | | | | | | |
| This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3">Name</td> </tr> <tr> <td colspan="3">Priya Marwah Doornbos, Clark Hill PLC</td> </tr> <tr> <td colspan="3">Address</td> </tr> <tr> <td colspan="3">500 Woodward Avenue, Suite 3500</td> </tr> <tr> <td>City</td> <td>State</td> <td>Zip Code</td> </tr> <tr> <td>Detroit</td> <td>Michigan</td> <td>48226</td> </tr> </table> | | | Name | | | Priya Marwah Doornbos, Clark Hill PLC | | | Address | | | 500 Woodward Avenue, Suite 3500 | | | City | State | Zip Code | Detroit | Michigan | 48226 |
| Name | | | | | | | | | | | | | | | | | | | | |
| Priya Marwah Doornbos, Clark Hill PLC | | | | | | | | | | | | | | | | | | | | |
| Address | | | | | | | | | | | | | | | | | | | | |
| 500 Woodward Avenue, Suite 3500 | | | | | | | | | | | | | | | | | | | | |
| City | State | Zip Code | | | | | | | | | | | | | | | | | | |
| Detroit | Michigan | 48226 | | | | | | | | | | | | | | | | | | |
| EFFECTIVE DATE: | | | | | | | | | | | | | | | | | | | | |

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If left blank document will be mailed to the registered office.

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND RESIDENT AGENT
For use by Domestic and Foreign Corporations and Limited Liability Companies

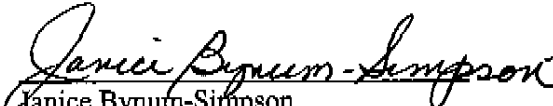
Pursuant to the provisions of Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The name of the corporation is: Edison Oakland Public School Academy
2. The identification number assigned by the Bureau is: 761303
3. a. The name of the resident agent on file with the Bureau is: Peter H. Webster
- b. The location of the registered office on file with the Bureau is:
 500 Woodward Ave, Suite 4000, Detroit, Michigan 48226-3425
- c. The mailing address of the above registered office on file with the Bureau is:
 same as above

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR IN THE PUBLIC RECORD

4. a. The name of the resident agent is: Reginald M. Turner
- b. The address of the registered office and mailing address is:
 500 Woodward Avenue, Suite 3500, Detroit, Michigan 48226-3435
5. The above changes were authorized by resolution duly adopted by its Board of Directors.
6. The corporation further states that the address of its registered office and the address of its resident agent, as changed, are identical.

June 9, 2004


 Janice Bynum-Simpson
 Its Vice President

502

MICHIGAN DEPARTMENT OF COMMERCE – CORPORATION AND SECURITIES BUREAU

g

Date Received
MAR 04 1999

(FOR BUREAU USE ONLY)

Name Peter H. Webster, Esq.
Dickinson Wright PLLC

Address 500 Woodward Avenue, Suite 4000

City Detroit State MI Zip Code 48226-3425

FILED

MAR 04 1999

Administrator
CORP. SECURITIES & LAND DEV. BUREAU

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

761-303

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

OF

Edison Oakland Public School Academy

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

ARTICLE I

The name of the corporation is: Edison Oakland Public School Academy ✓

The authorizing body for the corporation is: The Board of Regents of Eastern Michigan University Board of Regents

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22.50 d/c 78598 dml

ARTICLE II

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

1. The corporation is organized for the purposes of operating as a public school academy in the state of Michigan pursuant to Part 6A of the Code, being MCL 380.501 - 380.507.

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.

3. Additionally, the corporation is organized for the purposes of: 1) improving pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment; 2) stimulating innovative teaching methods; 3) creating new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level; 4) achieving school accountability outcomes by placing full responsibility for performance at the school site level; and 5) providing parents and pupils with greater choices among public schools, both within and outside their existing school districts.

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: none (0)

Personal Property: none (0)

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

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

- e. Other funds lawfully received.

ARTICLE IV

The address of the initial registered office is:

2426 Oliver
Royal Oak, MI 48073

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

The name of the initial resident agent at the registered office is:

Pamela A. Spitz

ARTICLE V

The name and address of the incorporator is as follows:

Peter H. Webster
Dickinson Wright PLLC
500 Woodward Avenue, Suite 4000
Detroit, MI 48226

ARTICLE VI

The corporation is a government entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the corporation and the Board of Regents of Eastern Michigan University Board of Trustees (the "University Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

The members of the Board of Directors of the corporation shall be selected by the following method:

1. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the University Board. Subsequently, the Board of Directors of the corporation shall nominate a list of potential members of

the Board of Directors equaling at least twice the number of vacancies on the Board. Provided the Board of Directors submits the list of nominees at least forty-five (45) days before the University Board 's next regular meeting, the University Board shall select members from the list of nominees at its next regular meeting. When the nominations are forwarded to the University Board, they shall be accompanied by the nominees' resume, and each nominee shall be available for interview by the University Board or its designee. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment.

2. 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 years, 1/3 shall be appointed for a term of two years, and the remainder shall be appointed for a term of one year.

3. Number of Directors. The number of members shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the University Board.

4. Qualifications. The Board members of the corporation must include (i) a representative of the parents of children attending the school; and (ii) at least one professional educator, preferably a person with school administrative experience. The Board shall not include (i) members appointed or controlled by another profit or non-profit corporation-, (ii) employees of the Edison Oakland Public School Academy; (iii) any director, officer or employee of a management company that contracts with the Edison Oakland Public School Academy; or (iv) Eastern Michigan University officials, as representatives of Eastern Michigan University.

5. Oath. All members of the Board of Directors of the Corporation must file an acceptance of office with the University. All members of the Board of Directors of the Corporation shall take the constitutional oath of public office.

ARTICLE VIII

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

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Public Act No. 170 of 1964, MCL 691.1407 and otherwise provided by law.

ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in Article IX of the Contract executed by the Corporation and the University Board. The process is 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 University Board through its designee. The University Board delegates to its President for review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed changes is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the University Board by the Corporation.

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

Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board and filed with the Michigan Department of Consumer & Industry Services, Corporation and Land Development Bureau. In addition, the corporation shall file with each amendment a copy of the University Board's or its designee's approval of the amendment. Failure to obtain University Board approval prior to the filing of an amendment to the Corporation's Articles of Incorporation constitutes a violation of the University Board's Contract.

ARTICLE XI

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

ARTICLE XII

The powers and duties of the corporation's officers are as follows:

Section 1. Number. The officers of the corporation shall be a President, Vice President, Secretary and a Treasurer, each of whom 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 officers and agents as they may deem necessary for the transaction of the business of the corporation.

Section 2. 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 shall be President of those committees designated by the Board of Directors. The President shall, in general, perform all duties incident to the Office of President of the Board as may be prescribed by the Board from time to time.

Section 3. Vice President. The Vice President of the corporation 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 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.

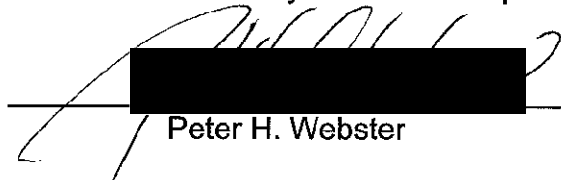
Section 4. Secretary. The Secretary of the corporation shall be a member of the Board of Directors. The Secretary shall: (a) keep the minutes of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Board.

Section 5. Treasurer. The Treasurer of the corporation shall be a member of the Board of Directors. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 6. Assistants and Acting Officers. The Assistants to the Secretary and Treasurer, 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 or Treasurer or by the President or 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.

These Articles of Incorporation are hereby signed by the incorporator on this 3rd day of March, 1999.

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 University Board issues to the Corporation a contract to operate as a public school academy, and the Contract is executed by both the Corporation and the University Board.


Peter H. Webster

CONTRACT SCHEDULE 2

Bylaws

BYLAWS
OF
DR. JOSEPH F. POLLACK ACADEMIC CENTER OF EXCELLENCE

ARTICLE I

Dr. Joseph F. Pollack Academic Center of Excellence

This organization shall be called the Dr. Joseph F. Pollack Academic Center of Excellence (The “Academy” or the “corporation”).

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Academy shall be located in the County of Oakland, State of Michigan.

Section 2. Registered Office. The registered office of the Academy shall be 23777 Southfield Rd, Southfield, MI 48075. In any event, it must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors (“Board of Directors”). The Board of Directors may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School code (“Code”). The Board of Directors may delegate said powers to the officers and committees of the Board of Directors as it deems necessary.

Section 2. Method of Selection. The Board of Directors of the corporation shall nominate a list of potential members of the Board of Directors. The University Board may select members from this list of nominees. When the nominations are forwarded to the University Board, they shall be accompanied by the nominees’ resume, and each nominee shall be available for interview by the University Board or its designee. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed to a new term of office. If the Board of Directors of the corporation does not submit nominees or if the University Board elects not to select members from the list of nominees submitted by the Board of Directors, then the University Board shall nominate and appoint successor members. The University Board reserves the right to conduct criminal background checks on corporation Board nominees and to require

nominees to attend Board of Directors training sessions prior to or subsequent to being appointed to the corporation Board of Directors. The above method shall comply with the resolution adopted by the University Board.

Section 3. Length of Term. The term of each member of the Board of Directors shall be three (3) years, unless otherwise determined by the University Board.

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

Section 5. Qualifications. The Board shall not include (i) members appointed or controlled by another profit or non-profit corporation; (ii) employees of the Academy; (iii) any director, officer, or employee of a management company that contracts directly or indirectly, with the Academy; or (iv) Eastern Michigan University Officials, as representatives of Eastern Michigan University. Each member of the Board of Directors shall be a citizen of the United States.

Section 6. Oath. All members of the corporation's Board of Directors must file an acceptance of public office with the University. All members of the Board of Directors of the corporation shall take the constitutional oath of office.

Section 7. Tenure. Each 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 University Board with or without cause.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Annual and Regular Meeting. The Board of Directors shall hold an annual meeting in June of each year, as well as monthly meetings thereafter. The Board of Directors shall provide, by resolution, the time and place, within the state of Michigan, for the holding of regular monthly meetings. The corporation shall provide notice of the annual and all regular monthly meetings to the authorizer and as required by the Open Meetings Act.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of 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 principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings to the authorizer and as required by the Open Meetings Act.

Section 12. Quorum. A majority of the Directors of the Board constitute 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 13. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the board of Directors.

Section 14. Open Meetings Act. All meetings of the Board of Directors, including committee meetings, shall at all times be in compliance with the Open Meetings Act.

Section 15. Board Vacancies. A vacancy shall occur as specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 16. Compensation. A director of the corporation shall serve as a volunteer director. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at meetings of the Board of Directors.

Section 17. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent of such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

Section 18. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Board of Directors, which to the extent provided in the resolution as initially adopted and as thereafter supplemented or amended by further resolution, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the corporation, except action in respect to the fixing of compensation or the filling of vacancies of the Board of Directors or committees created pursuant to this Section, or amendments to the Articles of Incorporation or Bylaws, 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, 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 19. 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 University Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with Michigan law and University Board policy.

ARTICLE V

MEETINGS

Section 1. Regular Meetings. The Board of Directors shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Board of Directors of Directors shall from time to time determine. The Board of Directors may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Board of Directors Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of 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 principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Board of Directors must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. 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 4. Open Meetings Act. All meetings of the Board of Directors, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A director of the Board of Directors who is present at a meeting of the Board of Directors at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Academy 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 officers at the annual meeting in June. 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 officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by a majority vote 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 in accordance with Article IV, Section 2.

Section 5. President. The President of the corporation 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 Chairperson of those committees by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the corporation 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 the Board of Directors.

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

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

incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the 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 or Treasurer 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 restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may be resolution otherwise determine.

Section 10. Salaries. Officers of the Board, as Directors of the corporation, shall not be compensated for services. They may, however, receive traveling and other expenses..

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The 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. No contract into, by or on behalf of the Board of Directors, shall in any way bind the University or impose any liability on the University, its regents, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the corporation, other than in the ordinary and usual course of the business of the corporation, shall be made or permitted. No loan entered into, by or on behalf of the Board of Directors, shall in any way be considered a debt or obligation of Eastern Michigan University or impose any liability on Eastern Michigan University, its regents, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflict of interest, or impairment of the

efficient operations may occur, unless prior approval is received from the Charter Schools Office of Eastern Michigan University, the corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the corporation or any person who serves on the corporation's Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any corporation employee or board member.

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

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by 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 1221 of the Revised School Code, being Section 380.1221 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, any shares or other securities issued by another other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by proxy appointed by the President, or in absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent 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. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

Section 1. Fiscal Year, Budget and Uniform Budgeting 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 University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI

SEAL

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

ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority if 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 have been given in accordance with the notice setting forth the terms of the proposal have been given in accordance with the notice requirements for the special meetings. Upon arrival, the Board of Directors shall forward the amendment to the University

Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Board of Directors is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Board of Directors in writing and the Board of Directors shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Board of Directors on the 10 day of June,

2014.


Secretary

CONTRACT SCHEDULE 3

Fiscal Agent Agreement

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Eastern Michigan University Board of Regents ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to **Dr. Joseph F. Pollack Academic Center of Excellence**, a public school academy (the "Academy").

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Eastern Michigan University as designated by the University Board who receives State School Aid Payments on behalf of the Academy and forwards such payments to the Academy.

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

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

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

Section 2.05. Prior University Review Required for Certain Financial Transactions. The Academy is required to fully comply with Section 3.7 of this Contract's Terms and Conditions.

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy. In the event an overpayment of any kind is made to the Academy by the Fiscal Agent, the Academy shall be directly responsible for reimbursing the Fiscal Agent.

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

ARTICLE V

RECORDS AND REPORTS

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

Section 5.02. Reports. The Fiscal Agent shall prepare and make available to the Academy within thirty (30) days of September 30th, and annually thereafter, a written report dated as of September 30th, summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Section 6.03. Withholding of State Aid Funds. Notwithstanding any other provisions contained in this Contract, at its sole discretion, Eastern Michigan University, acting in its capacity as Authorizer and Fiscal Agent, and within permissible parameters as prescribed by the Code, may elect to increase its administrative fee up to 3% of the *total* state school aid received by the Public School Academy for all or any portion of the entire school year and thereafter, whenever any amount of state school aid is withheld as a result of the Public School Academy's failure to comply with any requirements of Federal, State or Local law or regulation.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Eastern Michigan University Board of Regents to **Dr. Joseph F. Pollack Academic Center of Excellence.**

BY: _____

_____, Director

Bureau of Bond Finance
Michigan Department of Treasury

Date: _____, 2019

CONTRACT SCHEDULE 4

Oversight Agreement

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by The Board of Regents of Eastern Michigan University ("University Board"), an authorizing body as defined by the Revised School Code, as Amended (the "Code"), to **Dr. Joseph F. Pollack Academic Center of Excellence** (the "Academy"), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

"Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.01 of this Schedule 4.

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Charter Schools Office, as it deems necessary to fulfill the University Board's Oversight Responsibilities, may undertake the following:

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

k. Perform such other duties and responsibilities, in its sole discretion, which it deems necessary in order to conduct oversight of the Academy's compliance with this Contract, the Code and other applicable law.

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

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

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

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

d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to the CSO Director and counsel for the University Board as designated in Article XII of the Terms and Conditions.

e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.

f. Provide proposed Academy Board meeting agenda to the Charter Schools Office at least five (5) days prior to the Academy Board meeting. Provide approved agendas and minutes of all Academy Board of Directors' meetings to the University Charter Schools Office no later than ten (10) days after such items are approved.

g. Submit to the Charter Schools Office within ten (10) days of insurance renewal copies of the "ACORD" insurance certificate/s of liability insurance. Provide upon request by the Charter Schools Office, and in the manner requested, the Academy's insurance verification document and copies of insurance policies evidencing all insurance as required by the Contract. Provide upon request by the Charter Schools Office, or in accordance with the Epicenter Compliance Calendar, copies of all insurance required by the Contract to an independent insurance reviewer.

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

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

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

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

- l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Charter Schools Office' ESP Policies, the Contract and the Code.

- m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.

- n. Prior to the issuance of this Contract, the Academy Board shall provide the Charter Schools Office with a copy of the description of staff responsibilities for employees of the Academy for inclusion in the Contract.

- o. Prior to July 1 of each year, the Academy Board shall approve and submit an operating school budget. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; and (iii) any start-up expenses incurred by the Academy. The Academy will prepare and adopt its operating budget and all subsequent budget revisions in a form and manner prescribed by law and the Michigan Public School Accounting Manual. Within ten (15)

days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within its transparency section, accessible to the public.

p. Submit proof annually that the Academy is employing classroom teachers who meet the certification requirements set forth in Part 22 of the Revised School Code, and may only use non-certified teachers when allowed by law. Before the Academy hires non-certified teachers, it shall notify EMU in writing of its intent to do so no less than 15 days before it takes such action. The Academy shall employ certified administrators and chief business officials as required by law.

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

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

ARTICLE III

RECORDS AND REPORTS

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

ARTICLE IV

MISCELLANEOUS

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

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

ARTICLE V

TRANSPARENCY PROVISION

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

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

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

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

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

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

CONTRACT SCHEDULE 5

Description of Staff Responsibilities

| | |
|---|--|
| Position: | Administrative Assistant |
| Reporting Relationship: | Executive Administrative Assistant/ Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Non-Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for students, volunteers, and assigned staff

Position Summary: To provide secretarial support to the Principal, leadership team and other Academy staff. To provide excellent maintenance of student, vendor and correspondence files while complying with all local, state and federal laws and the Academy's policies and procedures.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the front office support staff.
4. Support the Principal by offering organizational and technical assistance that ensures compliance with all corporate, local, state, and federal guidelines and procedures.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Support the use of multiple sources of data collection to analyze barriers to student achievement and to assess, identify, and apply to instructional improvement.
7. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Provide continuous support to the Principal and all administrative personnel.
2. Keep the Principal informed of all necessary information including customer and staff complaints and incidents, planned and unplanned time off, etc.
3. Answer and direct all incoming calls and coordinate the reception of all visitors to the Academy building.
4. Collect information and prepare reports and correspondence as required by supervisor.
5. Sort and distribute mail.
6. Copy and distribute materials as required by the supervisor.
7. Adhere to the policies and procedures related to the maintenance of all office records and student files.
8. Track documentation as required for student files, parent contact, visitors, incident and accident reporting, and employee tardiness and absences.
9. Maintain good parent relations and communication through a positive manner and professional image.

10. Utilize all features of computer programs necessary for completing the Academy reporting procedures.
11. Work effectively with parents and staff and generate parent's confidence in the Academy and the Principal.
12. Demonstrate genuine concern for the students and the staff by maintaining high personal standards and strong work ethic, being consistent and reliable in arrival and attendance, an essential function to assure the proper operation of the Academy.
13. Promote good citizenship through actions as a role model.
14. Accept responsibilities as delegated by the Principal, and/or other supervisory authority.
15. Use technology with efficiency for recordkeeping, administrative tasks, and communications.
16. Share responsibility for professional, cooperative staff relations and for activities important to the operation of the Academy.
17. Conduct one-self according to professional, ethical principles, continuously striving to improve office methods, clerical techniques, and interpersonal relationships.
18. Accept responsibility for marketing the Academy in the community.
19. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
20. Display pride in being a member of the Academy team and administrative staff.
21. Be familiar with and support Academy administration in the effective implementation of the Academy's Emergency Response Plan.
22. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Associate degree in secretarial sciences, business, or related field, is preferred.
2. Three years' experience in a secretarial and/or reception position in a high volume office setting is required.
3. High school diploma and two additional years' experience may be substituted for the Associates degree requirement.
4. Experience in school office operations is preferred.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Consistently organize incoming and outgoing tasks and communications.
3. Consistently utilize all features of the computer programs necessary for completing Academy reporting procedures through the use of Word, Excel, and Outlook programs in a proficient manner; willing to learn and implement new computer programs as needed.
4. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
5. Make sound decisions within the parameters of authority.
6. Be courteous, professional, and tactful at all times.
7. Display a professional appearance.
8. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, visitors, Authorizer, and community.
9. Motivate and create a shared vision within the Academy community.
10. Be respected as an adult learner and as an individual.

11. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

It is the policy of Dr. Joseph F. Pollack Academic Center of Excellence that no person shall on the basis of race, religion, color, national origin, sex, age or disability be excluded from participation and be denied the benefits, or be subjected to discrimination under program or activity and in employment, further the Dr. Joseph F. Pollack Academic Center of Excellence Board of Directors strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

| | |
|---|---|
| Position: | After-School Program Coordinator |
| Reporting Relationship: | Administration/Human Resource Experts, Inc. |
| Employment Type: | Support/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for Students, Volunteers and Assigned Staff

Position Summary: To provide high quality enrichment programs sponsored by PACE that provide innovative help with academic and social skill development. The After-School Program Coordinator must be committed to releasing the potential in each student, supporting achievement and celebrating accomplishments.

Primary Tasks:

1. Coordinates development and implementation of the afterschool program
2. Enforce & implement all rules, policies and procedures of P.A.C.E., along with state and federal regulations
3. Develops procedures and policies for operation of the after school program
4. Provide oral and written reports to required Administrative Leadership
5. Serve as communication liaison for afterschool program with faculty, students, parents and external vendors
6. Monitor teacher participation and program design
7. Assist and monitor student and staff during program hours
8. Administer and track program funding budget
9. Prepares additional proposals for supplemental funding
10. Analyze and applies information from periodic program evaluations
11. Maintain records needed for program administration
12. Coordinate the planning and maintenance of a safe and healthy learning environment
13. Promote positive behaviors and professionalism

Essential Duties:

1. Facilitate and manage after-school programs such as Purity in Pink, Dance Workshop with Ms. Overton, & Scouts run by outside vendors & our in-house program, 'Kids University'.
2. Ensure accuracy of teacher participation and monitor program design.
3. Create & maintain schedule of classes, track minimum & maximum amount of students per class, maintain student attendance records, and validate teacher attendance.
4. Advertise after-school programs, facilitate the registration process, and execute accounting practices.
5. Create a budget for class supplies and student snacks.
6. Receive payments from parents and students for activities.
7. Monitor the collection of registration fees to ensure the accuracy of staff stipends.
8. Serve as liaison while maintaining excellent written and verbal communication between administration, vendors, staff, parents, & students.
9. In this newly created role as coordinator, implementation and management of a comprehensive after-school program that consists of various activities for all grades

Kindergarten – 8th grades for the school year.

10. The **on-line tutoring program** will be facilitated by staff on Monday through Thursday from 3:30-4:30. They will use Study Island as a tutorial for students that were in the red on Scantron scoring and receive a stipend for this service. This position will serve as a liaison between parents and staff communicating the policies and procedures to parents. Maintaining weekly attendance logs by updating student information and making changes in the system is necessary.
11. Will hold a 1 day **Computer Usage program** in a classroom on Wed.'s from May 1st – May 29th using the mobile lab. The position requires a liaison relationship with the Technology Department. Create flyers & permission slips for parents and students to participate in the program. Serve as the contact person for all questions and concerns.
12. Research and survey various programs from outside vendors, such as **Ms Overton's Dance Workshop, Mentoring Youth Network, & Mad Science Lab**, all seeking to hold an after-school program at P.A.C.E. Academy. Serve as the point of contact and liaison between vendors and administration via emails, phone calls, & meetings. Successfully develop a project proposal for a new after-school program for the school year. 'Kids University' was introduced as a viable program that will offer a variety of after-school classes taught by P.A.C.E. staff. Responsibilities included creating flyers, permission slips, interest surveys, and brochures as a form of program promotion and implementation.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Previous experience in roles such as coordination, facilitation, planning, etc.
2. Innovative and creative
3. Ability to effectively communicate and collaborate with parents, students, vendors, faculty and school administration.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
3. Make sound decisions within the parameters of authority.
4. Be courteous, professional, and tactful at all times.
5. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
6. Motivate and create a shared vision within the Academy community.
7. Be respected as an adult learner and as an individual.
8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

It is the policy of Dr. Joseph F. Pollack Academic Center of Excellence that no person shall on the basis of race, religion, color, national origin, sex, age or disability be excluded from participation and be denied the benefits, or be subjected to discrimination under program or activity and in employment, further the Dr. Joseph F. Pollack Academic Center of Excellence Board of Directors strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

| | |
|---|--|
| Position: | Art Teacher |
| Reporting Relationship: | Assistant Principals/Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as a teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Instruct students in art, such as painting, sketching, designing and sculpturing: Prepares lesson plans and establishes art course goals; demonstrates methods and procedures to pupils. Observes and evaluates student's work to determine student progress or to make suggestions for improvement in art. Accompanies students on field trips to museums or art galleries; specializes in teaching one or more areas of art, such as illustration, art history or commercial art. Directs planning and supervision of student contests and arranging of art exhibits. Teach students with disabilities. The applicant is required to be certified in art education as set forth by the Michigan Department of Education.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as

- required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
 5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
 6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
 7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
 8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
 9. Work cooperatively with parents and generate parents' confidence in the Teacher.
 10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
 11. Promote good citizenship through actions as role model.
 12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
 13. Participate in the development of policies and regulations that affect instruction and conditions for success.
 14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
 15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
 16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
 17. Share responsibility for marketing the Academy in the community.
 18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
 19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
 20. Identify and participate in professional development opportunities.
 21. Conduct and document parent conferences.
 22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
 23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.

5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

It is the policy of Dr. Joseph F. Pollack Academic Center of Excellence that no person shall on the basis of race, religion, color, national origin, sex, age or disability be excluded from participation and be denied the benefits, or be subjected to discrimination under program or activity and in employment, further the Dr. Joseph F. Pollack Academic Center of Excellence Board of Directors strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | Assistant Dean of Students |
| Reporting Relationship: | Dean of Students/Human Resource Experts, Inc. |
| Employment Type: | Administration/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Occasional Student, Staff and School Volunteers supervisor at the direction of the Principal or Assistant Principal.

Position Summary: The Assistant Dean of Students will work closely with the Dean of Students and the Elementary Assistant Principal to facilitate positive intervention with a focus on achievement and academic success for the students. He/she will also, to facilitate communication between home and school for parents, teachers, and administrative staff as well as to enhance interaction with the community.

Primary Tasks:

1. To work with Academy staff and to develop understanding of a variety of methods to promote success for all students.
2. To work with students, teachers, and parents on educational and performance that enables students to reach their academic goals.
3. To participate in developing the implementation of positive behavior plans.
4. Share a commitment to the success of the mission, goals, and objectives of the Academy.
5. Support and full participation in an Academy culture that focuses on student and adult learning.
6. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.

Essential Duties and Performance Standards:

1. Assist the Dean of Students, Principal, Assistant Principals, teachers, staff members and the administrative team in establishing and maintaining a safe and healthy learning environment.
2. Assist in the general supervision of students in the schoolyard and parking lot during drop off and dismissal hours and as applicable on transportation vehicles.
3. Assist in the supervision of students in the cafeteria during lunch hours as needed.



Human Resources Experts, Inc.

Your Human Resource Experts

4. Be available at parent-teacher conferences and stakeholder meetings as determined by the Response to Intervention process and as directed by the Director of Special Education/or the Academy's leadership team.
5. Support academic programs, personal development and success plans.
6. Assist the Principal and staff members in insuring a positive, well-run and purposeful program that is responsive to the children's and parents' needs.
7. Maintain strict confidentiality.
8. Insure safety compliance for students, parents and visitors.
9. Be familiar with and support Academy administration in the effective implementation of the Academy's Emergency Response Plan, the Technology Plan and the School Improvement Plan.
10. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.
11. Assists with the facilitation of communication between home and school for parents, teachers, and administrative staff.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor's degree in related field, such as elementary education, content areas, counseling.
2. A minimum of three (3) years demonstrated work experience as a teacher, guidance counselor or specialize services educator.
3. Position holder will have knowledge of and sensitivity to the individual needs of parents and the individual and group needs of children.
4. Position holder must have the demonstrated ability to communicate effectively with students, parents, the Academy leadership team, staff members and possess some knowledge of children's physical, emotional and developmental patterns.
5. Position holder must have sufficient maturity and good judgment to function in a crisis situation.

Demonstrate the ability to:

1. Work side by side with teachers to assess students' needs and to improve student behavior.
2. Provide functional behavioral assessments.
3. Develop and facilitate the implementation of functional behavioral plans.
4. Provide home/school behavior intervention support models.
5. Provide staff development focusing on students with difficult behaviors and related topics.
6. Provide intervention for students with difficult behaviors and related topics.



Human Resources Experts, Inc.

Your Human Resource Experts

7. Provide intervention for students with difficult behaviors with approval of the Director of Special Education.
8. Support teachers and paraprofessionals assign to students with challenging behaviors.
9. Support Dean of Students and/or Assistant Principals with discipline-related issues.
10. Communicate through superior written and oral communication skills.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

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|---|--|
| Position: | Assistant Principal - Middle School |
| Reporting Relationship: | Principal/Human Resource Experts, Inc. |
| Employment Type: | Administration/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the supervision and training of all Middle School instructional staff and Fine Arts Staff. Responsible for performing all supervisory responsibilities in accordance with applicable laws, the Academy's Charter contract, and outlined policies and procedures.

Position Summary: Under the guidance and supervision of the Principal, the holder of this position provides Academy leadership as Assistant Middle School Principal and ensures excellence in teaching and student learning while promoting community support and maintaining efficiency in operation. This position supports the Academy's mission, vision, strategic plan, and School Improvement Plan and upholds a challenging and effective academy program, while maintaining compliance with all aspects of the state and federal law, Academy Board policies and procedures and compliance requirements of the Authorizer.

Responsibilities:

1. Primary Tasks

- Create an Academy culture that focuses on student achievement and staff development.
- Set high expectations and standards for the academic and social development of middle school students and staff performance.

2. Curriculum Development, Supervision and Evaluation

- Possess knowledge and understanding of the written curriculum and ensure effective implementation that promotes student achievement of academic standards as outlined in the Charter Contract.
- Participate in and/or lead professional development activities.
- Provide opportunities and encouragement for staff to increase program expertise.
- Identify curricular and extra-curricular needs by analyzing current academic programs and student achievement
- Use student assessment data to identify problems and implement program improvements and/or pacing.
- Monitor the dissemination of student data to parents.

3. Student Assessment and Monitoring

- Emphasize student achievement as the primary outcome of instruction.
- Systematically assess and monitor student progress using objective and verifiable information.
- Work with staff to systematically identify and respond to at-risk students, making referrals to appropriate community agencies as necessary.
- Provide meaningful information to parents, Academy Board, and appropriate stakeholders.
- Maintain policies and practices for grading, reporting and promoting.
- Assist with identifying tutorial needs and services.

- Support the implementation of Response to Intervention and monitor its continued implementation.
4. Student and Staff Relations
- Model and facilitate positive human relations skills; effectively interact with others.
 - Solicit information from staff, students, parents and community in gauging the school climate.
 - Acknowledge efforts of students and staff. Promote the improvement of student and staff images.
 - Communicate high expectations for students and staff and provide appropriate motivation to reach standards.
 - Attend school-sponsored activities and special events.
 - Foster collegial relationships with and among staff.
5. Establishing an Effective Workplace
- Participate in interviewing and selection of school personnel
 - Assist and support new staff personnel
 - Ensure school-wide knowledge of Academy mission and vision.
 - Conduct scheduled staff meetings.
 - Minimize interruptions to the instructional process.
 - Maintain high visibility.
6. Staff Supervision and Personnel Evaluation
- Maintain accurate staff attendance records.
 - Request, monitor and support substitute teachers as needed.
 - Support and provide mentoring opportunities for novice and veteran teachers.
 - Identify and provide support for instructional and classroom management needs.
 - Assist with creating and implementing school-wide evaluation program and revise annually as needed.
 - Provide constructive feedback from informal observations and evaluations.
 - Demonstrate objectivity in personnel evaluation.
7. Communications and Community Relations
- Listen and respond appropriately and timely to staff, students, parents, and community concerns.
 - Communicate with superior written and oral communication skills.
 - Foster open communication with and among staff.
 - Develop communications that reflect, support and implement school board policies.
 - Collaborate with Principal and other Assistant Principals to share ideas, common issues and expertise.
 - Inform parents and the community about school activities and events through newsletters, press releases, parent meetings, etc.
 - Participate in the marketing of the Academy.
 - Serve as liaison to parents and facilitation of parent education and involvement, including discipline, dress code, homework and events.
 - Implement and follow policies and procedures for student dress code, discipline and other policies related to maintaining a positive school culture of learning and achievement.
8. Professional Development

- Keep abreast of changes and developments in the profession by attending professional meetings, reading professional journals and discussing matters of mutual interest with others in the field.
- Maintain knowledge of school law and keep abreast of educational developments
- Plan and implement individualized improvement programs as needed for staff, self-included.
- Effectively use the expertise of school personnel, including self, in providing professional development.
- Assist teachers with implementing objectives for themselves and their students.
- Provide opportunities for teachers to share and demonstrate successful practices.

9. Recordkeeping, Building and Financial Management

- Establish and maintain rules and procedures for student and staff safety, including fire, storm, tornado, and emergency evacuations and lock-downs.
- Promote an aesthetically pleasing environment.
- Ensure timely repair of school facilities and equipment.
- Anticipate future building and equipment needs and plan appropriately to remedy.
- Effectively cope with crises and emergency situations.
- Oversee, with the Business Manager, accurate maintenance and compliance of student, personnel, and fiscal records.
- Assist with budget preparation and expenditures monitoring.
- Ensure that required district reports are accurately and efficiently prepared and submitted.

10. Additional School-wide Responsibilities

- Participate in school committee meetings, including FASST, Child Study, school improvement, leadership team, curriculum, etc.
- Coordinate state and district assessments.
- Assist with student discipline and promote a positive environment.
- Monitor arrival and dismissal of all students.
- Provide back up support in all administrative areas.
- Contribute toward a safe environment for learning, including ensuring that student conduct is maintained and discipline is enforced fairly and consistently and updating, updating and implementing the required annual school safety report.
- Arrange and schedule outside programs to enhance, curriculum, assemblies, school spirit, etc.
- Participate in school-wide student recruitment efforts.
- Develop opportunities for parental involvement.
- Other duties as assigned by Superintendent, Academy Board, or Authorizer

Qualifications:

1. Education
 - Master's degree in education or related field
2. Experience
 - Minimum of three years successful teaching and/or administrative experience
3. Interpersonal Skills
 - Ability to professionally and effectively communicate with diverse staff, students, and

- parents
- Easily approachable and accessible
 - Ability to motivate, encourage and listen
 - Possess effective decision making and problem solving skills

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

Position: Assistant Principal - Elementary
Reporting Relationship: Principal/Human Resource Experts, Inc.
Employment Type: Administration/At-Will/Exempt
Name of Employer: Human Resource Experts 0624, Inc.
Length of Assignment: 12 Months
Criminal Background Check Requirement: Yes

Supervisory Responsibilities: Responsible for the supervision and training of all Elementary School instructional staff. Responsible for performing all supervisory responsibilities in accordance with applicable laws, the Academy's Charter contract, and outlined policies and procedures.

Position Summary: Under the guidance and supervision of the Principal, the holder of this position provides Academy leadership as Assistant Elementary School Principal and ensures excellence in teaching and student learning while promoting community support and maintaining efficiency in operation. This position supports the Academy's mission, vision, strategic plan, and School Improvement Plan and upholds a challenging and effective academy program, while maintaining compliance with all aspects of the state and federal law, Academy Board policies and procedures and compliance requirements of the Authorizer.

Responsibilities:

1. Primary Tasks

- Create an Academy culture that focuses on student achievement and staff development.
- Set high expectations and standards for the academic and social development of elementary school students and staff performance.

2. Curriculum Development, Supervision and Evaluation

- Possess knowledge and understanding of the written curriculum and ensure effective implementation that promotes student achievement of academic standards as outlined in the Charter Contract.
- Participate in and/or lead professional development activities.
- Provide opportunities and encouragement for staff to increase program expertise.
- Identify curricular and extra-curricular needs by analyzing current academic programs and student achievement
- Use student assessment data to identify problems and implement program improvements and/or pacing.
- Monitor the dissemination of student data to parents.

3. Student Assessment and Monitoring

- Emphasize student achievement as the primary outcome of instruction.
- Systematically assess and monitor student progress using objective and verifiable information.
- Work with staff to systematically identify and respond to at-risk students, making referrals to appropriate community agencies as necessary.
- Provide meaningful information to parents, Academy Board, and appropriate stakeholders.
- Maintain policies and practices for grading, reporting and promoting.
- Assist with identifying tutorial needs and services.

- Support the implementation of Response to Intervention and monitor its continued implementation.
4. Student and Staff Relations
- Model and facilitate positive human relations skills; effectively interact with others.
 - Solicit information from staff, students, parents and community in gauging the school climate.
 - Acknowledge efforts of students and staff. Promote the improvement of student and staff images.
 - Communicate high expectations for students and staff and provide appropriate motivation to reach standards.
 - Attend school-sponsored activities and special events.
 - Foster collegial relationships with and among staff.
5. Establishing an Effective Workplace
- Participate in interviewing and selection of school personnel
 - Assist and support new staff personnel
 - Ensure school-wide knowledge of Academy mission and vision.
 - Conduct scheduled staff meetings.
 - Minimize interruptions to the instructional process.
 - Maintain high visibility.
6. Staff Supervision and Personnel Evaluation
- Maintain accurate staff attendance records.
 - Request, monitor and support substitute teachers as needed.
 - Support and provide mentoring opportunities for novice and veteran teachers.
 - Identify and provide support for instructional and classroom management needs.
 - Assist with creating and implementing school-wide evaluation program and revise annually as needed.
 - Provide constructive feedback from informal observations and evaluations.
 - Demonstrate objectivity in personnel evaluation.
7. Communications and Community Relations
- Listen and respond appropriately and timely to staff, students, parents, and community concerns.
 - Communicate with superior written and oral communication skills.
 - Foster open communication with and among staff.
 - Develop communications that reflect, support and implement school board policies.
 - Collaborate with Principal and other Assistant Principals to share ideas, common issues and expertise.
 - Inform parents and the community about school activities and events through newsletters, press releases, parent meetings, etc.
 - Participate in the marketing of the Academy.
 - Serve as liaison to parents and facilitation of parent education and involvement, including discipline, dress code, homework and events.
 - Implement and follow policies and procedures for student dress code, discipline and other policies related to maintaining a positive school culture of learning and achievement.
8. Professional Development

- Keep abreast of changes and developments in the profession by attending professional meetings, reading professional journals and discussing matters of mutual interest with others in the field.
- Maintain knowledge of school law and keep abreast of educational developments
- Plan and implement individualized improvement programs as needed for staff, self-included.
- Effectively use the expertise of school personnel, including self, in providing professional development.
- Assist teachers with implementing objectives for themselves and their students.
- Provide opportunities for teachers to share and demonstrate successful practices.

9. Recordkeeping, Building and Financial Management

- Establish and maintain rules and procedures for student and staff safety, including fire, storm, tornado, and emergency evacuations and lock-downs.
- Promote an aesthetically pleasing environment.
- Ensure timely repair of school facilities and equipment.
- Anticipate future building and equipment needs and plan appropriately to remedy.
- Effectively cope with crises and emergency situations.
- Oversee, with the Business Manager, accurate maintenance and compliance of student, personnel, and fiscal records.
- Assist with budget preparation and expenditures monitoring.
- Ensure that required district reports are accurately and efficiently prepared and submitted.

10. Additional School-wide Responsibilities

- Participate in school committee meetings, including FASST, Child Study, school improvement, leadership team, curriculum, etc.
- Coordinate state and district assessments.
- Assist with student discipline and promote a positive environment.
- Monitor arrival and dismissal of all students.
- Provide back up support in all administrative areas.
- Contribute toward a safe environment for learning, including ensuring that student conduct is maintained and discipline is enforced fairly and consistently and updating, updating and implementing the required annual school safety report.
- Arrange and schedule outside programs to enhance, curriculum, assemblies, school spirit, etc.
- Participate in school-wide student recruitment efforts.
- Develop opportunities for parental involvement.
- Other duties as assigned by Superintendent, Academy Board, or Authorizer

Qualifications:

1. Education
 - Master's degree in education or related field
2. Experience
 - Minimum of three years successful teaching and/or administrative experience
3. Interpersonal Skills
 - Ability to professionally and effectively communicate with diverse staff, students, and parents
 - Easily approachable and accessible

- Ability to motivate, encourage and listen
- Possess effective decision making and problem solving skills

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

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|---|---|
| Position: | Behavioral Intervention Specialist |
| Reporting Relationship: | Dean of Students/Human Resource Experts, Inc. |
| Employment Type: | Administration/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Occasional Student, Staff and School Volunteers supervisor at the direction of the Principal or Assistant Principal.

Position Summary: The Assistant Dean of Students will work closely with the Dean of Students and the Elementary Assistant Principal to facilitate positive intervention with a focus on achievement and academic success for the students. He/she will also, to facilitate communication between home and school for parents, teachers, and administrative staff as well as to enhance interaction with the community.

Primary Tasks:

1. To work with Academy staff and to develop understanding of a variety of methods to promote success for all students.
2. To work with students, teachers, and parents on educational and performance that enables students to reach their academic goals.
3. To participate in developing the implementation of positive behavior plans.
4. Share a commitment to the success of the mission, goals, and objectives of the Academy.
5. Support and full participation in an Academy culture that focuses on student and adult learning.
6. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.

Essential Duties and Performance Standards:

1. Assist the Dean of Students, Principal, Assistant Principals, teachers, staff members and the administrative team in establishing and maintaining a safe and healthy learning environment.
2. Assist in the general supervision of students in the schoolyard and parking lot during drop off and dismissal hours and as applicable on transportation vehicles.
3. Assist in the supervision of students in the cafeteria during lunch hours as needed.
4. Be available at parent-teacher conferences and stakeholder meetings as determined by the Response to Intervention process and as directed by the Director of Special Education/or the Academy's leadership team.
5. Support academic programs, personal development and success plans.

6. Assist the Principal and staff members in insuring a positive, well-run and purposeful program that is responsive to the children's and parents' needs.
7. Maintain strict confidentiality.
8. Insure safety compliance for students, parents and visitors.
9. Be familiar with and support Academy administration in the effective implementation of the Academy's Emergency Response Plan, the Technology Plan and the School Improvement Plan.
10. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.
11. Assists with the facilitation of communication between home and school for parents, teachers, and administrative staff.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor's degree in related field, such as elementary education, content areas, counseling.
2. A minimum of three (3) years demonstrated work experience as a teacher, guidance counselor or specialize services educator.
3. Position holder will have knowledge of and sensitivity to the individual needs of parents and the individual and group needs of children.
4. Position holder must have the demonstrated ability to communicate effectively with students, parents, the Academy leadership team, staff members and possess some knowledge of children's physical, emotional and developmental patterns.
5. Position holder must have sufficient maturity and good judgment to function in a crisis situation.

Demonstrate the ability to:

1. Work side by side with teachers to assess students' needs and to improve student behavior.
2. Provide functional behavioral assessments.
3. Develop and facilitate the implementation of functional behavioral plans.
4. Provide home/school behavior intervention support models.
5. Provide staff development focusing on students with difficult behaviors and related topics.
6. Provide intervention for students with difficult behaviors and related topics.
7. Provide intervention for students with difficult behaviors with approval of the Director of Special Education.
8. Support teachers and paraprofessionals assign to students with challenging behaviors.
9. Support Dean of Students and/or Assistant Principals with discipline-related issues.
10. Communicate through superior written and oral communication skills.

Required Qualifications: To perform this job successfully, an individual must be able to

perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

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|---|-------------------------------|
| Position: | Business Manager |
| Reporting Relationship: | Principal/Board of Directors |
| Employment Type: | Administration/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for participating in the supervision and training of staff in a financial, human resource and food service capacity. Responsible for performing all supervisory responsibilities in accordance with applicable law, the Academy's Charter Contract, and outlined policies and procedures for the non-instructional staff. Responsible for the financial management of Academy operations, including budget forecasting, accounting, invoicing, purchasing, and general business functions.

Position Summary: To serve as the Business Manager of the Academy. To provide leadership that ensures excellence in business practices. Promoting community support and maintaining efficiency in operations. To insure compliance with all aspects of: local, state and federal law, Academy Board policies and procedures, and compliance requirements of the authorizer as they pertain to the business practices in the Academy.

Primary Tasks:

1. Provide support to the Superintendent in the development of a school culture that focuses on the implementation of strong business competencies and practices that promote quality in student and adult learning.
2. Set high expectations and standards for the non-instructional staff.
3. Demand solid business standards that ensure compliance with financial and administrative student achievement of academic standards as outlined in the Charter Contract.
4. Create an Academy business philosophy that values and supports continuous learning tied into student learning and other Academy goals.
5. Use multiple sources of data collection to analyze barriers to business support for the learning environment. Such areas of focus include, but are not limited to: purchasing processes, payables, technology requirement gathering for infrastructure support, and so forth.
6. Based on the data collected that pertains to the business practices, review information to access, identify, and apply business practice changes that promote quality for the Academy structure and environment that supports learning.

Essential Duties and Performance Standards:

1. Provide office and administrative leadership in areas of finance, vendor management, compliance, instructional technology, technology support and human resource management for non-instructional support.
2. Share responsibility for development and implementation of the Academy's technology plan and annual budget.
3. Use technology effectively for administrative support of the learning environment and

communication throughout the environment.

4. Contribute to the development of the Academy budget, analyze and control expenditures with an understanding of the relationship between the support required for the instructional program and the budgeting process; work with the Academy Board CPA to ensure that financial reports are completed and submitted to the Academy Board in a timely manner.
5. Organize the learning support environment by documenting and implementing business processes displaying executive level ability.
6. Thorough familiarity with accounting procedures. Proficiency in accounting and other software programs.
7. Resourcefulness in conducting business operations to facilitate and support the school mission.
8. Assist in preparing schedules, assigning staff, setting job performance standards, and evaluating food service, finance and human resource staff.
9. Use the knowledge of school, federal, and state law to assess the implications on Academy liability.
10. Assist the Superintendent in generating public support for the Academy's program.
11. Assist the Superintendent in developing and implementing marketing plans to attract students to the Academy.
12. Assist the Superintendent with non-instructional staff meetings, finance committees, vendors, purchasing, administrative committees, and attend other committees as needed.
13. Provide ethical leadership within the intellectual, cultural, economic, political and governmental community in which the Academy operates.
14. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

Bachelor degree in business administration, information systems, computer technology, institutional management, food service management, accounting, or related field, or bachelor's degree and equivalent training through practical business experience; master's degree in business or public administration is desirable.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Work on multiple projects and adhere to deadlines.
3. Respond to requests by the Academy Board, authorizer, and staff in a positive and timely manner
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, authorizer, vendors, and community.
7. Motivate and create a shared vision within the Academy community.

8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

| | |
|---|---|
| Position: | Coordinator of Federal Grant Programs |
| Reporting Relationship: | Director of Curriculum and Academic Achievement/ Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for students, volunteers and assigned staff

Position Summary: To provide leadership, supervision and assistance in the development, interpretation and evaluation of grant funded programs ensuring the availability of grant funding to support the Academy's mission.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of instructional staff, students, and own personal performance.
4. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
5. Provide opportunities for the school's stakeholders to be involved in student Academy success.
6. Inform, interpret and provide to the Director of Curriculum and Academic Achievement, information associated with all programs assigned.
7. Serves as the Academy's contact person for grants.
8. Meet with staff to discuss program needs, program implementation and program monitoring.
9. Prepare all reports and application renewals.
10. Comply with legal and regulatory requirements of the various agencies.
11. Assume final responsibility for the writing of all proposals and the filing of all applications.
12. Serve as the Academy's liaison with outside agencies to establish or administer grant programs in which the Academy/students are eligible to participate.
13. Other duties as assigned by the Director of curriculum and Academic Achievement.
14. Review the following reports for accuracy before submission: MSDS-General Collection Report, MSDS-UIC resolution report, Registry of Educational Personnel Report, Immunization Report (MCIR), Days and Clock Hours Report, SID Report, TSDL Report.
15. Provides assistance to the Manager of Data and Information Services on topics such as requirements concerning pupil enrollment, pupil records, student rights to privacy and due process.

Essential Duties and Performance Standards:

1. Coordinates the formulating, writing, and budgeting of Title I, Title II and 31a programs.
2. Identify Title I students through test scores and teacher recommendations.
3. Assist the Academy leadership in scheduling Paraprofessionals (or substitutes) who work with Title I students.
4. Identify At-Risk students through test scores, free lunch and other qualifying factors.

5. Complete and document all Title I paperwork including coordinating and tracking all student contact information and associated procedures.
6. Attend scheduled Title I meetings and trainings.
7. Performs the needed administrative tasks for effective implementation of the Title I programs.
8. Coordinates with Director of Curriculum and Academic Achievement in directing the work of the staff in carrying out the intent of the project.
9. Works with the Principal in planning and implementing the programs.
10. Identifies needs and plans with the Director of Curriculum and Academic Achievement for the pre-service and in-service sessions for the instructional staff.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Michigan Teaching Certification and/or Administrative Certification required.
2. At least five (5) years of successful teaching experience in the elementary/middle school, including experience with “at-risk” at both the primary and intermediate levels, and preferably successful administrative experience.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Research effectively, including internet research proficiency, working knowledge of computer applications, and educational software.
5. Make sound decisions within the parameters of authority.
6. Be courteous, professional, and tactful at all times.
7. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
8. Motivate and create a shared vision within the Academy community.
9. Be respected as an adult learner and as an individual.
10. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Counselor |
| Reporting Relationship: | Principal/Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Parent and Community Volunteers and as directed by the Director of Student, Family and Community Services, and/or Academy Administrators

Position Summary: To provide the Academy community, parents, students, and teachers with an exemplary, ongoing professional comprehensive counseling and academic guidance program that emphasizes prevention and early intervention services for all children in grades of the school; to consult with staff and provide opportunities for staff development; to consult with parents and provide opportunities for parent education; to provide support to other elementary programs and continually strive to improve the general school climate; to work cooperatively with other community resources to increase the likelihood that children receive appropriate services when their needs exceed the scope of a school-based program; and to perform other duties as required.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Set high expectations and standards for the achievement of students and own personal performance.
3. Offer resources, professional expertise, and coaching that supports student achievement of Academy's academic standards.
4. Support a school philosophy that values continuous learning for adults tied into student learning and other Academy goals.
5. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to the improvement of the behavior management program.
6. Individual and Small Group Counseling
 - Conduct structured, goal-oriented counseling sessions in systematic response to the identified needs of individuals or groups of children, including recurrent themes of coping with family issues, dealing effectively with interpersonal issues, becoming effective and responsible learners, and coping with personal issues.
 - Provide articulation between the elementary and middle school guidance programs and assist in orienting children making the transition.
7. Classroom Guidance
 - Plan and implement, in collaboration with teachers, developmentally appropriate guidance activities for all children within regular classrooms.
 - Design curriculum to prevent and/or reduce problems by assisting children to develop greater understanding of themselves and others and by fostering students' academic, personal, social and career development skills.
8. Working with Parents/Guardians
 - Offer workshops and parenting seminars that help parents to better understand their children, to develop positive parent/child/family relationships, and to discuss strategies for helping their children to reach their academic, personal, and social potential.



Human Resources Experts, Inc.

Your Human Resource Experts

- Provide consultation and short-term counseling in response to the specific needs of parents whose children are experiencing problems that interfere with their school success.
- 9. Staff Consultation and In-Service Training
 - Provide consultation to all personnel regarding specific students and general school issues in order to tailor the educational process to the individual and collective needs of children.
 - Provide opportunities for discussion groups and professional development workshops designed to facilitate the acquisition of identified skills, to create a caring and nurturing environment that stimulates interpersonal growth and learning, and to develop awareness of relevant multi-cultural issues.
- 10. Peer Facilitation
 - Organize and implement various peer programs, such as but not limited to, New Friends (welcome, acquaint and orient new students to the school), Peer Tutors, Peer Helpers.
- 11. Student and Family Referral
 - Consult and coordinate with in-district and community-based specialists and programs.
 - Assist children and their families in locating support services to meet their needs.
- 12. Planning and Evaluation
 - Involve staff and administration in establishing goals and planning counselor functions.
 - Conduct annual needs assessment related to students, parents and staff.
 - Evaluate the effectiveness of the counseling program.
- 13. Offer opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the successful implementation of the Academy's program and for the achievement of students.
2. Develop or refine the student support system.
3. Assume responsibility for coordinating, monitoring, and reporting student interventions.
4. Serve as resource specialist for teachers and parents regarding any counseling needs.
5. Work with students, parents, and staff in a compassionate and productive manner.
6. Assist teachers in effective planning, organization, and implementation of strategies for optimum behavior management.
7. Work to support the Director of Student, Family, Community Services and serve as liaison to Academy staff and outside resources, maintaining consistency and continuity in the Academy's response procedures.
8. Work with the gifted and special education staff for initial student assessment and participate on the student assistance, individualized education plan, and gifted education planning teams as appropriate.
9. Work with secondary schools and higher education institutions as well as scholarship organizations to provide educational advancement opportunities for students. Work with students, teachers and school administrators to determine how best to prepare students and parents for opportunities.
10. Conduct social/emotional assessments as required by federal and state law.
11. Utilize excellent research and communication skills, including internet research, MS Word, and educational software to support the behavior program.
12. Guide the teacher learning process toward working with student behavior and classroom management in order to better implement the personal learning plans of students.
13. Identify and develop creative intervention methods and procedures to adapt effectively to unusual situations.



Human Resources Experts, Inc.

Your Human Resource Experts

14. Organize resources effectively to support student learning in the classroom, the Academy, and the community.
15. Demonstrate exceptional counseling techniques including documentation and student tracking as required by federal and state law.
16. Work cooperatively with parents and generate parents' confidence in the teacher and the Academy community at large.
17. Demonstrate genuine concern for students and teachers in a climate characterized by high personal and student expectations.
18. Promote good citizenship through actions as a positive role model.
19. Provide a school culture based on the principles of firm, fair, and consistent practices, respect for individual students, and development of responsible citizenship.
20. Participate in the development of policies and regulations that affect student development and conditions for success.
21. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
22. Conduct one's self according to professional, ethical principles.
23. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and School Improvement Plan.
24. Keep the Director informed of all relevant information.
25. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
26. Display pride in being a member of the Academy leadership team. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor's degree in education, guidance and counseling, with valid state certification, and demonstrated competence as a school-based academic/guidance counselor. Must demonstrate mastery of all areas of counseling responsibility and be computer literate. Must demonstrate a strong understanding of local, regional, state, and federal resources that support families, students, and school institutions while addressing academic, career, and personal/social development for students.
2. Graduate degree in counseling, or related field, preferred.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Work on multiple projects and adhere to deadlines.
3. Support Director of Student, Family, Community Services and Principal with program/project planning and management related issues.
4. Respond to requests by the Academy Board, Authorizer, and parents in a positive and timely manner.
5. Make sound decisions within the parameters of authority.
6. Be courteous, professional, and tactful at all times.
7. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
8. Motivate and create a shared vision within the Academy community.



Human Resources Experts, Inc.

Your Human Resource Experts

9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.
10. Communicate through superior written and oral communication skills.
11. Exhibit a high caliber of expertise in counseling and student and family support.
12. Make sound decisions within the parameters of authority.
13. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, authorize and community.
14. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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|---|--|
| Position: | Curriculum Coach |
| Reporting Relationship: | Director of Curriculum and Academic Achievement/ Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: As directed by the Director of Curriculum and Academic Achievement.

Position Summary: To oversee Curriculum alignment and pacing, lesson plan development, professional learning communities, library and media support services, before and after school programs, compensatory education tracking and service delivery through Title I and At Risk funding, teacher coordination, and related achievement services.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of instructional staff, students, and own personal performance.
4. Offer content and instruction that ensures student achievement of the Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to assess, identify, and track and aggregate the data for focused application on instructional improvement.
7. Provide opportunities for the school's stakeholders to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the successful implementation of the Academy program and for the achievement of students.
2. Assume responsibility for coordinating and reporting monthly Teacher feedback surveys on the Academy Curriculum to the regional Program Facilitator.
3. Serve as resource specialist for the multimedia center and hands-on history.
4. Create multimedia displays for each learning unit.
5. Guide the teachers' learning process towards achievement of curriculum goals and implementation of personal learning plans of students.
6. Assume responsibility for parent education at learning environment programs. Provide the script for transitions between student performances to include the narrative historical context and a review of what the students have learned during the time period studied.
7. Lead Teachers in effective collection, analysis and application of data to positively impact instruction.



Human Resources Experts, Inc.

Your Human Resource Experts

8. Meet monthly with the Principal to discuss progress reports.
9. Perform year-end evaluation of student and overall program success.
10. Participate in the year-end administrator/consultant conference to evaluate and plan program and material needs for the upcoming school year.
11. Identify Title One students through test scores and teacher recommendations.
12. Assist the Academy leadership in scheduling Paraprofessionals (or substitutes) who work with Title One students.
13. Identify At-Risk students through test scores, free lunch, and other qualifying factors.
14. Complete and document all Title One paperwork including coordinating and tracking all student contact information and associated procedures.
15. Attend scheduled Title One meetings and trainings.
16. Participate in selection appropriate, approved materials for implementation of the Academy Curriculum and guide teachers in adapting materials and methods across the curriculum to the learning styles and abilities of individual students.
17. Work cooperatively with parents to generate parents' confidence in the teacher and instructional program.
18. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
19. Promote good citizenship through actions as role model, displaying personal qualities that reflect favorably upon the individual, the group, and the Academy.
20. Provide an Academy culture based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
21. Participate in the development of policies and regulations that affect instruction and conditions for success.
22. Identify and participate in professional development opportunities.
23. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
24. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
25. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
26. Share responsibility for marketing the Academy in the community.
27. Display pride in being a member of the Academy leadership team.
28. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and the School Improvement Plan.
29. In particular guide the team and the work in development of the School Improvement Plan, participating competently in the organization, planning, collecting evidence, and reporting to the appropriate agencies.
30. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education, social sciences, or humanities, master's degree preferred.



Human Resources Experts, Inc.

Your Human Resource Experts

2. Demonstrated competence as a researcher, teacher, social science and humanities teacher, media resource specialist, and teacher trainer.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Research effectively, including internet research proficiency, working knowledge of computer applications, and educational software.
5. Map and implement curriculum.
6. Make sound decisions within the parameters of authority.
7. Be courteous, professional, and tactful at all times.
8. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
9. Motivate and create a shared vision within the Academy community.
10. Be respected as an adult learner and as an individual.
11. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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Human Resources Experts, Inc.

Your Human Resource Experts

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

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| Position: | Dean of Students |
| Reporting Relationship: | Assistant Principals/Human Resource Experts, Inc. |
| Employment Type: | Administration/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Assistant to the Dean of Students and occasional Students/Staff and School Volunteers supervisor at the direction of the Principal or Assistant Principal.

Position Summary: The Dean of Students will work closely with the Assistant Principal to facilitate positive intervention with a focus on achievement and academic success for the students. He/she will also, to facilitate communication between home and school for parents, teachers, and administrative staff as well as to enhance interaction with the community.

Primary Tasks:

1. To work with Academy staff and to develop understanding of a variety of methods to promote success for all students.
2. To work with students, teachers, and parents on educational and performance that enables students to reach their academic goals.
3. To participate in developing the implementation of positive behavior plans.
4. Share a commitment to the success of the mission, goals, and objectives of the academy.
5. Support and fully participate in an Academy culture that focuses on student and adult learning.
6. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.

Essential Duties and Performance Standards:

1. Assist the Principal, teachers, staff members and the administrative team in establishing and maintaining a safe and health learning environment.
2. Assist in the general supervision of students in the schoolyard and parking lot during drop off and dismissal hours and as applicable on transportation vehicles.
3. Assist in the supervision of students in the cafeteria during lunch hours as needed.
4. Be available at parent-teacher conferences and stakeholder meetings as determined by the Response to Intervention process and as directed by the Director of Special Education/or the Academy's leadership team.
5. Support academic programs, personal development and success plans.
6. Assist the Principal and staff members in insuring a positive, well-run and purposeful program that is responsive to the children's and parents' needs.



Human Resources Experts 516, Inc.

Your Human Resource Experts

7. Maintain strict confidentiality.
8. Insure safety compliance for students, parents and visitors.
9. Be familiar with and support the Academy administration in the effective implementation of the Academy's Emergency Response Plan, the Technology Plan and the School Improvement Plan.
10. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.
11. Facilitates communication between home and school for parents, teachers, and administrative staff.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor's degree in related field, such as elementary education, content areas, counseling.
2. A minimum of three (3) years demonstrated work experience as a teacher, guidance counselor or specialize services educator.
3. Position holder will have knowledge of and sensitivity to the individual needs of parents and the individual and group needs of children.
4. Position holder must have the demonstrated ability to communicate effectively with students, parents, the Academy leadership team, staff members and possess some knowledge of children's physical, emotional and developmental patterns.
5. Position holder must have sufficient maturity and good judgment to function in a crisis situation.

Demonstrate the ability to:

1. Work side by side with teachers to assess students' needs and to improve student behavior.
2. Provide functional behavioral assessments.
3. Develop and facilitate the implementation of functional behavioral plans.
4. Provide home/school behavior intervention support models.
5. Provide staff development focusing on students with difficult behaviors and related topics.
6. Provide intervention for students with difficult behaviors and related topics.
7. Provide intervention for students with difficult behaviors with approval of the Director of Special Education.
8. Support teachers and paraprofessionals assign to students with challenging behaviors.
9. Support Assistant Principals with discipline-related issues.
10. Communicate through superior written and oral communication skills.



Human Resources Experts 516, Inc.

Your Human Resource Experts

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

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| Position: | Director of Academy Honors |
| Reporting Relationship: | Principal/Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the supervision and training all aspects of the Academic Honors program. Responsible for performing all supervisory responsibilities in accordance with applicable laws, the Academy's Charter Contract and outlined policies and procedures.

Position Summary: The Director of Academy Honors will work closely with the Principal to assist with overseeing and developing academic programs and course offerings through the program; contributes to the development and teaching of academic courses, workshops, research opportunities, internships, and scholarship opportunities; maintain student and programmatic records; supervises the academic advising unit.

Primary Tasks:

1. Assists with developing and overseeing programs for Honors and Presidential Scholar students, including honors classes, internships, research opportunities, co-curricular programming, and scholarships; writes reports; serves on committees.
2. Supervises staff, graduate assistants, and student staff; trains and manages the academic and scholarship advisors for the department; provides oversight for the student groups and organizations, in partnership with other staff.
3. Assists with overseeing program admission procedures; recruits students for the Honors Program; represents the Honors Program at events; reviews applications and selects Honors students.
4. Ensures accuracy of students' records and program data; audits student records for program requirements; maintains academic course and co-curricular records.
5. Provides administrative support for the business functions including budget management and developing budget priorities.

Essential Duties and Performance Standards:

1. Participates in the development and implementation of a variety of honor student development programs and classroom visits for the purpose of attracting and maintaining students and/or potential students including special population assigned or to provide information related to the department's function and services.



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2. Coordinates a variety of departmental activities, requisition relevant resources, plan and implement special projects, and/or organize and maintain department records and resources.
3. Responsible for leading a comprehensive honors program designed to provide honor students with an enriched and challenging academic community of learners.
4. Responsible for the day to day operation of the honors program, honors courses, co-curricular learning experiences and any other activities necessary to achieve program objectives.
5. Responsible for coordinating various functions of the honors program such as, but not limited to student recruitment, faculty recruitment and orientation, academic advising, registration, new student orientation, student recognition ceremonies, tracking of academic progress, transfer assistance and other related student services.
6. Actively recruits, enrolls and orients students for the honors program. Coordinates and provides various student services and support functions to retain honor students.
7. Schedules courses, invites faculty members to teach and provide professional development opportunities for instructors.
8. Develops and maintains recordkeeping systems; ensures completion of mandated reports in compliance with all requirements. Maintains data and produces statistical reports related to functions and maintains records of student population served, achievements and activities.
9. Establishes and maintains partnerships with community business/organizations and other entities to leverage resources to support the honors program.
10. Accept responsibility for the successful implementation of the Academy program and for the achievement of students.
11. Guide the teachers' learning process towards achievement of curriculum goals and implementation of personal learning plans of students.
12. Meet with the Principal to discuss progress reports.
13. Perform year-end evaluation of honor students and overall program success.
14. Participate in the year-end administrator/consultant conference to evaluate and plan program and material needs for the upcoming school year.
15. Participate in selection appropriate, approved materials for implementation of the Academy Curriculum and guide teachers in adapting materials and methods across the curriculum to the learning styles and abilities of individual students.
16. Work cooperatively with parents to generate parents' confidence in the teacher and instructional program.
17. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
18. Promote good citizenship through actions as role model, displaying personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Provide an Academy culture based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
20. Participate in the development of policies and regulations that affect instruction and conditions for success.



Human Resources Experts 516, Inc.

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21. Identify and participate in professional development opportunities.
22. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
23. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
24. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
25. Share responsibility for marketing the Academy in the community.
26. Display pride in being a member of the Academy leadership team.
27. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and the School Improvement Plan.
28. In particular guide the team and the work in development of the School Improvement Plan, participating competently in the organization, planning, collecting evidence, and reporting to the appropriate agencies.
29. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Teaching certificate or administrative certificate, Master's Degree preferred.
2. Demonstrated competence as a researcher, teacher, social science and humanities teacher, media resource specialist, and teacher trainer.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.

Demonstrate the ability to:

1. Communicate through written and oral communication skills.
2. Communicate through superior written and oral communication skills.
3. Exhibit a high caliber of expertise in subject matter.
4. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
5. Research effectively, including internet research proficiency, working knowledge of computer applications, and educational software.
6. Map and implement curriculum.
7. Make sound decisions within the parameters of authority.
8. Be courteous, professional, and tactful at all times.
9. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
10. Motivate and create a shared vision within the Academy community.
11. Be respected as an adult learner and as an individual.
12. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.



Human Resources Experts 516, Inc.

Your Human Resource Experts

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

Human Resources Experts 0624, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Director of Curriculum and Academic Achievement |
| Reporting Relationship: | Principal/ Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the supervision and training of all Curriculum Coaches and Paraprofessionals. Responsible for performing all supervisory responsibilities in accordance with applicable laws, the Academy's Charter Contract and outlined policies and procedures. The Director of Curriculum and Academic Achievement is responsible for the all aspects of the curriculum.

Position Summary: To oversee Curriculum alignment and pacing, lesson plan development, professional learning communities, before and after school programs, compensatory education tracking and service delivery through Title I and At Risk funding, Lead Teacher coordination, and related achievement services.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of instructional staff, students, and own personal performance.
4. Offer content and instruction that ensures student achievement of the Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to assess, identify, and track and aggregate the data for focused application on instructional improvement.
7. Provide opportunities for the school's stakeholders to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the successful implementation of the Academy program and for the achievement of students.
2. Guide the teachers' learning process towards achievement of curriculum goals and implementation of personal learning plans of students.
3. Assume responsibility for parent education and learning environment programs. **Lead Teachers in effective collection, analysis and application of data to positively impact instruction.**
4. Meet with the Principal to discuss progress reports.
5. Perform year-end evaluation of students and overall program success.
6. Participate in the year-end administrator/consultant conference to evaluate and plan program and material needs for the upcoming school year.

Human Resources Experts 0624, Inc.

Your Human Resource Experts

7. Participate in selection appropriate, approved materials for implementation of the Academy Curriculum and guide teachers in adapting materials and methods across the curriculum to the learning styles and abilities of individual students.
8. Work cooperatively with parents to generate parents' confidence in the teacher and instructional program.
9. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
10. Promote good citizenship through actions as role model, displaying personal qualities that reflect favorably upon the individual, the group, and the Academy.
11. Provide an Academy culture based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
12. Participate in the development of policies and regulations that affect instruction and conditions for success.
13. Identify and participate in professional development opportunities.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display pride in being a member of the Academy leadership team.
19. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and the School Improvement Plan.
20. In particular guide the team and the work in development of the School Improvement Plan, participating competently in the organization, planning, collecting evidence, and reporting to the appropriate agencies.
21. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Teaching certificate or administrative certificate, Master's Degree preferred.
2. Demonstrated competence as a researcher, teacher, social science and humanities teacher, media resource specialist, and teacher trainer.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.

Demonstrate the ability to:

1. Communicate through written and oral communication skills.
2. Communicate through superior written and oral communication skills.
3. Exhibit a high caliber of expertise in subject matter.
4. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.

Human Resources Experts 0624, Inc.

Your Human Resource Experts

5. Research effectively, including internet research proficiency, working knowledge of computer applications, and educational software.
6. Map and implement curriculum.
7. Make sound decisions within the parameters of authority.
8. Be courteous, professional, and tactful at all times.
9. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
10. Motivate and create a shared vision within the Academy community.
11. Be respected as an adult learner and as an individual.
12. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

| | |
|---|--|
| Position: | Director of Special Education |
| Reporting Relationship: | Principal/Human Resource Experts, Inc. |
| Employment Type: | Administration/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the supervision of Special Education teachers, psychologists, social workers, psychologists, and speech language therapists, Special Education Paraprofessionals as well as oversight of all special education contractors.

Position Summary: To oversee provision of differentiated instruction to students with exceptional educational needs, including gifted and special education students. To oversee development and implementation of Individual Education Plans for Special Education students and Individualized Goal Plans for gifted students. The Director of Special Education will support instructional staff in implementation of RTI, Positive Behavior Support, and related programs. To provide training and support to instructional staff, in identifying and responding to special education needs of students. The Director of Special Education will also oversee provision of intervention services including social work, psychology, speech and occupational therapy.

Primary Tasks:

1. Promote an Academy culture that supports diverse learning needs and goals of students.
2. Set high expectations and standards for all students.
3. Demand content and instruction that ensures student achievement of academic standards as outlined in the Charter Contract for all students, including gifted and special education.
4. Create an Academy philosophy that promotes inclusion and respect for special education students.
5. Use multiple sources of data collection to analyze barriers to achievement and to assess, identify, and apply to instructional improvement.
6. Actively engage all members of the school community to build awareness of gifted and special education needs, issues, and concerns.

Essential Duties and Performance Standards:

1. Oversee identification, tracking and servicing of Special Education Students.
2. Maintain demographic and testing data.
3. Set job performance standards and evaluate special education staff and contractors.
4. Coordinate professional learning community focus on needs of students with learning, attention, and behavioral problems.
5. Oversee and insure meaningful parental involvement in the Academy and their child's learning.
6. Coordinate professional development related to gifted and special education students.
7. Oversee planning and purchasing of special education curricula and equipment.

8. Oversee reporting to various funding sources.
9. Demonstrate knowledge of and comply with local, state and federal regulations governing special education, including placements, timelines, notifications, IEP's, parental roles, reevaluations, and procedural safeguards.
10. Coordinate targeted programs and activities for gifted students.
11. Contribute to the development of the Gifted and Special Education budget.
12. Analyze and control expenditures with an understanding of the relationship between the instructional program and the budgeting process.
13. Participate in proposals for grants.
14. Participate in Academy's improvement plan, annual report, annual school calendar, and assist in their submission to the Academy Board in a timely manner. Oversee the filing of all required reports with local, state, and federal education agencies, Academy Board, and authorizer.
15. Work with the appropriate staff to develop schedules and staff assignments, and to insure the effective and efficient use of time to protect academic subject blocks from disruptions.
16. Use multiple sources of data collection including standardized tests, portfolios, observations, conferences, and grades to assess student performance and to plan instruction.
17. Use technology effectively for administrative, instructional, and communication functions.
18. Attend local, state, and national events as much as possible, and participate in local and state Principal associations and the Michigan Association of Public School Academies (MAPSA).
19. Be familiar with school law, including the implications on the educational program and on liability.
20. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Master's degree in education, social work, psychology, speech therapy, or related field.
2. A minimum of three years demonstrated work experience providing services to Special Education students.
3. Meet professional development requirements prescribed by rule promulgated by the State of Michigan.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Work on multiple projects and adhere to deadlines.
3. Respond to requests by the Academy Board, Authorizer, and parents in a positive and timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Early Childhood Teacher – Special Education |
| Reporting Relationship: | Director of Special Education/Human Resources Experts |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as an Early Childhood Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Greets each child in a warm and friendly manner.
2. Interacts with the children and encourages their involvement in activities.
3. Provides a warm, safe, and caring environment that is kept orderly, clean, and appealing; allowing the child to grow.
4. Plans, prepares, and implements daily activities as they relate to the curriculum.
5. Responsible for the health, welfare, and safety of the children.
6. Maintains daily attendance records.
7. Maintains ongoing developmental records for each child, including keeping records of all developing skills (physical, social, emotional, and cognitive).
8. Maintains good communication with parents on a daily basis.
9. Works with other staff members to form a positive, supportive team atmosphere.
10. Ensures confidentiality of privileged information.
11. Maintains adherence to all policies and procedures.
12. Performs additional duties as assigned.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.



Human Resources Experts, Inc.

Your Human Resource Experts

Required Education/Skills:

1. The Early Childhood Teacher must have a Teaching Certificate with a ZA Endorsement and Special Education (LD, CI, or EI Endorsement).
2. Ability to effectively interact and relate to children in a developmentally appropriate manner.
3. Must be sensitive to individual children's differences and needs and be willing to adjust the curriculum to meet those individual needs.
4. Must be motivated to learn and grow in an educational environment; and be willing to continually increase knowledge in the field of Early Childhood Education.
5. Must be a highly qualified teacher with a ZA endorsement.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Human Resources Experts, Inc.

Your Human Resource Experts

Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Early Childhood Teacher Assistant |
| Reporting Relationship: | Director of Curriculum and Academic Achievement/Assistant Principal/ Human Resources Experts |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as an Early Childhood Teacher Assistant for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Support designated programs in cooperation with lead teacher.
2. Keep daily/weekly records on student progress and assist in keeping objectives updated.
3. Counsel with lead teacher before sending communications home or elsewhere and inform the lead teacher of notes or phone calls received regarding his/her students.
4. Prepare schedules and materials for week's activities as required by lead teacher.
5. Participate in parent conferences as needed and assist in preparing and coordinating progress reports.
6. Be responsible for the well-being and safety of those students assigned to his/her care and take care of their bodily needs as required.
7. Work with supportive personnel in carrying out special program requirements.
8. Be responsible for classroom inventories and materials.
9. Supervise classroom work of volunteers assigned to his/her group.

Performance Standards: Perform various assigned responsibilities, as allowed by state and



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federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Two years of experience working with students.
2. Good health and regular attendance.
3. Be able to work effectively with professional staff.
4. Has completed at least two years of study at an institution of higher education.
5. An Associate's Degree in early childhood, preschool education or child development, or a total of at least 120 clock-hours of documented, formal child care education offered by approved training organizations and approved by MDE or has two years from the date of hire to complete appropriate training, but must have completed at least one formal course in child development when hired.
6. Knowledge of and the ability to assist in instructing reading readiness, writing readiness, and mathematics readiness as appropriate.
7. Exemplary attendance pattern.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.



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Your Human Resource Experts

An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Early Childhood Teacher |
| Reporting Relationship: | Assistant Principal/Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as an Early Childhood Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Greets each child in a warm and friendly manner.
2. Interacts with the children and encourages their involvement in activities.
3. Provides a warm, safe, and caring environment that is kept orderly, clean, and appealing; allowing the child to grow.
4. Plans, prepares, and implements daily activities as they relate to the curriculum.
5. Responsible for the health, welfare, and safety of the children.
6. Maintains daily attendance records.
7. Maintains ongoing developmental records for each child, including keeping records of all developing skills (physical, social, emotional, and cognitive).
8. Maintains good communication with parents on a daily basis.
9. Works with other staff members to form a positive, supportive team atmosphere.
10. Ensures confidentiality of privileged information.
11. Maintains adherence to all policies and procedures.
12. Performs additional duties as assigned.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:



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Your Human Resource Experts

1. The Early Childhood Teacher must have a Teaching Certificate with a ZA Endorsement. Ability to effectively interact and relate to children in a developmentally appropriate manner.
2. Must be sensitive to individual children's differences and needs and be willing to adjust the curriculum to meet those individual needs.
3. Must be motivated to learn and grow in an educational environment; and be willing to continually increase knowledge in the field of Early Childhood Education.
4. Must be a highly qualified teacher with a ZA endorsement.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Human Resources Experts 516, Inc.

Your Human Resource Experts

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | English as a Second Language Teacher |
| Reporting Relationship: | Assistant Principal/Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as the English as a Second Language Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

The English as a Second Language Teacher assumes professional responsibility for providing learning experiences in ESL classes, Sheltered instruction in all subjects according to certificate level, Sheltered instruction for credit in areas of specialty endorsement (e.g., classes for social studies credit would be taught by a teacher endorsed in both social studies and ESL.)

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.



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6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.



Human Resources Experts 516, Inc.

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Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

| | |
|---|--|
| Position: | Executive Administrative Assistant |
| Reporting Relationship: | Board of Directors/Principal/Human Resources Experts, Inc. |
| Employment Type: | Administrative/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Administrative Assistant's, Secretarial and Clerical Support Personnel.

Position Summary: To provide secretarial and administrative support to the Board of Directors, Principal, Assistant Principals to manage all administrative functions. Provide excellent organization for student, vendors and correspondence files while complying with all corporate, local, state and federal guidelines and procedures.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. To demonstrate and set high expectations and standards for the Academy's office support staff.
4. Support the Principal by offering organizational and technical assistance that ensures compliance with all corporate, local, state and federal guidelines and procedures.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Support the use of multiple sources of data collection to analyze barriers to student achievement and to assess, identify and apply to instructional improvement.
7. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the organization of all office documents.
2. Order and manage all office supplies.
3. Guide and manage the direction of office support personnel.
4. Implement effective project planning and organizational skills in the management of all office procedures.
5. Provide continuous support to the Principal and all Academy staff, keeping the Principal informed of all necessary information including customer and staff complaints and incidents, staff scheduled and unscheduled time off, etc.
6. Ensure all incoming calls are answered and directed in a timely manner.
7. Coordinate the reception of all visitors to the Academy building.
8. Collect information and prepare reports and correspondence as required by supervisor.
9. Sort and distribute mail.
10. Copy and distribute materials as required by the supervisor.

11. Adhere to the policies and procedures related to the maintenance of all office records and student files.
12. Track documentation as required for student files, parent contact, visitors, incident and accident reporting and employee tardiness and absences.
13. Maintain good parent relations and communication through a positive manner and professional image.
14. Utilize all features of computer programs necessary for completing the Academy reporting procedures.
15. Work effectively with parents and staff and generate parent's confidence in the Academy and Principal.
16. Be consistent and reliable in arrival and attendance, an essential function to assure the proper operation of the Academy.
17. Display personal qualities that reflect a positive manner and professional image that favorably represents the individual, the group and the Academy.
18. Promote good citizenship through actions as a role model.
19. Ensure that the front office and reception area reflect a comfortable, welcoming and professional image. Monitor public areas to ensure that they are kept organized, clean, neat and attractive at all times.
20. Participate in the development of policies and procedures that affect the effective management of the office and office procedures.
21. Use technology with exemplary efficiency for record keeping, administrative tasks and communication.
22. Share responsibility for professional, cooperative staff relations and for activities important to the operation of the Academy.
23. Conduct one-self according to professional, ethical principles, continuously striving to improve office methods, clerical techniques and interpersonal relationships.
24. Accept responsibility for marketing the Academy in the community.
25. Display pride in being a member of the Academy team.
26. Be familiar with and support Academy administration in the effective implementation of the Academy's Emergency Response Plan.
27. Adhere to all procedures and policies as outlined in the Employee Manual.
28. Responsible for posting all scheduled Board Meetings.
29. Responsible for the organization of the Board packets.
30. Responsible for creating the Board agenda.
31. Responsible for recording the Board minutes and approval preparation.
32. Other duties as assigned by the Board of Directors and Administration.

Performance Standards: Perform all assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Associate's Degree in secretarial sciences, business or related field is required.
2. Three or more years of experience in office administration and management is also required.
3. Must demonstrate a proficiency in Word, Excel and Outlook programs. Must have a strong capacity to understand and implement new computer programs along with excellent organizational skills.
4. Experience in school office administration, management and bookkeeping is preferred.
5. High school diploma and two additional years of experience may be substituted for the Associate's Degree requirement.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Consistently utilize all features of the computer programs necessary for completing Academy reporting procedures.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, visitors, Authorizer and community.
6. Motivate and create a shared vision within the Academy community.
7. Be respected as an adult learner and as an individual.
8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

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|---|--|
| Position: | Family and Student Support Coordinator |
| Reporting Relationship: | Principal/Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Occasional Student/Staff and School Volunteers supervisor at the direction of the Principal.

Position Summary: The Student Support Specialist will work closely with the Principal to facilitate positive intervention with a focus on achievement and academic success for the students. Student Support Specialist will facilitate communication between home and school for parents, teachers, and administrative staff as well as to enhance interaction with the community.

Primary Tasks:

1. To work with Academy staff and to develop understanding of a variety of methods to promote success for all students.
2. To work with students, teachers, and parents on educational and performance that enables students to reach academic goals.
3. To develop and facilitate the implementation of positive behavior plans.
4. Share a commitment to the success of the mission, goals, and objectives of the Academy.
5. Support and fully participate in an Academy culture that focuses on student and adult learning.
6. Set high expectations and standards for one's own personal performance.
7. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.

Essential Duties and Performance Standards:

1. Assist the Principal, the Director of Student, Family and Community Services, teachers, staff members, and the administrative team in establishing and maintaining a safe and healthy learning environment.
2. Assist in the general supervision of students in the schoolyard and parking lot during drop-off and dismissal hours and as applicable on transportation vehicles.
3. Conduct home visits as directed by the Director of Student, Family and Community Services and the Academy's leadership team.
4. Assist in the supervision of students in the cafeteria during lunch hour as needed.
5. Be available at parent-teacher conferences and stakeholder meetings as determined by the Response to Intervention process and as directed by the Director of Student, Family and Community Services and/or the Academy's leadership team.
6. Facilitate and support student and parent/family recruitment and retention via innovative marketing and relationship development.
7. Establish and/or enable the student and Academy community interaction and relationships.
8. Support academic programs, personal development and success plans.

9. Assist the Principal and staff members in insuring a positive, well-run, and purposeful program that is responsive to the children's and parents' needs.
10. Maintain strict confidentiality.
11. Insure safety compliance for students, parents, and visitors.
12. Keep the Director of Student, Family and Community Services informed of all relevant information.
13. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and the School Improvement Plan.
14. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor's degree preferred in related field, such as elementary education, content areas, counseling.
2. A minimum of three years demonstrated work experience as a teacher, guidance counselor, or specialized services educator.
3. Must demonstrate competency in all areas of content responsibility, specialized service, and be computer literate.
4. Position holder will have knowledge of and sensitivity to the individual needs of parents and the individual and group needs of children.
5. Position holder must have the demonstrated ability to communicate effectively with students, parents, the Academy leadership team, staff members, and possess some knowledge of children's physical, emotional, and developmental patterns.
6. Position holder must have sufficient maturity and good judgment to function in a crisis situation.

Demonstrate the ability to:

1. Work side-by-side with Teachers to assess students' needs and to improve student behavior.
2. Provide functional behavioral assessments.
3. Develop and facilitate the implementation of functional behavior plans.
4. Facilitate the development of behavior modification plans.
5. Provide home/school behavior intervention support models.
6. Provide staff development focusing on students with difficult behaviors and related topics.
7. Provide intervention for students with difficult behaviors with approval of the Administrator of Special Education.
8. Support Teachers and Paraprofessionals assigned to students with challenging behaviors.
9. Support Principals with discipline related issues.
10. Support the Student, Family and Community Services team and leadership with program/project planning and management related issues.
11. Communicate through superior written and oral communication skills.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Name: _____

Employee Signature: _____

Date: _____

Human Resources Signature: _____ Date: _____



Human Resources Experts, Inc.

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|---|--|
| Position: | Financial Operations Specialist |
| Reporting Relationship: | Principal/Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for students, volunteers, and assigned staff

Position Summary: To serve as the Financial Operations Specialist of the Academy. To ensure compliance with all aspects of local, state and federal laws, Academy Board policies and procedures and compliance requirements of the authorizer as they pertain to the business practices in the Academy

Primary Tasks:

1. Provide support to the Business Manager in the area of finance which includes accounts payable, cash collections, account receivable and procurement.
2. Use multiple sources of data collection to analyze barriers to business support for the learning environment. Such areas of focus include, but are not limited to:
 - a. Purchasing process
 - b. Payables
 - c. Cash management
 - d. Vendor relations
3. Based on the data collected that pertains to the business practices, review information to access, identify and apply business practice changes that promote quality for the Academy structure and environment that supports learning.

Essential Duties and Performance Standards:

1. Provide instruction and guidance for processing orders for the academy through check requests and purchase requisition forms
2. Process all approved orders for the academy in a timely manner through the use of credit accounts and purchase orders
3. Audits invoices against purchase orders, researches discrepancies, and approves for payment
4. Investigates problems that vendors or purchasing agents have with obtaining payment for bills
5. Verify that all purchases are made within budgetary constraints
6. Facilitate the receiving of all orders and the distribution of items ordered to the requestor
7. Solicit competitive bids from vendors for new acquisitions of supplies and equipment
8. Establish relationships with new vendors and lines of credit
9. Monitor asset inventory to ensure proper use of supplies, materials, and equipment
10. Ensure that school-wide cash management policies are being implemented
11. Reconcile cash payments for the School Lunch and Agency programs
12. Prepare supporting documentation for bank deposits
13. Accurately track state and federal title grant expenditures for proper reimbursement
14. Assists business office personnel for the purpose of supporting them in the completion of their fiscal responsibilities



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15. Assist with accounts payable/receivable departments
16. Verify time reported is accurate and approved prior to payroll processing
17. Obtain and verify supporting documentation for modifications in employee status and rates of pay
18. Ensuring that facility operations/maintenance is running efficiently
19. Assist and prepare documentation for annual financial audit
20. Interface with staff in program and policy formulation

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Associate's degree or greater in business administration, finance, accounting or related field.
2. Knowledgeable in Microsoft Office
3. Demonstrated knowledge in accounting and financial systems.

Demonstrate the ability to:

1. Communicate through written and oral communication skills.
2. Maintain an organized work environment.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Display a professional appearance.
7. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
8. Support the shared vision of the Academy community.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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activity and in employment, further the Dr. Joseph F. Pollack Academic Center of Excellence Board of Directors strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

Position: Food Service Aide
Reporting Relationship: Food Service Manager/Human Resource Experts, Inc.
Employment Type: Non-Professional/At-Will/Non-Exempt
Name of Employer: Human Resource Experts 0624, Inc.
Length of Assignment: 10 Months
Criminal Background Check Requirement: Yes

Supervisory Responsibilities: Responsible for students, volunteers and assigned staff

Position Summary: To provide aide to the students and the Food Service Coordinator for the Academy. To insure the Academy's food service program delivered to the Academy community in compliance with state and local regulations regarding the commercial preparation and distribution of food. To provide excellent delivery of meals as well as maintenance of food and service equipment as required and vendor files while complying with all corporate, local, state, and federal guidelines and procedures.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Set high expectations and standards for the food service provided to the Academy.
3. Support the Food Service Coordinator, Director of Operations and Principal by offering organizational assistance that ensures compliance with all corporate, local, state, and federal guidelines and procedures.
4. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Support the compliance with state and local regulations regarding the commercial preparation and distribution of food as defined.
2. Work on reparation of snacks/meals for students at the Academy using cooking equipment and food preparation experience.
3. Work to prepare for inspection cooking equipment and utensils for cleanliness and functional operation.
4. Work to maintain cleanliness and proper sanitation in kitchen area including: washing dishes and all utensils used in food preparation and service, daily cleaning of counter tops, oven, stove, warmers and other kitchen surfaces, and routine cleaning of refrigerators, freezers, cabinets, carts, etc.
5. When needed and under supervision of the Food Service Coordinator, assist in developing menus in accordance with federal dietary standards (USDA).
6. Based on direction, assist with the posting of menus in designated areas.
7. Based on direction assist in the food order process with approval of Food Service Coordinator.
8. Under supervision of Food Service Coordinator, inventory supplies, equipment, and food.
9. Report supply needs and equipment loss or damage to the Food Service Coordinator.
10. Prepare food according to the guidelines and specified menus.
11. Assist with the need to avoid waste in purchasing or use of food supplies and materials by providing updates regarding consumption and preferences.
12. Work to assist students, staff and Academy community during the food service.
13. Provide supervision of students as needed.

14. Keep the Food Service Coordinator, Director of Operations, Assistant Principal and Principal informed of all necessary information including customer and staff complaints/incidents.
15. Other reporting as assigned by Director, Assistant Principal, Principal or Food Service Coordinator.
16. If directed by Food Service Coordinator, track and provide documentation of meal payment and non-payment, keep accurate and timely meal payment records, and collect unpaid balances in a timely manner.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. High school diploma or GED required.
2. Experienced cook with at least one year experience in a commercial establishment.
3. Knowledge of basic nutritional principles and demonstrated ability to plan and serve well-balanced meals and snacks.
4. Three years directly related experience may be substituted for the educational requirement.

Demonstrate the ability to:

1. Communicate through written and oral communication skills.
2. Maintain an organized work environment.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Display a professional appearance.
7. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
8. Support the shared vision of the Academy community.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.
10. Has the ability to move groceries and cooking supplies as needed.
11. Has the ability to stand for extended periods while preparing food.
12. Has the ability to bend, stoop, or crouch occasionally.
13. Frequent use of hands and fingers is required.
14. Has the ability to complete preparation duties and maintain desired temperature of food being served within operational time parameters.
15. Be consistent and reliable in arrival and attendance in order to assure the proper operation of the kitchen, keeping Food Service Supervisor and Principal informed of planned/unplanned time off.
16. Share responsibility for professional, cooperative staff relations, and for activities important to the operation of the Academy.
17. Conduct one's self according to professional, ethical principles, continuously striving to improve food preparation methods, service techniques, and interpersonal relationships.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a member of the Academy team.

- 20. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and School Improvement Plan.
- 21. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

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| Position: | Food Service Manager |
| Reporting Relationship: | Coordinator of Federal Grant Programs/Principal/Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Food Service Aides

Position Summary: To provide high quality food service for the Academy. To insure the Academy's food service program is operated in compliance with state and local regulations regarding the commercial preparation and distribution of food. To provide excellent maintenance of required documentation and vendor files while complying with all corporate, local, state, and federal guidelines and procedures. To accomplish the delivery of high quality food service with the goal of supporting the creation of a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Set high expectations and standards for the food service staff.
3. Support the Principal by offering organizational and technical assistance that ensures compliance with all corporate, local, state, and federal guidelines and procedures.
4. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Comply with state and local regulations regarding the commercial preparation and distribution of food.
2. Prepare snacks/meals for students at the Academy using cooking equipment and food preparation experience.
3. Inspect cooking equipment and utensils for cleanliness and functional operation.
4. Maintain cleanliness and proper sanitation in kitchen area including: washing dishes and all utensils used in food preparation and service, daily cleaning of counter tops, oven, stove, warmers, and other kitchen surfaces, and routine cleaning of refrigerators, freezers, cabinets, carts, etc.
5. Under supervision of the Principal, develop menus in accordance with federal dietary standards (USDA).
6. Post menus in designated areas.
7. Order and purchase food as economically as possible, and with approval of Principal.
8. Under supervision of Principal, may inventory supplies, equipment, and food.
9. Report supply needs and equipment loss or damage to the Principal.
10. Prepare food, equipment, supply orders, and submit to Principal for approval.
11. Avoid waste in purchasing or use of food supplies and materials.



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12. Assist in supervising students as needed.
13. Keep the Principal informed of all necessary information including customer and staff complaints/incidents.
14. Other reporting as assigned by Principal.
15. Track and provide documentation of meal payment and non-payment, keep accurate and timely meal payment records, and collect unpaid balances in a timely manner.
16. Has the ability to move groceries and cooking supplies as needed.
17. Has the ability to stand for extended periods while preparing food.
18. Has the ability to bend, stoop, or crouch occasionally.
19. Frequent use of hands and fingers is required.
20. Has the ability to complete preparation duties and maintain desired temperature of food being served within operational time parameters.
21. Be consistent and reliable in arrival and attendance in order to assure the proper operation of the kitchen, keeping Principal informed of planned/unplanned time off.
22. Share responsibility for professional, cooperative staff relations and for activities important to the operation of the Academy.
23. Conduct one's self according to professional, ethical principles, continuously striving to improve food preparation methods, service techniques, and interpersonal relationships.
24. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
25. Display pride in being a member of the Academy team.
26. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and the School Improvement Plan.
27. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. High school diploma or GED required.
2. Experienced cook with at least one year experience in a commercial establishment.
3. Knowledge of basic nutritional principles.
4. Demonstrated ability to plan and serve well-balanced meals and snacks.
5. Three years directly related experience may be substituted for the educational requirement.

Demonstrate the ability to:

1. Communicate through written and oral communication skills.
2. Maintain an organized work environment.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Display a professional appearance.
7. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
8. Support the shared vision of the Academy community.



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9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

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|---|--|
| Position: | Head of Security and Facilities |
| Reporting Relationship: | Principal/Human Resources Experts 0624, Inc. |
| Employment Type: | Administrative/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the supervision and training of all security and custodial staff. Responsible for performing all supervisory responsibilities in accordance with applicable laws, the Academy's Charter Contract and outlined policies and procedures. Head of Security and Facilities is responsible for the management of all aspects of security operations and facilities at the Academy.

Position Summary: The Head of Security and Facilities will assess and provide proactive, practical and cost-effective recommendations for school safety, crisis preparedness planning, heightened school security for terrorist threats, school gang prevention and intervention, school security and crisis procedures, physical security, special event management, school crime prevention and school crisis training. The Head of Security and Facilities is also responsible for the safety and repair assessment of the school.

Primary Tasks:

1. Develop school emergency planning evaluations and consultation services to help school leaders evaluate school emergency and crisis plans, school safety drills and exercises, school training on emergency and crisis plans, school crisis communications and related school emergency planning components.
2. Ensure the safety of the building from fire, flood and other hazards.
3. Share a commitment to the success of the mission, goals, and objectives of the Academy.
4. Support the Academy by offering organizational assistance that ensures compliance with all corporate, local, state, and federal guidelines and procedures.
5. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Partner with local community in a half or full-day professional development type setting to help schools learn whether their written school emergency / crisis plans might work in a real emergency.
2. Be proactive in school security and emergency preparedness training to help the Academy with improving school staff emergency management and emergency response capacity.
3. Prepare and maintain lockdown and evacuation procedures, crisis media and communication issues, best practices in security and school crime prevention, understanding national trends in school deaths and violence, managing and assessing student threats, school safety assessment processes, heightened security during national terror alerts and related school safety trends and hot topics.

4. Maintain accurate records of the condition of the equipment and other systems in the building.
5. Create a schedule of regular evaluation of the facilities.
6. Create monitoring systems or programs in the institution to detect problems as early as possible.
7. Initiate interventions to solve problems in the facilities.
8. Develop a system for cleaning, repair and maintenances of facilities.
9. Develop back-up or alternative systems for common problems such as power outages.
10. Educate the workers of the establishment on the proper use and care of its equipment and other facilities.
11. Coordinate with administration on work issues.

Performance Standards: Perform all assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Associate's Degree preferred.
2. Two or more years of related experiences.
3. Must demonstrate a proficiency in Word, Excel and Outlook programs. Must have a strong capacity to understand and implement new leadership skills along with excellent organizational skills.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Consistently utilize all features of the computer programs necessary for completing Academy reporting procedures.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, visitors, Authorizer and community.
6. Motivate and create a shared vision within the Academy community.
7. Be respected as an adult learner and as an individual.
8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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the basis of race, religion, color, national origin, sex, age or disability be excluded from participation and be denied the benefits, or be subjected to discrimination under program or activity and in employment, further the Dr. Joseph F. Pollack Academic Center of Excellence Board of Directors strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | Human Resources Manager |
| Reporting Relationship: | Principal/Board of Directors/Human Resource Experts, Inc. |
| Employment Type: | Administration/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the day-to-day operations of the Human Resources office. The HR Manager manages the administration of the human resources policies, procedures and programs. The HR Manager carries out responsibilities in the following areas: departmental development, employee relations, training and development, benefits, compensation, organizational development and employment.

Position Summary: The HR Manager originates and leads HR practices and objectives that will provide an employee-oriented, high performance culture that emphasizes empowerment, quality, productivity, standards, goal attainment, and the recruitment and ongoing development of a superior school workforce.

Primary Tasks:

1. Recruiting and staffing logistics
2. Organizational and space planning
3. Working with MDE and EMU employee compliance regulations and requirements
4. Performance management and improvement systems
5. Employment orientation, development and training support for professional development planning
6. Employment and compliance to regulatory concerns and reporting
7. Policy development and documentation
8. Employee relations
9. Academy employee communications pertaining to HR policies and procedures
10. Academy employee compensation and benefits administration policies, procedures, systems management support
11. Academy employee safety, welfare, wellness and health
12. Academy employee services and counseling

Essential Duties and Performance Standards:

1. Maintain accurate and up to date employee records
2. Job applications, resumes and other replies to advertisements
3. Records related to refusal or failure to hire, including test papers, medical tests and/or other screening tools



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4. Advertisement or notices to the public or employees about opening, promotions and/or training opportunities
5. Records showing impact of employment protected actions, employee selections, promotions, demotions, layoffs and recalls, terminations and opportunities for training or overtime work
6. Documents concerning merit or seniority
7. Explanations of any wage differences for employees of the same/opposite sex
8. Job evaluations, job descriptions, wage rate tables
9. All records supporting disclosures required in reports to the IRS, Department of Labor and Pension Benefit System (if applicable)
10. Files must be complete with: Employee data, employee compensation, tax records, employment actions and health, medical and safety data as required

Establishing an Effective Workplace

1. Participate in processing school personnel
2. Assist and support new staff personnel
3. Ensure school-wide knowledge of Academy mission and vision
4. Maintain high visibility

Student and Staff Relations

1. Model and facilitate positive human relations skills; effectively interact with others
2. Solicit information from staff, students, parents, and community in gauging the school climate
3. Acknowledge efforts of students and staff and colleagues
4. Promote the improvement of student and staff images
5. Communicate high expectations for staff and provide appropriate motivation to reach standards
6. Attend school-sponsored activities and special events
7. Foster collegial relationships with and among staff.

Communications and Community Relations

1. Listen and respond appropriately and timely to staff, student, parent and community concerns
2. Communicate with superior written and oral communication skills
3. Foster open communication with and among staff
4. Develop communications that reflect, support and implement school board policies
5. Collaborate with Principal and Academy Board to share ideas, common issues and expertise

Professional Development

1. Keep abreast of changes and developments in the profession by attending professional meetings, reading professional journals and discussing matters of mutual interest with others in the field
2. Maintain knowledge of HR and school law and keep abreast of educational developments
3. Assist teachers with implementing objectives for themselves and their students
4. Provide opportunities for teachers to share and demonstrate successful practices

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:



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Your Human Resource Experts

1. Bachelor's degree or equivalent in Human Resources, Business Administration, or Organizational Development preferred
2. Specialized training in organizational planning, organization development, employee relations, safety, training in preventive labor relations and employment law preferred.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Work on multiple projects and adhere to deadlines.
3. Respond to requests by the Academy Board, Authorizer, and parents in a positive and timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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|---|--|
| Position: | Instructional Coach |
| Reporting Relationship: | Director of Curriculum and Academic Achievement/ Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: As directed by the Director of Curriculum and Academic Achievement.

Position Summary: To oversee Curriculum alignment and pacing, lesson plan development, professional learning communities, library and media support services, before and after school programs, compensatory education tracking and service delivery through Title I and At Risk funding, teacher coordination, and related achievement services.

Primary Tasks:

1. Demonstrate the willingness to assume leadership position.
2. Demonstrate knowledge of researched-based instructional strategies that engage all students.
3. Provide organized, individual and/or group learning opportunities for teachers as needed.
4. Demonstrate knowledge using a variety of assessment tools.
5. Demonstrate a thorough knowledge of curriculum and subject matter.
6. Provide support in analyzing student assessment data
7. Assist teachers with designing instructional decisions based on assessment data.
8. Assist teachers with specific classroom activities when requested.
9. Provide support for classroom motivation and management strategies.
10. Assist teachers in creating materials that are in alignment with curriculum.
11. Monitor intervention programs by observing and meeting with teachers.
12. Provide teachers Internet links related to instruction and curriculum.
13. Instruct and support teachers with curriculum software products, and classroom/curriculum related technologies.
14. Provide assistance in researching instructional and/or curriculum issues.
15. Model lessons when appropriate.
16. Provide encouragement and emotional support to teachers.
17. Manage time and schedule flexibility that maximizes teacher schedules and learning.
18. Work positively toward meeting identified district and building improvement goals.
19. Assist with development of district curriculum, instruction and assessments.
20. Develop and maintain a confidential, collegial relationship with teachers.
21. Possess an understanding of when to contact administrators regarding issues of safety/ethics involving students in classrooms observed.
22. Attend workshops/conferences to learn about new innovative instructional strategies.
23. Facilitate the development and accountability of school improvement planning.
24. Assist the staff and leadership in advocating, facilitating and the implementation of strategies that improve student achievement and close the achievement gap.
25. Assist/Model best practices in integrating curriculum across content areas.



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26. Facilitate alignment of district curriculum, instruction, professional development, technology and assessment practices with State standards.
27. Mentor/Assist new or re-assigned teachers to insure continuation of programs and instruction
28. Utilize local agencies and resources to enhance the services to the school.
29. Provides support and direction for District and School Improvement Planning, including other ESEA required plans and mandates.
30. Provides training and support for diagnostic and evaluative assessment.
31. Assists/models best practices in integrating curriculum across content areas.
32. Plans and facilitates curriculum in-service meetings.
33. Work cooperatively with other support staff to ensure parental involvement through the planning and implementation of subject area Curriculum Nights.

Essential Duties and Performance Standards:

1. Accept responsibility for the successful implementation of the Academy program and for the achievement of students.
2. Assume responsibility for coordinating and reporting monthly Teacher feedback surveys on the Academy Curriculum to the regional Program Facilitator.
3. Serve as resource specialist for the multimedia center and hands-on history.
4. Create multimedia displays for each learning unit.
5. Guide the teachers' learning process towards achievement of curriculum goals and implementation of personal learning plans of students.
6. Assume responsibility for parent education at learning environment programs. Provide the script for transitions between student performances to include the narrative historical context and a review of what the students have learned during the time period studied.
7. Lead Teachers in effective collection, analysis and application of data to positively impact instruction.
8. Meet monthly with the Principal to discuss progress reports.
9. Perform year-end evaluation of student and overall program success.
10. Participate in the year-end administrator/consultant conference to evaluate and plan program and material needs for the upcoming school year.
11. Identify Title One students through test scores and teacher recommendations.
12. Assist the Academy leadership in scheduling Paraprofessionals (or substitutes) who work with Title One students.
13. Identify At-Risk students through test scores, free lunch, and other qualifying factors.
14. Complete and document all Title One paperwork including coordinating and tracking all student contact information and associated procedures.
15. Attend scheduled Title One meetings and trainings.
16. Participate in selection appropriate, approved materials for implementation of the Academy Curriculum and guide teachers in adapting materials and methods across the curriculum to the learning styles and abilities of individual students.
17. Work cooperatively with parents to generate parents' confidence in the teacher and instructional program.
18. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
19. Promote good citizenship through actions as role model, displaying personal qualities that reflect favorably upon the individual, the group, and the Academy.



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20. Provide an Academy culture based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
21. Participate in the development of policies and regulations that affect instruction and conditions for success.
22. Identify and participate in professional development opportunities.
23. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
24. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
25. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
26. Share responsibility for marketing the Academy in the community.
27. Display pride in being a member of the Academy leadership team.
28. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and the School Improvement Plan.
29. In particular guide the team and the work in development of the School Improvement Plan, participating competently in the organization, planning, collecting evidence, and reporting to the appropriate agencies.
30. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education, social sciences, or humanities, master's degree preferred.
2. Demonstrated competence as a researcher, teacher, social science and humanities teacher, media resource specialist, and teacher trainer.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Research effectively, including internet research proficiency, working knowledge of computer applications, and educational software.
5. Map and implement curriculum.
6. Make sound decisions within the parameters of authority.
7. Be courteous, professional, and tactful at all times.
8. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
9. Motivate and create a shared vision within the Academy community.
10. Be respected as an adult learner and as an individual.



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11. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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| Position: | Lead Teacher |
| Reporting Relationship: | Assistant Principal/Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Instructional Team

Position Summary: To serve as a lead teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Manage the Instructional Team at the Academy.
2. Develop team strategies for building a learning environment consistent with the state and Academy standards and guidelines.
3. Model implementation of curriculum for Academy instructional team members.
4. Ensure the implementation of school performance standards for instructional team members.
5. Facilitate the instructional team's assessment of the Academy's design, including plans for continued improvement.
6. Share a commitment to the success of the mission, goals, and objectives of the Academy.
7. Support and fully participate in an Academy culture that focuses on student and adult learning.
8. Set high expectations and standards for the achievement of students and own personal performance.
9. Offer content and instruction that ensures student achievement of Academy's academic standards.
10. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
11. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
12. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as



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- required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
 5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
 6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
 7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
 8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
 9. Work cooperatively with parents and generate parents' confidence in the Teacher.
 10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
 11. Promote good citizenship through actions as role model.
 12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
 13. Participate in the development of policies and regulations that affect instruction and conditions for success.
 14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
 15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
 16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
 17. Share responsibility for marketing the Academy in the community.
 18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
 19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
 20. Identify and participate in professional development opportunities.
 21. Conduct and document parent conferences.
 22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
 23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.



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3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____



Human Resources Experts, Inc.

Your Human Resource Experts

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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|---|--|
| Position: | Library Media Teacher/Specialist |
| Reporting Relationship: | Principal/Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Students, volunteers and Assigned Staff

Position Summary: To serve as a Library Media Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional and physical development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

The Library Media Teacher assumes professional responsibility for providing learning experiences in Computers, Computer Literacy, Keyboarding, Word Processing, Computer Applications, Web Design, Introduction to the Internet and can administer a school library and teach library/research skills to students.

Primary Tasks:

1. Share a commitment to the success of the mission, goals and objectives of the Academy.
2. Support and fully participate in the Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support the Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Provide opportunities for the community to be involved in student and Academy success.
7. Maintain the library's collection of books, serial publications, documents, audiovisual and other materials and assists groups and individuals in locating and obtaining materials.
8. Furnish information on library activities, facilities, rules and services.
9. Explain and assist in use of reference sources, such as card or book catalog or book and periodical indexes to locate information.
10. Describe or demonstrate procedures for searching catalog files.
11. Search catalog files and shelves to locate information.
12. Issue and receive materials for circulation or for use in library.
13. Assemble and arrange displays of books and other library materials.
14. Maintain reference and circulation materials.
15. Answer correspondence on special reference subjects.



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16. Develop, implement and interpret an effective library media program which strives to achieve the mission of the Academy Library Program.
17. The Librarian provides access to information and resources for all students, staff and community users.
18. Make resources available to students and teachers through a systematically developed collection within the Academy and through access to resources outside the Academy.
19. Provide access to the library media center collection through the management of an accurate and efficient organization and retrieval system.
20. Provide access to the library throughout the school day, scheduling class visits flexibly to encourage use at the point of need: organizes and manages the library facility in a manner that encourages access.
21. Develop and implement policies and procedures which ensure that access to information is not impeded; interpret laws and Academy policies regarding information.
22. Inform teachers, students, parents and administrators of new materials, equipment and services that meet their information needs.
23. Manage selection and ordering of materials through a process which involves teachers, administrators, students and parents;
24. Communicate library media program needs to the administration.
25. Act as a consultant to coordinate student learning experiences with Academy and outside resources.
26. As instructional consultant the Librarian:
 - a. Plans cooperatively with teachers to incorporate information skills into the classroom curriculum and to assist teachers in developing resources based units and activities.
 - b. Recommends student-level literature to teachers and encourages them to read to their classes as well as reading personally for an awareness of the literature available.
 - c. Encourages students to read for pleasure and motivates their reading through a variety of methods.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Work with teachers to guide the learning process toward achievement of curriculum goals for students.
3. May compile list of library materials according to subject or interests, using technology.
4. May select, order, catalog and classify materials.
5. May prepare or assist in preparation of budget.
6. May plan and direct or carry out special projects involving library promotion and outreach activity and be designated Outreach Librarian.
7. Keep library organized, new and attractive at all times.
8. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations and demonstrate sensitivity to different learning styles.
9. Promote good citizenship through actions as role model.
10. Provide a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and development of responsible citizenship.
11. Use technology effectively for instruction, record keeping and other administrative tasks and communications.



Human Resources Experts, Inc.

Your Human Resource Experts

12. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a teacher mentor.
13. Conduct one-self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships and adhering to all Academy policies for both students and personnel.
14. Share responsibility for marketing the Academy in the community.
15. Display personal qualities that reflect favorably upon the individual, the group and the Academy.
16. Display pride in being a Librarian and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
17. Identify and participate in professional development opportunities.
18. Be familiar with and support the Academy administration in the effective implementation of the Academy's Emergency Response Plan, the technology Plan and School Improvement Plan.
19. Adhere to all procedures and policies as outlined in the Employee Manual.
20. Perform various assigned responsibilities as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor's Degree in library science.
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.

Demonstrate the ability to:

1. Communicate through written and oral communication skills.
2. Exhibit a high caliber of expertise in the subject matter.
3. Maintain an organized work environment.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Display a professional appearance.
7. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
8. Motivate and create a shared vision with the Academy community.
9. Support the shared vision of the Academy community.
10. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



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Your Human Resource Experts

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Employee Name: _____

Employee Signature: _____

Date: _____

Human Resources Signature: _____ Date: _____

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|---|---|
| Position: | Manager of Data and Information Services |
| Reporting Relationship: | Coordinator of Federal Grant Programs/Principal/Human Resource Experts 0624, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for students, volunteers, and assigned staff

Position Summary: Directs pupil information data system program, State reporting and funding compliance, record keeping and attendance tracking, student recruitment and marketing in support of educational services by performing the following duties personally or through subordinate supervisors.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support the Principal by offering organizational and technical assistance that ensures compliance with all corporate, local, state, and federal guidelines and procedures.
3. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Develops and maintains compliance programs to meet legal requirements concerning students' rights to privacy and due process of law in accordance to applicable laws and regulations.
2. Directs and coordinates activities of clerical staff engaged in compiling, maintaining and releasing pupil records and information.
3. Confers with staff and reviews records management system to recommend changes to improve system.
4. Responsible for assisting with open/ongoing enrollment of students
5. Provides in-service training on topics such as legal requirements concerning pupil records and information and to improve quality of report writing.
6. Prepares departmental budget, records and reports.
7. Prepares and submits the following reports:
 - a. MSDS-General Collection Report
 - b. MSDS-UIC resolution report
 - c. Registry of Educational Personnel Report
 - d. Immunization Report (MCIR)
 - e. Days and Clock Hours Report
 - f. SID Report
 - g. TSDL Report
 - h. Record Maintenance (Student CA-60 files)

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor's Degree preferred
2. One to two years of related experience and/or training
3. Knowledge of the State of Michigan reporting requirements for public schools

Demonstrate the ability to:

1. Communicate through written and oral communication skills.
2. Maintain an organized work environment.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Display a professional appearance.
7. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
8. Support the shared vision of the Academy community.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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|---|--|
| Position: | Music Teacher |
| Reporting Relationship: | Assistant Principals/Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as a teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Instruct students in music. Students regularly sing and play instruments independently and in collaboration with peers. Use direct instruction where appropriate, but have taken on more facilitative role. Institute a school band, strings, chorus or other instrumental program for practice and performances. Attend professional fine arts performances during the school year. Teach a variety of songs from diverse cultures, including folk, patriotic and seasonal songs. Demonstrate rhythm through movement, speaking, singing and playing instruments. Explore simple melodic, harmonic and rhythmic patterns and play them on pitched and un-pitched instruments. The applicant is required to be certified in music education as set forth by the Michigan Department of Education.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.



Human Resources Experts, Inc.

Your Human Resource Experts

4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.



Human Resources Experts, Inc.

Your Human Resource Experts

5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

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|---|--|
| Position: | Paraprofessional - Special Education |
| Reporting Relationship: | Special Education Director//Human Resource Experts, Inc. |
| Employment Type: | Support/At-Will/Non-Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Students, Volunteers, Assigned Staff

Position Summary: To serve as an instructional aide for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Support the classroom teacher in offering content and instruction that ensures student achievement of Academy's academic standards.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Support the use of multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Support all efforts to provide opportunities for the community to be involved in student and Academy success.
8. Maintain/follow a system of reviewing IEP's and other essential special education documents.
9. An understanding of Technology and the ability to support students with disabilities in the general and special education classrooms.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Support the classroom teacher in guiding the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Support the classroom teacher in effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.

5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
7. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
8. Work cooperatively with parents and generate parents' confidence in the teacher.
9. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
10. Promote good citizenship through actions as role model.
11. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
12. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
13. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
14. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, and interpersonal relationships, and adhering to all Academy policies for both students and personnel.
15. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
16. Display pride in being a member of the Academy team by displaying positive behavior and fully participating in the school culture, attending faculty meetings and participating on committees as requested.
17. Identify and participate in professional development opportunities.
18. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and School Improvement Plan.
19. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Associate's (or higher) Degree, or two years of study at an institution of higher education, or achieve a passing score on the Basic Skills Test for Teacher Certification (MTTC), or pass the WorkKeys test.
2. Must demonstrate competency in all areas of classroom responsibility.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
3. Make sound decisions within the parameters of authority.
4. Be courteous, professional, and tactful at all times.
5. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
6. Motivate and create a shared vision within the Academy community.

7. Be respected as an adult learner and as an individual.
8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

Position: Paraprofessional
Reporting Relationship: Director of Curriculum and Academic Achievement/Principal/Human Resource Experts, Inc.
Employment Type: Support/At-Will/Non-Exempt
Name of Employer: Human Resource Experts 0624, Inc.
Length of Assignment: 10 Months
Criminal Background Check Requirement: Yes

Supervisory Responsibilities: Responsible for students, volunteers and assigned staff

Position Summary: To serve as an instructional aide for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Support the classroom teacher in offering content and instruction that ensures student achievement of Academy's academic standards.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Support the use of multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Support the classroom teacher in guiding the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Support the classroom teacher in effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
7. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an

- atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
8. Work cooperatively with parents and generate parents' confidence in the teacher.
 9. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
 10. Promote good citizenship through actions as role model.
 11. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
 12. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
 13. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
 14. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, and interpersonal relationships, and adhering to all Academy policies for both students and personnel.
 15. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
 16. Display pride in being a member of the Academy team by displaying positive behavior and fully participating in the school culture, attending faculty meetings and participating on committees as requested.
 17. Identify and participate in professional development opportunities.
 18. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and School Improvement Plan.
 19. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. High School Diploma
2. Must demonstrate competency in all areas of classroom responsibility.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
3. Make sound decisions within the parameters of authority.
4. Be courteous, professional, and tactful at all times.
5. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
6. Motivate and create a shared vision within the Academy community.
7. Be respected as an adult learner and as an individual.
8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to

perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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| Position: | Paraprofessional - At Risk Student Support |
| Reporting Relationship: | Director of Curriculum and Academic Achievement/Principal/Human Resource Experts, Inc. |
| Employment Type: | Support/At-Will/Non-Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for students, volunteers and assigned staff

Position Summary: To serve as an instructional aide for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Support the classroom teacher in offering content and instruction that ensures student achievement of Academy's academic standards.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Support the use of multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Support the classroom teacher in guiding the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Support the classroom teacher in effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
7. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an



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- atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
8. Work cooperatively with parents and generate parents' confidence in the teacher.
 9. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
 10. Promote good citizenship through actions as role model.
 11. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
 12. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
 13. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
 14. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, and interpersonal relationships, and adhering to all Academy policies for both students and personnel.
 15. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
 16. Display pride in being a member of the Academy team by displaying positive behavior and fully participating in the school culture, attending faculty meetings and participating on committees as requested.
 17. Identify and participate in professional development opportunities.
 18. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan, the Technology Plan and School Improvement Plan.
 19. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Associate's (or higher) Degree, or two years of study at an institution of higher education, or achieve a passing score on the Basic Skills Test for Teacher Certification (MTTC), or pass the WorkKeys test.
2. Must demonstrate competency in all areas of classroom responsibility.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
3. Make sound decisions within the parameters of authority.
4. Be courteous, professional, and tactful at all times.
5. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
6. Motivate and create a shared vision within the Academy community.
7. Be respected as an adult learner and as an individual.



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8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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|---|--|
| Position: | Physical Education Teacher |
| Reporting Relationship: | Assistant Principals/Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as a teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Physical education (PE) teachers organize games and challenges that promote physical activity among children and young adults from kindergarten to eighth grade. The goal is to develop motor skills and physical development among younger children and proper exercise and eating habits among older children. PE teachers must adjust their curriculum to adapt to children with disabilities or different physical abilities.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.



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Your Human Resource Experts

6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.



Human Resources Experts, Inc.

Your Human Resource Experts

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

| | |
|---|---|
| Position: | Principal |
| Reporting Relationship: | Board of Directors/Human Resource Experts, Inc. |
| Employment Type: | Administration/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the supervision and training of all Academy instructional staff. Responsible for performing all supervisory responsibilities in accordance with applicable laws, the Academy's Charter Contract, and outlined policies and procedures. Responsible for overseeing the financial management of Academy operations, including budget forecasting, accounting, invoicing, purchasing, and general business functions. Responsible for leased or contracted operations, computer applications, maintenance, recruitment and training of learning environment support personnel and building operations by working with the Director of Operations.

Position Summary: To serve as the Instructional Leader of the Academy for the school's educational and enrichment programs; and Operational Leader for the school's business management matters. Provide Academy leadership that ensures excellence in teaching, student learning and student development while promoting community support and maintaining efficiency and effectiveness in operations. Provide leadership in the area of operations that ensures quality distinction for the learning environment support. To ensure compliance with all aspects of state and federal law, Academy Board policies and procedures, and compliance requirements of the Authorizer.

Primary Tasks:

1. Create an Academy culture that focuses on student and adult learning.
2. Set high targets for securing staff who maintain the knowledge, skills and dispositions.
3. Set high expectations and standards for the academic and social development of all students and the performance of adults.
4. Demand a commitment to content and instruction that ensures student achievement of academic standards as outlined in the Charter Contract.
5. Create an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to achievement and to assess, identify, and apply to instructional improvement.
7. Actively engage the community to create shared responsibility for student and Academy success.

Core Functions:

1. Oversee the instructional program and learning environment operations.
2. Oversee the management of the school based on applicable laws, the Academy's Charter Contract, and outlined policies and procedures
3. Ensure provision of high quality customer service in work with the Academy Board— prepare reports that will respond to the Board's need for information; attend the Board meetings
4. Maintain regular communication with personnel-- instructional staff and learning environment support staff.
5. Provide a professional environment that consistently affords a quality climate and culture for student learning, parent/guardian interface, and staff workplace.
6. Provide ongoing feedback to staff for the purpose of continuous improvement

7. Ensure development of the school improvement plan that meets and exceeds the state and Federal guidelines.
8. Develop and maintain connections to school community stakeholders.
9. Participate in opportunities to engage with local educational services agency and state department of education.
10. Oversee inclusion of professional development/training needs personnel-- instructional staff and learning environment support staff.
11. Oversee evaluation and assessment requirements for the school.
12. Oversee development/implementation of evaluation and assessment tools.
 - Classroom evaluation, assessment and grading
 - Grade reporting to students and parents
 - Standardized assessment
 - Surveys of all stakeholder groups
13. Participate with the Technology Manager/Coordinator in the technology assessment and oversee the implementation of technology based on the requirements for infrastructure and infusion in the classroom and across the curriculum management functions including but not limited to:
 - Technology Plan
 - Servers and access lines
 - Databases
 - Hardware
 - Software
 - Training
14. Oversee processing and analysis of data obtained from evaluation and assessment tools.
15. Manage communication efforts in the school using such options as those listed:
 - e-mail updates and other technological sources
 - in-person conversations with individual or small group staff
 - regular meetings staff
 - newsletter
16. Research best-practice models and strategies including, but not limited to the following areas:
 - Instructional leadership
 - Continuous and school improvement
 - Content area to include English language arts, mathematics and the like
 - Student development
17. Ensure inclusion of research-based best practice for Special Education services
18. Oversee compliance management.
 - Local, state and Federal
 - Authorizer
 - Special Education
19. Participate in with the Business/Operations Manager and oversee the financial management functions including but not limited to:
 - Budgeting/Forecasting
 - Costs/Expenses for the instructional materials
 - Cash Flow Projections/Analysis
 - Financial Review
 - Inventory management/supply chain
 - Support information for the state AID note and borrowing requirements
 - Facilities
20. Infuse customer service tenets into the day-to-day school activities, interactions and operations.
21. Ensure focus on parent/guardian training and development.
22. Identify opportunities for sharing of parent perspectives, formation of advisory groups, and the review of outreach material.

23. Work with staff to identify local resources specifically those that impact parent to parent support, such as support groups, respite and child care services.
24. Provide the school with guidance in project management.
25. Oversee identification of community resources that would provide tangible support for the school.
26. Ensure existence of a collegial atmosphere.
27. Possess the professional disposition representative of an instructional leader.
28. Develop a procedure for feedback and program evaluations.
29. Oversee human resources administration with focus on required knowledge, skills, and disposition; background checks and unprofessional conduct; credentialing; benefits; salary and wage guidelines; staff capacity; HR records; and letters of offer/contracts.
30. Oversee the identification, recruitment and screening of staff.
31. Participate in and monitor performance evaluations for staff.
32. Develop a “skills bank” directory of staff strengths with guidelines for dissemination and use.
33. Participate with the Director of Operations and oversee the emergency response plan including an evacuation plan that is based on the type of emergency.
34. Oversee the maintenance of the building—internal and external requirements.
35. Oversee the delivery of nutritious, quality meals

Essential Characteristic Duties and Performance Standards:

1. Articulate a clear vision of the goals, objectives, and commitment of the Academy to all stakeholders.
2. Communicate effectively with parents, students, faculty, the Academy Board, State, Authorizer, Employees Only, Inc., Ramona Henderson Pearson, LLC, and the community.
3. Communicate Employees Only, Inc., Pearson, and board actions to faculty, staff, students, and parents.
4. Recruit, interview, and select qualified Teachers and other staff, insuring that all new hire documentation is submitted to the appropriate parties in a timely manner.
5. Provide instructional, collaborative and learning leadership that focuses on the four basic elements of curriculum, instruction, performance, and evaluation.
6. Share responsibility for the development and implementation of the Academy's school improvement to insure that educational goals, assessment standards, and benchmarks are met according to the Charter Contract.
7. Collaborate with the Director of Operations to oversee the accurate maintenance of administrative records meeting all State and regulatory requirements.
8. Set job performance standards and evaluate faculty and instructional staff.
9. Institute an instructional leadership program for Teachers within the Academy.
10. Oversee and insure meaningful parental involvement in the Academy and their child's learning.
11. Generate public support for the Academy's program and education in general, as the public information officer of the Academy and supervisor of the overall public relations program.
12. Participate in the development and implementation of marketing plans to attract students to the Academy.
13. Monitor the Academy curriculum and the learning environment culture and climate tool to ensure proper implementation and assessment, and to insure that it is updated annually.
14. Contribute to the development of the Academy budget.
15. Analyze and control expenditures with an understanding of the relationship between the instructional program and the budgeting process.
16. Supervise/insure that financial reports are completed and submitted to the Academy Board in a timely manner.
17. Participate in proposals for grants.

18. Supervise and insure the accuracy and completion of the Academy's improvement plan, annual report, annual school calendar, and assist in their submission to the Academy Board in a timely manner. Oversee the filing of all required reports with local, state, and federal education agencies, Academy Board, and authorizer.
19. Work with the appropriate staff to develop schedules and staff assignments, and to insure the effective and efficient use of time to protect academic subject blocks from disruptions.
20. Communicate policy recommendations for the Academy Board's consideration and action.
21. Serve as chairperson for faculty meetings, academic committees, school improvement committees, administrative committees, and attend other committees as needed.
22. Direct and serve as a model to insure the safety, security, and attractiveness of the Academy building and grounds.
23. Oversee the development of a code of student conduct that defines the responsibilities of administrators, teachers, parents, and students in supporting a safe and secure learning environment.
24. Develop, with the Academy stakeholder representative team, the Emergency Response Plan, the Technology Plan and the School Improvement Plan and insure effective implementation by all staff and students.
25. Provide effective staff and professional development programs that are tied to student learning, and match Academy goals to model continuous professional growth and improved student and Teacher performance.
26. Use multiple sources of data collection including standardized tests, portfolios, observations, conferences, and grades to assess student performance and to plan instruction.
27. Use technology effectively for administrative, instructional, and communication functions.
28. Attend local, state, and national events as much as possible, and participate in local and state Principal associations and the Michigan Association of Public School Academies (MAPSA).
29. Be familiar with school law, including the implications on the educational program and on liability, keeping abreast of developments and consulting with Academy Board members.
30. Adhere to all procedures and policies as outlined in the Employee Handbook, including the requirement to submit to a criminal records check.

Required Education/Skills:

1. Administrator Certification preferred.
2. Master's degree in education, management, or related field.
3. A minimum of five to 10 years or more demonstrated work experience as a Principal, Assistant Principal, or related professional field.
4. State law requires proof of having earned 6 semester hours or 18 State Board Continuing Education Units (CEUs), or any combination thereof, prior to hire. Upon hire, the Principal must then meet the on-going continuing education requirements within 5 years.
5. Meet professional development requirements prescribed by rule promulgated by the State of Michigan.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Work on multiple projects and adhere to deadlines.
3. Respond to requests by the Academy Board, Authorizer, and parents in a positive and timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.

8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | Reading Specialist Teacher |
| Reporting Relationship: | Assistant Principals/Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Students, Volunteers and Assigned Staff

Position Summary: The Reading Specialist is responsible for providing leadership, coordination, collaboration and innovation in reading curriculum and instruction, so that each student may drive maximum benefit from the K-5 reading curriculum.

The Reading Specialist Teacher assumes professional responsibility for providing learning experiences in Reading, Title I Reading, Developmental Reading, Language Arts (middle school only), and/or Intro to Linguistics (language acquisition).

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support the Academy by offering organizational and technical assistance that ensures compliance with all corporate, local, state, and federal guidelines and procedures.
3. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Advisory
 - a. Observes disabled readers in the classroom, upon teacher's request.
 - b. Assists classroom teachers in the diagnosis of students and collaborates in planning the instructional strategies.
 - c. Assists in the selection of appropriate materials utilized by the classroom teacher for corrective measures.
 - d. Provides demonstrations of new methods and materials (i.e. team teaching).
2. Developmental Reading
 - a. Develops and implements a remediation plan for students that have comprehension test results identified as basic or minimal.
 - b. Utilizes the Reading Recovery method of intervention and instruction for primary students.
 - c. Is responsible for maintaining the literature collection.
 - d. Plans and conducts periodic evaluations to assess the need for changes in the reading program.
3. Curriculum
 - a. Plans and develops special reading projects as approved or provided.
 - b. Serves as a resource to the Board and Administration in areas of read instruction and curriculum.
 - c. Provides leadership in the development and implementation of the K-5 reading program.



Human Resources Experts, Inc.

Your Human Resource Experts

- d. Ensures that reading is a component of the K-5 Language Arts.
4. Remediation
 - a. Assesses the reading referrals of parents/guardians, teachers and support staff.
 - b. To provide for remedial instructional needs of students K-8 through collaboration with Academy staff, occasional small group instruction and staff development in content area reading strategies.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Reading Specialist Master's Degree Program
2. A valid Michigan Teaching certificate
3. A minimum of three years teaching experience

Demonstrate the ability to:

1. Communicate through written and oral communication skills.
2. Maintain an organized work environment.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Display a professional appearance.
7. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
8. Support the shared vision of the Academy community.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Human Resources Experts, Inc.

Your Human Resource Experts

Board of Directors strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | Reading Teacher |
| Reporting Relationship: | Assistant Principals/Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Students, Volunteers and Assigned Staff

Position Summary: The Reading Teacher is responsible for providing leadership, coordination, collaboration and innovation in reading curriculum and instruction, so that each student may drive maximum benefit from the K-5 reading curriculum.

The Reading Teacher assumes professional responsibility for providing learning experiences in Reading and Developmental Reading.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support the Academy by offering organizational and technical assistance that ensures compliance with all corporate, local, state, and federal guidelines and procedures.
3. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Advisory
 - a. Observes disabled readers in the classroom, upon teacher's request.
 - b. Assists classroom teachers in the diagnosis of students and collaborates in planning the instructional strategies.
 - c. Assists in the selection of appropriate materials utilized by the classroom teacher for corrective measures.
 - d. Provides demonstrations of new methods and materials (i.e. team teaching).
2. Developmental Reading
 - a. Develops and implements a remediation plan for students that have comprehension test results identified as basic or minimal.
 - b. Utilizes the Reading Recovery method of intervention and instruction for primary students.
 - c. Is responsible for maintaining the literature collection.
 - d. Plans and conducts periodic evaluations to assess the need for changes in the reading program.
3. Curriculum
 - a. Plans and develops special reading projects as approved or provided.
 - b. Serves as a resource to the Board and Administration in areas of read instruction and curriculum.
 - c. Provides leadership in the development and implementation of the K-5 reading program.
 - d. Ensures that reading is a component of the K-5 Language Arts.
4. Remediation



Human Resources Experts, Inc.

Your Human Resource Experts

- a. Assesses the reading referrals of parents/guardians, teachers and support staff.
- b. To provide for remedial instructional needs of students K-8 through collaboration with Academy staff, occasional small group instruction and staff development in content area reading strategies.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Reading Major (or its equivalent of 30 semester credits) or by meeting the criteria established by High Objective Uniform State Standards of Evaluation (HOUSSE) or
2. A valid Michigan Teaching certificate in Reading (BT)
3. A minimum of three years teaching experience

Demonstrate the ability to:

1. Communicate through written and oral communication skills.
2. Maintain an organized work environment.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Display a professional appearance.
7. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
8. Support the shared vision of the Academy community.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Human Resources Experts, Inc.

Your Human Resource Experts

Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

| | |
|---|--|
| Position: | School Nurse |
| Reporting Relationship: | Principal/Human Resource Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers and Assigned Staff

Position Summary: The School Nurse will promote an atmosphere for healthy learning by encouraging a state of physical and emotional wellness for all students. The School Nurse will provide the fullest possible educational opportunity for all students by minimizing absence due to illness and by creating a climate of health and well-being.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Develop policies, procedures and work standard to help ensure a healthy and safe school
3. Support the Principal by offering organizational and technical assistance that ensures compliance with all corporate, local, state, and federal guidelines and procedures.
4. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Promote student disease prevention and other health problems by observation, assessment, screenings, referral and follow-up. This will include health screenings as required and recommended by the State of Michigan; i.e., vision and hearing.
2. Prepares and submits reports for Board of Directors, Principal and other agencies as required.
3. Reviews and interprets medical and dental reports, including immunization status and implements the Michigan School Code for obtaining required immunization reports.
4. Monitors compliance of school health program with federal, state and local laws, regulations and policies.
5. Records immunizations, health findings and other relevant health data.
6. Implements policy on exclusion and re-admission of students regarding immunization non-compliance as well as infectious and/or contagious disease. Keeping Principal advised of all possible exclusions.
7. Assists with development and implementation of health policies and health related forms as needed.
8. Maintains up-to-date cumulative health records on all students and keeps other health related records as needed.
9. Keeps staff and administration informed of student health conditions as much as possible without breaching confidentiality and advises on modification of the educational program to meet health needs of individual students.
10. Works with students and parents regarding an understanding of health problems or special needs and assists with obtaining needed services.
11. Corresponds with parents on health needs of children.



Human Resources Experts, Inc.

Your Human Resource Experts

12. Reports to parents, school personnel, physicians, clinics and other agencies on school medical matters.
13. Assumes responsibility for maintaining first aid supplies as needed.
14. Administers first aid when needed. Contacts parent/guardian regarding any first aid, injury and/or illness.
15. Serves as a resource person on health issues.
16. Assists school personnel in maintaining sanitary and safe conditions in school.
17. Provide staff development on health-related topics for school staff and volunteers.
18. Supports vulnerable children by working alongside teachers, social workers, other professionals.
19. Attends in-service training programs, workshops, conferences and other professional meetings and acquires semester hours as stipulated by state requirements for school nurses.
20. Provides annual Blood Borne Pathogen (BBP) and Standard Precaution training to staff.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Prefer RN license from 4-year program, RN or other LPN license accepted.
2. Must have current state certification.
3. Experience in child health care of school nursing is preferred.
4. Maintains annual certification in CPR, First Aid and AED training.
5. Self-starter, well organized and good people skills.
6. Ability to relate well with students and adults.

Demonstrate the ability to:

1. Communicate through written and oral communication skills.
2. Maintain an organized work environment.
3. Make sound decisions within the parameters of authority.
4. Be courteous, professional, and tactful at all times.
5. Display a professional appearance.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Support the shared vision of the Academy community.
8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Human Resources Experts, Inc.

Your Human Resource Experts

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | School Psychologist |
| Reporting Relationship: | Director of Special Education/ Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for Students, Volunteers, Assigned Staff

Position Summary: The School Psychologist provides a full range of school psychological services to children ages 0-21, including screening and assessment, designing remedial educational programs, individual and group counseling with school staff, parents, and outside agencies as appropriate. The School Psychologist functions as a member of the multi-disciplinary team to determine the student's eligibility for special services, appropriate programming, and on-going progress. Implement all procedures to meet compliance standards.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer resources, professional expertise, and coaching that supports student achievement of Academy's academic standards.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to the improvement of the behavior management program.
7. Offer opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Provide individual and group services to children and/or parents that emphasize improved educational performance and/or conduct.
2. Screen and evaluate referred children including selecting appropriate instruments, administering tests, observations, and writing reports which state the evaluation findings and provide for educational program recommendations.
3. Participate as a member of the multi-disciplinary team and the individualized education program (IEP) committee contributing evaluation findings and collaborating on the child's educational plan.
4. Provide collaborative consultation and documentation of results including RTI, pre-referral intervention strategies, and providing recommendations and modifications to assist basic education staff in working with special education students in the classroom setting.
5. Consult with parents, teachers, and other appropriate staff regarding the child's program and any adaptations/materials needed to facilitate improved performance in the classroom and/or at home.



Human Resources Experts, Inc.

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6. Provide direct services through a variety of methods (e.g. classroom presentations, co-teaching in general education settings, in-services to staff/parents, etc.) as needed.
7. Maintain appropriate data on students to document current levels of performance and other pertinent information. Re-evaluate, as appropriate, to determine extent of progress and effectiveness of therapy.
8. Establish and monitor the necessary caseloads, procedures, and resources to manage school psychologist services to students/staff and work cooperatively to accomplish the goals of the IEP.
9. Adhere to the ethical standards and codes of the professional and to the established rules, regulations, and laws governing special education programs. Participate in activities that promote professional development and use clinical/educational research to enhance therapy services.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Fully licensed to serve as a school psychologist in the State of Michigan.
2. Experience working with students with special needs in an educational setting.
3. Outstanding communication skills, both verbal and written.
4. Ability to work effectively on a team with a variety of other staff members from various disciplines, as well as parents.
5. Ability to independently and accurately implement the requirements of the IDEA and Michigan's special Education Rules.
6. Outstanding evaluation/diagnostic skills particularly in the area of emotional impairments, autism spectrum disorders and cognitive impairments.
7. Strength in behavioral assessments and intervention planning.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in counseling and student and family support.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



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An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | Secondary Business, Management, Marketing, and Technology Teacher |
| Reporting Relationship: | Assistant Principal/Human Resources Experts 516 |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as the Business, Management, Marketing, and Technology Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

The Business, Management, Marketing, and Technology Teacher assumes professional responsibility for providing learning experiences in Accounting, Business Communications, Business Education, Business Law, Business Management Administration, Business Math, Business Technology, Finance, Personal Finance, Marketing Education, Computers, Computer Literacy, Keyboarding, Word Processing, Computer applications, Web Design and/or Introduction to the Internet.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.



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4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.



Human Resources Experts 516, Inc.

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5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Human Resources Experts 516, Inc.

Your Human Resource Experts

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

| | |
|---|--|
| Position: | Secondary Communication Arts Teacher |
| Reporting Relationship: | Assistant Principals/Human Resources Experts 516 |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as the Communication Arts Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

The Communications Art Teacher assumes professional responsibility for providing learning experiences in Speech, Debate, News/broadcasting, Media, Communications, Public speaking, Oral interpretation, Forensics, Journalism, yearbook, and/or School newspaper.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.



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7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.



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2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | Secondary Computer Science Teacher |
| Reporting Relationship: | Assistant Principal/Human Resources Experts 516 |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as the Computer Science Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

The Computer Science Teacher assumes professional responsibility for providing learning experiences in Computer Science, Programming, Computers, Computer Literacy, Keyboarding, Word Processing, Computer Applications, Web Design and the Introduction to the Internet.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.



Human Resources Experts 516, Inc.

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7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.



Human Resources Experts 516, Inc.

Your Human Resource Experts

2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | Secondary English Teacher |
| Reporting Relationship: | Assistant Principal/Human Resources Experts 516 |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as the English Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

The English Teacher assumes professional responsibility for providing learning experiences in English, Grammar, Writing, Poetry, Literature, Great Books, Shakespeare, Drama (Study of literature), Business Writing (offered for English credit), Writing for Publications (i.e. School Newspaper), and/or Yearbook.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.



Human Resources Experts 516, Inc.

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6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.



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Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

| | |
|---|--|
| Position: | Secondary Health Teacher |
| Reporting Relationship: | Assistant Principals/Human Resources Experts 516 |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as the Health Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Instruct students in Health, Sex Education, and Personal Hygiene. Teach students with disabilities.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.



Human Resources Experts 516, Inc.

Your Human Resource Experts

8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.



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3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

It is the policy of Dr. Joseph F. Pollack Academic Center of Excellence that no person shall on the basis of race, religion, color, national origin, sex, age or disability be excluded from participation and be denied the benefits, or be subjected to discrimination under program or activity and in employment, further the Dr. Joseph F. Pollack Academic Center of Excellence Board of Directors strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

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|---|--|
| Position: | Secondary Industrial Technology Teacher |
| Reporting Relationship: | Assistant Principals/Human Resources Experts 516 |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as a Industrial Technology Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

The Industrial Technology Teacher assumes professional responsibility for providing learning experiences in Industrial Technology, Industrial Arts, Drafting/Computer Assisted Design, Woods, Metals, and Plastics Technologies, Electricity/Electronics, Graphic Arts, Automotive and Small engine Technology, Manufacturing, Construction, Transportation, Communication, Power and Energy, technology Education, Computers, Computer Literacy, Keyboarding, Word Processing, Computer applications, Web Design, and/or Introduction to the Internet.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.



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6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.



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Your Human Resource Experts

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts



Human Resources Experts 516, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | Secondary Mathematics Teacher |
| Reporting Relationship: | Assistant Principal/Human Resources Experts 516 |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as the Mathematics Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

The Mathematics Teacher assumes professional responsibility for providing learning experiences in Mathematics, Arithmetic, Number theory, Pre-algebra, algebra, Geometry, calculus, Statistics, College algebra, trigonometry, and/or Solid geometry.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.



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7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.



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2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Secondary Science Teacher |
| Reporting Relationship: | Assistant Principal/Human Resources Experts 516 |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as a teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

The Science Teacher assumes professional responsibility for providing learning experiences in Integrated Science, General Science, Science, biology, chemistry, Physics, Earth/Space Science, and/or Physical Science..

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.



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7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.



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Your Human Resource Experts

2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

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|---|--|
| Position: | Secondary Visual Art Education Teacher |
| Reporting Relationship: | Assistant Principals/Human Resources Experts 516 |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as the Visual Art Education Teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Instruct students in Visual Arts, Visual Studies, Art, Drawing, Painting, Illustration, Sculpture, Ceramics/Pottery, Design, Art Appreciation, Computer Graphics and Design, Video, Photography and Film, Art History, Art Criticism, Aesthetics, Fiber Arts, Jewelry and Yearbook. Prepares lesson plans and establishes Visual Art Education course goals; demonstrates methods and procedures to pupils. Observes and evaluates student's work to determine student progress or to make suggestions for improvement in Visual Art Education. Accompanies students on field trips to museums or art galleries; Directs planning and supervision of student contests and arranging of Visual Art Education exhibits. Teach students with disabilities.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.



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6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.



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Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

| | |
|---|---|
| Position: | Security |
| Reporting Relationship: | Head of Security and Facilities/ Human Resources Experts, Inc. |
| Employment Type: | Non-Professional/At-Will/Non-Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: As directed by the Head of Security and Facilities

Position Summary: To oversee security services for the Academy, including all functions related to the protection of the Academy facility. To insure the Academy services are operated in compliance with state and local regulations regarding school facility safety. The position holder will maintain required records and documentation while complying with all corporate, local, state and federal guidelines and procedures for the facility. This position holder will also be responsible for overseeing emergency preparation, risk management and related duties.

Primary Tasks:

1. Share a commitment to the success of the mission, goals and objectives of the Academy
2. Support the Head of Security and Facilities by offering organizational and technical assistance that ensures compliance with all corporate, local, state and federal guidelines and procedures.
3. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Communicates district policies and enforcement procedures to students, personnel and visitors for the purpose of ensuring their understanding and the potential consequences of violation.
2. Investigates potential crimes and/or student related incidents (e.g. surveillance camera) for the purpose of resolving conflicts and/or pursuing further action.
3. Monitors school facilities (e.g. grounds, buildings, adjacent areas, parking lot, lunch time activities, hallway transitions, vehicle registration, etc.) for the purpose of providing visibility, maintaining security and deterring crime.
4. Prepares documentation (e.g. incident and activity reports, referrals, schedules, etc.) for the purpose of providing written support and/or conveying information.
5. Responds to emergency situations (e.g. fights, injury, classroom, etc.) for the purpose of addressing immediate safety concerns.
6. Physically manages students (e.g. behavioral problems, etc.) for the purpose of ensuring their own safety and the safety of others.
7. Searches students, personal property, lockers, etc. for the purpose of ensuring safety of students/personnel and referring to administration and/or law enforcement as may be required.

8. Assists other personnel as may be required for the purpose of supporting them in the completion of their work activities.
9. Must be knowledgeable of all emergency response procedures annually.
10. Conduct one-self according to professional and ethical principles.
11. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.
12. Is consistent and reliable in arrival and attendance, keeping the Head of Security and Facilities informed of planned/unplanned time off.
13. Assist with developing and implementing security protocols, emergency lockdowns and evacuation planning.
14. Coordinates with local police and fire departments
15. Comply with state and local regulations regarding the safety of Academy property.
16. Report any acts of vandalism and breakage to proper authorities.
17. Inspect the facility and grounds weekly, making recommendations for improvements to enhance safety equipment.
18. Keep accurate records of all security activities.
19. Be familiar with and support the Academy administration in the effective implementation of the Academy's emergency Response Plan, the Technology Plan and School Improvement Plan.
20. Respond to and communicate emergencies and provide hands-on assistance, wherever conditions require.
21. Identify and report safety and emergency repairs.

Performance Standards: Perform all assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Position holder will have at least one year experience in a similar position.
2. Ability to follow moderately difficult oral and written communications.
3. Dependability and demonstration of good judgment are essential.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Maintain an organized work environment.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, visitors, Authorizer and community.
6. Motivate and create a shared vision within the Academy community.
7. Be respected as an adult learner and as an individual.
8. Be courteous, professional and tactful at all times.
9. Display a professional appearance.
10. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Senior Technical Support Specialist |
| Reporting Relationship: | Principal/Human Resources Experts, Inc. |
| Employment Type: | Administrative/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for students, volunteers and assigned staff

Position Summary: The Senior Technical Support Specialist is to assist the teaching staff in maintaining appropriate classroom activities / environment to improve student learning and enhance the instructional program and available resource material. The Senior Technical Support Specialist configures and installs personal work stations and network equipment. Image and refresh workstations as needed. Installs required workstation software. Support audio visual equipment in classroom. Support phone moves, adding and changing phones.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support the Academy by offering organizational and technical assistance that ensures compliance with all corporate, local, state, and federal guidelines and procedures.
3. Support all efforts to provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Configure, image and install personal work stations and network equipment.
2. Install required workstation software.
3. Maintain an accurate inventory of district-owned software and hardware.
4. Provide technical assistance and support to end users on the application of technologies and resolution of technologies and resolution of technical issues.
5. Work with vendors to resolve technical problems as needed.
6. Perform moves, additions and changes to network user accounts.
7. Maintain required documentation.
8. Perform moves, adds and changes of telephones
9. Research and evaluate the usefulness of new hardware and software products.
10. Coordinate and conduct training workshops
11. Provide leadership for assigned projects and/or initiatives.
12. Order all supplies for technology equipment.
13. Maintain the surveillance system

Performance Standards: Perform all assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Associate's Degree in Computer Science, Information Technology or a related field preferred.
2. Two or more years of related experiences.
3. Must demonstrate a proficiency in Word, Excel and Outlook programs. Must have a strong capacity to understand and implement new computer programs along with excellent organizational skills.



Human Resources Experts, Inc.

Your Human Resource Experts

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Consistently utilize all features of the computer programs necessary for completing Academy reporting procedures.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, visitors, Authorizer and community.
6. Motivate and create a shared vision within the Academy community.
7. Be respected as an adult learner and as an individual.
8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

Human Resources Experts 0624, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Social Worker |
| Reporting Relationship: | Director of Special Education/ Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for Student, Volunteers and Assigned Staff

Position Summary: To provide the Academy community, parents, students, and teachers with an exemplary, ongoing professional student-counseling program. To provide services which contribute and respond to the individual needs of students and their parents by: arranging for initial assessments; participating on IEP team as appropriate; conducting or overseeing evaluations; developing and refining the behavior management system; monitoring interventions; serving as liaison with Academy staff and outside resources; and maintaining consistency and continuity in the Academy's response procedures.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in a school culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer resources, professional expertise, and coaching that supports student achievement of Academy's academic standards.
5. Support a school philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to the improvement of the behavior management program.
7. Oversee At-Risk program.
8. Offer opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the successful implementation of the Academy's program and for the achievement of students.
2. Develop or refine the behavior management system.
3. Assume responsibility for coordinating, monitoring, and reporting student interventions.
4. Serve as resource specialist for teachers and parents regarding any counseling needs.
5. Work with students, parents, and staff in a compassionate and productive manner.
6. Assist teachers in effective planning, organization, and implementation of strategies for optimum behavior management.
7. Serve as liaison to Academy staff and outside resources, maintaining consistency and continuity in the Academy's response procedures.
8. Plan for initial student assessment and participate on the IEP team as appropriate.
9. Conduct social/emotional assessments as required by federal and state law.
10. Utilize excellent research and communication skills, including internet research, MS Word, and educational software to support the behavior program.

Human Resources Experts 0624, Inc.

Your Human Resource Experts

11. Guide the teacher learning process toward working with student behavior and classroom management in order to better implement the personal learning plans of students.
12. Identify and develop creative intervention methods and procedures to adapt effectively to unusual situations.
13. Organize resources effectively to support student learning in the classroom, the Academy, and the community.
14. Demonstrate exceptional counseling techniques including documentation and student tracking as required by federal and state law.
15. Work cooperatively with parents and generate parents' confidence in the teacher and the Academy community at large.
16. Demonstrate genuine concern for students and teachers in a climate characterized by high personal and student expectations.
17. Promote good citizenship through actions as a positive role model.
18. Provide a school culture based on the principles of firm, fair, and consistent practices, respect for individual students, and development of responsible citizenship.
19. Participate in the development of policies and regulations that affect student development and conditions for success.
20. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
21. Conduct one's self according to professional, ethical principles.
22. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
23. Display pride in being a member of the Academy leadership team.
24. Adhere to all procedures and policies as outlined in the Employee Manual including, the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Graduate degree in counseling, social work, or related field.
2. Valid state certification.
3. Demonstrated competence as a school-based social services counselor.
4. Must demonstrate mastery of all areas of counseling responsibility and be computer literate.
5. Must demonstrate a strong understanding of local, regional, state, and federal resources that support families, students, and school institutions.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in counseling and student and family support.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.

Human Resources Experts 0624, Inc.

Your Human Resource Experts

9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature: _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Special Education Teacher |
| Reporting Relationship: | Director of Special Education/Human Resources Experts 516 |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: The Special Education Teacher is responsible for providing an educational atmosphere where students have the opportunity to fulfill their potential for intellectual, emotional, physical, spiritual and psychological growth. The Special Education Teacher is responsible for organizing and implementing an instructional program that will result in students achieving academic success in accordance with Academy policies. To provide students with a first class learning experience that maximizes their intellectual, social, emotional and physical development, including the development of their ability to apply their intellect in solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Identify, select and modify instructional resources to meet the needs of the students with varying backgrounds, learning styles and special needs.
2. Implement instructional activities that contribute to a climate where students are actively engaged in meaningful learning experiences based on learning styles and by using differentiated instruction as needed.
3. Assist in assessing curricular needs and offer plans for improvement to ensure alignment with the state standards and the Academy curriculum
4. Maintain effective and efficient record keeping procedures.
5. Provide a positive environment in which students are encouraged to be actively engaged in the learning process.
6. Communicate effectively, both orally and in writing, with students, parents and other professionals on a regular basis.
7. Collaborate with peers to enhance the instructional environment.
8. Model professional and ethical standards when dealing with students, parents, peers and subject are and/or program classification.
9. Ensure that student growth and achievement is continuous and appropriate for age group and/or program classification.
10. Establish and maintain cooperative working relationships with students, parents and schools as measured by the Academy district/school survey results.
11. Assume responsibility for meeting school-wide performance goals.
12. Demonstrate gains in student performance.
13. Meet professional obligations through efficient work habits such as: meeting deadlines, honoring schedules, coordinating.
14. Demonstrated understanding of federal and state special education laws.
15. Demonstrated understanding of inclusive education and differentiated instruction.
16. Demonstrated understanding of behavior management techniques and methods.
17. Share a commitment to the success of the mission, goals, and objectives of the Academy.
18. Support and fully participate in an Academy culture that focuses on student and adult learning.



Human Resources Experts 516, Inc.

Your Human Resource Experts

19. Set high expectations and standards for the achievement of students and own personal performance.
20. Offer content and instruction that ensures student achievement of Academy's academic standards.
21. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
22. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
23. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Teach socially acceptable behavior, employing techniques such as behavior modification and positive reinforcement.
2. Assist in all content areas.
3. Assist special needs students in the assessment and evaluation measures required by the Academy.
4. Implement the curriculum.
5. Demonstrate creativity and innovativeness in teaching styles to assist special needs students with problem solving and higher order thinking skills.
6. Modify the general education curriculum for special needs students, based upon a variety of instructional techniques and technologies.
7. Maintain accurate and complete student records and prepare reports on students' activities, as required by laws Academy policies and Administrative regulations.
8. Utilize evidence based on "best practices" to facilitate the prescribed curriculum for participating students with language problems.
9. Establish and maintain an effective and cooperative working relationship with all staff, students and parents.
10. Confer with parents, administrators, social workers and professionals to develop individualized education plans designed to promote students' educational, physical and social development.
11. Establish clear objectives for all lessons, units, projects and communicate those objectives to students.
12. Coordinate placement of students with special needs into mainstream or co-teaching classes.
13. Attend professional meetings, educational conferences and teacher training workshops to maintain and improve professional competence.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Experience working with special needs students
4. Ability to write standards based IEP's and link them with Michigan's Grade Level Content Expectations.
5. Must demonstrate competency in all areas of content responsibility and be computer literate.
6. Must be highly qualified.



Human Resources Experts 516, Inc.

Your Human Resource Experts

7. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Human Resources Experts 516, Inc.

Your Human Resource Experts

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts 516, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Summer School Coordinator |
| Reporting Relationship: | Director of Curriculum and Academic Achievement/ Human Resource Experts 516, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 516, Inc. |
| Length of Assignment: | April 1, 2014 – August 8, 2014 |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for students, volunteers and assigned staff

Position Summary: To provide leadership, supervision and assistance in the development, interpretation and evaluation of the summer school program.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of instructional staff, students, and own personal performance.
4. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
5. Provide opportunities for the school's stakeholders to be involved in student Academy success.
6. Inform, interpret and provide to the Director of Curriculum and Academic Achievement, information associated with the summer school program.
7. Serves as the Academy's contact person for summer school staff
8. Meet with staff to discuss program needs, program implementation and program monitoring.
9. Comply with legal and regulatory requirements of the various agencies.
10. Other duties as assigned by the Director of curriculum and Academic Achievement.

Essential Duties and Performance Standards:

1. Input assessment data.
2. Develop, collect and return all assessment data and materials to the Director of Curriculum and Academic Achievement at the conclusion of the program.
3. Weekly meeting with the Director of Curriculum and Academic Achievement.
4. Compile weekly and end of program attendance/data
5. Work with and complete assessment reports.
6. Any and all other duties assigned by the Director of Curriculum and Academic Achievement.
7. Recruiting of Staff
8. Recruiting of Students
9. Complete registration and enrollment process for summer school students
10. Monitor and maintain all reporting documentation for Summer School Teachers, including lesson plans and attendance logs
11. Utilize appropriate communication methods to share information about the Summer School Program with parents and staff



Human Resources Experts 516, Inc.

Your Human Resource Experts

12. Create the master schedule
13. Create forms and letters pertaining to the program
14. Create a master budget
15. Complete a detailed expenditure report
16. Complete purchase request for supplies and snacks
17. Supervise staff and students
18. Prepare and implement schedules and budget
19. Be the Administrator in charge during the program (i.e. Respond to all teacher concerns and request, track teacher attendance, respond to students who are behaviorally challenged, illnesses, etc., manage student arrival and pick up by adhering to the proper safety procedures.)
20. Complete a written evaluation of the Summer School Program

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Master's Degree (or higher) in education.
2. Michigan Teaching Certification and/or Administrative Certification required.
3. At least five (5) years of successful teaching experience in the elementary/middle school, including experience with "at-risk" at both the primary and intermediate levels.
4. Must demonstrate competency in all areas of content responsibility and be computer literate.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Research effectively, including internet research proficiency, working knowledge of computer applications, and educational software.
5. Make sound decisions within the parameters of authority.
6. Be courteous, professional, and tactful at all times.
7. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
8. Motivate and create a shared vision within the Academy community.
9. Be respected as an adult learner and as an individual.
10. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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Human Resources Experts 516, Inc.

Your Human Resource Experts

modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

Your Human Resource Experts

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|---|---|
| Position: | Superintendent |
| Reporting Relationship: | Board of Directors/Human Resource Experts, Inc. |
| Employment Type: | Administration/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 12 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: The Superintendent has supervisory responsibilities over all Academy staff.

Position Summary: Responsible to provide leadership in developing and maintaining the best possible educational programs and services for the students of our Academy system. To lead, guide, and direct every member of the administrative, instructional, and support services teams in setting and achieving the highest standards of excellence in educational programs and operating systems. To be responsible for a system of supervision and evaluation for all staff designed to meet the goals of the Academy system. To oversee and administer the use of all facilities, property, and funds in the best interests of students and the Academy system

The criteria for performing the job responsibilities of the Superintendent include the ability to function effectively in the following categories:

Communication – able to communicate clearly with all stakeholders, both verbally and in writing.

1. Keep the public informed of the status of the Academy as a whole.
2. Ensures meetings of administrators, teachers and other staff members are conducted as necessary for the discussion of matters concerning the improvement and welfare of the Academy.
3. Communicates to all staff members, directly or through delegation, actions of the Board relating to personnel matters and receives from employees communications to be made to the Board.
4. Confers as appropriate with professional and lay groups concerning the Academy program and transmits suggestions to the Board and others, as appropriate.
5. Provides the Board ample and timely information in order for them to make well-informed decisions.
6. Communicates the Vision, Mission and Belief Standards effectively to all stakeholders, is proactive and uses a variety of means to inform, commend, recommend, thank, inquire and respond.
7. Demonstrates the importance of and highly valuing the need for all employees to have the appropriate qualifications and to be offered appropriate staff/professional development, and to have understanding of the importance of the roles each of them should have for themselves.
8. Demonstrates Patience, yet ensures closure.

Leadership – Able to motivate, lead, guide and direct people and is committed to implementing the Mission, Vision and Belief Standards of the Academy.

1. Facilitates the development of and implements a collaborative effort to seek fulfillment and refinement of the educational vision, mission and beliefs and assists the Board in setting priorities for the Academy.
2. Ensures the methods of teaching, supervision, evaluation and administration in the Academy(s) reflect current best practices and are consistent with the system of the Academy



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3. Acts on employee misconduct consistent with Board policy and employment standards and reports such actions to the Board as appropriate.
4. Recommends salary changes or dismissal/non-renewal of administrators and teachers to the Board for final action.

Academy Finance/Budgeting – Extensive working knowledge of Academy finance, including budget development and management. Ability to effectively communicate with the Board, staff, community and local municipal officials. Clear understanding of federal, state, and local funding issues.

1. Demonstrates the ability to perform effective financial forecasting and long and short-term financial planning.
2. Supervises the preparation and presentation of the annual budget and recommends it to the Board for approval.
3. Explains clearly the proposed budgets, needs and priorities to all stakeholders.
4. Ensures financial procedures and accounts are maintained and that audits are performed on an annual basis.
5. Apprises the Board of the status of expenditures and receipts on a regular basis.
6. Aligns budgeted funds and human resources to achieve agreed upon strategic goals.

Organizational Management – Uses a systematic approach to managing and improving the Academy. Demonstrates excellent organizational skills, principles of strategic planning, command of Academy law and proven ability to resolve organizational conflicts.

1. As chief Academy executive, provides leadership for the development of a systematic plan to provide for continuous Academy improvement.
2. Maintains, directly or through delegation, such personnel records, pupil accounting records, business records and other records as required by law and/or Board policy.
3. Files, or causes to be filed, all reports required by state or federal laws/regulations.
4. Advises the Board of the need for new and revised policies. Ensures that all policies of the Board are implemented and followed. Involves appropriate stakeholders in the policy setting process.
5. Makes administrative decisions necessary for the effective and efficient operations of the Academy's. Acts on own discretion when emergency action is necessary in matters not covered by Board policy. Reports such emergency actions to the Board and recommends policy for future guidance.
6. Delegates to other staff, at own discretion, the exercise of any powers and duties, with the knowledge that such delegation does not relieve the Superintendent of final responsibility for any actions taken.
7. Recommends attendance boundaries for all Academy Implements Board policies and state laws/regulations for the promotion, retention and acceleration of students.
8. Makes recommendations to the Board concerning the transportation of students in accordance with Board policies, state laws/regulations, and student safety considerations.
9. Models for all Academy personnel the use of data to make well-informed decisions.

Community Relations – Recognizes the importance of both stimulating and reflecting community needs/wants regarding education. Demonstrates ability to involve the community in developing and implementing goals. Views the community/Academy relationship as a partnership.

1. Establishes and maintains a program of public relations to keep the public well informed of the activities and needs of the Academy system, affecting a wholesome and cooperative working relationship between the Academy and the community.
2. Communicates with and understands the needs and perspectives of various community groups.
3. Attends, or delegates a representative to attend, meetings of municipal agencies at which matters pertaining to the Academy appear on the agenda or are expected to be raised.
4. Has the knowledge of and the ability to keep the public informed about current educational practices, educational trends, and the policies, practices, successes and challenges of the Academy.



Academy/Community Involvement – Visible in the Academy, aware of the current issues and activities in the academy and show an interest in community affairs.

1. Visits Academy and classrooms in order to observe the quality of the educational environment. Attends a reasonable number of student/staff events.
2. Seeks to stay informed about issues and activities in the Academy that add to, or distract from the mission vision and belief standards.
3. Has a reasonable level of knowledge regarding the interaction of administrators, staff, students and parents.
4. Keeps the public informed about educational practices and trends as well as the policies, practices, success and challenges of the Academy.

School Improvement – Commitment to supervise and evaluate Academy programs in the spirit of continuous improvement; understanding of educational practices, research, and national/state/local initiatives and ability to frame issues for discussion, reach timely decisions, and implement change.

1. Is involved and ensures the conditions necessary for the change process are in place.
2. Keeps abreast with current research and educational issues.
3. Involves pertinent stakeholders in the planning process before arriving at a decision that requires their participation.
4. Ensures that there is a comprehensive system of student assessment in place.
5. Informs and advises the Board about educational programs and instructional practices in the Academy.
6. Communicates effectively with the Board, Staff, Students and the community about educational trends, curriculum needs and instructional programs.
7. Ensures the educational program complies with Board policies and applicable state and federal laws/regulations.
8. Ensures that administrators and teachers communicate student progress and Academy curricula to parents.

Curriculum – Strong commitment to leading the effort to define and deliver an effective, consistent curriculum Pre-K-12.

1. Administers the development, implementation, and assessment of educational programs consistent with the No Child Left Behind Act and other locally developed initiatives.
2. Conducts reviews of the total school program and advises the Board on recommendations for the educational advancement of the Academy.
3. Recommends to the Board, through the use of appropriate personnel, adoption of courses of study, curriculum, teaching materials, etc.
4. Ensures the timely revisions of curriculum and courses of study.

Superintendent/Board Relations – understand that the Superintendent is responsible for the leadership of the Academy under the Board’s policies and is accountable to the Board. Supports and facilitates the work of the Board. Maintains open communication with the Board.

1. Supervise and ensures compliance with all laws, regulations and Board policies.
2. Presents information and recommendations necessary to assist the Board in performing its duties effectively, including the need for policy on particular subjects.
3. Serves as an ex officio member of all Academy/Board committees, attending meetings as specified by the Board.
4. Assists the Board in developing annual and long-range goals for the Academy.
5. Performs such other tasks as may be assigned by the Board.

Staff Development – Committed to and fosters continuous staff improvement. Emphasizes both system-wide and individual development.

1. Fosters an environment that encourages continuous learning and improvement on the part of Academy staff.
2. Ensures protocols are in place to develop and implement an effective system of staff development focused on improving the educational and operational programs for each of the schools in



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- collaboration with the Board, administration and District.
3. Demonstrates a strong advocate for staff to participate in conferences, visitations and coursework within the framework of the Academy budget.
 4. Keeps the Board abreast of staff development priorities, needs and activities.

School Facility Management – Good understanding of facilities management, including development of long-term maintenance plans and budgeting/planning for future building needs.

1. Makes recommendations to the Board on the location and size of new Academy sites and additions to existing site(s) as well as the location and size of new buildings on sites; plans for new Academy buildings and new sites as well as for improvements, alterations and changes in buildings and equipment.
2. Develops and implements short and long-term maintenance plans for Academy building(s) and grounds, delegating particular duties as the Superintendent deems appropriate.
3. Includes maintenance and other facilities/equipment needs in budget planning.
4. Develops and implements guidelines and procedures governing the use and care of Academy facilities and property.

Required Education/Skills:

1. Administrator Certification preferred.
2. Master's degree in education, management, or related field.
3. A minimum of five to 10 years or more demonstrated work experience as a Principal, Assistant Principal, or related professional field.
4. State law requires proof of having earned 6 semester hours or 18 State Board Continuing Education Units (CEUs), or any combination thereof, prior to hire. Upon hire, the Principal must then meet the on-going continuing education requirements within 3 years.
5. Meet professional development requirements prescribed by rule promulgated by the State of Michigan.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Work on multiple projects and adhere to deadlines.
3. Respond to requests by the Academy Board, Authorizer, and parents in a positive and timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to



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this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

It is the policy of Dr. Joseph F. Pollack Academic Center of Excellence that no person shall on the basis of race, religion, color, national origin, sex, age or disability be excluded from participation and be denied the benefits, or be subjected to discrimination under program or activity and in employment, further the Dr. Joseph F. Pollack Academic Center of Excellence Board of Directors strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

| | |
|---|---|
| Position: | Teacher |
| Reporting Relationship: | Assistant Principal/Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts 0624, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as a teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.

11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.

9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

An Equal Opportunity/Affirmative Action Employer

It is the policy of Dr. Joseph F. Pollack Academic Center of Excellence that no person shall on the basis of race, religion, color, national origin, sex, age or disability be excluded from participation and be denied the benefits, or be subjected to discrimination under program or activity and in employment, further the Dr. Joseph F. Pollack Academic Center of Excellence Board of Directors strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

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|---|--|
| Position: | Technology Teacher |
| Reporting Relationship: | Assistant Principals/Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as a teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Assumes professional responsibility for providing learning experiences in the Technology Education disciplines and supervision of students in a supportive and positive climate that develops in each student the skills, attitudes and knowledge to meet and exceed the curriculum.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.
4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.



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8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.
5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.



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3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____



Human Resources Experts, Inc.

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|---|--|
| Position: | World Language (Spanish) Teacher |
| Reporting Relationship: | Assistant Principals/Human Resources Experts, Inc. |
| Employment Type: | Professional/At-Will/Exempt |
| Name of Employer: | Human Resource Experts, Inc. |
| Length of Assignment: | 10 Months |
| Criminal Background Check Requirement: | Yes |

Supervisory Responsibilities: Responsible for the Students, Volunteers, and Assigned Staff

Position Summary: To serve as a teacher for the Academy. To provide students with a first class learning experience that maximizes their intellectual, social, emotional, and physical development, including the development of their ability to apply their intellect to solving problems and contribute to their communities as enlightened and responsible citizens.

Introduce and strengthen language with supporting materials in Spanish to develop a high level of proficiency. Encourage students to develop oral and literacy language skills appropriate to age and abilities by consistent modeling. Demonstrate positive attitudes toward Spanish speaking cultures and those who speak Spanish. Use a range of teaching strategies and instructional practices. Participate in the Spanish curriculum development. Communicate knowledge of the Spanish language and cultures. Be knowledgeable in the core processes, skills and content of all curriculum areas. Recognize the varying levels of Spanish proficiency in classes. Use cooperative learning during Spanish instruction consistently. Attend local or national professional development workshops on second language acquisition and stay current with language acquisition research findings and legislative news.

Primary Tasks:

1. Share a commitment to the success of the mission, goals, and objectives of the Academy.
2. Support and fully participate in an Academy culture that focuses on student and adult learning.
3. Set high expectations and standards for the achievement of students and own personal performance.
4. Offer content and instruction that ensures student achievement of Academy's academic standards.
5. Support an Academy philosophy that values continuous learning for adults tied into student learning and other Academy goals.
6. Use multiple sources of data collection to analyze barriers to student achievement and to access, identify, and apply to instructional improvement.
7. Provide opportunities for the community to be involved in student and Academy success.

Essential Duties and Performance Standards:

1. Accept responsibility for the achievement of students.
2. Guide the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
3. Demonstrate effective planning and organization for instruction by: having lesson plans available at least one week in advance to assist in case of absence, taking attendance as required, tracking and submitting grades accurately and on time, and keeping classroom organized, neat, and attractive at all times.



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4. Motivate students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback, set high expectations, and demonstrate sensitivity to different learning styles.
5. Use creative instructional methods and procedures and adapt effectively to unusual situations.
6. Select appropriate materials for implementation of the Academy Curriculum and adapt materials and methods to learning styles and abilities of students.
7. Use resources effectively to support learning activities in the classroom, the Academy, and the community.
8. Demonstrate exceptional classroom techniques which include: the art of questioning, clarity of assignments, communication in large and small groups and with individual students, an atmosphere of mutual respect, independent thought and expression, and student and Teacher experiences.
9. Work cooperatively with parents and generate parents' confidence in the Teacher.
10. Demonstrate genuine concern for students in a climate characterized by high personal and student expectations.
11. Promote good citizenship through actions as role model.
12. Provide a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
13. Participate in the development of policies and regulations that affect instruction and conditions for success.
14. Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
15. Share responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy, serving when asked, as a Teacher mentor.
16. Conduct one's self according to professional, ethical principles, continually striving to improve classroom methods, teaching techniques, interpersonal relationships, and adhering to all Academy policies for both students and personnel.
17. Share responsibility for marketing the Academy in the community.
18. Display personal qualities that reflect favorably upon the individual, the group, and the Academy.
19. Display pride in being a Teacher and a member of the Academy team by displaying positive behavior and fully participating in the Academy culture, attending faculty meetings and participating on committees.
20. Identify and participate in professional development opportunities.
21. Conduct and document parent conferences.
22. Be familiar with, and support Academy administration in the effective implementation of, the Academy's Emergency Response Plan.
23. Adhere to all procedures and policies as outlined in the Employee Manual, including the requirement to submit to a criminal records check.

Performance Standards: Perform various assigned responsibilities, as allowed by state and federal law, of other employees in their absence to the extent other responsibilities permit.

Required Education/Skills:

1. Bachelor degree in education or related discipline (i.e., social science, humanities).
2. Must have appropriate credentials as designated by the Michigan Department of Education.
3. Must demonstrate competency in all areas of content responsibility and be computer literate.
4. Must be highly qualified.



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5. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Demonstrate the ability to:

1. Communicate through superior written and oral communication skills.
2. Exhibit a high caliber of expertise in subject matter.
3. Work on multiple projects and respond to requests and deadlines in an accurate, timely manner.
4. Make sound decisions within the parameters of authority.
5. Be courteous, professional, and tactful at all times.
6. Maintain a positive working relationship with faculty, staff, Academy Board members, parents, students, Authorizer, and community.
7. Motivate and create a shared vision within the Academy community.
8. Be respected as an adult learner and as an individual.
9. Serve as a role model who acknowledges through actions and behaviors the critical value of human relationships in achieving personal and professional goals and the organizational purpose.

Required Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed in this position description are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Disclaimer: This description is intended to indicate the kinds of tasks and levels of work difficulty that will be required of this position. It is not intended to limit, or in any way to modify the right of any supervisor to assign, direct, or reassign duties and responsibilities to this job at any time. The use of a particular illustration shall not be used to exclude non-listed duties of similar kind or level of difficulty.

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Employee Printed Name: _____

Employee Signature: _____ Date: _____

Human Resources Signature _____ Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made as of this 1st day of January, 2016 by and between the Board of Directors of Dr. Joseph F. Pollack Academic Center of Excellence (PACE Academy (the "Academy"), a Michigan public school academy chartered by the Board of Trustees of Eastern Michigan University, (the "Authorizer") pursuant to Part 6A of the Michigan Revised School Code, with a campus located at 23777 Southfield Road, Southfield, MI 48075 and Human Resource Experts #624, Inc., a Michigan for-profit corporation ("HR COMPANY"), whose mailing address is 805 Oakwood Drive, Suite 624, Rochester, MI 48307, and telephone is (248) 276-0950.

WHEREAS, the Academy is a Michigan public school academy; and

WHEREAS, the Academy and HR COMPANY desire to enter into an independent contracting relationship whereby HR COMPANY will be engaged to provide the services as set forth in this Agreement; and

WHEREAS, the Academy and HR COMPANY desire to set forth their understandings with respect to the relationship between them, the scope of their relationship and the limitations on the relationship between the parties.

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

1. Engagement. The Academy hereby engages HR COMPANY and HR COMPANY accepts such engagement to serve as an independent contractor to provide the services as set forth in this Agreement for the consideration and upon the terms and conditions set forth in this Agreement.
2. Relationship. The relationship between the Academy and HR COMPANY shall be that of independent contracting parties. Except as otherwise provided in the Agreement and subject to the Contract to Operate a Public School Academy between the Academy and the Authorizer (the "Charter Agreement"), HR COMPANY shall be self-directed in its activities and shall determine its own methods and manner for performing the services to be performed under this Agreement within the overall policies and budgets established by the Academy, as the same may be amended by the Academy from time to time. Except as otherwise specifically provided for in this Agreement, HR COMPANY shall at no time represent itself to be an employee, servant or agent of the Academy. Persons provided to the Academy by HR COMPANY shall be and remain employees of HR COMPANY during the term of this Agreement and shall be directly accountable to HR COMPANY. Persons provided to the Academy by HR COMPANY shall not be considered to be employees of the Academy for any purpose. HR COMPANY and its employees shall be considered "school officials" solely for purposes of compliance with the Family Educational Rights and Privacy Act, as amended.
3. Taxes, Worker's Compensation Insurance and Other Expenses
 - A. HR COMPANY shall be responsible for paying all of its own taxes, including Federal and State Income Taxes, FICA, FUTA, Workers' Compensation and Unemployment to the extent that any or all of the foregoing are applicable. Subject to the Academy's payment obligations set forth in paragraph 10 of this Agreement, HR COMPANY shall defend,

indemnify and hold harmless the Academy from and against any losses, assessments, taxes, costs, penalties, interest, premiums and attorneys' fees incurred by the Academy and the Board (a) related to any failure by HR COMPANY and/or its employees to pay federal, state or local income, social security, worker's compensation, unemployment compensation or other taxes or premiums and/or file returns in connection therewith, and/or (b) due to the determination by the Federal, State or Local Government or other regulatory body having jurisdiction over any part of the Academy's operations classifying one or more of HR COMPANY's employees as an employee of the Academy or a joint employee of the Academy and HR COMPANY due to the actions or inactions of HR COMPANY or its agents and employees which shall be a proximate cause of such classification. Should such classification occur, the Academy shall have the option to pay any resulting tax and/or premium obligations and offset such payments against any amount coming due and owing to HR COMPANY under this Agreement. HR COMPANY shall acquire, as required by law, workers' compensation insurance for itself, its employees or agents and shall defend, indemnify and hold harmless the Academy from and against any claim for workers' compensation brought by or an account of HR COMPANY or by any of its employees and/or agents. HR COMPANY agrees it will make all payments for benefits, salaries, workers' compensation, unemployment compensation and liability insurance for its employees.

- B. Neither HR COMPANY nor its employees shall be entitled to participate in any of the Academy's retirement programs or fringe benefits if or when offered. HR COMPANY shall not be required to pay for professional dues, seminars, convention costs and any other business related expenses for any HR COMPANY employees assigned to the Academy. Except as otherwise provided for in this Agreement, the Academy shall not be required to pay for any professional dues, seminars, convention costs and any other business related expenses of HR COMPANY corporate or support staff. 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 HR Company.

4. Term. The initial term of this Agreement shall commence on January 1, 2016 and shall continue for a period of twenty-four (24) month(s), ending on December 31, 2017 unless sooner terminated as provided for in this Agreement. Upon expiration of the initial term, this Agreement may be extended for additional 12 month terms upon mutual written agreement of the Parties. The minimum annual administrative fees are \$58,900, subject to the provisions of paragraph 10. The effective date for the employment of staff will be the effective date of the workers compensation insurance with the first payroll occurring on the first regularly scheduled pay date on January.

5. Duties of HR COMPANY. During the term of this agreement, HR COMPANY shall be responsible to provide the HR management services as set forth in this Agreement and as outlined in the "HR List of Services and Responsibilities" attached.

6. Working Facilities. HR COMPANY may utilize the premises and facilities of the Academy in rendering services pursuant to this Agreement, including existing Academy infrastructure, such as office space, internal mail service, copiers, computers, internet access and email addresses. The

Academy shall, upon request by HR COMPANY, make available a reasonable accommodation to any Worksite Employee (as defined herein) entitled to such under the American with Disabilities Act Amendments Act as amended, (the "ADAAA of 2008"), the Federal Rehabilitation Act or any comparable law. The Academy will bear the cost of providing the reasonable accommodation to any Worksite Employee assigned to the Academy entitled to such. The Academy shall also bear the cost of providing a workplace that is in compliance with any requirements of the ADAAA of 2008, the Federal Rehabilitation Act or similar federal, state or local law.

The Academy will bear the cost and provide Worksite Employees with legally-mandated written safety procedures specific to public schools for assigned areas; including but not limited to tornadoes, hazardous materials, blood borne pathogens, and power failures. Mandated protections, including but not limited to, uniforms, gloves, immunizations or equipment, shall be provided where needed by the Academy, for Worksite Employees assigned to the Academy.

7. Records. All records and related documents prepared by HR COMPANY or otherwise created in connection with the rendering of services at the Academy's offices shall be prepared in accordance with practices and procedures determined by HR COMPANY and the Academy. HR COMPANY shall make any information under its control concerning the operation and management of the Academy, including without limitations the information described in Schedule 4 of the Academy's Charter Agreement with its Authorizer, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the law. Such records shall be maintained in secured files on the premises of the Academy. All records shall be the property of the Academy.

On an annual basis, HR Company agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 504(c) of the Code, MCL 380.503c, shall have the same meaning in this Agreement. HR COMPANY shall also provide the Academy with any other information as deemed necessary by the Academy to fully satisfy its obligations under Sections 7.4 and 7.11 of the Charter Agreement. HR COMPANY shall assist the Academy in timely complying with any and all compliance and reporting obligations it may have to the Michigan and United States Departments of Education, its Authorizer, or as otherwise mandated by applicable law.

All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly accessible at the Academy facility. All financial, educational and student records, under HR COMPANY's care and control pertaining to the Academy are Academy property, and those records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon written request, at the Academy's physical facility. Except as permitted under Contract and Applicable Law, the Agreement shall not restrict the Authorizer's or the public's access to the Academy records.

All records of HR COMPANY related to the Academy shall be made available to the Academy's independent auditor upon request for purposes of auditing such records for compliance with applicable law. HR COMPANY will cooperate with said auditor, and HR COMPANY shall not select or retain the Academy's auditor.

8. Purchases. HR COMPANY shall make no purchases of personal property on behalf of the Academy, nor shall it engage in procurement of same. Any property owned or purchased by HR COMPANY shall be inventoried in such a manner so that it can be clearly established which property

belongs to the Academy and which property belongs to HR COMPANY. Any equipment purchased by HR COMPANY, with the approval of the Academy on behalf of, or as an agent of the Academy shall remain the property of the Academy. HR COMPANY shall comply with the Revised School Code (including, but not limited to, sections 1267 and 1274) as if the Academy were making these purchases directly from a third party supplier. If HR COMPANY procures equipment, materials, or supplies at the request or on behalf of the Academy, HR COMPANY shall not include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties.

9. Proprietary Information. The Academy owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by HR Company at the direction of the Academy Board with Academy funds. All HR Company educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.

10. Confidential Information and Records.

- A. Except as required in its duties to the Academy, or as required by law or regulation, HR COMPANY agrees that it will never, during the term of this Agreement, or at any time subsequent to termination of this Agreement, directly or indirectly use or disclose any confidential information of the Academy without the consent of the Academy. Confidential information shall be defined as information protected by law, such as the Family Educational Rights and Privacy Act or as designated by the Academy and specifically designated as exempt from disclosure pursuant to the Freedom of Information Act.
- B. All records, forms, materials, and supplies or any reproduced copies provided and furnished by the Academy to HR Company or its employees or agents or obtained by either of them or their employees or agents during the course of rendering services to the Academy shall always remain the property of the Academy and shall be returned to the Academy on demand, or upon termination of this Agreement.
- C. HR COMPANY hereby acknowledges that it shall assist the Academy in properly complying with any written requests made pursuant to the Michigan or Federal Freedom of Information Acts. The Academy will reimburse the HR COMPANY for any reasonable costs incurred in the fulfillment of any requests.

The confidentiality obligation of HR COMPANY under this Section shall survive termination of this Agreement.

11. Compensation & Reimbursement to HR COMPANY. During the term of this Agreement, HR COMPANY shall be paid fees and compensation in accordance with the fee schedule; Schedule A, and shall employ individuals with at least the qualifications required by the Academy, Board of Directors and applicable law. HR COMPANY will have a dedicated service staff member visit and perform services on a regular basis at the Academy and bill in accordance with the fee schedule. The Academy recognizes that a majority of the services involve planning and preparation in advance of this contract and in the beginning of each contract period. As such, the Academy understands it will pay the Minimum Annual Contract Billing, less the administrative fees billed and collected at termination to recoup those services performed, in the event of an early termination of the Agreement by the Academy, provided the termination is without cause. If the Academy terminates the Agreement early with cause, the Academy shall only pay for the services rendered by HR COMPANY prior to termination.

Payments for payroll, benefits and all fees shall be paid in full by way ACH or wire

transfer from the Academy's account no later than three (3) business days before the payroll check date on the normal payroll frequency. In the event that the Academy, in any fiscal year, does not make two consecutive payments on the due date of the invoice, and in the manner specified, HR COMPANY shall, upon written demand, be entitled to implement the State School Aid Payment Agreement in the form attached as Schedule B as the means by which it shall obtain payment of all amounts owing and thereafter all payments for payroll, benefits and all fees by the Academy to HR COMPANY for the balance of the fiscal year in question. Upon written demand by HR COMPANY, the Academy shall, within five (5) days of such demand, deliver to HR COMPANY a fully executed State School Aid Payment Agreement, acknowledged by the Academy's Authorizer. In the event that HR COMPANY implements a State School Aid Payment Agreement, the State School Aid Payment Agreement shall not, in any way, supersede or diminish the rights, responsibilities, and duties of the Academy and the Authorizer set forth in the Charter Agreement or incurred by the Academy pursuant to its undertakings in bonds.

The Academy shall pay to HR COMPANY all costs incurred by HR COMPANY in connection with Worksite Employees, including but not limited to: all payroll, all applicable federal, state and local taxes, all premium contributions in connection with employee benefits, including all workers compensation premiums, all insurance premiums, all fees incurred in securing the payments by way of the State School Aid Payment Agreement and all unemployment compensation charges from the date services begin hereunder. All federal or state tax credits, savings or deductions (including but not limited to IRC Section 125) are the property of HR COMPANY as the employer of record. Tax liability and workers' compensation rates are noted in Schedule A. Any required adjustment to federal, state or local taxes or insurance premiums applicable to this Agreement or change in status of the Worksite Employee shall be effective on the date of such adjustment or change. HR COMPANY shall at all times remain responsible for payment of such benefits, taxes, contributions, premiums and payrolls, it being understood by the parties, however, that the ability of HR COMPANY to comply with this requirement is contingent upon timely receipt of payments and fees due hereunder

HR COMPANY, through its onsite supervisor, the School Leader, will verify all time submissions of Worksite Employees. If the Academy believes that there is an error in a Worksite Employee's time or payment, the Academy will communicate and provide written proof of the error. Until corrected, the Academy will not deduct any amount from payment of its current invoice as a credit or setoff. Errors, upon verification, shall be corrected by an adjustment on the next invoice.

12. Work Environment. The Academy shall reasonably cooperate with HR COMPANY's input with regard to compliance with all applicable health and safety laws, regulations, ordinances, directives, and rules of controlling Federal, State and Local Government. HR COMPANY's onsite supervisor, the School Leader, or his/her designee will immediately report all employee accidents and injuries to HR COMPANY within twenty-four (24) hours after the accident. HR COMPANY shall be solely responsible for compliance with all federal laws related to the Immigration Reform and control Act of 1986, as amended, including but not limited to, the screening of potential employees for verification of employment and filing form I-9 or its successor form.

The Academy and HR COMPANY shall mutually develop procedures that provide for the use of all personal protective equipment, as required by federal, state or local law, regulation, ordinance, directive, or rule. HR COMPANY, HR COMPANY's workers' compensation carrier and HR COMPANY's liability insurance carrier shall have the right to inspect the Academy's place of business at all times to ensure compliance with this Section and with the terms of this Agreement. HR COMPANY, through its onsite supervisor, shall be responsible for providing records of hours worked by its employees. The Academy will reimburse HR COMPANY only for overtime authorized by the School Leader of the Worksite Employees assigned to the Academy.

13. Representations and Warranties. The Academy has the authority under the Revised School Code and other applicable laws and regulations to execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement such that the Academy's execution, delivery and performance of this Agreement do not violate any terms or provisions of any separate contract, applicable laws or other policies.

HR COMPANY is a Michigan for-profit corporation and is in good standing and authorized to conduct business in the State of Michigan. HR COMPANY has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. HR COMPANY acknowledges that it is not in breach or default under any loan or financial obligations, including, but not limited to salary obligations and related benefits, payroll taxes, and leases for real and personal property.

Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement. HR COMPANY shall notify the Academy if any principal or officer of HR COMPANY as a corporate entity (including any related organizations or organizations in which a principal or officer of HR COMPANY serves or has served as a principal or officer) has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

This Agreement shall not be assignable without prior notification to the Eastern Michigan University Charter Schools Office. Any assignable party shall be considered an Educational Services Provider ("ESP"), as defined by Eastern Michigan University's ESP Policies. As such, any assignable party shall follow the requirements set forth in those ESP Policies.

14. Employer of Personnel. All administrators, teaching, instructional, support, and any other personnel performing functions on behalf of the Academy who are provided to the Academy by HR COMPANY shall be employees of HR COMPANY ("Worksite Employee"). Specifically, HR COMPANY shall enjoy the sole and exclusive right to screen, hire, fire, evaluate, discipline and train staff by itself. Unless required by applicable statute, court, or administrative decision or an Attorney General opinion, HR COMPANY shall not make payments to the Michigan Public School Employees' Retirement System ("MPERS") or any other public retirement system on behalf of its employees. In the event of a finding that payments to MPERS or other public retirement system are due on behalf of or to HR COMPANY's employees who have been assigned to work or are currently assigned to work at the Academy, HR COMPANY shall be responsible for the payment of such benefit to such employees, limited to 50% of the HR Administration fees collected in the year the finding against the Academy. Otherwise, the Academy and its Board will respect the employer rights of the HR COMPANY and specifically avoid any actions that would contradict or damage the HR COMPANY as the employer of record. As of the date of this Agreement, the Academy is not required, by applicable law, to provide tenure to its certified teachers. HR COMPANY shall not engage in a practice that abrogates this protection. Employment records of HR COMPANY employees shall be made available to the Academy's independent auditor upon request for purposes of auditing such records for compliance with applicable law. HR COMPANY will cooperate with said auditor, and HR COMPANY shall not select or retain the Academy's auditor.

A. Compliance with School Safety Initiative. Under the provisions of Michigan Public Act 84 of 2006, as amended (hereafter "PA 84 of 2006"), the Academy is required to have all of HR COMPANY'S agents, employees or representatives who will be on the Academy's premises fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of

Investigation, as detailed in PA 84 of 2006, prior to commencing any work under this Agreement. The Academy, as the authorized recipient of the results of the background check, shall issue a red light / green light letter disclosing the fact of passing or failing the background check to HR COMPANY without disclosing any specific results. The School Leader, or their designee, shall store evidence of such on site, in physical form, at the Academy or directly accessible at the Academy facility. The cost of this storage plan shall be borne by the Academy for those staff who are included within the Description of Staff Responsibilities appended to the Academy's Charter Agreement.

- B. Compliance with PA 84 of 2006. In addition, unless notified it is not subject to PA 84 of 2006, HR COMPANY represents and warrants to the Academy that it will at all times during the term of this Agreement be in compliance with the provisions of PA 84 of 2006, including, but not limited to, reporting to the Academy within 3 business days of when the HR COMPANY or any of its agents, employees or representatives who will be on the Academy's premises, are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006. HR COMPANY shall immediately report to the Academy if such person is subsequently convicted, pleads guilty or pleads no contest to such crime.
- C. Unprofessional Conduct Checks. HR COMPANY further acknowledges and agrees that it will conduct unprofessional conduct checks, in accordance with MCL 380.1230b, before hiring an employee assigned at the Academy.

15. No Authority to Contract. HR COMPANY shall have no authority to commit the Academy to any contract or obligation, without the expressed prior approval of the Academy. No contract may be executed on behalf of the Academy by HR COMPANY. Only authorized personnel of the Academy are authorized to execute contracts on behalf of the Academy. Accordingly, the Academy shall have no authority to commit the HR COMPANY to any contract or obligation, without the expressed prior approval of the HR COMPANY. No contract may be executed on behalf of the HR COMPANY by the Academy. Only authorized personnel of the HR COMPANY are authorized to execute contracts on behalf of the HR COMPANY.

16. Additional Warranties. HR COMPANY represents and warrants to the Academy that HR COMPANY's agreement to perform its duties under this Agreement does not violate any agreement or obligation to which HR COMPANY is bound and the services provided by HR COMPANY shall be performed in a professional manner and shall be of a high grade, nature and quality and shall be performed in a timely manner consistent with the terms and conditions of this Agreement.

17. Other Activities. HR COMPANY shall remain free to engage in other independent contracting activities, provided, however, that HR COMPANY shall at all times remain available to perform its services under this Agreement in a first class manner and shall refrain from engaging in any activities which it knows or reasonably should know are inconsistent with, which interfere with, or which are in conflict with any of the terms of this Agreement or the business or operational interests of the Academy.

18. Indemnification. To the extent permitted by law, HR COMPANY shall indemnify, defend and hold harmless the Academy and all of its Directors and agents from and against all taxes, penalties, fines, damages, sanctions, losses, assessments, liabilities, claims, demands, judgments, or other

forms of liability, costs, obligations and other expenses, including reasonable attorneys' fees and costs of litigation, whether or not resulting from third party claims, arising out of any act, omission, negligence or misconduct of HR COMPANY or any of its directors, owners, agents or employees and any breach or other default or noncompliance with any agreement, representation, warranty or covenant on the part of HR COMPANY, its directors, owners, agents or employees contained in this Agreement or the provision of any of the services contained in or made pursuant to this Agreement. HR COMPANY also agrees to defend, indemnify and hold harmless the Academy and all of its agents and Directors from any claims made by HR COMPANY's internal staff employees including, but not limited to charges of discrimination brought through the State Department of Labor, the Equal Employment Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with federal and state wage and hour laws, wrongful termination, discrimination, denial of due process or other labor-related causes of actions resulting from employee discipline or termination. HR COMPANY shall notify its insurance company, recognize and name the Academy, as additional insured on all applicable policies of insurance, including, but not limited to, general liability and umbrella policies, and provide a certificate of insurance to the Academy evidencing the same.

To the extent permitted by law, or the Academy's Charter Agreement, the Academy and its Board hereby agrees to indemnify and hold harmless HR COMPANY and its respective officers, directors, employees, agents and representatives, from and against any and all liabilities, costs, causes of action, damages and expenses (including reasonable attorney's fees and costs of litigation) which HR COMPANY may incur as a result of the negligent acts or omissions of the Academy or its Board members, directors, officers, employees (if any) vendors, agents and representatives. The Academy will notify its insurance company, recognize and name HR COMPANY as an additional insured on all applicable policies [with the exception of EPLI, which HR COMPANY shall obtain on behalf of the Academy; the premium of which shall be billed in advance through (without markup) to the Academy by HR COMPANY]. The Academy Board will follow all reasonable directives of the HR COMPANY's designated agent, the School Leader, in the management and minimization of any and all risks, provided such directives do not abrogate the Academy's extant policies, at the time of the directive in question, or place the Academy in breach of its Charter Agreement or other contractual undertakings.

The indemnification obligations of the parties under this Section 17 shall survive termination of this Agreement.

19. Indemnification of Authorizer. The parties acknowledge and agree that the Authorizer Board of Regents and its members, officers, employees, agents or representatives (collectively, the "Authorizer") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless the Authorizer 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 the Authorizer, which arise out of or are in any manner connected with the University Board's approval of the Academy application, the Authorizer'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 the Authorizer upon information supplied by the Academy or HR COMPANY, or which arise out of the failure of the Academy to perform its obligations under the Charter Agreement issued to the Academy by the Authorizer. The parties expressly acknowledge and agree that the Authorizer may commence legal action against either party to enforce its rights as set forth in this Agreement.

20. Insurance. The Academy will obtain and maintain insurance as required in the Charter Agreement and will name HR COMPANY as an additional insured on its general liability insurance policy. HR COMPANY shall maintain such policies of insurance as required by Michigan University

Self Insurance Corporation (MUSIC), the Academy's Charter Agreement and applicable law. Additionally, HR COMPANY shall name the Academy and the Authorizer as an additional insured on a separate general liability and umbrella insurance coverage in amounts and on such terms as the Authorizer and Academy Board may require. Such insurance policies shall not be changed, revoked, or modified absent 30 days' notice to the Authorizer's President. In the event the Authorizer modifies the level, type, scope or other aspects of such coverage, then HR COMPANY shall undertake like and similar modifications within 30 days of being notified of such change. Each party shall ensure that its relevant policies of insurance do not exclude abuse or sexual molestation.

21. Right to Termination. Notwithstanding anything herein contained, either party may terminate this Agreement, without cause, upon thirty (30) days advance written notice or immediately by the Academy for Cause. For purposes of this Agreement, the term "Cause" shall mean:

- A. the failure of HR COMPANY to comply with any of the material terms of this Agreement after being given written notice of such failure by the Board of the Academy and the failure to cure such condition within thirty (30) days after receipt of such notice;
- B. the failure of HR COMPANY to implement, or adhere to, reasonable policies or directives of the Board of the Academy after being given written notice of such refusal by the Board and the failure to cure such condition within thirty (30) days after receipt of such notice;
- C. the failure of HR COMPANY to competently perform the duties imposed pursuant to this Agreement, and the failure to cure such condition within thirty (30) days after receipt of such written notice from the Board of such failure;
- D. any action or inaction by HR COMPANY that is not cured within thirty (30) days of written notice thereof which causes the Charter Agreement to be revoked, terminated, suspended or which causes the Charter Agreement to be put in jeopardy of revocation, termination or suspension by the Authorizer;
- E. the failure of HR COMPANY upon receipt of all outstanding funds from Academy or its Board to pay all taxes as required under the terms of this Agreement.
- F. with regard to HR COMPANY, the failure of the Academy to;
 1. make any monetary payment required under this Agreement within five (5) days of written notice or, alternately, failure of the Academy to produce a State School Aid Intercept and Direction, acknowledged by the Academy's Authorizer, upon written notice by HR COMPANY as permitted under the terms of this Agreement within five (5) days of HR COMPANY's written demand of same to the Academy or its authorized agent;
 2. comply with any material term of this Agreement after being given written notice of such failure by HR COMPANY and the failure to cure such condition within thirty (30) days after receipt of such notice;

3. failure to implement reasonable recommendations of the HR COMPANY, and failure to notify HR COMPANY of any material matter related to any Worksite Employee, provided the Academy Board possesses, at all pertinent times, actual knowledge of such material matter;
4. failure of the Academy to cooperate in the investigation of a workplace complaint, or committing any act which would cause a loss to the HR COMPANY, or restricts or limits the HR COMPANY's rights as the sole employer of staff at the Academy;

22. Termination.

- A. Obligations upon Termination. In the event that either the Academy or the HR COMPANY does not renew this Agreement at the end of the initial term or any renewal term, or if the Agreement is otherwise terminated as provided herein, the employment relationship shall end at the expiration of the initial term or the renewal term, or on the effective date of any mid-term terminations, as the case may be. Upon termination, HR COMPANY shall notify its Worksite Employees that their assignments with the Academy have been terminated. The Academy has the first option upon termination to hire any Worksite Employees. In order to minimize any unemployment liability that may be incurred, the HR COMPANY has the right to reassign any Worksite Employees not hired by the Academy or terminate their employment at its option. Upon expiration of this Agreement and the employment relationship, the HR COMPANY shall terminate all policies and endorsements covering the Academy and/or the Worksite Employees hired by the Academy or not retained by the HR COMPANY. Further, the Academy and the HR COMPANY shall each remain responsible for:
1. all fees, payments and other charges owing under this Agreement by the respective parties through the effective termination date; and
 2. any termination charges as provided for and as allocated in this Section.
- B. Upon termination of this Agreement for any reason and after payment by the Academy of all invoices, HR COMPANY shall, without further charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to the new human resources management company or the Academy; (iii) organize and prepare students records for transfer to the new human resources management company; and (iv) provide for the orderly transition of employee compensation and benefits to the new human resources management company or the Academy without disruption to staffing, if those areas are under the HR COMPANY's sole control.
- C. Notwithstanding anything in this Agreement to the contrary, in the event that the Authorizer determines to exercise its prerogative under the Section 9.3 of the Charter Agreement and MCL 380.507(7) to reconstitute the Academy by requiring the early termination or amendment of this Agreement, there shall be no cost or penalty to the Academy, and no recourse to the Authorizer or any third

party affiliated with or engaged by the Authorizer, by HR COMPANY or any subcontracted person or entity of HR COMPANY.

D. Termination Charges.

1. Subject to the limitations of Section 21.D above, upon termination of this Agreement by the Academy prior to the end of the initial term or a renewal term, as the case may be, the Academy shall immediately pay in full any outstanding balance on any obligations under Section ten (10) of this Agreement. These termination charges are in addition to any other obligations of the Academy under this Agreement.
2. Upon termination of this Agreement, in the event such termination is prior to the termination of the initial term or any successor term, HR COMPANY shall, at the Academy's option either continue to provide services until the end of the academic year in which such termination is communicated to the Academy by HR COMPANY or for a period of up to 90 days assist in good faith, and at no cost to the Academy in addition to those costs set forth herein, in the smooth transition of responsibility to the Academy or HR COMPANY's successor in a manner which does not negatively impact the educational program at the Academy.

23. Notices. All notices and other communications shall be in writing and shall be effective upon receipt if hand delivered; shall be effective three (3) days after depositing in the U.S. mail; and shall be effective one (1) day after sending by a nationally recognized overnight delivery service to the addresses stated below, or to such other addresses as to which any party shall have previously notified the other parties in writing in conformity with this Section. For the purposes of this Section, the addresses of the parties shall be as set forth in the preamble of this Agreement.

24. Interest Rate. In the event the Academy pays its invoices after the agreed upon date, interest will accrue and be due as calculated on a daily basis using an annualized rate of 8.0%, and billed monthly for the outstanding balances.

25. Miscellaneous.

- A. Complete Agreement. This Agreement constitutes the complete agreement among the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.
- B. Governing Law; Forum. This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan, applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. Each of the parties agrees that any injunctive relief or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in any court of the State of Michigan, County of Oakland.

- C. Expenses. Except as otherwise specifically provided herein, each party shall pay its respective legal counsel fees and other costs and expenses incurred in connection with the performance of this Agreement. The Academy agrees to pay legal counsel fees which are expected and otherwise occurred in the normal course of business for its counsel, advising on the legal obligations with regarding the rights, liabilities and responsibilities unique to Michigan Public School Academies.
- D. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties to this Agreement. Other than as specifically provided regarding indemnification of the Authorizer, nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental authority or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.
- E. Governmental Immunity. No provision of this Agreement shall restrict an Academy Board from waiving its governmental immunity or require an Academy Board to assert, waive or not waive its governmental immunity.
- F. No Waiver. The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.
- G. Performance Evaluation of HR COMPANYY. The Board shall approve and shall be responsible to develop and implement an annual process for the review and evaluation of HR COMPANYY's performance under this Agreement. The policies and procedures providing for such annual evaluation process shall be provided in advance and in writing to HR COMPANYY. The Board shall communicate in writing to HR COMPANYY the results of such annual performance review. The HR COMPANYY shall be considered in good standing with the Academy and its Board unless notified in writing with 90 days' notice to cure any open issues.
- H. Compliance with Academy's Contract. HR COMPANYY 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 Agreement issued by the Authorizer to the extent that HR Company is performing such duties and responsibilities on behalf of the Academy. The provisions of the Academy's Charter Agreement shall supersede any competing or conflicting provisions contained in this Agreement.
- I. Revocation or Termination of Contract. If the Academy's Charter Agreement issued by the Authorizer is revoked, terminated or a new Charter Agreement is not issued to the Academy after expiration of the Academy's Agreement, this Agreement shall automatically terminate on the same date as the Academy's Charter Agreement is revoked, terminated or expires without further action of the parties.
- J. Academy Acts Only Through its Board. It is acknowledged and agreed by HR COMPANYY that the Academy, as a public body, acts only through its


Board, convened in accordance within the requirements of the Michigan Open Meetings Act. While direction may, from time to time, be available through individual members of the Board of Directors or its agents, the Board will not be bound except through its official actions when convened as a public body.

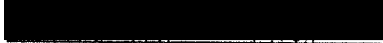
- K. Amendment. The Academy and HR COMPANY may not substantially amend this Agreement without notifying the President of the Authorizer. No amendment shall be contrary to this section and shall be accompanied by an opinion of legal counsel. Whether or not substantial, the Academy shall submit to the Authorizer President designee all amendments to this Agreement within 10 days after such amendment.
- L. Execution in Counterparts. This Agreement may be executed in counterparts, which several counterparts shall be construed as one single agreement.

WHEREFORE, the parties have duly executed this Agreement on the day and year first above written.

~~Dr. Joseph R. Pollack Academic Center of Excellence (PACE) Academy~~

Human Resources Experts 624, Inc.


By: Denise Bohner
Board President


By: Mario Apruzzese
President



Dr. Joseph F. Pollack Academic Center of Excellence
Schedule A – Client Fee Schedule – 2016/2017

Except as set forth herein, the terms and conditions of the Independent Contractor Agreement are fully incorporated herein. The following is the schedule of fees to be charged in connection with the Independent Contractor Agreement between the Company and the Client. The fees represented on this schedule or per other sections of the Agreement may or may not represent the actual cost or rates to the Company, and are not to be considered pass-through costs of Company. Special Client requests may require additional costs to the Client.

Payroll / Payroll Tax Categories and Reporting

| | |
|----------|---|
| *FICA | 7.65 % |
| *FUTA | 1.20 % |
| *SUTA-MI | 4.70 % (Includes obligation assessment) |

**Legislation may require the application of different taxation rates dependent upon specific mandates within the law. Company shall notify Client of such different taxation rates promptly upon establishment of same.*

Administrative Fees

We will provide full internet based and remote support Human Resources, Safety, Payroll and Benefit Administrative Services as described in our Independent Contractor Agreement. All expenses related to Client directives and actual expenses incurred outside of the pre-determined services will be billed with proper documentation. We will provide onsite services as requested for a daily (9hours) rate of \$375. Onboarding and benefit meetings are included in the HR fees below. Active employees are defined as requiring any tracking for payroll, workers' compensation, benefits or unemployment.

| | |
|---------------------------------|--|
| Human Resource Fee | \$975.00 per week, billed per pay period (bi-weekly) |
| Processing and Reporting Fee | \$3.95 per active employee per week (billed bi-weekly) |
| New Hire/Separation Fee | \$25.00 per new hire and/or separation |
| Initial Set – Up Fee | \$500.00 per state |
| Shipping and Handling | \$18.50 <i>subject to adjustments for fuel prices and/or</i> |
| Minimum Annual Contract Billing | \$48,900 <i>reconciled quarterly</i> |

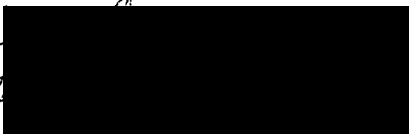
Workers' Compensation Fees by Code(s)

| Job Code | Job Description | Rate on Gross Wages |
|----------|-----------------|---------------------|
| 8810 | Clerical | 0.33 % |
| 9101 | Security | 5.98 % |
| 8868 | School | 0.59 % |
| 9058 | Food Service | 2.49 % |

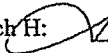
Benefits – (See Current Plan For Health, Dental and/or Vision)

GBS Insurance Agency, affiliate of Employees Only, will act as Agent of Record. All medical, dental and vision premiums, if applicable, will be billed and remitted by GBS Insurance Agency. Client will be billed one month's premium charges on the first payroll of the month for Health, Dental and/or Vision programs.

- 401k \$400.00 annual fee
- Flex Spending \$400.00 annual fee

Company Approved Sch H: 

Date: 12/17/15

Client Approved Sch H: 

Date: 12/16/15

Current change: 2018-19

Human Resource Experts #0624

Dr. Joseph F. Pollack Academic Center of Excellence

Schedule A – Client Fee Schedule

Jan 1, 2018- Dec 31, 2019

Except as set forth herein, the terms and conditions of the Independent Contractor Agreement are fully incorporated herein. The following is the schedule of fees to be charged in connection with the Independent Contractor Agreement between the Company and the Client. The fees represented on this schedule or per other sections of the Agreement may or may not represent the actual cost or rates to the Company, and are not to be considered pass-through costs of Company. Special Client requests may require additional costs to the Client.

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| | |
|---------------------------------|---|
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M.U.S.I.C. Billed directly to Academy for selected coverages, i.e. Crime only.
 No other M.U.S.I.C. coverages provided under our Agreement and Amendment signed by Academy Board

Workers' Compensation Fees by Code(s)

| <u>Job Code</u> | <u>Job Description</u> | <u>Rate on Gross Wages</u> |
|-----------------|------------------------|----------------------------|
| 7720 | Security | 6.70 % |
| 8868 | School Educators/Admin | 0.59 % |
| 9058 | Food Service | 2.69 % |

Benefits Administration – (See Current Plan For Health, Dental and/or Vision)

GBS Insurance Agency, affiliate of Human Resource Experts will act as Agent of Record. All medical, dental and vision premiums, if applicable, will be billed and remitted by GBS Insurance Agency. Client will be billed one month's premium charges on the first payroll of the month for Health, Dental and/or Vision programs.

- 401k \$400.00 annual fee
- Flex Spending \$400.00 annual fee

Company Approved

[Redacted Signature]

Date:

10/13/2017

Client Approved

Date:

Prior Agreement: 2016/17



Dr. Joseph F. Pollack Academic Center of Excellence
Schedule A – Client Fee Schedule – 2016/2017

Except as set forth herein, the terms and conditions of the Independent Contractor Agreement are fully incorporated herein. The following is the schedule of fees to be charged in connection with the Independent Contractor Agreement between the Company and the Client. The fees represented on this schedule or per other sections of the Agreement may or may not represent the actual cost or rates to the Company, and are not to be considered pass-through costs of Company. Special Client requests may require additional costs to the Client.

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Workers' Compensation Fees by Code(s)

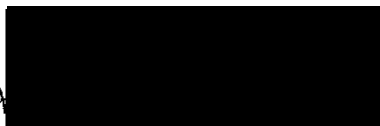
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GBS Insurance Agency, affiliate of Employees Only, will act as Agent of Record. All medical, dental and vision premiums, if applicable, will be billed and remitted by GBS Insurance Agency. Client will be billed one month's premium charges on the first payroll of the month for Health, Dental and/or Vision programs.

- 401k \$400.00 annual fee
- Flex Spending \$400.00 annual fee

Company Approved Sch H:



Date: 12/17/15

Client Approved Sch H:



Date: 12/16/15

CONTRACT SCHEDULE 6

Physical Plant Description



26555 Evergreen, Suite 400
Southfield, MI 48076
248-368-9900
248-368-9957 fax

DATE: 1-27-11

Enclosed please find for your records original:

1. Mortgage
2. Discharge of Mortgage
3. Warranty Deed
4. Quit Claim Deed
5. Covenant Deed
6. Deed of Trust/Security Deed
7. Discharge of Assignment of Rents
8. Trustee's Certificate
9. Affidavit
10. Affidavit of Lost Deed
11. Subordination Agreement
12. Death Certificate
13. Personal Representative's Deed
14. Consent Judgment of Divorce
15. Assignment of Rents
16. Mortgage Subordination Agreement
17. Final Title Policy
18. Other owners policy

Thank you for choosing Stewart Title of Michigan! If you have any questions or concerns, please feel free to contact us at 248-368-9900.

Drafted by:

George A. Contis, Esq.
Maddin, Hauser, Wartell, Roth & Heller, P.C.
28400 Northwestern Highway, 3rd Floor
Southfield, MI 48034

When recorded return to

Grantee

Return to: Stewart Title Agency
26555 Evergreen St 400
Southfield MI 48076

EXHIBIT "A"

LEGAL DESCRIPTION

Part of the Southeast ¼ of Section 26, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan being described as: Beginning at a point on the West line of Southfield Road (204 feet wide) said point being North 89 degrees 33 minutes 12 seconds West along the East and West ¼ line of Section 26, 102.0 feet and South 0 degrees 6 minutes 4 seconds West 70.79 feet from the East ¼ corner of Section 26, Town 1 North, Range 10 East; thence due West, 500.00 feet; thence South 0 degrees 06 minutes 04 seconds West 326.0 feet; thence due East 500 feet; thence along the West line of Southfield Road, North 0 degrees 06 minutes 04 seconds East, 326.0 feet to the point of beginning.

Parcel Identification No. 24-26-426-007

Commonly known as: 23777 Southfield Road, Southfield, MI 48075

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. All liens and encumbrances due to acts or omissions of persons other than the Grantor or its assigns that have attached against the property since August 17, 2009, the date of that certain Lease and Purchase Agreement between Grantor and Grantee.
2. Easement to The Detroit Edison Company for overhead and underground utility lines recorded in Liber 6380,j Page 50 and shown on ALTA/ACSM Land Title Survey entitled "Schoolhouse Finance, LLC 23777 Southfield Road, Southfield, Michigan" dated November 28, 2007, last revised November 30, 2007, prepared by Wendy S. Parsons, Professional Survey No. 47969, on behalf of MKA Associates, Inc., Project No. 4884-07-1449:007 (the "Survey").
3. Matters shown on the Survey:
 - A. Asphalt parking encroaches along the South right-of-way line of Mt. Vernon Street by 1.6' + or -;
 - B. Asphalt parking encroaches along the West right-of-way line of Southfield Road by 1.2' + or -;
 - C. Asphalt parking and wall encroach along the West line of subject property by 1.1 + or -; and
 - D. Easement right in connection with overhead lines and utility pole on western portion of the property and storm inlets and manholes located in parking areas.
4. All applicable zoning ordinances.

ALTA Owner's Policy (6-17-06)

OWNER'S POLICY OF TITLE INSURANCE ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

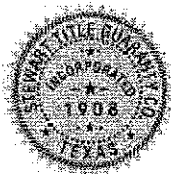
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from (a) A defect in the Title caused by (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation; (ii) failure of any person or Entity to have authorized a transfer or conveyance; (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iv) failure to perform those acts necessary to create a document by electronic means authorized by law; (v) a document executed under a falsified, expired, or otherwise invalid power of attorney; (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or (vii) a defective judicial or administrative proceeding. (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid. (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (a) the occupancy, use, or enjoyment of the Land; (b) the character, dimensions, or location of any improvement erected on the Land; (c) the subdivision of land; or (d) environmental protection if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.



Handwritten signature of Chairman of the Board

Chairman of the Board



Handwritten signature of President

President

Authorized Countersignature

Stewart Title Agency

Company

Southfield, Michigan

City, State

City, State

Part 1 of Policy Serial No.

O-9301-1944186

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
- (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
- (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending

the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim, or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department, P.O. Box 2029, Houston, Texas 77252-2029.

SCHEDULE A

Name and Address of Title Insurance Company: Stewart Title Guaranty Company
P.O. Box 2029
Houston, Texas 77252-2029

File No.: 521948

Policy No.: O-9301-1944186

*Address Reference: 23777 Southfield Road
Southfield, Michigan 48075

Amount of Insurance: \$7,000,000.00

Premium: \$7,750.00

Date of Policy: April 28, 2010 at 5:00 p.m.

1. Name of Insured:

Dr. Joseph F. Pollack Academic Center of Excellence

2. The estate or interest in the Land that is insured by this policy is:

Fee

3. Title is vested in:

Dr. Joseph F. Pollack Academic Center of Excellence

4. The Land referred to in this policy is described as follows:

Land situated in the City of Southfield, Oakland County, Michigan

Part of the Southeast quarter of Section 26, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, being described as: Beginning on a point on the West line of Southfield Road (204 feet wide) said point being North 89 degrees 33 minutes 12 seconds West along the East and West quarter line of Section 26, 102.0 feet and South 0 degrees 6 minutes 4 seconds West, 70.79 feet from the East quarter corner of Section 26, Town 1 North, Range 10 East; thence due West, 500.0 feet; thence South 0 degrees 06 minutes 04 seconds West 326.0 feet; thence due East, 500.0 feet; thence along the West line of Southfield Road, North 0 degrees 06 minutes 4 seconds East, 326 feet to the point of beginning.

*FOR COMPANY REFERENCE PURPOSE ONLY, NOT AN INSURING PROVISION.

SCHEDULE B

File No.: 521948

Policy No.: O-9301-1944186

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) that arise by reason of:

1. Taxes which are due and payable subsequent to the date of policy.
2. Taxes and assessments which become due or retroactively due as a result of changes in the tax rolls or tax bills due to the taxing authority disallowing or revising an allowance of a tax exempt status or as a result of retroactive reassessment of subject property by a governmental or administrative body after the date of policy or closing date.



Dr. Joseph F. Pollack Academic Center of Excellence
23777 Southfield Rd.
Southfield, MI 48075

Oakland County, MI

The Dr. Joseph F. Pollack Academic Center of Excellence (PACE) is a kindergarten through eighth grade chartered school located at the southwest corner of Southfield Road and Mount Vernon Street in the city of Southfield, Michigan. The school is a two-story building that contains 78,462 square feet, with the ground floor covering 41,458 square feet. The academy is situated on 3.742 net acres of land.

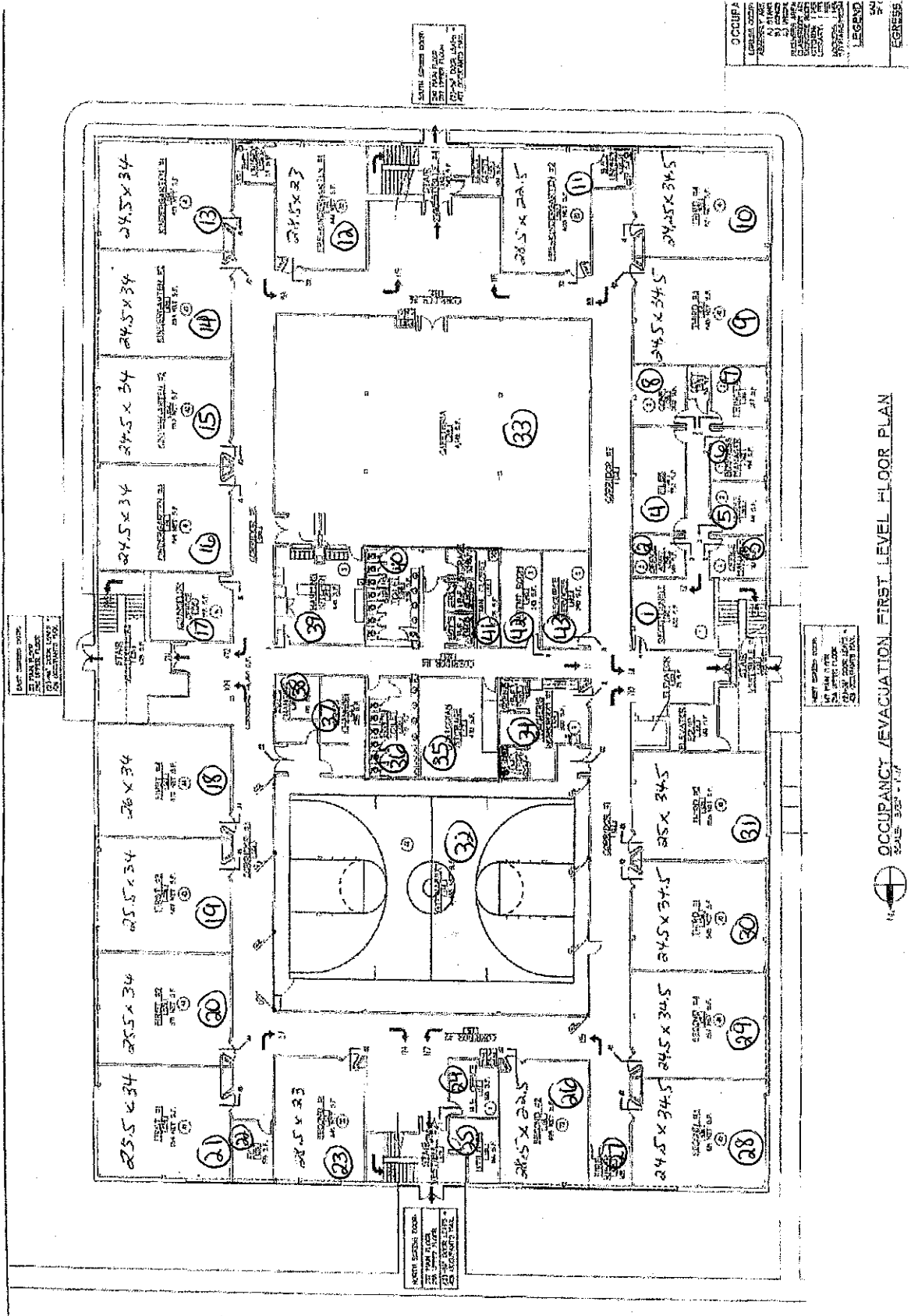
PACE contains thirty six kindergarten through eighth grade classrooms, a main office that includes 6 offices and a conference room, a gymnasium, a cafeteria, a library, a media center, a computer lab, numerous offices, and mechanical, janitorial, and storage rooms as shown by the floor plans.

Attached to this section is a detailed map of the exterior of the building, along with an interior map of both floors of the facility. The attached legend shows the function of each room in the building.

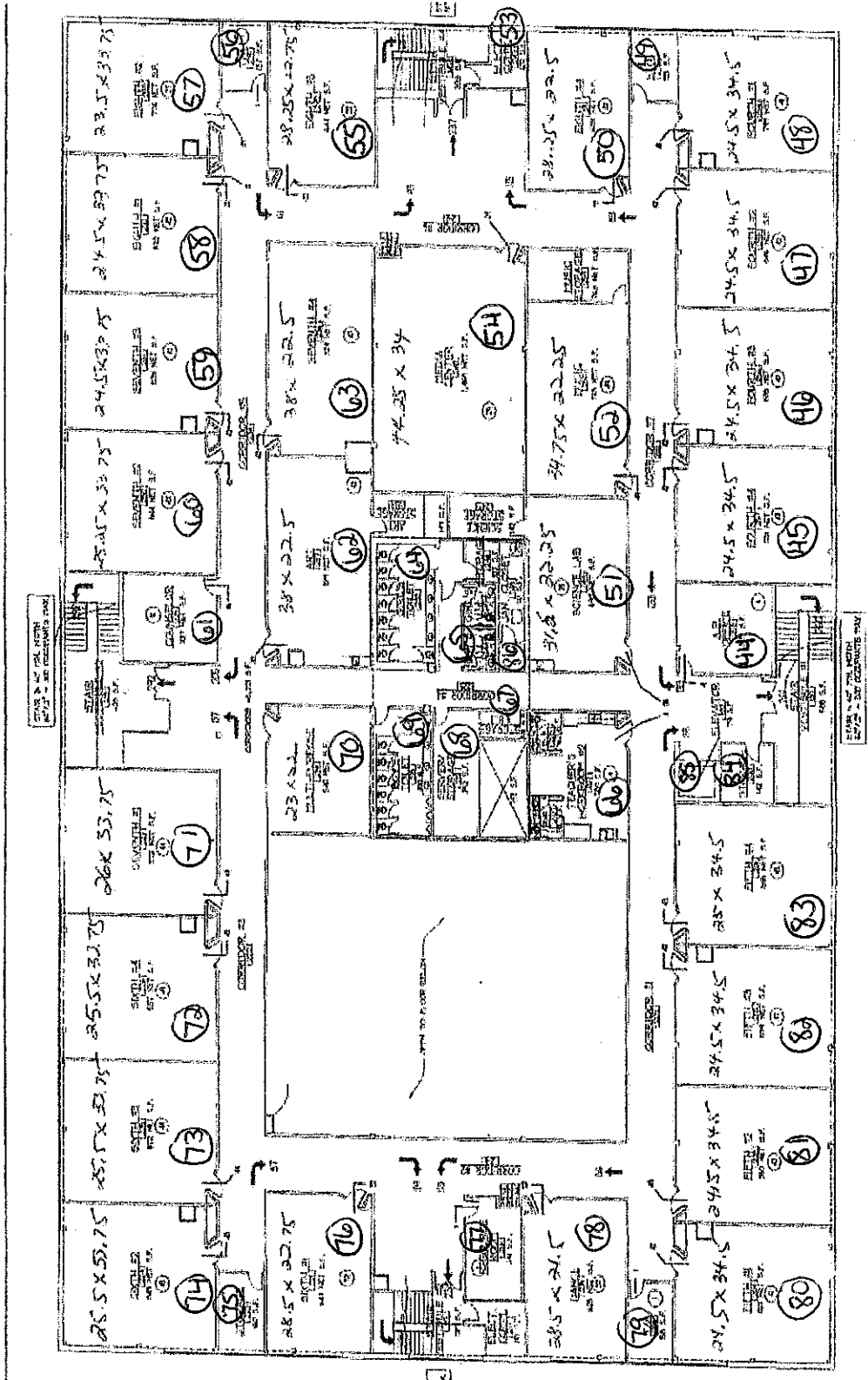
**Dr. Joseph F. Pollack Academic Center of Excellence
Facility Overview
Room Legend**

| ID # | Room Description | Dimension |
|-------------|---|---------------------|
| 1 | Main Office | |
| 2 | Office- Administrative Assistant | |
| 3 | Office- Parent Liason | |
| 4 | Conference Room | |
| 5 | Office- Business Office | |
| 6 | Office- Elementary Assistant Principal | |
| 7 | Office- Principal | |
| 8 | Office- Manager of Data | |
| 9 | Kindergarten classroom | 24.5 ft x 34.5 ft |
| 10 | Kindergarten classroom | 24.5 ft x 34.5 ft |
| 11 | Kindergarten classroom | 23.5 ft x 22.5ft |
| 12 | Kindergarten classroom | 28.5 ft x 23 ft |
| 13 | First Grade Classroom | 24.5 ft x 34 ft |
| 14 | First Grade Classroom | 24.5 ft x 34ft |
| 15 | First Grade Classroom | 24.5 ft x34 ft |
| 16 | First Grade Classroom | 24.5 ft x 34 ft |
| 17 | Special Education Classroom | |
| 18 | Second Grade Classroom | 28 ft x 34 ft |
| 19 | Second Grade Classroom | 25.5 ft x 34 ft |
| 20 | Second Grade Classroom | 25.5 ft x 34 ft |
| 21 | Second Grade Classroom | 25.5 ft x 34 ft |
| 22 | Office- Curriculum Coach | |
| 23 | Library | 28.5 ft x 23 ft |
| 24 | Office- Lunch Coordinator | |
| 25 | Utility closet | |
| 26 | Spanish Classroom | 28.5 ft x 22.5 ft |
| 27 | Fire Supply Closet | |
| 28 | Third Grade Classroom | 24.5 ft x34.5 ft |
| 29 | Third Grade Classroom | 24.5 ft x 34.5 ft |
| 30 | Third Grade Classroom | 24.5 ft x 34.5 ft |
| 31 | Third Grade Classroom | 24.5 ft x 34.5 ft |
| 32 | Gymnasium | |
| 33 | Student Cafeteria | |
| 34 | Teachers Workroom/ Copy room | |
| 35 | Janitorial Storage Closet | |
| 36 | Student Restroom | |
| 37 | Office- Physical Education Teacher | |
| 38 | Office- Physical Education Teacher | |
| 39 | Kitchen | |
| 40 | Student Restroom | |
| 41 | Janitorial Storage Closet | |
| 42 | Office- Social Worker | |
| 43 | Violin Classroom | |
| 44 | Special Education Classroom | |
| 45 | Fourth Grade Classroom | 24.5 ft x 34.5 ft |
| 46 | Fourth Grade Classroom | 24.5 ft x 34.5 ft |
| 47 | Fourth Grade Classroom | 24.5 ft x 34.5 ft |
| 48 | Fourth Grade Classroom | 24.5 ft x 34.5 ft |
| 49 | Office- Assistant Dean of Students | |
| 50 | Choir Room | 28.25 ft x 22.5 ft |
| 51 | Art Room | 31.5 ft x 22.25 ft |
| 52 | Band Room | 34.75 ft x 22.25 ft |
| 53 | Storage Closet | |
| 54 | Media Center | 44.25 ft x 34 ft |
| 55 | Eighth Grade Classroom | 28.25 ft x 22.75 ft |
| 56 | Office- Middle School Assistant Principal | |
| 57 | Eighth Grade Classroom | 23.5 ft x 33.75 ft |
| 58 | Eighth Grade Classroom | 24.5 ft x 33.75 ft |
| 59 | Seventh Grade Classroom | 24.5 ft x 33.75 ft |
| 60 | Seventh Grade Classroom | 25.25 ft x 33.75 ft |
| 61 | Tutor Room | |
| 62 | Seventh Grade Classroom | 38 ft x 22.5 ft |
| 63 | Eighth Grade Classroom | 38 ft x 22.5 ft |
| 64 | Student Restroom | |
| 65 | Curriculum Storage Room | |
| 66 | Teachers Workroom/ Copy room | |
| 67 | Storage Closet | |
| 68 | Computer Server Room | |
| 69 | Student Restroom | |
| 70 | Gifted and Talented Education Classroom | 23 ft x 22 ft |
| 71 | Seventh Grade Classroom | 26 ft x 33.75 ft |
| 72 | Sixth Grade Classroom | 25.5 ft x 32.75 ft |
| 73 | Sixth Grade Classroom | 25.5 ft x 33.75 ft |
| 74 | Sixth Grade Classroom | 25.5 ft x 33.75 ft |
| 75 | Office- Dean of Students | |
| 76 | Sixth Grade Classroom | 28.5 ft x 32.75 ft |
| 77 | Office- Curriculum Coach | |
| 78 | Computer Lab | 28.5 ft x 21.5 ft |
| 79 | Office- Director of Academic Achievement | |
| 80 | Fifth Grade Classroom | 24.5 ft x 34.5 ft |
| 81 | Fifth Grade Classroom | 24.5 ft x 34.5 ft |
| 82 | Fifth Grade Classroom | 24.5 ft x 34.5 ft |
| 83 | Fifth Grade Classroom | 25 ft x 34.5 ft |
| 84 | Business Office | |
| 85 | Elevator | |
| 86 | Janitorial Storage Closet | |

Description of Improvements (continued)



Description of Improvements (continued)



OCCUPANCY/EVACUATION SECOND LEVEL PLAN
SCALE: 1/8" = 1'-0"

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Labor & Economic Growth
Bureau of Construction Codes/Building Division

P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

REVISED

Building Permit No. B025446
Edison Oakland Public School Academy
23777 Southfield Road
Southfield, Michigan
Oakland County

The above named building of Use Group E and Construction Type 3B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

August 27, 2009

CONTRACT SCHEDULE 7

Required Information for Public School Academy

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

Required Information for Public School Academy. This Schedule contains information required by the Code. Every public school academy contract shall include the information contained in this Schedule 7.

- Section a. **Governance Structure**

- Section b. **Educational Goals**

- Section c. **Educational Programs**

- Section d. **Curriculum**

- Section e. **Method of Pupil Assessment**

- Section f. **Application and Enrollment of Students**

- Section g. **School Calendar and School Day Schedule**

- Section h. **Age and/or Grade Range of Pupils**

SECTION a
Governance Structure

GOVERNANCE STRUCTURE – Section 7a

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and all public schools are subject to the leadership and general supervision of the State Board of Education; and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the University Board has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy Board.

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Eastern Michigan University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University Board. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University Board. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of this Contract.

Pursuant to applicable law and the Terms and Conditions of this Contract, including Article III Section 3.6, the Academy Board may employ or contract for personnel according to the position information outlined in Schedule 5. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Eastern Michigan University Charter Schools Office.

The Dr. Joseph F. Pollack Academic Center of Excellence Board members currently serving will continue as Dr. Joseph F. Pollack Academic Center of Excellence Board members under this renewal contract. Nominations and appointments of subsequent Dr. Joseph F. Pollack Academic Center of Excellence Board members shall be made in accordance with this Contract. Vacancies in offices shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Dr. Joseph F. Pollack Academic Center of Excellence Board members are as follows:

Rodney Dent



Term Expires: 2021

Jasmine Henry



Term Expires: 2020

Denise Bennett



Term Expires: 2021

Floyd Jean Webb



Term Expires: 2021

Courtney Lockhart



Term Expires: 2020

Tina Poole



Term Expires: 2020

SECTION b
Educational Goals

Educational Goals – Section 7b

Grades K - 8

In accordance with the applicable law and the charter contract Terms and Conditions, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress towards the achievement of the educational goals identified in this Section. Additionally, the Academy is expected to meet the State of Michigan’s accreditation standards pursuant to state and federal law.

Measure 1: Performance Relative to State Accountability System

- The Academy will obtain and remain in good standing with the established state accountability system. If the Academy is identified for improvement as a result of performance, the Academy will exit said status within an agreed upon timeframe.

Measure 2: Student Growth

- Year over year academic growth for each grade tested will reflect a Median Growth Percentile of 50 or higher. Students enrolled at the Academy are expected to grow equal to or greater than 50 percent of their academic peers.

Measure 3: Student Achievement

- Students enrolled for three or more years will on average meet/exceed grade level proficiency targets as noted by the normative assessment required by the Authorizer.
- The Academy will demonstrate improved academic achievement for all grades and groups of pupils towards meeting/exceeding grade level proficiency targets (50th percentile for achievement) as set by the normative computer adaptive assessment required by the Authorizer.

Measure 4: Mission-Specific Goals

- Upon mutual agreement between the Academy and Authorizer, mission-specific goals may be set, measured and monitored to ensure fidelity of implementation and assess impact of the Academy mission, program and resource investment on student outcomes.

SECTION c
Educational Programs

PACE ACADEMY EDUCATIONAL PROGRAM

Mission Statement

PACE Academy empowers student to realize their potential through meaningful educational opportunities and creates productive citizens in an ever-changing world.

Vision Statement

PACE Academy envisions our school as a safe, secure and stimulating environment where children will recognize and achieve their fullest potential, so they are empowered to make the best contributions to society.

Goal Statement

1. To develop and provide each students the opportunity to become critical-thinkers.
2. To help students develop habits of the mind that will enable them to assume responsibility for their own life-long continued learning.
3. To instill in students the value and worth of their own educational futures.
4. To use literacy as a powerful tool for reasoning and communication
5. To use technology as a tool to enhance learning.
6. To develop the whole child through a focus on social emotional learning, fine arts, and athletics

Belief Statement

At PACE Academy We Believe

- All students can achieve academically.
- Students, parents, and PACE staff are all partners in the educational process.
- The PACE curriculum and high expectations create an environment that enables our students, parents, and staff to achieve success.
- High standards, challenging curriculum, quality instruction, assessment and a variety of educational strategies meet the needs of students with different learning styles.
- Developing solid character traits creates a safe and nurturing learning environment.
- Ongoing professional development is necessary to ensure our staff is able to provide our students with a world-class education.

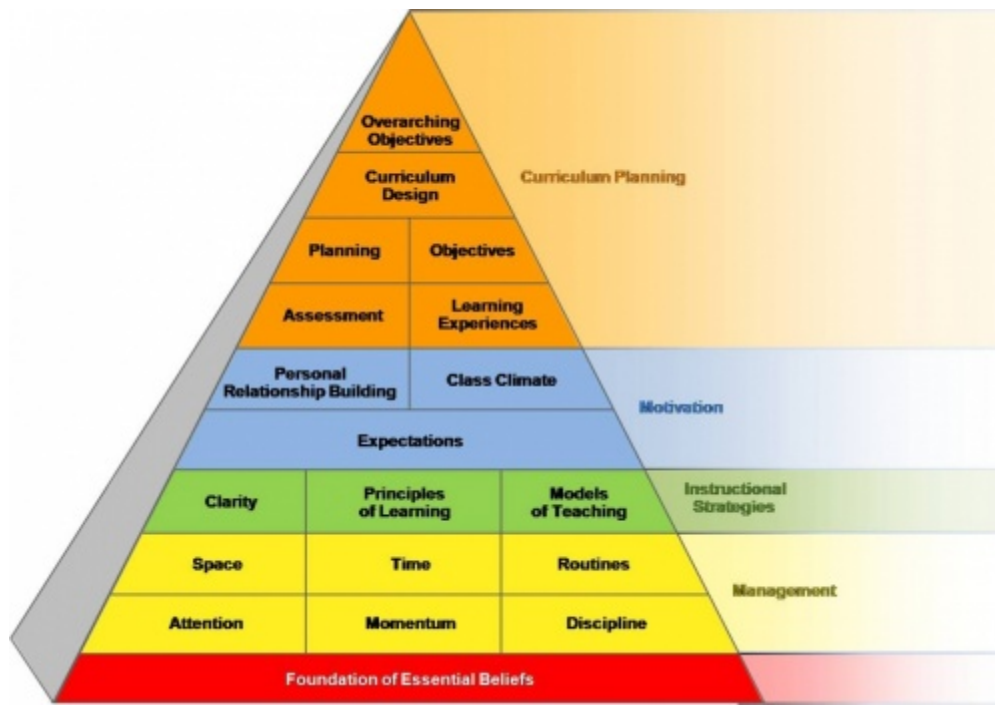
In support of the realization of our mission, vision, goals, and beliefs, our school implements a Michigan State Academic Standards aligned curriculum. The curriculum is designed to ensure a high quality education for every student. Students in grades kindergarten through 8th are served using the same aligned curriculum for all core content areas. All students receive special courses in Physical Education, Art, Music, World Language, Strings, and Band. We also offer a variety of athletics programs for students.

Research Based Educational Program

All PACE Academy instructional staff and instructional support staff are trained using *The Skillful Teacher* framework. The implementation of the Skillful Teacher Framework is assessed through the use of the *Charlotte Danielson Framework for Teaching*. These elements coupled with Madeline Hunter's cycle of instruction provide the academic foundation for the pedagogy of PACE Academy and assures the appropriate teaching shifts needed to effectively teach the Michigan State Academic Standards. Table 1 below gives an example of *The Skillful Teacher Framework*:

Table 1: The Skillful Teacher Framework

The Skillful Teacher: The Comprehensive Resource for Improving Teaching & Learning



Other Instructional Strategies Used

PACE teachers and instructional support staff also employs the strategies listed below in their efforts to create a high quality instructional program that meets the needs of all students.

- Direct Instruction
- Input & Modeling
- Guided Practice
- Co-Teaching
- Project-based Learning
- Collaboration with Students
- Collaboration with Other Professionals
- Student-centered Learning
- Technology Integration
- Differentiated Instruction

Student Engagement

PACE Academy believes in educating the whole child. Children are exposed to knowledge and concepts through the established core curricular programs, as well as fine arts classes and technology use. Our teachers utilize differentiated instruction as well as a wide variety of strategies that are scientifically research based and designed to meet the specific needs of each individual child.

The programs used to deliver our core curricular and fine arts instruction lend to active engagement amongst our students. Students are encouraged to engage in dialogue with their fellow classmates and teachers around subject area text, real world problems and application. We understand that along with academic, scholarly knowledge, our students must also have access to programs that enhance their personal gifts and talents. Students' non-academic gifts and talents are nurtured through our fine arts, athletic, and extra-curricular activities.

Meeting the Needs of All Students

PACE Academy recognizes that all students do not learn in the same way or at the same rate. Differentiated instruction and modified lessons are developed by the instructional, intervention, and special education teachers to meet the needs of all learners. To this end, PACE Academy uses the Multi-Tiered Systems of

Support Model (MTSS) in order to meet the needs of all students. Within the MTSS model, we implement Tier 1: Universal Instructional Supports, Tier 2: Targeted Support, & Tier 3: Intensive Support.

Tier 1: Universal Instructional Supports

High-quality instruction, fidelity of implementation of the core instruction program, guided reading and our Wildly Important Goal (W.I.G.) Wednesday Intervention instruction are the strength of our Tier 1 MTSS Intervention.

High Quality Instruction

The components of High Quality Instruction are explained in the chart below:

| BEST PRACTICES | WHAT IT LOOKS LIKE/EVIDENCE |
|---|--|
| <p>Standards Based Learning <i>What do students need to know, understand, and be able to do?</i></p> | <ul style="list-style-type: none"> • Teachers and students are clear about what the objectives are for the day and the learning outcomes are based on standards with concepts appropriate for the age and educational backgrounds of students. • Grade level standards and expectations are taught to mastery level. • 21st Century Skills are in place (critical thinking and reasoning, information literacy, collaboration, self-direction, and invention) • Proficient work samples and exemplars |
| <p>Consistent Formative Assessment (formal & informal) <i>How do we know what students have learned? Create pre/post tests</i> <i>Reteach & Enrich</i></p> | <ul style="list-style-type: none"> • The Teaching & Learning Cycle is practiced daily to help measure student learning toward mastering standards on an on-going basis using formative & summative assessment, progress monitoring, and pre & post assessments. • Data is collected frequently and used to make instructional decisions. • Teachers are constantly checking for students’ understanding of the learning by using a variety of assessment methods. • Assessment data is used to differentiate instruction for students. |
| <p>Core Instruction <i>How do we teach effectively to ensure students learn?</i></p> | <p>Classroom Environment, Student & Teacher Relationships</p> <ul style="list-style-type: none"> • Teacher promotes a safe and secure environment • Rules & routines are established • Rewards and consequences for behavior are fair and consistent |

- Strong teacher/student relationships exist
- Teacher explicitly links new concepts to students' background & past learning
- The physical layout of the classroom is organized and supportive of student learning.
- Appropriate and varied primary and supplemental materials and tools are present to support different styles and needs.
- Students and teachers are actively engaged in the learning
- Provide sufficient wait time for student responses consistently
- Provide frequent opportunities for interactions & discussion between teacher/student and among students
- Teachers and students demonstrate an ability to understand and effectively interact with people across cultures.
- Teacher have high expectations for every student

Lesson Design & Delivery

- Intentional, meaningful and purposeful teaching occurs consistently, and content and language objectives are clearly supported by lesson delivery
- Pacing is appropriate to support student mastery and includes alignment with curriculum maps
- Teachers demonstrate an understanding of the content they teach
- Teachers are using effective instructional strategies and providing ample opportunities for students to use learning strategies.
- Teachers use a variety of admin approved digital, print, and other instructional resources based on standards and student needs
- Lesson are rigorous and include cognitively complex tasks
- Students can transfer knowledge to other content areas
- Lesson are designed so that student curiosity and learning are encouraged beyond classroom time
- Key vocabulary is emphasized and reviewed

| | |
|--|--|
| | <ul style="list-style-type: none"> • Adaptation of content to all levels of student proficiency • Provide meaningful activities that integrate lesson concepts with language practice opportunities for reading, writing, listening, and speaking. • Higher order thinking questions are planned into instructional time and student talk goes beyond response to prompt. • Students have opportunities to engage in 21st century skills (critical thinking and reasoning, information literacy, collaboration, self direction, and invention) <p style="text-align: center;">Feedback</p> <ul style="list-style-type: none"> • Teachers provide students feedback about their learning in individual/group conferences, referring to models and examples, asking open-ended questions and taking anecdotal notes. Students incorporate the feedback by revising their work • Feedback is clear, specific, and timely • Feedback is balanced and descriptive with strengths, as well as next steps • Students are making progress toward being self-directed with their learning and beginning to self-assess their learning progress • Assessment data is shared with all stakeholders (students, parents, and staff) |
| <p>Instruction & Intervention <i>What do we do when students don't learn or do reach mastery before expectation?</i></p> | <ul style="list-style-type: none"> • Multiple opportunities are provided for learning, including: whole group, small group, and 1:1 instruction, throughout the day/class. This includes group configurations that support language and content objectives. • Teachers are differentiating instruction for students through flexible grouping, sheltered instruction, tiered assignments and scaffolds for learning in collaboration with support staff. |

K-2 Guided Reading

Our guided reading component allows teachers and paraprofessionals in grades K-2 to place students in small groups with similar skills sets in order to work with them on their specific reading skills to enhance and/or develop them. Students are grouped, receive instruction, assessed and regrouped in order to improve their reading foundation, fluency, and comprehension.

W.I.G. Wednesday Intervention

W.I.G. Wednesday Intervention allows teachers the opportunity and time for in-class intervention time for

Mathematics & Reading. Teachers use a variety of strategies and online programs such as MAP Skills, Moby Max, Khan Academy, Raz Kids, & Zearn to intervene in and enhance student reading and mathematics ability. This is a school wide weekly intensive to more specifically address the varying instructional needs of our students.

Tier 2: Targeted Support

Using our Universal Screener, The MAP Assessment, as well as recommendations from teachers students are identified to receive in-school intervention support and/or after-school tutoring support. Students who fall below the 50% Percentile or are identified by the teachers as chronically low achieving, are placed with an intervention specialist for reading and/or mathematics. Intervention courses are offered during the regular instructional day. Students are given additional instruction daily for 30-40 minutes. Students who are identified for participation in the after—school tutoring program and participate receive in addition 1-2 hours of instructional support in the area of mathematics and/or reading.

Tier 3: Intensive Support

Students who are identified as continuing to not make progress through our Tier 1 & Tier 2 Supports are given written plans of action and receive in one-on-one instructional support for our interventionist, paraprofessionals, classroom teachers, instructional coaches, and/or special education teachers and paraprofessionals.

Attainment of the Michigan State Curriculum Standards

Instruction as PACE Academy is aligned to the state standards. Our curriculum programs provide an instructional map aligned to the standards. Teachers work with instructional coaches in order to maintain appropriate pace to teach all of the required curriculum standards. PACE utilizes the Achievement Network (ANet) assessment to measure effectiveness of standards instruction 3 times per year. At the end of each assessment, teachers review the assessment to develop re-teaching plans and create opportunities for embedding skills that may have been missed or not fully attained during the quarter.

The primary instructional resources used a PACE Academy are as follows:

| Subject Area | Curriculum Resource |
|-----------------------|--|
| English/Language Arts | Wit & Wisdom (K-8) Evidence Based Literacy Instruction (EBLI) K-5 |
| Mathematics | Eureka Math (K-8) |
| Science | Phenomenal Science (K-5) TCI Science Alive (6-8) |
| Social Studies | Atlas Rubicon (K-8) TCI History History Alive (6-8) |

Assessing Student Learning

In our efforts to insure increased learning for all students, ongoing and continuous assessment strategies are employed. The collection of documented measures of student achievement will be supported through the use of both formal and informal assessment methods. In addition, our assessment program will serve the purposes of measuring student growth, teacher effectiveness, identifying learning gaps, as well as supporting our professional accountability. Each year an assessment plan is developed that includes the administration of both state mandated and district level assessment programs. The schedule for assessment for the 2018-2019 school year is as follows:

Assessment Schedule 2018-19

1st Quarter: August 28, 2018 to October 31, 2019

| Assessment Type | Grades | Assessment Window |
|---------------------|-----------------------------------|---|
| NWEA- MAP | K -8 th | September 10 to September 21 (Make ups Sept 24-28) |
| Achievement Network | 2 nd – 8 th | October 29 to Nov 9 (Make ups Nov 12 - 20) |

2nd Quarter: November 1, 2019 to January 28, 2019

| Assessment Type | Grades | Assessment Window |
|---------------------|-----------------------------------|--|
| Achievement Network | 2 nd – 8 th | January 14 - February 1 (Make ups Jan 28-Feb 1) |

3rd Quarter: January 29, 2019 to April 10, 2019

| Assessment Type | Grades | Assessment Window |
|--|-----------------------------------|---|
| NWEA- MAP | K -8 th | February 4 - February 15 (Make ups Feb 25 - Mar 1) |
| Achievement Network | 2 nd – 8 th | March 18 to 29 (All tests must be completed on Mar 29th) |
| National Assessment of Educational Progress (NAEP) | Select 4th & 8th Grade Students | February 7 |

4th Quarter: April 11, 2019 to June 14, 2019

| Assessment Type | Grades | Assessment Window |
|-----------------|---------------------|------------------------------|
| M-STEP | 5th – 8th | April 8 to May 3 |
| PSAT | 8th | April 9 (Make up day Apr 10) |
| M-STEP | 3rd, 4th, 6th & 7th | April 29 - May 23 |
| NWEA – (MAP) | K – 8th | May 13 to May 31 |

The NWEA MAP assessment is our universal screener used to assess student growth and achievement from year to year. The Achievement Network assessment is used grades 2-8 to measure teaching of standards. NAEP is an assessment that schools are selected to take. This year a group of our 8th grade students have been selected to participate in the NAEP assessment. M-STEP is given to all 3-8 grade students in the spring. All classroom teachers use formative and summative assessments.

Middle School

The Middle School educational program at PACE prepares students academically for success in high

school, college, work and life by providing a rich, research based curriculum delivered by Highly Qualified staff. The concept of college is introduced in lower elementary grades with continuous emphasis that higher education is necessary for many well paying jobs or employment in highly technical fields.

The development of critical thinking skills are embedded within the rigorous structure of each of our core curriculums. When students come to us with skills that are below grade level, supplemental instruction is provided through small group instruction, intervention, and one-to-one instruction. PACE Academy is devoted to inspiring students to become independent, life-long learners.

Each year we hold a High School fair during our Q1 conferences to give our Middle School students an opportunity to see the High School options available to them. Our school counselor also sets several trips to local high schools for our 8th grade students throughout the year. This gives students an opportunity to visit local high schools and also many times the opportunity to engage with former PACE students who are successfully matriculating through those schools. Students also take trips to local colleges and universities. Career Day is celebrated each year with community members and parents who share information with students concerning their careers and the qualifications needed.

Educational Development Plans

A full-time counselor is devoted to working with students, planning for high school, and visualizing ahead to college. It is our goal to have a program that recognizes all of the interests of our students. Our school counselor uses Career Cruising to ignite the Educational & Career Development process. This allows students the opportunity to explore possible career interest and begin to map out a plan of success for high school, college, and/or career technical training. Educational Development Plans are developed for every 8th grader to guide them on a career path that is supported by academic classes in high school. PACE meets with all 6th through 8th grade students annually to ensure that students are thinking about what is necessary to achieve their career goals.

Effectiveness of Implementation, Delivery & Support

The Instructional Leadership Team made up of the Principal, Assistant Principals, Curriculum Director, Director of Special Education, and the Instructional Coaches consistently observe and provide feedback to our instructors on instructional practices and fidelity of implementation of the curriculum. Through our partnership with the Achievement Network, we are provided coaching around how to effectively foster coaching conversations with teachers for continuous improvement of instruction.

Data informed instruction is imperative to continuous improvement. To the end Monthly, Quarterly, and after each MAP assessment we meet with grade level teams to discuss data and develop plans for instruction and support. Lead Teachers hold regular meetings with the staff members they lead which focuses attention around evaluating student work, classroom assessment data, and instructional strategies to ensure team effectiveness.

For each of our core content areas as well as our identified special subject areas, we have identified the student learning outcomes. It is our expectation that each student will demonstrate achievement of the learning outcomes upon completion of each grade level.

Special Education Services

The Individuals with Disabilities Education Act (IDEA) passed in 1975, amended in 1997 and again in 2004 requires that students with disabilities be educated to the maximum extent possible in the least restricted environment or with children who do not possess disabilities. In accordance with both this legislation and the philosophy that guides it, Dr. Joseph F. Pollack Academic Center for Excellence make every attempt to ensure that all enrolled students receive an academic program of instruction in which the primary goal is

achievement of the general education standards established by the Michigan Department of Education. We believe the best method for achieving this goal is through the implementation of a program of instruction that is, as much as can be obtained, *all inclusive*.

While every effort is made to include students with disabilities in the general education classrooms, our goal is not to compromise our commitment to addressing the individual needs of each student including those with disabilities. On the contrary, our goal is to address the unique needs of all students including those with disabilities. And, while we recognize that the benefits of an inclusive program will vary for each individual student we embrace the overall value of the opportunity for children with disabilities to learn and grow alongside their non-disabled peers.

To ensure the successful learning of identified students with disabilities and in accordance with the mandates of IDEA, IEPs will be developed for each identified student with adherence to all federal regulations and mandates. In addition, IEPs will receive annual reviews in accordance with the criteria established by the IDEA legislation. Students will receive appropriate services by highly qualified instructional and other support staff. An effective and appropriate model of co-teaching will be advanced and implemented by the Academy. In addition, pull-out services will be offered when appropriate and/or referenced in the student's IEP. In extreme cases, such as in the case of students identified with severe cognitive and/or behavioral disabilities, long term pull-out services are available.

Our special education staff works collaboratively with general education teachers providing in-class, strategic direct and one-on-one instruction for some individual students, and small group instruction for others. In instances where additional support is needed, students are provided assistance in the resource room setting.

English Language Learners

Effective second language instruction provides a combination of explicit teaching that helps students directly and efficiently learn features of the second language such as syntax, grammar, vocabulary, pronunciation, and norms of social usage as well as ample opportunities to use the second language in meaningful and motivating situations (Goldenberg, 2008). In addition, students are more likely to successfully gain acquisition to the English language if they are first offered literacy instruction in their primary language.

Consequently, English Language Learners enrolled at the PACE will be enrolled in an English language acquisition block of courses that offer Reading and speaking instruction in the primary language that is later advanced to English exclusively. Each student's English acquisition level will be appropriately assessed and individual student profiles and plans of work will be developed and implemented. Student's achievement is progressed monitored according to a pre-established assessment schedule using appropriate formative assessments.

Gifted & Talented Learners

The Dr. Joseph F. Pollack Academic Center of Excellence acknowledges our responsibility to provide services that meet the needs of all students including our gifted & talented population. To this end, we provide a program to motivate, challenge, and educate all of our students on the ways in which they can take the skills, ideas, and concepts learned and transform them into creative solutions to everyday issues. The gifted & talented program seeks to develop out students into civic minded individuals who always seek to achieve their highest level of performance in order to contribute to the positive development of society.

Technology Integration Plans

The Academy's technology plan has been aligned with the curricular goals and academic content standards for student achievement based on the Michigan Common Core State Standards, Grade Level Content Expectations, Student Achievement Plan and Technology Plan which are measured by state mandated norm-referenced testing, district-wide and site-based curriculum-referenced assessment systems referenced in comprehensive planning documents.

The implementation of the plan will be assessed and reported to stakeholders on an annual basis. We believe that technology is a valuable educational tools, one which can enhance student learning at all levels and expand the scope of the curriculum using many innovative techniques with technology as a second language.

For more information on technology integration at PACE, the school's Michigan Department of Education approved Technology Plan can be found on the school's website at: <http://pacek-8.com/> .

SECTION c
CURRICULUM

CURRICULUM, INSTRUCTION AND ASSESSMENT

Introduction

The mission of the administration and instructional staff of Dr. Joseph F. Pollack Academic Center of Excellence (PACE Academy) is to provide all students a superior educational experience that results in career success and commitment to community service. In support of the realization of our mission, our school implements a standards based academic curriculum that is designed to ensure a high quality, world class education for every student served. Kindergarten through Grade 8 students enrolled at PACE Academy engage in a core academic program that is aligned to the Common Core State Standards (CCSS), and the Grade Level Content Expectations as identified by the Michigan Department of Education. In addition, our teachers utilize differentiated instruction strategies that are scientifically research based and designed to meet the specific needs of each individual child.

Curriculum

During the 2013-14 school year, PACE Academy teachers and the Academic Achievement Support Services Department began the process of Curriculum Mapping. As shown in Appendix A, each grade level team created a Curriculum Map for each subject taught at PACE Academy. The Maps reveal the taught curriculum to include the CCSS and/or GLCE's standards, the lesson objectives, the assessments, and the primary resources used.

The primary resources used at PACE Academy are as follows;

K-5

| | |
|----------------|---|
| ELA | Storytown – Houghton Mifflin/Harcourt |
| Math | My Math – McGraw Hill |
| Science | Delta-Foss Science kits |
| Social Studies | Michigan Citizenship Collaborative Curriculum (MC3) |

6-8

| | |
|----------------|---|
| ELA | Elements in Language- Holt Reinhart |
| Math | Connected Math |
| Science | Pearson-Prentice Hall science kits |
| Social Studies | Michigan Citizenship Collaborative Curriculum (MC3) |

Assessing Student Learning

In our efforts to insure increased learning for all students, ongoing and continuous assessment strategies are employed. The collection of documented measures of student achievement will be supported through the use of both formal and informal methods. In addition, our assessment program will serve the purposes of measuring student growth and teacher effectiveness, identifying learning gaps, as well as supporting our professional accountability. Resultantly, each year an assessment plan is developed that includes the administration of both State mandated and district level assessment programs. The schedule for assessing student learning for the 2013-14 school year is as follows:

1st Quarter: September 3rd—October 30th

| Assessment Type | Grades | Assessment Window |
|---------------------|--------|------------------------------|
| DIBELS | K-2 | September 9-13, 2013 |
| Scantron | 2-8 | September 16-October 4, 2013 |
| MEAP | 3-8 | October 8 – 25, 2013 |
| Achievement Network | 2-8 | October 23 & 24, 2013 |

2nd Quarter: October 31—January 21st

| Assessment Type | Grades | Assessment Window |
|---------------------|------------|------------------------------|
| DIBELS | K-1 2nd | January 13 – 17, 2014 N/A |
| Scantron | 2-8 | January 13 – 31, 2014 |
| Achievement Network | 2-8 | January 14 & 15, 2014 |

3rd Quarter: January 22 – April 1st

| Assessment Type | Grades | Assessment Window |
|---------------------|------------|------------------------------|
| DIBELS | K-1 2nd | N/A January 21 – 28, 2014 |
| Scantron | 2-8 | January 13 – 31, 2014 |
| Achievement Network | 2-8 | March 19 & 20, 2014 |

4th Quarter: April 2nd - June 11th

| Assessment Type | Grades | Assessment Window |
|---------------------|--------|-------------------|
| DIBELS | K-2 | May 5 – 9, 2014 |
| Scantron | 2-8 | May 12 – 30, 2014 |
| Achievement Network | 2-8 | May 19 & 20, 2014 |

Curriculum Coordination

Each core content area is lead by the Director of Academic Achievement Student Support and four subject area Coaches, who provide ongoing and continuous leadership and support designed to ensure program implementation fidelity and the dissemination of an aligned system of learning objectives. The Academic Achievement Student Support Department is responsible for monitoring teachers' effective delivery of the curriculum as it relates to appropriate pacing and sequencing. The department is also responsible for leading teachers' efforts to formatively monitor an assess student learning as well as supporting the identification and use of appropriate intervention strategies.

Student Outcomes

For each of the core content areas as well as our identified special subject areas, we have identified the student learning outcomes. It is our expectation that each student will demonstrate achievement of the learning outcomes upon completion of each grade level. General descriptions of these learning outcomes as well as specific standards of learning are listed in Exhibit A, Curriculum Maps.

APPENDIX A
CURRICULUM MAPS

Instructional Program

Scientifically Research-Based Instruction

In accordance with the mandates of the tenets of the No Child Left Behind legislation of 2001, all PACE instructional staff employ teaching methods and strategies that are supported by sound research. In adherence to this mandate, the instructional team of Dr. Joseph F. Pollack Academic Center for Excellence has adopted a cadre of instructional support resources that, in fact, meet NCLB's standard of quality for each of the core content subject areas.

Additionally, with the nationwide shift to the Common Core State Standards (CCSS), PACE Academy places a strong emphasis on the implementation of the Framework for Teaching as identified by Charlotte Danielson (2013). Full implementation of the CCSS calls for active, rather than passive learning, and requires deep engagement and conceptual understanding, thinking, and reasoning. The Charlotte Danielson's Framework for Teaching, coupled with Madeline Hunter's cycle of instruction and Marzano's nine instructional strategies, provides the academic foundation for the pedagogy of PACE Academy and assures alignment with the CCSS. According to researcher Jacob Cohen (1988), an effect size of .20 can be considered small; an effect size of .50 can be considered medium; and an effect size of .80 can be considered large and likely to be extremely effective. A list of Marzano's strategies and the respective effect sizes are presented in Table 1.

Table 1
Scientifically Research-Based
Instructional Strategies that Work

| Category | Average Effect Size* | Percentile Gain |
|--|----------------------|-----------------|
| Identifying similarities and differences | 1.61 | 45 |
| Summarizing and note taking | 1.00 | 34 |
| Reinforcing effort and providing recognition | .80 | 29 |
| Homework and practice | .77 | 28 |
| Nonlinguistic representation | .75 | 27 |
| Cooperative learning | .73 | 27 |
| Setting objectives and providing feedback | .61 | 23 |
| Generating and testing hypotheses | .61 | 23 |
| Questions, cues, and advance organizers | .59 | 22 |

Other Instructional Strategies Used

PACE teachers and instructional support staff also employs the strategies listed below in their efforts to create a high quality instructional program that meets the needs of all students.

- Direct Instruction
- Input and Modeling
- Guided Practice
- Co-teaching
- Project-based Learning
- Collaboration with Students
- Collaboration with Other Professionals
- Student-centered Learning
- Technology Integration

SECTION d

METHOD OF PUPIL ASSESSMENT

Assessing Student Learning

PACE Academy's systems for assessing student learning include the administration of classroom and large-scale assessments that serve the primary purpose of improving student learning. Our assessment systems provide useful information about whether our students have reached important learning goals and about the progress each student has made. They employ practices and methods that are consistent with learning goals, curriculum, instruction and current knowledge of how students learn.

Classroom assessment that is infused with curriculum and instruction is the primary means of assessing learning at PACE Academy. Teachers and support staff measure student learning through such methods as structured and informal observations and interviews, projects and tasks, test, performances and exhibitions, audio and digital streaming, experiments, and journals. For this purpose we will be using the following assessments:

- Michigan Educational Assessment Program (MEAP)
- DiBELS (K-2)
- Scantron Performance Series
- Achievement Network

SECTION e

ADMISSION POLICY AND CRITERIA

SECTION e
Method of Pupil Assessment

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article IV, Section 6.5, and the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the Eastern Michigan University Charter Schools Office (“CSO”).

The Academy shall authorize the CSO to have access to the Academy’s Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy’s state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to Be Administered:

| Grade(s) | Academic Assessment(s) |
|-----------------|--|
| K - 8 | Assessments identified in Schedule 7b including all state and authorizer mandated assessments. |



Dr. Joseph F. Pollack Academic Center of Excellence

Assessment Schedule 2018-19

DRAFT 1

1st Quarter: August 28, 2018 to October 31, 2019

| Assessment Type | Grades | Assessment Window |
|---------------------|-----------------------------------|---|
| NWEA- MAP | K -8 th | September 10 to September 21 (Make ups Sept 24-28) |
| Achievement Network | 2 nd – 8 th | October 29 to Nov 9 (Make ups Nov 12 - 20) |

2nd Quarter: November 1, 2019 to January 28, 2019

| Assessment Type | Grades | Assessment Window |
|---------------------|-----------------------------------|--|
| Achievement Network | 2 nd – 8 th | January 14 - February 1 (Make ups Jan 28-Feb 1) |

3rd Quarter: January 29, 2019 to April 10, 2019

| Assessment Type | Grades | Assessment Window |
|--|-----------------------------------|---|
| NWEA- MAP | K -8 th | February 4 - February 15 (Make ups Feb 25 - Mar 1) |
| Achievement Network | 2 nd – 8 th | March 18 to 29 (All tests must be completed on Mar 29th) |
| National Assessment of Educational Progress (NAEP) | Select 4th & 8th Grade Students | February 7 |

4th Quarter: April 11, 2019 to June 14, 2019

| Assessment Type | Grades | Assessment Window |
|-----------------|---------------------|------------------------------|
| M-STEP | 5th – 8th | April 8 to May 3 |
| PSAT | 8th | April 9 (Make up day Apr 10) |
| M-STEP | 3rd, 4th, 6th & 7th | April 29 - May 23 |
| NWEA – (MAP) | K – 8th | May 13 to May 31 |

SECTION f
Application and Enrollment of Students

APPLICATION AND ENROLLMENT OF STUDENTS – Section 7f

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 950 students. The Academy will adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

1 Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.

1 Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.

1 The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils, or to a child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy.

1 The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.

1 No student may be denied participation in the application process due to lack of student records.

1 If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Matriculation Agreement

1 The Academy Board may enter into a matriculation agreement with another public school academy pursuant to section 504(4) of the Revised School Code.

1 However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Eastern Michigan University Charter Schools Office (“CSO”) for review.

1 Any matriculation agreement entered into by the Academy shall be added to this Schedule 7f through a contract amendment approved in accordance with this Contract.

1 Until the matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Application Process

1 The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.

1 The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.

1 In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.

1 The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the CSO.

Legal Notice or Advertisement

1 The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice or advertisement must be forwarded to the CSO.

1 At a minimum, the legal notice or advertisement must include:

A. The process and/or location(s) for requesting and submitting applications.

B. The beginning date and the ending date of the application period.

C. The date, time, and place the random selection drawing(s) will be held, if needed.

1 The legal notice or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.

1 The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

1 The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.

1 If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.

1 An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.

1 An applicant on the waiting list at the time a new application period begins must reapply as a new student.

1 After collecting the parent or guardian responses, the Academy must determine the following:

A. The number of students who have re-enrolled per grade or grouping level.

B. The number of siblings seeking admission for the upcoming academic year per grade.

C. If space is unavailable, the Academy must develop a waiting list for siblings of reenrolled students.

D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

1 Establish written procedures for conducting a random selection drawing.

1 Establish the maximum number of spaces available per grade or grouping level.

1 Establish the date, time, place and person to conduct the random selection drawing.

1 Notify the CSO of both the application period and the date of the random selection drawing, if needed. The CSO may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, impartial individual who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:

1 Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.

1 Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION g
School Calendar and School Day Schedule

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284 and 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the CSO upon Academy Board approval.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to the CSO prior to the commencement of each academic year.

SECTION h
Age and/or Grade Range of Pupils

SCHEDULE 7H

AGE AND GRADE RANGE OF PUPILS TO BE ENROLLED

SECTION H. AGE AND/OR GRADE RANGE OF PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this schedule.

The Academy will enroll students in Kindergarten through 8th grade. The Academy may make changes to this grade configuration with the written approval of the authorizing body.

Students of the Academy will be children who are at least 5 years old by the first day of the month designated by the Michigan Department of Education. See MCL 380.1147.