BAY MILLS COMMUNITY COLLEGE

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

ISSUED BY

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

(AUTHORIZING BODY)

TO

UNIVERSAL LEARNING ACADEMY

(A PUBLIC SCHOOL ACADEMY)

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BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS PUBLIC SCHOOL ACADEMY AUTHORIZING BODY

RESOLUTION NO. 12-01

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

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 Bay Mills Community College Board of Regents (the "College 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 College Board has determined that changes to the method of selection process are in the best interest of the College and that such changes be incorporated into all charter contracts issued by the College Board;

NOW, THEREFORE, BE IT RESOLVED, that the policy titled Public School Academy Board of Director Method of Selection dated January 20, 2012, 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 College 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 College's Director of Charter Schools 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 Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 20th day of January, 2012, with a vote of <u>lo</u> for, <u>O</u> opposed, and <u>l</u> abstaining.

Bw.

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Public School Academy Board of Director Method of Selection

The Bay Mills Board of Regents ("College 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 College Board shall prescribe the methods of appointment for members of the Academy Board. The College's Director of Charter Schools 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 College Board shall appoint the initial and subsequent Academy Board of Directors by formal resolution. The College's Director of Charter Schools shall recommend nominees to the College 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 College Board or its designee. The College 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 Charter Schools at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Member Appointment Questionnaire* for review by the College's Charter Schools Office. The Director of Charter Schools may or may not recommend appointment of a nominee submitted by the Academy Board. If the Director of Charter Schools 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 College Board's Chair, the College's Director of Charter Schools 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 College Board for final determination at its next regularly scheduled meeting. The College 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 College 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 College'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 College Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the College Board or the College's Director of Charter Schools 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 College'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 College'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 school; 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 a management company that contracts with the Academy; and (4) College 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 College'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 anytime the College Board determines that an Academy Board member's service is no longer necessary, then the College 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.

With the approval of the College Board Chair, the College's Director of Charter Schools may suspend an Academy Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would seriously impair the operations of the Academy. Any suspension made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any suspension made under this provision.

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 College'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 College Board, or the College's Director of Charter Schools, 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 College 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.

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS PUBLIC SCHOOL ACADEMY AUTHORIZING BODY

RESOLUTION NO. 19-98 Contract Reauthorization

WHEREAS, the Bay Mills Community College Board of Regents (the "College Board"), as the governing body of a federal tribally-controlled community college, is an authorizing body empowered to authorize and issue contracts to operate public school academies, and to establish the method of selection, length of term, and number of members of a public school academy's Board of Directors; and

WHEREAS, on July 1, 2012, the College Board issued to Universal Learning Academy (the "Academy") a Contract to Charter a Public School Academy (the "Charter Contract"); and

WHEREAS, the Charter Contract will expire on June 30, 2020 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

WHEREAS, the College Charter Schools Office has completed its evaluation and assessment of the Academy's operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed eight (8) years, beginning July 1, 2020;

WHEREAS, in addition to other Revised School Code requirements, the College Board's reauthorization process included consideration of increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria, as the most important factor in the decision of whether or not to issue a new contract to charter a public school academy to the Academy;

NOW, THEREFORE, BE IT RESOLVED:

- The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents ("Contract") to the Academy:
 - a. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
 - b. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Michael C. Parish, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

- (1) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and
- (2) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- c. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2028.
- 2. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 22nd day of November, 2019, with a vote of 5 for, Dopposed, / abstaining, and 3 absent.

CONTRACT TERMS AND CONDITIONS

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2020

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

UNIVERSAL LEARNING ACADEMY

CONFIRMING THE STATUS OF

UNIVERSAL LEARNING ACADEMY

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MICHIGAN PUBLIC SCHOOL ACADEMY

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Exhibit A - Resolutions

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 Bay Mills Community College 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 College 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. <u>Certain Definitions</u>. 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 Universal Learning 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 College Board for the

- establishment of the Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.
- (e) "Authorizing Resolution" means Resolution No. 19-98 adopted by the College Board on November 22, 2019.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College 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) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(1) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) "Conservator" means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.

- (o) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (p) "Director" means a person who is a member of the Academy Board of Directors.
- (q) "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 CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (r) "Educational Service Provider Policies" or "ESP Policies" means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) "Fund Balance Deficit" means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (t) "Lease Policies" means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon 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.
- (u) "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 CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.
- (v) "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 governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office 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.
- (w) "President" means the President of Bay Mills Community College or his or her designee.
- (x) "Resolution" means Resolution No. 12-01 adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) "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.
- (z) "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.
- (aa) "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.

- (bb) "Superintendent" means the Michigan Superintendent of Public Instruction.
- (cc) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2020, Issued by the Bay Mills Community College Board of Regents to Universal Learning Academy Confirming the Status of Universal Learning Academy as a Michigan Public School Academy."
- Section 1.2. <u>Captions</u>. 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. <u>Gender and Number</u>. 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. <u>Statutory Definitions</u>. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.
- Section 1.5. <u>Schedules</u>. All Schedules to this Contract are incorporated into, and made part of, this Contract.
- Section 1.6. <u>Application</u>. The Application submitted to the College 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. <u>Conflicting Contract Provisions</u>. 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 COLLEGE BOARD

Section 2.1. <u>Independent Status of Bay Mills Community College</u>. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board

voluntarily exercises additional powers given to the College Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the College Board's autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

- Section 2.2. <u>Independent Status of the Academy</u>. 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 College Board or the College. The relationship between the Academy and the College Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the College Board and the Academy, if applicable.
- Section 2.3. <u>Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College</u>. 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 College Board, or the College. 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 College Board or the College 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. <u>Academy Has No Power To Obligate or Bind State of Michigan, the College Board or the College.</u> The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, College Board or the College, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, College Board or the College 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 COLLEGE BOARD AS AUTHORIZING BODY

Section 3.1. <u>College Board Resolutions</u>. The College Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The College Board has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as Exhibit A. At any time and at its sole discretion, the College Board may amend the Resolution. Upon College 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. <u>College Board as Fiscal Agent for the Academy</u>. The College Board is the fiscal agent for the Academy. As fiscal agent, the College Board assumes no responsibility for the financial condition of the Academy. The College 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 College Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the College Board for the benefit of the Academy. The responsibilities of the College 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 College Board. The College Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the College Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.
- Section 3.4. <u>Reimbursement of College Board Expenses</u>. The Academy shall pay the College Board an administrative fee to reimburse the College 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. <u>College Board Approval of Condemnation</u>. 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 College Board. The Academy shall submit a written request to the College Board describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to give express written permission for the acquisition at its next regular meeting.
- The College Board authorizes the Section 3.6. Authorization of Employment. 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 College for any With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance

for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

- Section 3.7. <u>Code Requirements for College Board to Act as Authorizing Body</u>. The College Board has complied with the requirements of Section 1475 of the Code, MCL 380.1475, and will continue to comply with the Code during the term of this Contract.
- Section 3.8. <u>College Board Subject to Open Meetings Act</u>. As required by Section 1475 of the Code, MCL 380.1475, College Board meetings conducted for the purpose of carrying out or administering any authorizing body function shall be administered in accordance with the Open Meetings Act, MCL 15.261 et seq.
- Section 3.9. <u>College Board Authorizing Body Activities Subject to Freedom of Information Act.</u> As required by Section 1475 of the Code, MCL 380.1475, all authorizing body functions performed by the College Board shall be subject to public disclosure in accordance with the Freedom of Information Act, MCL 15.231 et seq.

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, 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., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. 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 by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.11. <u>Authorizing Body Contract Authorization Process</u>. Pursuant to the Code, the College Board is not required to issue a contract to the Academy. This Contract is for a fixed

term and will terminate at that end of the Contract term set forth in Section 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by making a formal request to the College Board in writing at least two years prior to the end of the Contract term. The College Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the College Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the College Board as the most important factor of whether to issue or not issue a new contract. The College Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the College 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.

Schools of Excellence. If the College Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the College Board determines that the Academy meets the College Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the College 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 College 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. <u>Limitation on Actions in Performance of Governmental Functions</u>. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.
- Section 4.2. <u>Other Permitted Activities</u>. 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. <u>Academy Board Members Serve In Their Individual Capacity</u>. 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 College Board, and may be removed with or without cause at any time.

- Section 4.4. <u>Incompatible Public Offices and Conflicts of Interest Statutes</u>. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:
 - (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
 - (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
 - (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
 - (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
 - (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College; and
 - (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.
- Section 4.5. <u>Prohibition of Identified Family Relationships</u>. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:
 - (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-

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

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to work at the Academy;
- (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
- (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.
- Section 4.6. <u>Dual Employment Positions Prohibited</u>. 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. <u>Oath of Public Office</u>. 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.
- Section 4.8. <u>Academy Counsel</u>. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. <u>Nonprofit Corporation</u>. 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. <u>Articles of Incorporation</u>. 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. <u>Bylaws</u>. 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. <u>Quorum</u>. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board member positions as set by the Authorizing Resolution.

ARTICLE VI

OPERATING REQUIREMENTS

- Section 6.1. <u>Governance Structure</u>. 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. <u>Educational Goals</u>. 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. <u>Educational Programs</u>. The Academy shall deliver the educational programs identified in Schedule 7c.
- Section 6.4. <u>Curriculum</u>. The Academy shall implement and follow the curriculum identified in Schedule 7d.
- Section 6.5. <u>Method of Pupil Assessment</u>. 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 the Michigan Student Test of Educational Progress ("M-STEP") and/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 student performances at the end of each academic school year or at such other times as the College 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. <u>Application and Enrollment of Students</u>. 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. <u>School Calendar and School Day Schedule</u>. The Academy shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7g.
- Section 6.8. <u>Age or Grade Range of Pupils</u>. The Academy shall comply with the age and grade ranges as stated in Schedule 7h.
- Section 6.9. <u>Collective Bargaining Agreements</u>. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.
- Section 6.10. <u>Accounting Standards</u>. 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. <u>Annual Financial Statement Audit</u>. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain, and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if any. 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. <u>Address and Description of Physical Plant; Process for Expanding Academy's Site Operations</u>. The address and description of the physical plant for the Academy

is set forth in Schedule 6. With the approval of the College 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 College 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 CSO Director shall review the contract amendment and make a recommendation to the College Board on whether the Academy's request for site expansion should be approved. recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The College Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the College Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The College Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. <u>Contributions and Fund Raising</u>. 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 College or the College Board.

Section 6.14. <u>Disqualified Organizational or Contractual Affiliations</u>. 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 College Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the College 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. <u>Matriculation Agreements</u>. 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 7f by contract amendment pursuant to Article IX of these Terms and Conditions. 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 College Board, intending that the College 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:
- (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 during the immediately preceding 3 school years.
- (b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employees Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, , the Michigan Person 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. <u>Amendments</u>. The College 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 College 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 College Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the College Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the College Board by the Academy.
- Section 9.3. <u>Process for Amendment Initiated by the College Board</u>. The College 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 College Board delegates to the CSO 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 College Board upon a majority vote of the Academy Board.
- Section 9.4. <u>Final Approval of Amendments</u>. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the College Board or the CSO Director. If the proposed amendment conflicts with any of the College Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the College Board.
- Section 9.5. <u>Change in Existing Law</u>. 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 College 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 College Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of College 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 College Board. emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College 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 College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. <u>Statutory Grounds for Revocation</u>. 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 College 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 College 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 College 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 College 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. <u>Automatic Amendment Of Contract; Automatic Termination of Contract</u> If All Academy Sites Closed; Economic Hardship Termination.

Except as otherwise provided in this Section 10.3, if the College 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 College Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Office 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 CSO 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 CSO Director may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the College 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 College 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 Office 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 Office Director shall present the Academy Board's request for termination to the College 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 College Board shall consider and vote on the proposed

termination request. The College 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 College Termination of Contract. The College 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 College Board's action; or (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide notice of the termination to the Academy. If during the period between the College 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. <u>College Board Procedures for Revoking Contract</u>. The College Board's process for revoking the Contract is as follows:

- (a) <u>Notice of Intent to Revoke</u>. The Charter Schools Office 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 Office 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 Office Director prior to a review of the Academy Board's response.
- (c) <u>Plan of Correction</u>. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Office 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 Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent

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to Revoke can be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office 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 Office 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) <u>College Board's Contract Reconstitution Provision</u>. The Charter Schools Office 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 restrict 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) <u>Request for Revocation Hearing</u>. The Charter Schools Office Director may initiate a revocation hearing before the College Charter Schools Hearing Panel if the Charter Schools Office 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 Office Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Office 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 Office 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.

- Hearing before the College 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 Office Director's request for Contract revocation, and to make a recommendation to the College 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 Office Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the College and the Academy. The Charter Schools Office 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 Office Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the College 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 College Board.
- (g) <u>College Board Decision</u>. If the Hearing Panel's recommendation is submitted to the College Board at least fourteen (14) days before the College Board's next regular meeting, the College Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The College Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The College Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The College 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 College Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.
- (h) <u>Effective Date of Revocation</u>. If the College Board votes to revoke the Contract, the revocation shall be effective on the date of the College Board's act of revocation, or at a later date as determined by the College Board.

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- (i) <u>Disposition of State School Aid Funds</u>. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of Treasury upon request. The College Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's dissolution account established under Section 10.10 of these Terms and Conditions.
- Section 10.7. <u>Contract Suspension</u>. The College Board's process for suspending the Contract is as follows:
- (a) <u>The Charter Schools Office Director Action</u>. If the Charter Schools Office 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 Office 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) <u>Disposition of State School Aid Funds</u>. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a decision by the Charter Schools Office Director to suspend the Contract, may be retained by the College 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) <u>Immediate Revocation Proceeding</u>. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Office 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 College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

Section 10.8. <u>Venue</u>; <u>Jurisdiction</u>. 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 Chippewa County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western 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 <u>forum non conveniens</u> 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. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, in the event that the College President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the College President, after consulting with the College 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 College President shall appoint the Conservator for a definite term which may be extended in writing at his or her 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 section must be presented to the College 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, Academy Board, employment and student records;
 - (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
 - (d) hire, fire, evaluate and discipline employees of the Academy;

- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and
- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.10. Academy Dissolution Account. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO 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. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. <u>The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.</u> 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. 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.
- (b) 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.
- (c) 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 (c)(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.
- (d) 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. <u>Insurance</u>. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages required by the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") for public school academies authorized by university board authorizing bodies:

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

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

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

COVERAGE	REQUIREMENTS			
General or Public Liability (GL)	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 College 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.			
	College 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.			

COVERAGE	REQUIREMENTS					
Errors & Omissions (E&O)	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 College -					
	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.					
	College must be included as an Additional Insured with Primary and Non-Contributory Coverage.					

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

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

COVERAGE	REQUIREMENTS			
Automobile Liability (AL) for Owned and	\$1,000,000 per accident.			
Non-Owned Autos	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.			
	College must be included as Additional Insured with Primary and Non-			
	Contributory Coverage.			
See Umbrella section for higher limit				
	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.			
COVERAGE	REQUIREMENTS			
	· ·			
Workers' Compensation	Must be Occurrence form.			
•	Must be Occurrence form. Statutory Limits with \$1,000,000 Employers Liability Limits.			
·				
Requirement for PSA/SDA/UHS/SOE when leasing	Statutory Limits with \$1,000,000 Employers Liability Limits.			
,	Statutory Limits with \$1,000,000 Employers Liability Limits. NOTE: Must have Alternate Employer Endorsement from			
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	Statutory Limits with \$1,000,000 Employers Liability Limits. NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract. NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the			
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	Statutory Limits with \$1,000,000 Employers Liability Limits. NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.			

	COVERAGE	REQUIREMENTS			
Crime		Must include Employee Dishonesty coverage.			
		Must include third party coverage.			
		\$500,000 limit.			
	COVERAGE	REQUIREMENTS			
Umbrella		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. 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 lf PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.			
		\$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit. 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.			
		College must be included as Additional Insured with Primary and Non-Contributory Coverage.			
		All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.			

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

ADDITIONAL RECOMMENDATIONS				
COVERAGE RECOMMENDATION				
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.			
DISCLAIMER:	<u>'</u>			

By requiring such minimum insurance, the College 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.

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 list the College and the College Board on the insurance policies as an additional insured on insurance coverages as noted above. The Academy shall have a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

All insurance certificates must accurately reflect the coverage provided under the Academy's policy. Certificate must expressly list or state the coverage for each item specified in the Contract. Policy and corresponding certificates, should reflect an annual expiration date of June 30th to correspond with the Contract, unless a different date provides an economic advantage to the Academy, so long as such date does not create a gap in coverage at any time during the term of the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the College 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. In the event the Academy fails to purchase the insurance coverage required by this Section 11.2, the College Board may purchase on the Academy's behalf the insurance required under this Section 11.2 and subtract the total cost for placed insurance from the next state school aid payment received by the College Board for forwarding to the Academy.

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		
	\$1,000000 per occurrence & \$2,000,000 aggregate		

	PSA must be included as First Named Insured				
	College 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 College-PSA contract				
	\$1,000,000 per occurrence & \$3,000,000 aggregate				
	PSA must be included as First Named Insured				
	College must be included as Additional Insured with Primary Coverage				
COVERAGE	REQUIREMENTS				
Automobile Liability (AL)	\$1,000,000 per accident				
for Owned and Non- Owned Autos	PSA must be included as First Named Insured				
	College 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.				
COVERAGE	\$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.				
COVERAGE Crime	\$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA. PSA must be included as First Named Insured				
	\$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA. PSA must be included as First Named Insured REQUIREMENTS				
	\$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA. PSA must be included as First Named Insured REQUIREMENTS Must include Employee Dishonesty coverage				
	\$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA. PSA must be included as First Named Insured REQUIREMENTS Must include Employee Dishonesty coverage Must be Occurrence form				
	\$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA. PSA must be included as First Named Insured REQUIREMENTS Must include Employee Dishonesty coverage Must be Occurrence form \$500,000 per occurrence				
Crime	\$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA. PSA must be included as First Named Insured REQUIREMENTS Must include Employee Dishonesty coverage Must be Occurrence form \$500,000 per occurrence PSA must be included as First Named Insured				
Crime	\$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA. PSA must be included as First Named Insured REQUIREMENTS Must include Employee Dishonesty coverage Must be Occurrence form \$500,000 per occurrence PSA must be included as First Named Insured REQUIREMENTS				
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Crime	\$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA. PSA must be included as First Named Insured REQUIREMENTS Must include Employee Dishonesty coverage Must be Occurrence form \$500,000 per occurrence PSA must be included as First Named Insured REQUIREMENTS 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				
Crime	\$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA. PSA must be included as First Named Insured REQUIREMENTS Must include Employee Dishonesty coverage Must be Occurrence form \$500,000 per occurrence PSA must be included as First Named Insured REQUIREMENTS 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				

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 College's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College's insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

Section 11.3. <u>Legal Liabilities and Covenant Against Suit</u>. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the College Board, the College or any other authorizing body, or to enter into a contract that would bind the College Board or the College. The Academy is also 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 College Board, the College, or any of its Regents, officers, employees, agents or representatives for any matters that arise under this Contract. The College Board and the College 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 College Board or the College, or any of its Regents, 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 College 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 College 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 lease 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. <u>Criminal Background and History Checks; Disclosure of Unprofessional Conduct.</u> 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. <u>Special Education</u>. 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. <u>Deposit of Public Funds by the Academy</u>. 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. <u>Nonessential Elective Courses</u>. 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 Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

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

"Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as "Bay Mills Community College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, [insert name of Educational Service Provider] hereby promises to indemnify, defend, and hold harmless Bay Mills Community College 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 Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, [insert the name of Educational Service Provider] preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by [insert the name of Educational Service Provider], or which arise out of the failure of [insert the 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 Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement."

"Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the Bay Mills Community College 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. The 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 the Bay Mills Community College 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 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 the Educational Service Provider shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution."

"Compliance with Section 12.17 of Contract Terms and Conditions. The 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."

Section 11.11. <u>Management Agreements</u>. 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 by the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP Policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The 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. <u>Administrator and Teacher Evaluation Systems</u>. 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. <u>K to 3 Reading</u>. 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. <u>Notices</u>. 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 College Board:

President Bay Mills Community College 12214 West Lakeshore Drive Brimley, Michigan 49715 If to the Tribal Office: Tribal Attorney's Office

Bay Mills Indian Community 12140 West Lakeshore Drive Brimley, Michigan 49715

If to Outside Counsel: Leonard C. Wolfe

Dykema Gossett PLLC

201 Townsend Street, Suite 900

Lansing, Michigan 48933

If to Academy: Academy Board President

Hassan Alaouie 28015 Joy Road Westland, MI 48185

If to Academy Counsel: Joe Urban

Clark Hill

151 S. Old Woodward

Suite 200

Birmingham, MI 48009

Section 12.2. <u>Severability</u>. 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. <u>Successors and Assigns</u>. 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. <u>Entire Contract</u>. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the College 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. <u>Assignment</u>. This Contract is not assignable by either the Academy or the College Board.

Section 12.6. <u>Non Waiver</u>. 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. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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. <u>Term of Contract</u>. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 8 years until June 30, 2028, 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 College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the College Board, the College and its Board of Regents 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 College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the College 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 College Board as an authorizing body under Part 6A of the Code, the College 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 College Board, the College and its Board of Regents 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. <u>Construction</u>. 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. <u>Force Majeure</u>. 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. <u>No Third Party Rights</u>. This Contract is made for the sole benefit of the Academy and the College 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. <u>Non-agency</u>. It is understood that the Academy is not the agent of the College.

Section 12.15. College 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 College Board or CSO policies regarding public school academies which shall apply immediately, College 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 College 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. <u>Survival of Provisions</u>. 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. <u>Information Available to the Public</u>.

- (a) <u>Information to be provided by the Academy</u>. 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) <u>Information to be provided by Educational Service Providers</u>. 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. <u>Termination of Responsibilities</u>. Upon termination or revocation of the Contract, the College 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. <u>Disposition of Academy Assets Upon Termination or Revocation of Contract.</u> 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. <u>Student Privacy.</u> 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 College;
- (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 College.
- (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 College Board, College, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the College;
- (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 College Board, College, 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
- 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. <u>List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian</u>.

- (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. <u>Partnership Agreement</u>. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.
- Section 12.24. <u>Statewide Safety Information Policy.</u> 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. <u>Criminal Incident Reporting Obligation</u>. 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. <u>Academy Emergency Operations Plan.</u> (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. <u>School Safety Liaison</u>. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 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. <u>Annual Expulsion Report and Website Report on Criminal Incidents.</u> On an annual basis, the Academy Board shall do the following:

- (i) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident causing each expulsion;
- (ii) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and
- (iii) make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

As the designated representative of the Bay Mills Community College Board of Regents, I hereby issue this Contract to the Academy on the date set forth above.

BAY MILLS COMMUNITY COLLEGE

BOARD OF REGENTS

Bv:

Michael C. Parish, College Board Designee

Date: July 1, 2020

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.

UNIVERSAL LEARNING ACADEMY

By:

Its: 395

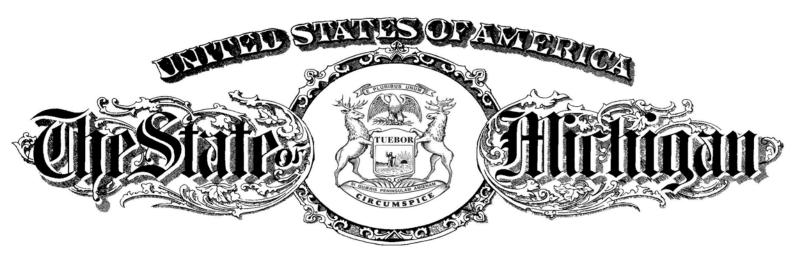
Date: July 1, 2020

078905.000001 4842-4191-7107.2

CONTRACT SCHEDULES

	Schedules
Articles of Incorporation	1
Bylaws	2
Fiscal Agent Agreement	3
Oversight Agreement	4
Description of Staff Responsibilities	5
Physical Plant Description	6
Required Information for Public School Academy	7

CONTRACT SCHEDULE 1 ARTICLES OF INCORPORATION





This is to Certify That

UNIVERSAL LEARNING ACADEMY

was validly Incorporated on March 2, 2004 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 20061355570

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 8th day of June, 2020.

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

UNIVERSAL LEARNING ACADEMY

ID NUMBER: 780761

received by facsimile transmission on February 26, 2004 is hereby endorsed filed on March 2, 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.

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In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 2nd day of March, 2004.

, Director

Bureau of Commercial Services

C&S 502 (Rev. 8-96)

MICHIGAN DEPA CORPORATION, SEC	RTMENT OF CO CURITIES AND LAN	ONSUMER A ID DEVELOPI			SERVICES
Date Received (FOR			BUREA	U USE ON	ILY)
Name: Erika Butler-A	Akinye <u>m</u> i, Esq.				
Address One Woodward Ave	nue, Suite 2400				
City Detroit	State Michigan	Zip Code 48226			
Document will be returned to the name and address you enter above			EFFEC.	TIVE DATI	E
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ARTICLES OF INCORPORATION For Use by Domestic Nonprofit Corporations

OF

Universal Learning Academy

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

ARTICLE I

The name of the school is: Universal Learning Academy

The authorizing body for the school is: Bay Mills Community College

ARTICLE II

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

Section 1. The school is organized for the purposes of operating as a public school academy in the state of Michigan pursuant to Parts 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

Section 2. The school, 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 school shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit school organized under the laws of the State of Michigan and subject to a contract between the school and authorizing body allowing the school to operate as a public school academy as authorized under the Code.

ARTICLE III

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

The value of assets which the school possesses is:

Real Property:

\$0

Personal Property: \$0

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

- a. State school aid payments received pursuant to the State School Aid Act, Act 94 Public Acts of Michigan, 1979, as amended or any successor law.
- b. Federal funds.
- c. Donations and grants.
- d. Fees and charges permitted to be charged by public school academies.

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e. Other funds lawfully received.

ARTICLE IV

The address of the initial registered office is: 22579 Ann Arbor Trail, Dearborn Heights, Michigan 48127.

The mailing address of the initial registered office is: 5423 Deerfield, West Bloomfield, Michigan 48322.

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

ARTICLE V

The name and address of the incorporator is as follows:

Erika Butler-Akinyemi, Esq. One Woodward Avenue, Suite 2400 Detroit, Michigan 48226

ARTICLE VI

The school is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the school and the Bay Mills Community College ("BMCC Board"), the method of selection, length of term, and the number of members of the Board of Directors of the school shall be approved by a resolution of the BMCC Board as required by the Code.

The members of the Board of Directors of the school (the "Academy Board") shall be selected by the following method:

- Section 1. <u>Method of Selection</u>. The initial members of the Academy Board shall be the individuals named in the resolution approved by the BMCC Board. Subsequently, the Academy Board shall elect persons to fill vacancies on the Academy Board. A member appointed by the Academy Board to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member.
- Section 2. <u>Length of Term</u>. The term of each member of the Academy Board shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed

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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.

- Section 3. <u>Number of Directors</u>. The number of members of the Academy Board shall not be fewer than five (5) nor more than nine (9) as determined from time-to-time by the BMCC Board.
- Section 4. Qualifications. To the extent possible, the members of the Academy Board shall 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. Members of the Academy Board shall not include: (i) employees of the school; (ii) directors, officers and employees of a management company that contracts with the school; or (iii) BMCC Board of Education or BMCC officials, as representatives of the BMCC Board of Education.
- Section 5. Oath. All members of the Academy Board of the school must file an acceptance of office with the BMCC Board.

ARTICLE VIII

No part of the net earnings of the school shall inure to the benefit of or be distributable to its directors, officers or other private persons, or organization organized and operated for a profit (except that the school shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the school shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under Section 115 of the IRC, or comparable provisions of any successor law. Except as otherwise prohibited by law, upon the dissolution of the school, the Academy Board shall, after paying or making provision for the payment of all of the liabilities of the school, dispose of all of the assets of the school to BMCC Board or to such other governmental entities which are organized for similar purposes as set forth in Article II.

ARTICLE IX

As provided in the Code, the school and its incorporators, members of its Academy Board, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, as amended, being Section 691.1407 of the Michigan Compiled Laws.

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ARTICLE X

The school, by a majority vote of its Academy Board, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revisions to these Articles of Incorporation. The proposal will be made to the BMCC Board through its designee. The BMCC Board or designee will review and approve changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the BMCC or its Designee, the BMCC Board shall consider and vote upon a change proposed by the school following an opportunity for a written and oral presentation to the BMCC Board by the school.

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

Amendments to these Articles of Incorporation take effect only after they have been approved by the Academy Board and by the BMCC Board or its designee and filed with the Michigan Department of Consumer and Industry Services, Corporation, Securities and Land Development Bureau.

ARTICLE XI

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

ARTICLE XII

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

Section 1. <u>Number</u>. The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Academy Board. The Academy Board 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 school.

Section 2. <u>President</u>. The President of the school shall be a member of the Academy Board. At all meetings of the Academy Board, the President shall preside. 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 Academy Board

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members, shall preside. The President shall be an ex officio member of all standing committees and may be designated Chairperson of certain committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the school as may be prescribed by the Academy Board from time to time.

Section 3. <u>Vice-President</u>. The Vice-President of the school shall be a member of the Academy Board of the school. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 4. Secretary. The Secretary of the school shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, being Sections 15.261 to 15.275 of the Michigan Compiled Laws, are duly given in accordance with the provisions of these Articles or as required by law; (c) be custodian of the corporate records and of the seal of the school and see that the seal of the school is affixed to all authorized documents; (d) keep a register of the post office address of each member of the Academy Board; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

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

Section 6. <u>Assistants and Acting Officers</u>. The Assistants to the Secretary and Treasurer, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the President or the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

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ARTICLE XIII

These Articles of Incorporation are hereby signed by the incorporator on this 13th day of February, 2004.

These Articles of Incorporation shall become effective upon filing.

Erika Butler-Akinyemi, Esq., Incorporator

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CONTRACT SCHEDULE 2 <u>BYLAWS</u>

Universal Learning Academy

28015 Joy Road Westland, MI 48185 Meeting: 03/17/20 06:30 PM Regular Meeting Category: Adoption of Restated Bylaws DOC ID: 5157

RESOLUTION

✓ Vote Record - Resolution 5157					
Adopted Adopted as Amended Defeated Tabled Withdrawn		Yes/Aye	No/Nay	Abstain	Absent
	Hassan Alaouie				
	Ronald Koussan				Ø
	Ali Yassine				
	Rim Tamim				
	Aliya Mahmoud Bahsoun				

The following preamble and resolution was offered by Member Ali Va SSME and supported by Member Ali Va Mahmoud Bahsown

APPROVAL OF RESTATED ARTICLES OF INCORPORATION AND RESTATED BYLAWS

WHEREAS, the Board of Directors of Universal Learning Academy (the "Board") is a body corporate and governmental agency, with general supervision of Universal Learning Academy, a public school academy operating under the laws of the State of Michigan (the "Academy") and the control and direction of all expenditures from the Academy's funds; and

WHEREAS, the Academy is undergoing reauthorization of its Contract to Charter a Public School Academy and Related Documents with its authorizer, the Board of Regents of Bay Mills Community College; and

WHEREAS, among the items which must be addressed through the reauthorization process is conforming the Academy's Amended and Restated Articles of Incorporation, on file with the State of Michigan and its Restated Bylaws with the most current required set of Articles of Incorporation and Bylaws, as published by the College Board's counsel, the Dykema law firm.

THEREFORE, IT IS RESOLVED BY THE UNIVERSAL LEARNING ACADEMY, WAYNE COUNTY, MICHIGAN THAT:

- 1. The Academy Board hereby adopts the attached Amended and Restated Articles of Incorporation and Restated Bylaws, which are in the specific form mandated by the Dykema law firm on the College's behalf.
- 2. Upon approval by and direction of the College, the Amended and Restated Articles of Incorporation shall be executed by the Academy Board President and filed with the State of Michigan..
- 3. Upon approval by and direction of the College, the Restated Bylaws shall be executed by the Academy Board Secretary and placed in the Minute Book of the Academy or otherwise preserved in the Academy's record of its corporate documents.

4. <u>Conflicts</u>. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution be and the same hereby are rescinded.

Resolution (ID # 5157)

RESOLUTION DECLARED ADOPTED.

Secretary, Board of Directors

SECRETARY'S CERTIFICATION:

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Directors of Universal Learning Academy, at its Regular Meeting held on March 17, 2020, at which a quorum was present and that the meeting was conducted and public notice was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Secretary, Board of Directors

RESTATED BYLAWS

OF

UNIVERSAL LEARNING ACADEMY

ARTICLE I

NAME

This organization shall be called UNIVERSAL LEARNING ACADEMY (the "Academy" or "Corporation").

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

Section 1. <u>Principal Office</u>. The principal office of the Corporation shall be located in the City of Dearborn Heights, County of Wayne, State of Michigan.

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

ARTICLE IV

BOARD OF DIRECTORS

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

Section 2. <u>College Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members</u>. The method of selection and appointment,

078905.000001 4821-3884-1492.1 ClarkHill\96250\338396\223475769.v1-3/3/20 length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Bay Mills Community College Board of Regents (the "College Board").

ARTICLE V

MEETINGS

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

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

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

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

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

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

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

Section 6. <u>Notice to Directors</u>. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal

address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

- Section 1. The officers of the Corporation shall be a President, Number. Vice-President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Academy Board.
- Election and Term of Office. The Academy Board shall elect its initial Section 2. officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.
- Removal. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interests of the Corporation would be served thereby.
- Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.
- President. The President of the Corporation shall be a member of the Section 5. Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the ClarkHill\96250\338396\223475769.v1-3/3/20 3

Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

- Section 6. <u>Vice-President</u>. The Vice-President of the Corporation shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.
- Section 7. Secretary. The Secretary of the Corporation shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.
- Section 8. Treasurer. The Treasurer of the Corporation shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation in such banks, trust companies or other depositories as shall be selected by the Academy Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the Corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.
- Section 9. <u>Assistants and Acting Officers</u>. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.
- Section 10. <u>Salaries</u>. Officers of the Academy Board, as Directors of the Corporation, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Corporation may be reimbursed for reasonable expenses incident to their duties.
- Section 11. <u>Filling More Than One Office</u>. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the College President or his designee. In the event that a proposed change is not accepted by the College President or his designee, the College Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the College Board by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the College Board or its designee.

ARTICLE XI

CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of Learning Academy, which is a governmental entity, organized as a non-profit, non-stock, directorship corporation, at an open and [REGULAR or SPECIAL] public meeting, by the affirmative vote of a majority vote of the Directors of the Academy on the 17th day of , 2020.

Its:Secretary

CONTRACT SCHEDULE 3 FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Universal Learning Academy (the "Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. <u>Definitions</u>. 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 College Board or an officer or employee of Bay Mills Community College as designated by the College Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the College 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. <u>Receipt of State School Aid Payments and Other Funds</u>. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College 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 3.03.

Section 2.02. <u>Transfer to Academy</u>. 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 Academy Board and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. <u>Limitation of Duties</u>. 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 School Aid Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of the Academy's 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. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE III

STATE DUTIES

- Section 3.01. <u>Eligibility for State School Aid Payments</u>. 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. <u>State School Aid Payment Overpayments and Penalties</u>. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.
- Section 3.03. <u>Method of Payment</u>. 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. <u>Compliance with State School Aid Act</u>. 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 Board to be consistent with the purposes for which the funds were appropriated.
- Section 4.03. <u>Mid-Year Transfers</u>. 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. <u>Repayment of Overpayment and Penalties</u>. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.

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

ARTICLE V

RECORDS AND REPORTS

Section 5.01. <u>Records</u>. The Fiscal Agent shall keep books of record and accounts 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 send to the Academy within thirty (30) days of September 1, 2020, and annually thereafter, a written report dated as of August 31st 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 College Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. <u>Representations</u>. 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. <u>Limitation of Liability</u>. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by Applicable Law or 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. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

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 Bay Mills Community College Board of Regents to the Universal Learning Academy.

BY:

Deborah M. Roberts, Director Bureau of State and Authority Finance

Michigan Department of Treasury

Date: Much 24, 2020

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CONTRACT SCHEDULE 4 OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Universal Learning Academy (the "Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the College 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. <u>Definitions</u>. 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 College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is responsible for administering the Oversight Responsibilities with respect to the Contract.

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

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Charter Schools Office, as it deems necessary to fulfill the College 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 College 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 between the Academy Board of Directors and a designee of the College Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, terminate, reconstitute or revoke 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 College Board or its designee.
- j. Evaluate whether the Academy appropriately administers all optional or statutorily mandated assessments pursuant to the Academy's student population, goals and programs.
- k. Take other actions, as authorizing body, as permitted or required by the Code.

- Section 2.02. <u>Compliance Certification Duties</u>. 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 adopted by the Charter Schools Office. The Master 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 counsel for the College 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 minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
 - g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
 - 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 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 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 October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.
- o. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.
- p. Submit copies to the Charter Schools Office of any periodic financial status reports required of the Academy by the Department of Treasury.
- q. Provide copies of notices, reports and plans, including deficit elimination or enhanced deficit elimination plans, to the Charter Schools Office under Section 1220 of the Code.

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

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

ARTICLE III

RECORDS AND REPORTS

Section 3.01. <u>Records</u>. 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 College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

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

Section 4.03. <u>Audit and Evaluation</u>. The Academy:

a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

b. shall upon request, provide the Charter Schools Office with copies or access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the Charter Schools Office is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the College is not interested in performing an administrative review or the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.04 shall prohibit the Academy from electing to enter into a contract for an administrative review with the College or an intermediate school district.

ARTICLE V

TRANSPARENCY PROVISION

Section 5.01. <u>Information to Be Made Publicly Available by the Academy and ESP.</u>

- A. <u>Information to Be Made Publicly Available by the Academy</u>. 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 background 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. <u>Information to Be Made Publicly Available by the ESP</u>. 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
disclos	the information listed under Section 5.01(A) above.	

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CONTRACT SCHEDULE 5 <u>DESCRIPTION OF STAFF RESPONSIBILITIES</u>

SCHEDULE 5

Description of Staff Responsibilities

Academy Parent, Family and Community Engagement Liaison and Executive Director of American Educational Foundation	5-1
Accounting Administrator	5-3
Accounting Assistant	5-5
Accounting Manager	5-7
Administrative Assistant and Coordinator of Substitute Services	5-9
Administrative Assistant	5-12
Administrative Assistant – Building & Facilities	5-14
Administrative Assistant to the Superintendent	5-16
Assistant Principal & District Coordinator of Curriculum & Instructional Coach	5-18
Assistant Principal and Instructional Coach	5-22
Building and Facilities Operations Manager	5-25
Building Manager	5-28
Bus Driver and Custodian	5-31
Chief Financial Officer	5-33
Cook and Lunch Aide	5-35
Coordinator of Curriculum and Athletic Program	5-37
Coordinator of Curriculum Improvement and Instructional Coach	5-40
Coordinator of Food Services Program	5-42
Coordinator of Special Programs	5-44
Coordinator of Tutorial, ESL and Title III Programs	5-46
Counselor	5-48
Custodian	5-50
Dean of Student Affairs and Family Engagement Liaison	5-52

Director of Buildings, Facilities and Transportation	5-54
Director of Data Analysis	5-56
Director of Food Services Program	5-59
Director of Instructional Improvement	5-61
Director of Staff Mentoring and Coaching	5-63
Director of Talent Acquisition	5-65
District Coordinator of the Arabic Language Program	5-67
Early Childhood Associate Teacher	5-69
Early Childhood Specialist	5-71
Family and Community Engagement Liaison and Instructional Coach	5-73
Family Engagement and Community Liaison	5-75
Human Resources Assistant (HR Benefits and Payroll)	5-77
Human Resources Compliance Administrator	5-80
Human Resources Data Generalist	5-83
Human Resources Generalist (Payroll & Benefits)	5-85
Human Resources Manager	5-87
Interventionist Teacher	5-90
Library Aide	5-92
Lunch Aide	5-94
Nurse Aide (UA & ULA)	5-96
Office Manager and Pupil Accountant	5-98
Pre-K Support Aide	5-101
Principal & Assistant Superintendent	5-103
Principal	5-106
School Social Worker	5-108
Student Monitor	5-110

Substitute/Paraprofessional	5-112
System Administrator and Technical Support Specialist	5-114
Talent Acquisition Manager	5-116
Talent Acquisition Specialist	5-118
Teacher and Director of Early Childhood Program	5-120
Teacher and Instructional Coach	5-122
Teacher	5-125
Technical Support Coordinator	5-127
Technical Support Specialist	5-130
ESP / Service Agreement	5-132



Hamadeh Educational Services, Inc. Job Description

Job Title: Academy Parent, Family and Community Engagement Liaison and Executive Director of American Educational Foundation	Department: School Support Services
Supervisor: HES President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION

Assists the Assistant Superintendent, HES Vice President, HES President or designee in managing the family and community engagement activities to benefit at-risk students and their families by serving as the liaison between the schools, HES and the AEF to assist in efforts to raise funds and acquire other benefits designed to assist the schools in achieving their collective mission of creating an academic environment that promotes excellence and prepares students to be life-long learners and the leaders of tomorrow.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVMENTS

- Plans and conducts the evaluation of family and community engagement in the Academies through the documentation of activities held, attendance sheets, etc. and recommends improvements to enhance engagement.
- Engages in parental, student and community outreach activities to encourage increased participation and seek enhanced community partnerships and increase funding for additional programs
- Collaborates with the Academies' leaders to organize, advertise and facilitate engagement meetings and fundraising events as may be needed.
- Effectively assists in the formulation and implementation of policies and procedures related to parent and community engagement activities
- Coordinates the parent/family/community involvement activities and helps evaluate effectiveness through surveys, documentation of activities held, attendance sheets, post event evaluations, etc.
- Effectively develops and recommends ongoing list of community resources that are needed and useful to students and parents to assist achieving their goals towards high school graduation, college completion, and career planning and career exploration activities.
- Collaborates with the Academies' leaders, Counselors and Family Engagement Liaisons to plan and implement activities to enhance family and community engagement.
- Plans, coordinates and oversees the alignment of fundraising activities across the HES academies and to eliminate duplication of services that are
 offered by the Academies. Develops and implements department improvement plan by researching new opportunities, sharing ideas and input to
 enhance services and programs in alignment with district SIP, HES and AEF mission and vision.
- Is responsible for coordinating community outreach activities and events that align with the mission and vision of HES and AEF including the
 solicitation of resources for the benefit of the academy through various community groups, grants and partnerships. Is responsible for increasing
 awareness of the academy booster activities and spearheading academy related foundational events

SUPERVISION AND IMPLEMENTATION

- Effectively evaluates current community engagement resources, guidelines, and programs to reach optimal quality, efficiency and fund utilization.
- Seeks and monitors outside/community resources and programs and evaluates their effectiveness.
- Coordinates sponsorship drive efforts, assisting with fundraising applications, documentation, and tracks commitment progress.
- Effectively interprets and implements the rules, State and Federal regulations, and policies of the Board of Education, as they relate to assigned areas of responsibility.
- Attends the Academies' Parent Teacher Committees (PTCs) meetings at least quarterly per school.
- Collaborates with the identification and coordination of family volunteers, parent, leaders and organizations to maintain partnerships to support the
 academies and AEF programs and activities.
- Tracks and records stakeholders' suggestions for new program and activities for possible future implementation.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- · Coordinates and conducts staff meetings related to community engagement programs.
- Attends staff meetings and seminars or conferences in areas related to job responsibilities as needed.
- Provides families and staff with necessary professional development opportunities to enhance family and community engagement and family skills to
 positively impact student family connection and student achievement and career path development.
- Attends meetings and training as may be necessary and as may be directed by the supervisor to enhance the needed skills for the position.
- · Ensures timely and complete participation in and documentation of PLOs where applicable.

RESULTS AND DATA MANAGEMENT

- Tracks family & community attendance at the school activities, conferences, and foundation activities and recommends improvements to school leaders.
- · Researches grant availability, fundraising opportunities and events, and evaluates potential impact, benefits and resource allocation
- Coordinates and assists with all event contract negotiation, budgetary records maintenance, donor commitment tracking and other associated donor and funding documentation
- · Observes records and recommends programs/activities to families for improving student achievement and career exploration opportunities
- · Uses data to guide decision-making, analyzes data and issues reports monthly to evaluate progress and recommends programs for improvements.

REPORTING AND COMPLIANCE

- Updates and submits to Supervisor a report of family engagement and community liaison activities consistent with the job description and requirements
 and expectations of the position.
- Is available when needed to ensure completion of tasks and the full safety of the Academy, students, staff, and parents.
- Prepares and submits all documentation required for department authorization and evaluation.
- · Complies with all districts, Academies, and department-wide policies and follows established rules and guidelines in daily operations.
- Maintains and submits accurate and up-to date reports, checklists, and databases as required for efficient performance of assignments.

PROFESSIONAL QUALITIES

- Maintains documentation of all meeting minutes, community outreach data, contact information and related community resources.
- Attends and assists in coordinating and directing family engagement activities as may be directed by the HES President, such as Parent-Teacher Conferences, open houses, orientations, PTC meetings, athletic meetings, fundraising activities and other events where families and community members are engaged.
- · Maintains the privacy of students and their families by keeping all cases confidential and sharing with concerned parties only.
- Maintains open communication between community resources, donors and administrators, and promptly inform the school administration of any
 issues
- Provides the HES President and with support as needed in matters involving community engagement supporter and donors and their concerns.
- Performs all duties with quality, efficiency, with the highest ethics, and dedication to the Academies, AEF and their Management.
- Performs other duties as may be assigned by the HES President or assigned designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING

- Bachelor's Degree in Administration or Communication or any related field or a combination of education and experience;
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer.



Hamadeh Educational Services, Inc. Job Description

Job Title: Accounting Administrator	Department: Accounting
Supervisor: Chief Financial Officer	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under oversight of the Chief Financial Officer, performs varied accounting activities related to receivables and payables, the maintenance of records, and the issuance of reports. In coordination with others in the department, the Accounting Administrator evaluates, computes, classifies, records, and reconciles transactions into the Academies' financial accounting systems.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENT

- · Assists in preparation, evaluation and monitoring of budget; supports project and task management.
- Assists in the compilation and evaluation of accounting information and periodic financial reports.
- Assists in implementation of directives resulting from review of financial reports and other activities.
- Prepares journal entries and reconcile general ledger.
- Assists with internal audits and maintenance of various balance sheet accounts.
- Assist the Chief Financial Officer in the month end closing entries and account analysis.
- Diligently reviews invoices and matches with purchase orders, packing lists, and shipping documents against vendor's invoices to ensure
 proper valid invoicing and proper receipt of materials or services prior to issuing payment.
- Prepares and tracks Account Payable and Account Receivable payment vouchers invoices to ensure the timely payment of outstanding invoices to prevent late fees or delayed services.
- Timely coordinates, compiles, and deposits accounts receivables as may be necessary to ensure compliance with the district policies and State requirements.
- Assists in developing effective methods of managing, compiling, organizing and tracking department documentation and performs related tasks as assigned by Supervisor.

SUPERVISION AND IMPLEMENTATION

- Compiles and generates reports, spreadsheets, databases, and presentations as assigned by Supervisor.
- Maintains up-to-date records of projects, assignments and upcoming events/tasks.
- Follows up and ensure timely submission of assignments and reports.
- Internalizes and reflects upon Supervisor directives and stakeholder feedback to improve individual performance.
- Participates in department improvement planning by sharing ideas and input to enhance operational procedures and internal controls and implements adopted procedures and controls in performing duties.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends and/or plans the coordination and facilitation of staff meetings, training sessions, and school activities as may be needed.
- Plans goals for self-improvement consistent with the job requirements and/or Academy or HES needs.
- Utilizes training knowledge to implement new and effective strategies.
- Reflects upon supervisor directives and stakeholder feedback to improve performance.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or the Academies' needs.
- Follows department guidelines and ensures effective implementation of all HES and Academy policies.

RESULTS AND DATA MANAGEMENT

- Accurately completes invoices and deposits coding and account assignments consistent with processes contained in the Academies' Accounting Manual.
- Selects correct account posts, verifies and balances debt and credit entries.
- Timely and efficient completion of tasks, payment of invoices, and making deposits.
- Timely follows through on outstanding transactions.
- · Exercises time management, monitors deadlines, and ensures timely completion of assignments.

REPORTING AND COMPLIANCE

- Maintains accurate and updated records and files.
- Organizes and preserves paper and computer files for ready reference and efficient operation.
- Prepares spreadsheets for various expenses, deposits and transactions, including credit card and money handling transactions.
- Accurately prepares journal entries, including all bank deposits/wire transfers, accruals, vouchers, adjustments etc.
- Utilizes detail-oriented approach to record expenditures, income, fund balances, reserves, and appropriations.

PROFESSIONAL QUALITIES

- Performs clerical duties, not limited to drafting letters, bookkeeping, copying, mailing, faxing, sending correspondence via email, and filing accounting documents.
- Collaborates with supervisor, staff, and stakeholder in a positive environment in the best interest of the staff and organization.
- Upholds the confidentiality of all and any information pertaining to the Academies, Board, Management, staff, vendors, contractors, and students.
- Represents the best possible impression of our organization when interacting with the community, prospective employees, current employees, and other industry professionals.
- Attends to assignments punctually and considers the impact of his/her attendance on organization efficiency.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the Supervisor and Chief Financial Officer.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities requiring supervisor review must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include authority to hire and/or fire staff. All purchases must be pre-approved by the HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary/Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills.

EDUCATION AND EXPERIENCE:

- Bachelor's degree in Accounting, Business Administration or similar field.
- Minimum two years of experience or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer.



Hamadeh Educational Services, Inc. Job Description

Job Title: Accounting Assistant	Department: Accounting
Supervisor: Chief Financial Officer	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Chief Financial Officer performs a variety of quality accounting activities related to the payment and receipt of money, the maintenance of records, and the issuance of reports. The Accounting Assistant computes, classifies, records, and reconciles transactions into the Academies' financial accounting systems.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENT

- Assists in preparation and monitoring of budget; supports project and task management.
- Assists in the compilation of accounting information and periodic financial reports.
- Prepares journal entries and reconcile general ledger.
- Assists with internal audits and maintenance of various balance sheet accounts.
- Assist the Chief Financial Officer in the month end closing entries and account analysis.
- Diligently reviews invoices and matches with purchase orders, packing lists, and shipping documents against vendor's invoices to ensure proper valid invoicing and proper receipt of materials or services prior to issuing payment.
- Prepares and tracks Account Payable and Account Receivable payment vouchers invoices to ensure the timely payment of outstanding invoices to prevent late fees or delayed services.
- Timely coordinates, compiles, and deposits accounts receivables as may be necessary to ensure compliance with the district policies and State requirements.
- Assists in developing effective methods of managing, compiling, organizing and tracking department documentation and performs related tasks as assigned by Supervisor.

SUPERVISION AND IMPLEMENTATION

- Compiles and generates reports, spreadsheets, databases, and presentations as assigned by Supervisor.
- Maintains up-to-date records of projects, assignments and upcoming events/tasks.
- Follows up and ensure timely submission of assignments and reports.
- Internalizes and reflects upon Supervisor directives and stakeholder feedback to improve individual performance.
- Participates in department improvement planning by sharing ideas and input to enhance operational procedures and internal controls.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends and/or plans the coordination and facilitation of staff meetings, training sessions, and school activities as may be needed.
- Plans goals for self-improvement consistent with the job requirements and/or Academy or HES needs.
- Utilizes training knowledge to implement new and effective strategies.
- Reflects upon supervisor directives and stakeholder feedback to improve performance.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or the Academies' needs.
- Follows department guidelines and ensures effective implementation of all HES and Academy policies.

RESULTS AND DATA MANAGEMENT

- Accurately completes invoices and deposits coding and account assignments consistent with the Academies' Accounting Manual.
- Selects correct account posts, verifies and balances debt and credit entries.
- Timely and efficient completion of tasks, payment of invoices, and making deposits.
- Timely follows through on outstanding transactions.
- Exercises time management, monitors deadlines, and ensures timely completion of assignments.

REPORTING AND COMPLIANCE

- Maintains accurate and updated records and files.
- Organizes and preserves paper and computer files for ready reference and efficient operation of the
- Prepares spreadsheets for various expenses, deposits and transactions, including credit card and money handling transactions.
- Accurately prepares journal entries, including all bank deposits/wire transfers, accruals, vouchers, adjustments etc.
- Utilizes detail-oriented approach to record expenditures, income, fund balances, reserves, and appropriations.

PROFESSIONAL QUALITIES

- Performs clerical duties, not limited to drafting letters, bookkeeping, copying, mailing, faxing, sending correspondence via email, and filing accounting documents.
- Collaborates with supervisor, staff, and stakeholder in a positive environment in the best interest of the staff and organization.
- Upholds the confidentiality of all and any information pertaining to the Academies, Board, Management, staff, vendors, contractors, and students.
- Represents the best possible impression of our organization when interacting with the community, prospective employees, current employees, and other industry professionals.
- Attends to assignments punctually and considers the impact of his/her attendance on organization efficiency.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the Supervisor and Chief Financial Officer.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary/Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills.

EDUCATION AND EXPERIENCE:

- Bachelor's degree in Accounting, Business Administration or similar field.
- Minimum two years' experience or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Accounting Manager	Department: Accounting
Supervisor: Chief Financial Officer	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Chief Financial Officer schedules, plans, organizes, assigns, and reviews HES Academies' accounting activities; performs related work as required; establishes and revises accounting procedures; conducts accounting analysis and prepares financial statements; and assists Chief Financial Officer in the Academies' budget preparation, planning, analysis, and monitoring as needed.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPOVEMENTS

- Plans and organizes the accounting services department work load, including but not limited to budget control records, proper receipt and disbursement of funds, cafeteria accounting, pupil attendance, special projects, internal auditing, and other fiscal activities.
- Assists in the compilation of accounting information and periodic financial reports.
- Prepares journal entries and reconcile general ledger.
- Assists with internal audits and maintenance of various balance sheet accounts.
- Assist the Chief Financial Officer in the month end closing entries and account analysis.
- Assists in preparing financial reports and documents needed by the Academies' CPA firm.
- Plans, organizes, and coordinates a variety of technical business, accounting, and financial functions.
- Assists in preparing and reviewing the Annual Budgets and Budget Amendments as required by the Supervisor and the Board of Directors.
- · Plans and implements automated systems for maintaining inventory and purchase orders using MIP modules.

SUPERVISION AND IMPLEMENTATION

- Recommends and assists in the formulation and implementation of policies and procedures related to fiscal activities including the completion of analytical studies required to assess performance.
- Assists in the processing of budget control records, and the proper receipt and disbursement of funds, cafeteria accounting, pupil attendance, special
 projects, internal auditing and other fiscal activities. Recommends updates to the department and procedures to ensure cost effective and timely
 accomplishment of goals and objectives.
- Identifies and recommends methods to improve operational procedures and internal control.
- Tracks invoices to ensure the timely payment of outstanding invoices to prevent late fees or delayed services.
- Works collaboratively with others engaged in various school business activities.
- Develops effective methods of managing, compiling, organizing and tracking department documentation. Performs related tasks as assigned by Supervisor.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Participates in financial meetings and activities as required.
- Collaborates in evaluating and recommending staff development needs.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or the Academy's needs.
- Fosters professional growth and provides professional assistance to staff as required.
- Attends staff meetings and training sessions as may be needed and implements new strategies accordingly.
- Ensures timely and complete participation in and documentation of training sessions including PLOs as needed.

RESULTS AND DATA MANAGEMENT

- Maintains records of expenditures and income, fund balances, reserves and appropriations.
- Assists in compiling data needed to prepare regular reports concerning district financial conditions.
- Prepares journal vouchers and entries and makes adjustments and closing entries.
- Prepares, plans, and supervises activities related to year-end closing and processes bank deposits and reconcile bank accounts and balance sheets with schools' accounting system.
- Enters accounts payable check requests and cash disbursements and tracks invoices to ensure prompt payments are made to prevent late fees or delayed services.
- Prepares general journal adjustments and accruals all in MIP, reviews trial balance in order to prepare monthly Financial Statements.

REPORTING AND COMPLIANCE

- · Maintains uniformity in the use of the accounting systems/application by strictly using the MIP/SAGE application
- · Organizes all electronic records, databases, and supporting documentation all by year and category so that information is easily accessed.
- Maintains the integrity of the accounting systems/records. Assures that financial income and expenditure transactions and records are in compliance with Federal, State, and County rules, and regulations and requirements and that HES and Districts policies and procedures are met;
- · Assists the Chief Financial Officer in the preparation and monitoring of the Academies' budgets.
- Assists in preparing a variety of district financial statements, conducts special audits or analytical studies to insure compliance
- Reviews and updates financial reports, receipts, disbursement records, and computer print-outs to insure accuracy
- · Assists in compiling records and data required to develop monthly, quarterly, and annual budgets and amended budgets
- Prepares annual reports as required by the Department of Education (school meals year-end reports, transportation expenditures reports, and special education actual cost reports).
- · Prepares year-end financials and schedules needed by the CPA firm for audit and financial reviews.
- Submits yearly audited financial information online via FID (Financial Information Database).

PROFESSIONAL QUALITIES

- · Follows an organizational system for documenting and communicating all Accounting issues and concerns with Supervisor.
- Represents the best possible impression of our organization when interacting with the community, current employees, and other industry professionals.
- Channels concerns to administration for solutions in the best interest of the organization.
- Communicates with vendors and employees to arrange payment or resolve discrepancies as necessary; assists assigned personnel with resolving accounting issues.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the Supervisor, Chief Financial Officer.

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment. Student teachers and/or other volunteers are required to submit a criminal background check prior to the first day of service.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary/Information").

SKILLS/EXPERIENCE:

- Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills.
- Experience with accounting, fiscal control, budgeting procedures and methods, internal auditing, purchasing, contract administration, management information systems, and records retention. Familiarity with laws applicable to financial procedures, funding in public schools, State and Federal funds, and the Michigan Department of Education Code provisions of school accounting; legal contracts and other binding agreements; experience with MIP is a plus.

EDUCATION / TRAINING

- Any combination equivalent to a Bachelor's Degree in Business Administration, Finance, Accounting or related field, preferably with a specialization in Public or School Administration.
- Must comply with all applicable laws related to business or CPA licensing is required.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved By: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Administrative Assistant and Coordinator of Substitute Services	Department: Non- Instructional Support Staff
Supervisor: Principal and Assistant Superintendent	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the oversight of the Principal/Assistant Superintendent, to top level administrative support as an Administrative Assistant and Coordinator of Substitute Services; perform a broad range of secretarial and administrative functions; perform complex tasks and assume responsibilities using initiative, problem-solving skills and independent judgment in the interpretation and application of established district and department policies and procedures within HES. Coordinates and manages all external substitute services for all the Academies.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Supports Assistant Superintendent and Principal for the purpose of providing assistance with their administrative functions.
- Coordinates, manages and tracks all internal and external substitute services for all the academies
- Ensures all substitutes qualifications, permit requirements and finger printing are in place ahead of substitute placement including all substitutes meet MDE and HES qualification requirements.
- Participates in department improvement plan by sharing ideas and input to enhance services and program.
- Develops effective methods of managing, compiling, organizing and tracking department documentation of student records in an organized and accessible manner. Performs tasks as assigned by Supervisor.
- Sets clear objectives for department, participates in improvement plans by sharing ideas and input to enhance services and programs, including sharing processes to improve or streamline administrative services
- Participates in department improvement plan by sharing ideas and input to enhance services and program.
- Coordinates and manage-s calendar activities: conferences, school visits, seminars, workshops, speaking engagements, etc. May also be required
 as requested to coordinate substitute teacher or staff services and assignments.
- Facilitates scheduling, enrollment activities and communications.
- Assists in ordering and maintaining supply inventory and stock, provides follow up on purchase orders, packing slips, and receipt of purchases.

SUPERVISION AND IMPLEMENTATION

- Monitors and coordinates school-wide purchase orders on Microix.
- Maintains documents, files, and records for the purpose of providing up to date reference and audit trail for compliance.
- Performs variety of administrative projects and duties as assigned by the Assistant Superintendent and Principal and the Superintendent.
- Sets up or coordinates the assignment of external substitutes in the classroom and instructs on general and school-wide policies and procedures.
- Assists in student admissions process, Main Office activities, and record keeping and pupil accountant documents such as count day reporting.
- Attends and records minutes at meetings. Prepares agendas, notices, and reports for meetings.
- Assists in the creation of reports, records and other paperwork as assigned by the Assistant Superintendent.
- Effectively communicates with stakeholders; addresses their needs to ensure satisfactory customer service.
- Follows up with staff to collect assignments and reports and ensure compliance with the HES policies.
- Functions as liaison, as necessary, between Principal's office and staff.
- May at times be asked to provide training or coaching to other staff.,

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends all school events, meetings, seminars, workshops, and activities such as but not limited to Parent-Teacher Conferences, open houses, orientations, PTC, and assemblies as directed by the Supervisor, Office Manager, Principal, and/or the HES President.
- Records meeting minutes, maintains professional development binder, professional learning sessions documentation, and sign-in forms.
- Ensures timely and complete participation in and documentation of meeting and PLOs where applicable.
- Provides staff with training sessions as assigned by Supervisor or Principal.
- Guides staff, students and parents to ensure the smooth operation of the school.
- Plans personal development goals to be consistent with and supportive of job requirements and the Academy needs.

RESULTS AND DATA MANAGEMENT

- Prepares and edits correspondence, communications and other documents for review and approval of Principal
- Manages flow of communication to and from Principal
- Managers Principal's schedules, appointments, and if necessary travel arrangements.
- Creates spreadsheets, databases, presentations, and reports as assigned by Assistant Superintendent and Principal.
- Uses data to guide decision-making and formulation of recommendations and improvements for the Department.
- Organizes and preserves paper and computer files for efficient reference and operation.
- Scans, files, and processes mail and documents as requested by Assistant Superintendent Principal or administrators delegated by Assistant Superintendent and Principal..
- Records student data onto the computer generates statistical reports on: enrollment, transportation, purchases, directories (students and parents, staff, and vendors), and attendance.

• Provides a wide variety of complex and confidential administrative and secretarial support to the Assistant Superintendent.

REPORTING AND COMPLIANCE

- Maintains and insures the receipt of all substitute staffing personnel files and documentation
- Secures Substitute Permits for contracted substitutes
- Reports all complaints, actions, and issues related to school to Assistant Superintendent Principal or administrators delegated by Assistant Superintendent and Principal.
- · Records staff attendance, and substitute timesheets and documentation
- Contemplates and reflects upon Assistant Superintendent and Principal's directives and stakeholder feedback to improve individual performance; promotes positive working environment, operates professionally and courteously as exhibited by stakeholders' satisfaction.
- Assists in processing of all student enrollment and admissions documentation as may be required by local and State authorities, School Board and personnel, and the HES administration.
- Complies with all district, school, and departmental policies; upholds FERPA protections of confidentiality and proper daily operations.
- Uses expertly a variety of computer applications, including word processing, database, spreadsheets, and presentation software.

PROFESSIONAL QUALITIES

- Provides excellent customer service and imparts positive communication with all stakeholders.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively
- Holds as confidential, all aspects of the job designated confidential by the Assistant Superintendent and Principal.
- Maintains professional appearance and behaves in manner appropriate to a public setting and the HES philosophy.
- Practices time management, performs all duties reliably, efficiently, with the highest ethics, and strong sense of dedication to the Academy and its Management.
- Follows organizational system for documenting and communicating student progress and/or concerns to stakeholders.
- Channels concerns to administration for solutions; performs other duties as assigned.
- Demonstrates flexibility in ensuring that assignments are completed in a timely manner
- · Understands the school mission and adopts and works within the vision and pillars established by HES
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as may be assigned by the supervisor, Superintendent, and HES President or her/his designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities requiring supervisor's review must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include authority to hire and/or fire staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING:

- High school diploma or General Education Degree (GED).
- Minimum two years' experience or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title :	Signature:
Employee Name and Title:	Signature:



Job Title: Administrative Assistant	Department: Non-Instructional Support Staff
Supervisor: Office Manager and Pupil Accountant and Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Office Manager and Principal, performs a variety of clerical, administrative, and office tasks including compiling and maintaining records, and reporting.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists in developing effective methods of managing, compiling, organizing and tracking department documentation as assigned by supervisors.
- Reviews, routes and responds to incoming mail as directed by Supervisor and Administration.
- Scans, files and processes documents as requested.
- Inputs student data and records and generates statistical reports
- Sets clear objectives for department, participates in improvement plans by sharing ideas and input to enhance services and programs.
- · Assists in coordinating and managing calendar activities: conferences, school visits, seminars, workshops, speaking engagements, etc.
- Facilitates scheduling, enrollment activities, immunization updates, and communications.
- Assists in ordering and maintaining supply inventory and stock, provides follow up on purchase orders, packing slips, and receipt of purchases.

SUPERVISION AND IMPLEMENTATION

- Assists in monitoring student attendance by maintaining accurate timely records, generating hourly and daily attendance reports, and contacting parents and teachers when appropriate.
- Maintains up-to-date records of student packets, visitors, time cards, etc.
- Performs variety of clerical duties as assigned by Supervisor, Principal, and Superintendent.
- Assists in student admissions process, main office activities, and record keeping.
- Effectively communicates with stakeholders; addresses their needs to ensure satisfactory customer service including escalating situations that need action as necessary to the HES President and Superintendent.
- Follows up with staff to collect assignments and reports and ensure compliance with local and State requirements, Academy Board and HES
 administration.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends all school events, meetings, seminars, workshops, and activities such as but not limited to parent-teacher conferences, open houses, orientations, PTC, and assemblies as directed by the Office Manager, Principal, and/or the HES President.
- Records meeting minutes, maintains professional development binder, professional learning sessions documentation, and sign-in forms.
- · Ensures timely and complete participation in and documentation of meeting and PLOs where applicable.
- · Provides staff with training sessions as assigned by Supervisor or Principal.
- Guides staff, students and parents to ensure the smooth operation of the school.
- · Attends school events as may be required such as parent-teacher conferences, open houses, and orientations, etc.
- · Plans personal development goals to be consistent with and supportive of job requirements and the HES student well-being

RESULTS AND DATA MANAGEMENT

- · Creates spreadsheets, databases, agenda's, notices, presentations, and reports as assigned and approved by Supervisors.
- Uses data to guide decision-making and formulation of recommendations and improvements for the Department.
- Organizes and preserves paper and computer files for efficient reference and operation.
- · Scans, files, and processes mail and documents as requested by supervisors.
- Records student data onto the computer generates statistical reports on: enrollment, transportation, purchases, directories (students and parents, staff, and vendors), and attendance.
- Manages copy machine maintenance and records, routinely examines inventory of office machines, furniture, and supplies.

REPORTING AND COMPLIANCE

- Reports all complaints, actions, and issues related to school to Supervisors.
- Contemplates and reflects upon Supervisors directives and stakeholder feedback to improve individual performance; promotes positive
 working environment, operates professionally and courteously as to insure stakeholders' satisfaction.
- Assists in processing of all student enrollment and admissions documentation as may be required by local and State authorities, School Board, and the HES administration.
- Complies with all district, school, and departmental policies to uphold FERPA protections of confidentiality and mandatory daily operations.
- Records, tracks, and generate reports on student/staff attendance, late arrival, early dismissal, visitors, substitute/staff time cards as assigned; maintains accurate and updated database, records, reports, and checklists.

PROFESSIONAL QUALITIES

- Provides excellent customer service and imparts positive communication with all stakeholders.
- Maintains professional appearance and behavior appropriate to a public setting and the HES philosophy.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively
- · Performs all duties with quality, efficiency and dedication to the Academy and its Management
- Follows organizational system for documenting and communicating student progress and/or concerns to stakeholders.
- Channels concerns to administration for solutions; performs other duties as assigned.
- Demonstrates flexibility in ensuring that assignments are completed in a timely manner
- Understands the school mission and adopts and works within the vision and pillars established by HES

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING:

- High school diploma or General Education Degree (GED).
- Minimum two years' experience or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title :	Signature:
Employee Name and Title:	Signature:



Job Title: Administrative Assistant-Building & Facilities	Department: Non-Instructional Support Staff
Supervisor: Director of Buildings, Facilities & Transportation and Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Director of Buildings, Facilities & Transportation and Principal, performs a variety of clerical, administrative, and office tasks including compiling and maintaining records, and reporting.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists in developing effective methods related to building and facilities of managing, compiling, organizing, and tracking department documentation as assigned by supervisors.
- Scans, files, and processes documents as requested.
- Inputs data, records, and generates statistical reports.
- Assists with the communication and documentation of reporting conditions of the facilities with contractors, vendors, supervisors, and HES
 President.
- Sets clear objectives for department, participates in improvement plans by sharing ideas and input to enhance services and programs.
- Assists in coordinating and managing calendar activities related to building and facilities.
- Facilitates scheduling, vendors, contractors, and visitors.
- Assists with the administration of schedules and procedures for the daily, ongoing preventative maintenance of facilities.
- Assists in ordering and maintaining supply inventory and stock, provides follow up on purchase orders, packing slips, and receipt of purchases.

SUPERVISION AND IMPLEMENTATION

- Assists in coordinating services related to department maintenance and safety.
- Maintains up-to-date records of vendors, contractors, visitors, etc.
- Performs variety of clerical duties as assigned by Supervisor, Principal, and Superintendent.
- Assists in department activities and record keeping.
- Assists in making purchases per purchasing policy and maintaining inventory of building maintenance and custodial supplies, equipment, and tools.
- Effectively communicates with stakeholders; addresses their needs to ensure satisfactory customer service including escalating situations that need action as necessary to the HES President and Superintendent.
- Follows up with staff to collect assignments and reports and ensure compliance with local and State requirements, Academy Board and HES administration.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends all appropriate training and development programs, meetings, and activities.
- Records minutes of department meetings and training sessions as may be required.
- Ensures timely and complete participation in and documentation of meetings.
- Attends staff meetings, training, and school events as required.
- Guides staff, contractors, and vendors to ensure the smooth operation of the school.
- Plans personal development goals to be consistent with and supportive of job requirements and the HES student well-being.

RESULTS AND DATA MANAGEMENT

- Creates spreadsheets, databases, agenda's, notices, presentations, and reports as assigned and approved by Supervisors.
- Uses data to guide decision-making and formulation of recommendations and improvements for the Department.
- Organizes and preserves paper and computer files for efficient reference and operation.
- Scans, files, and processes mail and documents as requested by supervisors.
- Records department data onto the computer generates statistical reports on: transportation, purchases, staff, parents, vendors, and contractors.
- · Manages copy machine maintenance and records, routinely examines inventory of office machines, furniture, and supplies.

REPORTING AND COMPLIANCE

- Reports all complaints, actions, and issues related to school to Supervisors.
- Contemplates and reflects upon Supervisors directives and stakeholder feedback to improve individual performance; promotes positive working
 environment, operates professionally and courteously as to insure stakeholders' satisfaction.
- Assists in processing of all student enrollment and admissions documentation as may be required by local and State authorities, School Board, and the HES administration.
- Complies with all district, school, and departmental policies to uphold FERPA protections of confidentiality and mandatory daily operations.
- Records, tracks, and generate reports on student/staff attendance, late arrival, early dismissal, visitors, substitute/staff time cards as assigned; maintains accurate and updated database, records, reports, and checklists.

PROFESSIONAL QUALITIES

- Provides excellent customer service and imparts positive communication with all stakeholders.
- Maintains professional appearance and behavior appropriate to a public setting and the HES philosophy.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively
- · Performs all duties with quality, efficiency and dedication to the Academy and its Management
- Follows organizational system for documenting and communicating student progress and/or concerns to stakeholders.
- Channels concerns to administration for solutions; performs other duties as assigned.
- Demonstrates flexibility in ensuring that assignments are completed in a timely manner
- Understands the school mission and adopts and works within the vision and pillars established by HES

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities requiring supervisor's review must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include authority to hire and/or fire of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING:

- High school diploma or General Education Degree (GED).
- Minimum two years' experience or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title :	Signature:
Employee Name and Title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer.

January 2020



Job Title: Administrative Assistant to the Superintendent	Department: Non-Instructional Support Staff
Supervisor: Superintendent/HES President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Provides high-level executive support to the Superintendent/HES president, including managing complex tasks and exercising discretion and independent judgment to complete various projects and initiatives.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Manages the day-to-day business activities of the Superintendent/HES President and demonstrates the ability to handle confidential information.
- Prioritizes and handles internal and external correspondence including screening incoming contacts in the most professional manner
- Acts as a lead in developing and implementing school-wide and department specific policies and procedures including process improvement and lean thinking consistent with HES and the Academies mission and vision, guidelines and requirements.
- Manages the initiation and accurate and timely completion of Board of Education meeting minutes including adhering to compliance with Local, State, Federal, Authorizers and District regulations and guidelines.
- Manages the development and processing of all marketing materials including collaborating with all departments to initiative cost savings and eliminating duplication of efforts.
- Manages and supervises the Academy uniform program including the monitoring and documentation of invoices and payments.

SUPERVISION AND IMPLEMENTATION

- Manages and oversees The Nawal Hamadeh Scholarship Program, its development, processing, and procedures to enhance the program's operation.
- Compiles and organizes reports and materials for both external and internal compliance and reporting purposes.
- Supervises the development of school publications, including but not limited to student-parent handbook, school newsletters, student transcripts and fundraising forms in alignment with HES and Academy specifications.
- Supervises the HES money handling process including developing and implementing internal controls to ensure fidelity.
- Responsible for the development and maintenance of the annual Academy calendar, ensuring compliance with the Authorizers, MDE, Academies and HES' requirements and guidelines.

PROFESSIONAL LEARNING OPPORTUNITIES

- Assists in coordinating and conducting staff meetings related to various projects and initiatives
- Provides stakeholders with necessary professional development opportunities as may be directed by the Superintendent to enhance the outcomes of various initiatives to positively impact the outcomes of projects.
- Sets and reaches own goals for self-improvement consistent with the job requirements and/or school needs.
- Attends meetings and training as may be necessary and as may be directed by the supervisor to enhance the needed skills for this position.
- Ensures timely and complete participation in and documentation of PLOs where applicable.

RESULTS AND DATA MANAGEMENT

- Manages department activities with fidelity in compliance with all rules, regulations, policies, mandates, and standards
- Consistently evaluates department progress including initiating discussion to identify areas of need, process improvement and ensuring efficient operation of business activities
- Responsible for handling complex and confidential matters that are of significance to HES and the academies.
- Performs complex administrative duties and tasks to support projects and initiatives including using discretion and independent judgment to make decisions.
- Responsible for planning reporting activities and ensuring 100% compliance with the Authorizers Epicenter reporting requirements and meeting deadlines.

REPORTING AND COMPLIANCE

- Responsible for the audit of and compliance with HES guidelines department purchases including initiating and obtaining appropriate authorizations and approvals.
- Coordinates staff, school and community events and performs other duties as may be assigned by supervisor.

- Serves as a point of contact with Academy Board of Directors, Authorizers and other educational or community institutions.
- Compiles various complex reports and data records to ensure accuracy, completeness, and timely submittal.
- Keeps the Supervisor informed of key developments including matters of significance to HES ensuring proper action is taken.

PROFESSIONAL OUALITIES

- Performs all duties with quality, efficiency, and dedication to the Academies and their Management.
- Demonstrates professionalism with the highest work ethics in handling confidential information and managing conflicts.
- Demonstrates flexibility and has a sense of urgency in prioritizing work and department activities.
- Maintains a professional and positive communication with all members of the Board of Directors, Academies staff, parents, students and community members.
- Performs other duties as may be assigned by the Superintendent/HES President or her designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

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SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING:

- Bachelor's Degree in Business Administration, Education, or any related field.
- Minimum two years' experience or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. Requires prolonged sitting or standing. Occasionally requires physical exertion to manually move, lift, carry, pull, or push heavy objects up to 25 pounds. Occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title :	Signature:
Employee Name and Title:	Signature:



Job Title: Assistant Principal & District Coordinator of Curriculum & Instructional Coach	Department: Instructional Administration
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Assists in the operation, evaluation and modification of the Academy's programs offered by the Academy and strives to provide a safe and secure learning environment for all students and staff under the direction of the Principal. Assists the Principal in providing for proper instruction and supervision of students and staff in accordance with the stated mission and goals of the Academy; supervises the curriculum alignment committee for the Department; in the development of standards-based curriculum and assessment opportunities, research-based instructional methods and the aligning of materials and resources to curriculum outcomes.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

Assistant Principal & District Coordinator of Curriculum

- Assists in the overall operation of all the Academy's activities and programs by ensuring safety, quality performance and implementation of all HES and the Academy's policies.
- Assists the Principal in leading and directing the overall planning, development, implementation, and evaluation of the Academy's instructional and staff development programs with particular focus on assessments and student achievement.
- Participates in the coordination, development, and implementation of the School Improvement Plan (SIP).
- Assists in overseeing the development, implementation and monitoring of the Achievement Campers Program (ACP) and summer plans and programs to ensure alignment with the SIP.
- Plans, evaluates, and recommends programs and student activities, special events, policies, goals and objectives ensuring their alignment with the SIP.
- Collaborates with district colleagues to construct benchmark lessons and to plan and manages the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Ensures that all textbooks are used effectively as a resource to meet curriculum goals
- Assists in the coordination and in development of an Annual Department Improvement Plan with clearly stated goals and objectives.
- Assists in purchasing and requisition of instructional materials.
- Works collaboratively with others on curriculum and instructional planning, department planning, and will utilize and implement feedback from supervisor.

Instructional Coach

- Serves as the coach and mentor in the core subject area(s) to facilitate differentiated instruction and collaboration among the teachers.
- Facilitates the proper construction of benchmark lessons; plans and manages the development of standards-based curriculum, instruction and assessment plans and strategies.
- Facilitates the effective use of all core subject(s) textbooks, resources and instructional materials to meet the curriculum goals and coordinates the creation/updating of themes/units within the core subject(s).
- Serves as the facilitator for the core subject(s) by identifying and assisting in the adoption of curriculum resources and maintaining inventory.
- Facilitates the development of an annual core subject(s) plan with clearly stated goals and objectives.
- Facilitates the purchase and requisition of instructional materials to support teachers and the SIP goals.
- Works collaboratively with other team members on curriculum and instructional planning, department planning, and will accept and act upon feedback from supervisor.
- Collaborates with administrators and teachers to ensure the proper implementation of the school's assessment program (Standardized and other types of assessments).

SUPERVISION AND IMPLEMENTATION

Assistant Principal& District Coordinator of Curriculum

- Assists in the supervision, development, and implementation of the instructional program.
- Assists in defining and communicating the goals and expectations of the overall school program.
- Supervises and guides students consistent with Academy's policies and guidelines.
- Assists in the selection of textbooks, curriculum materials and resources, supplies and equipment.

- Assists in the coordination and administration of all standardized testing, formative and summative assessments.
- Leads student/class supervision and instruction as needed.
- Demonstrate leadership with parents, staff, and central office for improved programs and school climate

Instructional Coach

- Serves as a resource to the school improvement committees and works with administrators to develop, implement and
 evaluate the school's continuous improvement plan.
- Observes, provides guidance, and support to assigned colleagues and participate in the formal evaluation process.
- Coordinates communication and planning among all learning communities and serve as the coordinator for the Academy's curriculum in the assigned subject area of specialty.
- Coaches and mentors the teachers based on classroom observations and on teaching practices/techniques on a continual basis.
- Demonstrates leadership qualities by setting a personal example at high standards in all regards.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

Assistant Principal

- Recommends and directs committees and task teams as needed.
- Efficiently trains, supervises, and evaluates personnel assigned to area of responsibility, including PLOs.
- Trains and supervises personnel assigned to area of responsibility.
- Plans, provides, or facilitates appropriate training and resources for students and staff as assigned by the Principal.
- Attends meetings, activities, and training and effectively implements new strategies.
- Attends staff meetings and school activities, and conferences as necessary, and completes proper documentation of all meetings.
- Conducts staff meetings, as necessary, for the proper functioning of the Academy.

District Coordinator of Curriculum

- Participates in and provides professional learning opportunities that will enhance student achievement through improved lesson planning, curriculum alignment, implementation, and student assessment.
- Assists in the coordination of all school-based professional learning opportunities linked to individual professional development plans, the School Improvement Plan, and individualized action plans.
- Assists with the training of Teachers, and curriculum coordinators.
- Provides staff with ongoing classroom observations, walkthroughs and evaluations and ensure a dependable environment for students' well-being.

RESULTS AND DATA MANAGEMENT

Assistant Principal& District Coordinator of Curriculum

- Assists the Building Principal in supervising the local and State assessments.
- Ensures that parents are kept up-to-date of students' progress and concerns, as well as school events and activities.
- Supervises daily Academy operations, ensuring punctual student attendance, efficient operation of classrooms and subjects.
- Uses multiple sources of data to monitor and assess student achievement and effectively shape decision-making, goal formation, and student achievement recognition.
- Supervises and evaluates staff performance focusing on student achievement and ensuring accountability.
- Creates and maintains student and staff data in spreadsheets, databases, presentations, and reports as assigned by Supervisor

Instructional Coach

- Guides, mentors and supports staff and ensures timely follow up and accountability through ongoing classroom observations, walkthroughs and staff evaluations.
- Collects data, and establishes improvement plans based on varied student assessment results.
- Encourages and supports a process of properly reviewing and analyzing classroom assessment results, as well as sharing them with students and parents.
- Assesses curriculum alignment through analysis of standardized assessments, district wide assessment data, Michigan standard exams, benchmarks, and Common Core State Standards (CCSS).

REPORTING AND COMPLIANCE

Assistant Principal

- Assists in the preparation of timely school reports to present to the Supervisor and the HES President.
- Submits such reports and records as required by law, Board policies, and administrative directives.
- Ensures that all HES, Academy Board and administration policies are effectively implemented.
- Keeps the Principal, Superintendent, and HES President informed of main issues and concerns.
- Is available when needed to ensure completion of tasks and the full safety of the Academy, students, staff, and parents.

District Coordinator of Curriculum

- Accurately completes and submits in a timely manner all required reports per specifications.
- Prepares and submits all documentation required for department authorization and evaluation.
- Establishes and maintains completed workshop attendance and school visits in order to ensure equality of opportunity and identify ongoing needs.
- Complies with all district, Academy, and department-wide policies and follows established rules/guidelines.
- Serves on the School Improvement Plan (SIP) and Total Quality Management (TQM) Committees.

PROFESSIONAL QUALITIES

- Follows an organizational system for documenting and communicating student progress and concerns.
- Serves as liaison for social, professional, civic, and other community agencies and groups interested in the Academy.
- Serves as role model, provides excellent customer service and positive communication with staff, students, parents, and community.
- Collaborates in school committees to contribute to an increased positive learning environment.
- Assists in the interview, selection, and assignment of personnel; both certified and classified employees.
- Demonstrates professionalism in work ethic, handling confidential information, and managing conflicts effectively.
- · Performs all duties with quality, efficiency, and dedication to the Academy and its Management.
- Performs other duties as may be assigned by the Principal, Superintendent, and/or HES President or her designee.
- Provides for effective communication and relations between the administration and staff, and for building staff morale.
- Maintains department liaison with social, professional, civic, volunteer, and other community agencies and groups having an interest in the school within the department.
- Informs parents, staff, and students about the school programs' events and activities.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

- Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills
- Experience with Leadership, Supervision, Diplomacy, Conflict Resolution and serving a diverse student population and community.

EDUCATION/ TRAINING:

- Minimum of a Bachelor's degree in education or related field.
- Must have School Administration Certification or be enrolled in an accredited program in which a School Administrator Certification will be attained within 3 years.
- Thorough knowledge of Michigan Curriculum Standards.
- A minimum of three years professional experience in teaching and school administration combined.
- Must comply with all applicable laws related to the Administrator's Certificate.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of MI, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching. Must work indoors and outdoors year-round

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Assistant Principal and Instructional Coach	Department: Instructional Administration
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Assists in the operation, evaluation and modification of the Academy's programs offered by the Academy and strives to provide a safe and secure learning environment for all students and staff under the direction of the Principal.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists in the overall operation of all the Academy's activities and programs by ensuring safety, quality performance and implementation of all HES and the Academy's policies.
- Assists in the coordination of curriculum as assigned by the Principal including ensuring the adoption and completion of curriculum tasks and lesson planning by instructional staff.
- Assists the Principal in leading and directing the overall planning, development, implementation, and evaluation of the Academy's instructional and staff development programs with particular focus on assessments and student achievement.
- Participates in the coordination, development, and implementation of the School Improvement Plan (SIP).
- Assists in overseeing the development, implementation and monitoring of the Achievement Campers Program (ACP) and summer plans and programs to ensure alignment with the SIP.
- Plans, evaluates, and recommends programs and student activities, special events, policies, goals and objectives ensuring their alignment with the SIP.
- Proactively participates in department improvement plan by sharing ideas and input to enhance services and program.

Instructional Coach

- Serves as the coach and mentor in the core subject area(s) to facilitate differentiated instruction and collaboration among the teachers.
- Facilitates the proper construction of benchmark lessons; plans and manages the development of standards-based curriculum, instruction and assessment plans and strategies.
- Facilitates the effective use of all core subject(s) textbooks, resources and instructional materials to meet the curriculum goals and coordinates the creation/updating of themes/units within the core subject(s).
- Serves as the facilitator for the core subject(s) by identifying and assisting in the adoption of curriculum resources and maintaining inventory.
- Facilitates the development of an annual core subject(s) plan with clearly stated goals and objectives.
- Facilitates the purchase and requisition of instructional materials to support teachers and the SIP goals.
- Works collaboratively with other team members on curriculum and instructional planning, department planning, and will accept and act upon feedback from supervisor.
- Collaborates with administrators and teachers to ensure the proper implementation of the school's assessment program (Standardized and other types of assessments).

SUPERVISION AND IMPLEMENTATION

- Assists in the supervision, development, and implementation of the instructional program.
- Assists in defining and communicating the goals and expectations of the overall school program.
- Supervises and guides students consistent with Academy's policies and guidelines.
- Assists in the selection of textbooks, curriculum materials and resources, supplies and equipment.
- Assists in the coordination and administration of all standardized testing, formative and summative assessments.
- Leads student/class supervision and instruction as needed.
- Demonstrate leadership with parents, staff, and central office for improved programs and school climate

Instructional Coach

- Serves as a resource to the school improvement committees and works with administrators to develop, implement and evaluate the school's continuous improvement plan.
- Observes, provides guidance and support to assigned colleagues and participate in the formal evaluation process.
- Coordinates communication and planning among all learning communities and serve as the coordinator for the Academy's curriculum in the assigned subject area of specialty.
- Coaches and mentors the teachers based on classroom observations and on teaching practices/techniques on a continual basis.
- Demonstrates leadership qualities by setting a personal example at high standards in all regards.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Recommends and directs committees and task teams as needed.
- Efficiently trains, supervises, and evaluates personnel assigned to area of responsibility, including PLOs.
- Trains and supervises personnel assigned to area of responsibility.
- Plans, provides, or facilitates appropriate training and resources for students and staff as assigned by the Principal.
- Attends meetings, activities, and training and effectively implements new strategies.
- Attends staff meetings and school activities, and conferences as necessary, and completes proper documentation of all meetings.
- Conducts staff meetings, as necessary, for the proper functioning of the Academy.

RESULTS AND DATA MANAGEMENT

- Assists the Building Principal in supervising the local and State assessments.
- Ensures that parents are kept up-to-date of students' progress and concerns, as well as school events and activities.
- Supervises daily Academy operations, ensuring punctual student attendance, efficient operation of classrooms and subjects.
- Uses multiple sources of data to monitor and assess student achievement and effectively shape decision-making, goal formation, and student achievement recognition.
- Supervises and evaluates staff performance focusing on student achievement and ensuring accountability.
- Creates and maintains student and staff data in spreadsheets, databases, presentations, and reports as assigned by Supervisor

Instructional Coach

- Guides, mentors and supports staff and ensures timely follow up and accountability through ongoing classroom observations, walkthroughs and staff evaluations.
- Collects data, and establishes improvement plans based on varied student assessment results.
- Encourages and supports a process of properly reviewing and analyzing classroom assessment results, as well as sharing them with students and parents.
- Assesses curriculum alignment through analysis of standardized assessments, district wide assessment data, Michigan standard exams, benchmarks, and Common Core State Standards (CCSS).

REPORTING AND COMPLIANCE

- Assists in the preparation of timely school reports to present to the Supervisor and the HES President.
- Submits such reports and records as required by law, Board policies, and administrative directives.
- Ensures that all HES, Academy Board and administration policies are effectively implemented.
- Keeps the Principal, Superintendent, and HES President informed of main issues and concerns.
- Is available when needed to ensure completion of tasks and the full safety of the Academy, students, staff, and parents.

Instructional Coach

- Creates and maintains an accurate and organized system for documenting and communicating school and subject expectations and teacher evaluations.
- Accurately completes and submits in a timely manner all required reports per specifications.

PROFESSIONAL QUALITIES

- Follows an organizational system for documenting and communicating student progress and concerns.
- Serves as liaison for social, professional, civic, and other community agencies and groups interested in the Academy.
- Serves as role model, provides excellent customer service and positive communication with staff, students, parents, and community.
- Collaborates in school committees to contribute to an increased positive learning environment.
- Assists in the interview, selection, and assignment of personnel; both certified and classified employees.
- Demonstrates professionalism in work ethic, handling confidential information, and managing conflicts effectively.
- Performs all duties with quality, efficiency, and dedication to the Academy and its Management.
- Performs other duties as may be assigned by the Principal, Superintendent, and/or HES President or her designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in

writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

- Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills
- Experience with Leadership, Supervision, Diplomacy, Conflict Resolution and serving a diverse student population and community.

EDUCATION/ TRAINING:

- Minimum of a Bachelor's degree in education or related field.
- Must have School Administration Certification or be enrolled in an accredited program in which a School Administrator Certification will be attained within 3 years.
- Thorough knowledge of Michigan Curriculum Standards.
- A minimum of three years professional experience in teaching and school administration combined.
- Relative experience in community leadership and staff supervision.
- Must comply with all applicable laws related to the Administrator's Certificate.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of MI, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching. Must work indoors and outdoors year-round

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Building and Facilities Operations Manager	Department: Non-Instructional Administration
Supervisor: Director of Buildings, Facilities and Transportation	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Coordinates, manages, and maintains the school buildings, properties, and transportation to ensure operating excellence, cleanliness, and safety within the recommended budget. Provides administrative support and manages department office functions including: Work Order coordination, Security badge and access assignments, database management, daily office operations, coordination of budgeting/accounting systems, maintaining office records, and providing general support services for the building department staff. Manages all department contractors including maintaining records and contracts, and coordinating project activities, and provides scheduling support. Maintains school facilities operations and transportation in compliance with State and Federal guidelines and regulations as well as provide such services effectively and within available resources.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Coordinates and oversees the services related to facilities planning, programs, maintenance and safety, custodial services, and transportation maintenance.
- Oversees building safety and responds to all building emergencies; ensures patron and staff safety; including lawn care and snow removal or other necessary duties.
- Conducts regular walkthroughs of the facility to assist visual maintenance, security and safety.
- Manages the fire safety and key access databases in conjunction with the fire and entry access.
- Represents the Facilities Department in interdepartmental meetings to support and facilitate communication and action between departments.
- Sets up, maintains, and organizes department's central files, information, filing, and messages.
- Assists facilities staff in locating vendors, parts, supplies, materials, and services.
- Develops documents and oversees an inspection plan for all facilities and grounds reporting the condition of the facilities in collaboration with the Superintendent.
- Establishes and administers schedules and procedures for the daily, on-going preventive maintenance of facilities, grounds, and equipment and routine custodial care of the facilities and grounds.
- Advises school Principals on technical matters concerning projects in their schools.
- Develops documents and oversees an inspection plan for all facilities and grounds reporting the condition of the facilities in collaboration with the Superintendent.
- Develops, recommends and implements approved health and safety procedures and plans regarding openings and closings of school buildings insuring security for all staff, students, and vendor and visitors

SUPERVISION AND IMPLEMENTATION

- Coordinates and administers the services related to department maintenance, safety, custodial services, and transportation.
- Assigns and supervises all custodial, maintenance, and grounds personnel, contractors, or subcontractors.
- Inspects and ensures completions of tasks of maintenance and/or custodial employees and/or contractors and/or subcontractors.
- · Audits and evaluates custodial and maintenance staff and provides timely, accurate and useful feedback.
- Organizes, supervises, and schedules facilities activities, work direction, custodial services, summer cleaning, and maintenance programs including summer project work on school grounds.
- Sources, evaluates and recommends for hire vendors, contractors, and support staff to maintain the facilities and grounds in a safe and costeffective manner.
- Maintains adequate inventory of maintenance and custodial supplies, equipment and tools.
- Resolves concerns, conflicts, and problems of the patrons ensuring that services are provided in a professional and safe manner.
- Negotiates and coordinates vendor quotes and agreements for department equipment, supplies and services.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Plans, organizes and facilitates appropriate training and development programs including resources for all custodial and maintenance personnel consistent with the requirements.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or Academy needs.
- Attends staff meetings, training and school events as required and effectively implements new strategies.
- Coordinates, holds and keep minutes of departments' staff meetings and training sessions as may be required.
- Coordinates and attends all school events and activities as may be directed, such as Parent-Teacher conferences, orientations, etc. as may be directed.
- Ensures timely and complete participation in and documentation of training and PLOs where applicable.

RESULTS AND DATA MANAGEMENT

- · Prepares required documentation for supervisor's approval on all payments to contractors or subcontractors for work completed.
- Performs department purchasing duties such as obtaining multiple quotes, coordinating Requests For Proposals (RFPs), negotiating prices, and ensuring proper documentation of invoices and appropriate approvals consistent with Board, State, and federal policies and guidelines.

- Ensures custodial services are on schedule, in compliance with procedures, evaluated, maintained, reported and on budget.
- Plans, develops and oversees department budget, inventory and purchases, and current future project objectives are aligned within the established budget.
- Assists in the supervision and evaluation of staff performance focusing on student safety and ensuring accountability.

REPORTING AND COMPLIANCE

- Demonstrates availability when needed and is on call in case of emergencies that may threaten the Academy's property or equipment including transportation.
- Ensures all policies and procedures of the facility are enforced.
- Recommends, maintains and implements department administrative policies and processes.
- Keeps and submits monthly reports and database to immediate supervisor of all activities of building maintenance, custodial services, and transportation maintenance.
- Adheres to all established policies, procedures and code of ethics.
- Complies with all district, Academies, department-wide policies and daily routines and guidelines.
- Channels concerns/issues related to maintenance, facility and transportation to the Supervisor and Superintendent/HES President.

PROFESSIONAL QUALITIES

- Follows an organizational system for documenting and communicating progress and concerns.
- Assumes other reasonable and equitable job-related duties as assigned by the immediate supervisor.
- Maintains professional appearance and behaves in a manner appropriate to a public setting.
- Keeps the Supervisor, Superintendent and HES President informed of main issues and concerns.
- Attends to assignments punctually and considers the impact of his/her attendance on department and school achievement.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as may be assigned by the Supervisor and the HES President or her/his designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

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SKILLS/EXPERIENCE:

 Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING:

- Minimum of a High School Degree
- Minimum of five years of experience
- Knowledge and ability to read and interpret blue prints.
- Knowledge of the building trades and applicable functions, State and Local building codes, policies and requirements.
- Must comply with all applicable laws related to building and transportation codes and regulations
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting, standing and/or walking for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, kneeling, crawling and reaching. Must work indoors and outdoors year-round

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Building Manager	Department: Building Operations
Supervisor: Building and Facilities Operations Manager & Director of Buildings, facilities, and Transportation	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Responsible for managing and oversight of the functional operation of assigned building and facilities, including oversight of custodial team members, outside vendors providing services, and premises security and safety. May at times be required to provide safe and efficient transportation, perform minor maintenance and repair duties, and monitor students' conduct in the hallways.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Schedules days and times to conduct regular maintenance checking to ensure all equipment is running properly.
- Helps ensure cleanliness and order of school building at all times by monitoring and evaluating interior and exterior of school campus including lunch areas, hallways, walkways, classrooms, restrooms, parking lots, waiting rooms and any other areas assigned.
- · Schedules days and times to conduct regular custodial checking to ensure all areas are sanitary, clean, and free of vandalism.
- Utilizes special skills and techniques required in dealing with chemicals and waste in compliance with OSHA standards and HES and Academy
 policy.
- Participates in department improvement plan by sharing ideas and input to enhance services and program.
- Collaborates with the custodial team members to service students.
- Categorizes priorities and demonstrates attentiveness to work schedule.
- Demonstrates flexibility in unscheduled assignments and/or placements and understands, adopts and works towards the school mission.
- Plans and implements routine bus maintenance and inspections.
- Demonstrates understanding of the skills and techniques required for students in special programs and reports all student issues to the Principal.
- Maintains the knowledge of plumbing, electrical, up keep of floors and roofing.
- Identifies potential issues that arise when maintaining and providing an operational and safe building, and makes recommendations for addressing
 potential issues
- Assists with keeping the building clean, orderly and well kept.
- Responsible for managerial operations which can include but not limited to: ordering building supplies and addressing the needs of the building, and
 oversight of custodial team members.

SUPERVISION AND IMPLEMENTATION

- Monitors and promptly reports maintenance issues, graffiti, and safety hazards to supervisor.
- · Oversees outside vendor building and facility maintenance and other services.
- Oversees work performed by custodial team members in the facility. Effectively communicates custodial and other facility operation needs to team members.
- Ensures that all classrooms have overhead projectors, TVS, and all necessary supplies such as desks, chairs, and bookcases.
- Delivers new textbooks and materials to classrooms.
- Ensures that repairs are made to damages to school furniture and dry wall and performs minor electrical and plumbing repairs.
- · May at times be required to perform general maintenance duties, whether individually or in conjunction with custodial team members, such as:
 - Install pencil sharpeners in all classrooms and repairs or replaces them as needed.
 - Assist in painting the school building at the end of the school year.
 - Maintain ground services as needed, disposes trash bags and waste properly.
 - Replace HVAC filters and maintains cleanliness of roof as needed.
 - Clean the buildings and maintains it in top condition throughout the day.
 - Handle all equipment and cleaning chemicals properly in accordance with SDS/MSDS, Supervisor's directives and manufacturer's instructions.
 - Ensure that paper products, soap and air fresheners are always available and properly stocked.
 - Promptly and properly cleans unexpected spills and follows proper safety procedures to prevent hazardous situations.
 - Clean, polishes and sanitizes bathrooms on a daily basis and as scheduled.
 - · Vacuum, dust and clean offices, classrooms, gymnasium, weight room and locker rooms as scheduled as needed.
 - Monitor student behavior during lunch, travel, in hallways and in the athletic program.
 - Supervise students' conduct while on board, and makes sure they are following safety procedures
 - Transport students and staff to all athletic events and field trips.
 - Inspect bus before operating, and report any problems to the Supervisor
 - Maintain bus for proper cleanliness and operating condition
 - Troubleshoot any minor bus problems on and off the road.
 - Inspect the bus after trips and make sure students did not leave anything behind

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- · Attends staff meetings, activities and training sessions as required and seeks opportunities and mentoring for professional development.
- · Participates in recommended training programs, conferences, courses or other professional development opportunities
- Attends all Parent-Teacher conferences, open houses, and orientations, as well as any other school events as required.
- Ensures timely and complete participation in and documentation of PLOs where applicable.
- Sets and reaches own goals for self-improvement consistent with job requirements and/or school needs.
- Participates in department improvement plan by sharing ideas and input to enhance services and program.

RESULTS AND DATA MANAGEMENT

- Observes and documents certain areas in the school that are in continuous need of repair or cleaning.
- Keeps a custodial log and documents any problems/concerns that may occur and recommends solutions to the problems/concerns for review and
 potential approval.
- Responsible for implementation of adopted solutions to facility problems/concerns that may occur
- Observes the higher traffic areas during the day and cleans as needed.
- Ensures school vehicles are maintained and kept cleaned and ready for use
- Ensures the transport process runs safely, smoothly, and timely.
- Keeps a transportation log and document trips, bus riders and any problems/concerns

REPORTING AND COMPLIANCE

- Reports and documents any building or bus maintenance problems to supervisor.
- Prevents hazardous situations by immediately cleaning up any spills and following proper safety procedures.
- Adheres to all established policies, procedures and code of ethics.
- Immediately reports any unusual circumstances, issues or observations regarding safety and compliance concerns to appropriate supervisor(s).
- · Complies with all Academy, department, HES, State and local rules and guidelines concerning health and safety.
- Follows high standards of sanitation and safety procedures.
- Demonstrates professionalism in work ethics, handling confidential information, and managing conflicts.
- Demonstrates availability when needed.
- Communicates with supervisors any concerns about individual student's behavior, dress code or attitude which is not in line with school regulations, and/or reflects need for immediate intervention.

PROFESSIONAL QUALITIES

- Provides excellent customer service and imparts positive communication with all stakeholders.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Performs other duties as assigned by the Supervisor, Principal or HES President or her designee.
- Communicates effectively and positively with staff, students and parents as needed.
- Follows an organizational system for documents and communicating progress and concerns with stakeholders.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities requiring supervisor's reviewl must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include authority to hire and/or fire staff. All purchases must be pre-approved by the HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

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SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills,

interpersonal communication skills, organization and planning skills, professionalism and time management skills

- · Ability to lift and manipulate heavy objects; Ability to operate a variety of equipment; Ability to safely perform minor maintenance procedures
- Ability to understand, follow, and enforce safety procedures.

EDUCATION/TRAINING

- High School Diploma or GED preferred; At least 1 year of work experience.
- Must have valid Michigan Commercial Driver's license with a School Bus Endorsement (S), no more than two moving violations and/or at-fault
 accidents on driving record in the past three years.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Responsibilities include heavy lifting and carrying, walking and standing for extended periods of time, and working outside in all types of weather.

Issued and Approved by: Name and Title :	Signature:
Employee Name and Title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer.

DETROIT 26924-20 1524783v1



Job Title: Bus Driver and Custodian	Department: Building Operations
Supervisor: Building and Facilities Operations Manager &	Employer: Hamadeh Educational Services (HES)
Director of Buildings, Facilities, and Transportation	Employer. Hamaden Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Building and Facilities Operations Manager & Director of Buildings, Facilities, and Transportation provides safe and efficient transportation and performs a variety of custodial activities to maintain a clean, presentable and orderly condition of the school building(s).

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Maintains cleanliness and order of school building at all times by monitoring interior and exterior of school campus including lunch areas, hallways, walkways, classrooms, restrooms, parking lots, waiting rooms and any other areas assigned.
- Utilizes all applicable safety skills and techniques required in dealing with chemicals and waste in compliance with OSHA standards and HES
 and Academy policy.
- Participates in department improvement plan by sharing ideas and input to enhance services and program
- Categorizes priorities and demonstrates attentiveness to work schedule.
- · Demonstrates flexibility with unscheduled assignments and ensures that assignments are completed in a timely manner
- Understands the school mission and adopts and works within the vision and pillars established by HES
- Plans and implements routine bus maintenance and inspections.
- Demonstrates understanding of the skills and techniques required for students in special programs and reports all student issues to the Principal.

SUPERVISION AND IMPLEMENTATION

- Maintains ground services as needed, disposes trash bags and waste properly.
- · Replaces HVAC filters and maintains cleanliness of roof as needed.
- Ensures that paper products, soap and air fresheners are always available and properly stocked.
- Promptly and properly cleans unexpected spills and follows proper safety procedures to prevent hazardous situations.
- · Cleans, polishes and sanitizes all assigned bathrooms on a daily basis and as scheduled.
- Vacuums, dusts and cleans offices, classrooms, gymnasium, weight room and locker rooms as scheduled as needed.
- Monitors student behavior during lunch, travel, in hallways and during athletic events.
- Supervises students' conduct during travel, and makes sure they are following all applicable safety procedures
- · Transports students and staff to all athletic events and field trips.
- Inspects bus before operating, and report any problems to the Supervisor
- Maintains buses for proper cleanliness and operating condition
- Troubleshoots any minor bus problems on and off the road.
- Inspects the bus after trips and make sure students did not leave anything behind

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends staff meetings, activities and training sessions as required and seeks opportunities and mentoring for growth and professional development.
- · Participates in recommended training programs, conferences, courses or other aspects of professional growth.
- · Attends Parent-Teacher Conferences, open houses, and orientations, as well as any other school events as directed by supervisor.
- Ensures timely and complete participation in and documentation of PLOs where applicable.
- Sets and reaches own goals for self-improvement consistent with job requirements and/or school needs.
- Participates in department improvement plan by sharing ideas and input to enhance services and program.

RESULTS AND DATA MANAGEMENT

- Observes and documents certain areas in the school that are in continuous need of cleaning.
- Keeps a custodial log and documents any problems/concerns that may occur.
- Observes the higher traffic areas during the day and cleans as needed.
- · Ensures school vehicles are well-maintained.
- Ensures the transport process runs safely, smoothly, and timely.
- Keeps a transportation log and document trips, bus riders and any problems/concerns.

REPORTING AND COMPLIANCE

- Reports and documents any building or bus maintenance problems to supervisor.
- Immediately reports any unusual circumstances, issues or observations regarding safety and compliance concerns to appropriate supervisor(s).
- Complies with all Academy, department, HES, State and local rules and guidelines concerning health and safety.
- Follows high standards of sanitation and safety procedures.
- Demonstrates professionalism in work ethics, handling confidential information, and managing conflicts.

Communicates with supervisors any concerns about individual student's behavior, dress code or attitude which is not in line with school
regulations, and/or reflects need for immediate intervention.

PROFESSIONAL QUALITIES

- Provides excellent customer service and imparts positive communication with all stakeholders Performs all duties with dedication to the Academy and its Management.
- Performs other duties as assigned by the Supervisor, Principal or HES President or her designee.
- Communicates effectively and positively with staff, students and parents as needed.
- Follows an organizational system for documents and communicating progress and concerns with stakeholders.
- Demonstrates availability when needed.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

- Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism and time management skills
- Ability to understand, follow, and enforce safety procedures.

EDUCATION/TRAINING

- High School Diploma or GED preferred; At least 1 year of work experience.
- Must have valid Michigan Commercial Driver's license with a School Bus Endorsement (S), no more than two moving violations and/or at-fault
 accidents on driving record in the past three years.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Responsibilities include heavy lifting and carrying, walking and standing for extended periods of time, and working outside in all types of weather.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Chief Financial Officer	Department: Accounting
Supervisor: HES President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the HES President, schedules, plans, organizes, assigns, reviews, and manages Academies' accounting and financial services activities; performs related work as required; establishes and revises accounting procedures; conducts accounting analysis and prepares financial statements; and assists the HES President in all aspects of the academies budget preparation, planning, analysis, and monitoring.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPOVEMENTS

- Organizes the work of the accounting staff within the accounting services department, including: budget control records, proper receipt and disbursement of
 funds, cafeteria accounting, pupil attendance, special projects, internal auditing, and other fiscal activities.
- Responsible for the Accounting Department strategic planning.
- Collaborates and prepares financial reports and documents needed by the Academies' CPA firm and documents may be needed by the Auditor.
- · Plans, organizes, manages, and coordinates a variety of technical business, accounting, and financial functions.
- Develops the Annual Budgets and Budget Amendments as required by the Supervisors, the Board of Directors and Authorizers.
- Plans and implements automated systems for maintaining inventory and purchasing using preapproved modules.
- Ensure the financial reports are maintained in compliance with HES and the Academies policies as well as US GAAP.

SUPERVISION AND IMPLEMENTATION

- Advises senior management, including the Board of Directors, HES President and Vice President concerning District accounting and financial services, budget, fiscal stability of District programs, and internal control.
- Supervises and evaluates the work of the accounting staff within the Accounting Department, including but not limited to budget control records, and the proper receipt and disbursement of funds, cafeteria accounting, pupil attendance, special projects, internal auditing and other fiscal activities.
- Recommends updates to the department and procedures to ensure cost effective and timely accomplishment of goals and objectives.
- Recommends and assists in the formulation and implementation of policies and procedures related to fiscal activities.
- Performs analytical studies in the formulation and implementation of new policies and procedures. Identifies and recommends methods to improve
 operational procedures and internal control.
- · Organizes, motivates, directs and/or supervises the activities of others engaged in various school business activities.
- Establishes priorities and delegates effectively.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Coordinates, participates, and oversees all the Accounting Department meetings and activities.
- · Plans, organizes, recommends, and directs in-service training and development, including determining training needs for the Accounting department staff.
- Plans and sets own goals for self-improvement consistent with the job requirements and/or the Academic needs.
- Ensure timely documentation of meeting minutes and PLOs where applicable.
- Evaluates and recommends PLOs needs for accounting staff.
- Interprets and implements the rules, State and Federal regulations, and policies of HES and the academies Board of Education, as they relate to assigned areas of responsibility.

RESULTS AND DATA MANAGEMENT

- Maintains records of expenditures and income, fund balances, reserves and appropriations, and prepares regular reports concerning District financial
 conditions and develops and administers a large, complex budget and Chart of Accounts, uses data to guide in decision makings.
- Prepares journal vouchers and entries and makes adjustments and closing entries; prepares, plans, and supervises activities related to year-end closing and
 processes bank deposits and reconcile bank accounts and balance sheets with the Academies' accounting system.
- Oversee the payroll and employee benefits entries.
- Enters accounts payable check requests and cash disbursements and tracks invoices to ensure prompt payments are made before late fees incur or service is delayed.
- Prepares general journal adjustments and accruals all in MIP, reviews trial balance in order to prepare monthly Financial Statements.
- Ensure the accuracy and efficiency with all accounting transaction.

REPORTING AND COMPLIANCE

- Maintains uniformity in the use of the accounting systems/application by strictly using the MIP/SAGE application and organizes all electronic records, databases, and supporting documentation all by year and category so that information may be easily accessed.
- Maintains the integrity of the accounting systems/records.
- Assures that financial income and expenditure transactions and records comply with Federal, State, and County rules, and regulations and requirements
 and that HES and Districts policies and procedures are met;
- Ensures compliance with HES, District and audit policies, procedure and requirements.
- Assists the supervisors in the preparation and monitoring of the academies budgets.
- Prepares a variety of District financial statements and conducts special audits, or analytical studies to assist in the compliance with policies and regulations
 of new or revised programs.
- Reviews financial reports, receipts, disbursement records, and computer print-outs to assure accuracy and completeness; makes corrections and adjustments
 as necessary
- · Reconcile the receipt of all revenue and expenses in accordance of authority polices.

- Ensure all vendor payments in compliance with the State and Federal biding regulation.
- Prepares other yearly reports as required by the Department of Education (School Meals year-end Report, Transportation Expenditures Report, and Special Education Actual Cost Report –GSRP-FID US Bank).
- · Oversees the Academy's purchasing process and activities

PROFESSIONAL QUALITIES

- Maintains communication with various Districts, county departments, personnel to respond to inquiries, obtain information, resolve issues and provide information concerning related accounting functions.
- Maintains communication with the Supervisor of main issues and concerns and problem solves issues as they arise.
- Communicates with vendors and employees to arrange payment or resolve discrepancies as necessary; assists assigned personnel with difficult and complex issues, and engages in public speaking with large groups, explains complex concepts in a clear and coherent manner.
- · Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as may be assigned by the immediate Supervisor or her designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

- Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal
 communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills
- Experience with Accounting and Fiscal Control Procedures and Methods; Theory and Practice of Modern School Management applicable to s Accounting, Payroll, Budget, Internal Auditing, Purchasing, Contract Administration, Management Information Systems, Records Retention; Organization, Personnel Supervision, Staff Training, and Management Development Techniques; Fiscal and Budgeting Principles of Practices; Financial Analysis and Record Keeping Techniques; Laws applicable to Financial Procedures, Funding in Public Schools, State and Federal Funds, and the Michigan Department of Education Code Provisions of School Accounting; Legal Contracts and other Binding Agreements; and the Use of Financial Applications, Preferably MIP.

EDUCATION /TRAINING

- Any combination equivalent to a Bachelor's degree in business administration, finance, accounting or related field, with a specialization in public or school administration.
- Minimum of three years of experience in administrative positions with financial management/accounting responsibilities for a school district with multiple business functions or on organization or firm with at least 100 employees.
- Specific financial management experience in three or more of the following areas would be desirable: accounting, budgeting, auditing, finance, insurance, or information systems.
- · Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved By: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Cook and Lunch Aide	Department: Food Services
Supervisor: Coordinator or Director of Food Services	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the Coordinator or the Director of Food Services, ensures that student and staff meals are timely prepared according to all applicable health standards, and to assist in serving meals to students and staff.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Participates in department improvement plan by sharing ideas and input to enhance services and programs.
- Assists in planning and coordinating the menu for all staff events taking into account the likely number of attendees and the nature of the events
- Assists in identifying and purchasing ingredients and supplies needed for the event, while staying within the allocated budget and following the
 approved purchase procedures
- · Assists in planning, directing and supervising the activities of food service team throughout the preparation and execution of the event
- Adheres to sanitation and safety procedures as stated in the Michigan Food Code, HACCP guidelines and all standard food
 preparation and kitchen operations procedures and directs students and staff to remain in compliance with the mandated rules and
 regulations.
- Assists in preparation of meals, including but not limited to: washing, cutting, peeling vegetables. Cleaning, cutting and preparing
 meats, seafood and poultry. Stirring and straining soups and sauces. Carrying pans, kettles and trays of food to and from work stations,
 etc.
- Assembles food, dishes, utensils and supplies needed for timely meal preparations and ensures equipment is kept clean, maintained, and used properly and safely.
- Assists in coordinating all the Academy's functions involving food services with the Supervisor and the Principal.
- Collaborates with the food services team members to meet the scheduled service timely and efficiently.
- Sets clear goals and objectives for the department and participates in departmental improvement plans by sharing ideas and input to enhance services and programs.

SUPERVISION AND IMPLEMENTATION

- Prepares meals following established protocols and keeps work area around clean and safe.
- Follows standardized recipes.
- Operates kitchen equipment in a proper manner to assure safety as well as to avoid damage to the equipment.
- Ensures cleanliness of kitchen, service line, and cafeteria area including lunch equipment, floors, lunch tables, chairs, etc.
- Oversees routine maintenance of kitchen and equipment, including weekly deep cleaning.
- Ensures all items are returned to their proper storage site.
- Assists if needed with production records and inventory.
- Serves staff and students on the service line in a professional and timely manner, while following portion control guidelines.
- Runs cash register on the service line if cashier is absent and/or handles monies properly and honestly.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Performs routine self-evaluation to identify areas of strengths and needs and seek ways to improve and enhance work related skills
- Plans own goals for self-improvement consistent with the job requirements and/or the Academy's needs.
- Utilizes supervisor's feedback on professional methods in the best interest of the students and the Academy.
- Participates in recommended training programs, conferences, courses or other aspects of professional growth and effectively
 implements new strategies.
- Attends all Parent-Teacher Conferences, open houses, and orientations, as well as any other school events as may be directed.
- Attends meetings, activities, training programs, conferences, seminars, workshops (MDE, MOR), and courses (Servsafe certification class) as required and seeks opportunities and mentoring from designated staff for growth and professional development.
- Demonstrates self-motivation for improving own techniques, reflections and effectiveness based on stakeholder input.

RESULTS AND DATA MANAGEMENT

- Measures and reads measuring devices when following recipes and prepares meals following established protocols.
- Assists in PowerSchool data count.
- Assists in filing all necessary paperwork.
- Ensures cleanliness of cafeteria before and after meals.
- Ensures food is distributed efficiently and properly.
- Redirects staff and students to follow pay and quantity serving policy.
- Exemplifies quality customer service per stakeholder satisfaction as exhibited in surveys and input.

REPORTING AND COMPLIANCE

- Follows and remains in compliance with all the district, Academy, department-wide policies and daily routines and guidelines.
- · Monitors, reports, documents and redirects any concerns/issues coming from students, staff or parent to the supervisor.

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- Immediately reports any, unusual circumstances, issues or observations regarding food health, safety and compliance concerns to appropriate supervisor(s).
- Utilizes supervisor directives and stakeholder feedback to improve performance.
- Adheres to sanitation and safety procedures as stated in the Michigan Food Code, HACCP guidelines and all standard operating procedures.
- Participates in documentation of PLOs where applicable.
- Establishes and follows standardized recipes.
- Participates in school activities and contributes to a more positive learning environment.
- Completes and timely submits all required reports per specifications.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication with administration, staff, students, parents and community.
- Establishes and maintains positive team spirit among all staff and school community creating a more efficient work environment.
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as assigned by the Supervisor, Principal or HES President or her designee.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts.
- Communicates effectively and positively with staff, students and parents as needed.
- Demonstrates availability when needed.
- Follows an organizational system for documents and communicating progress and concerns with stakeholders.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the Chief Operating Officer, HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE

 Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING

- High School Diploma or equivalent
- Knowledge of Sanitation and Safety issues (Training sessions will be provided)

PHYSICAL DEMANDS:

Requires prolonged standing; physical exertion to manually move, lift, carry, pull or push heavy objects or materials up to 75 pounds at a time; stooping, bending and reaching; daily repetitive motion with hands and arms in food preparation and serving. Requires regular crouching occurs to retrieve items from lower shelves; regular reaching occurs to retrieve utensils and food items from storage shelves. Must be able to work in a noisy environment; Must be able to work in and around fumes and odors.

Issued and Approved by: Name and title:	Signature:
Employee Name and title:	Signature:



Job Title: Coordinator of Curriculum and Athletic Program	Department: Instructional Administration
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Assists the Principal in providing for proper instruction and supervision of students and staff in accordance with the stated mission and goals of the Academy; supervises the Curriculum Alignment Committee; in the development of standards-based curriculum and assessment opportunities, research-based instructional methods, aligning of materials and resources to curriculum outcomes, and the supervision of teachers; and serves as the instructional leader of the academy

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

Coordinator of Curriculum

- Collaborates with colleagues to construct benchmark lessons and to plan and manage the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Ensures that all textbooks are used effectively to meet curriculum goals and coordinates and/or supervises the creation/updating of themes/units within the department.
- Serves as the coordinator for the elementary curriculum in all subject areas by identifying and assisting in the adoption and ensuring effective implementation of curriculum resources, and maintaining resource inventory
- Assists in the coordination and development of the Department Improvement Plan with clearly stated goals and objectives.
- Assists in purchasing and requisition of instructional materials.
- Works collaboratively with others on curriculum and instructional planning, department planning, and will utilize and implement feedback from supervisor.
- Assists with the coordination of the school's testing program, the writing of grants to aid in meeting the goals of the Continuous School Improvement Plan (SIP), and other duties as may be assigned.
- Facilitate the development and implementation of effective intervention programs and strategies for fostering student academic success.
- Collaborate with the Principal, the administrative team and the professional staff in the design and implementation of Strategic Improvement Plans for the Academy.

Coordinator of Athletic Program

- Develops the Athletic Program's budget
- Plans, coordinates and supervises all aspects of the Athletic Program
- Develops the Athletic Program and school activities schedule
- Collaborates with the discipline department, to develop effective discipline strategies for students athletes, in order to enforce proper athletic ethics and morale
- Generates funds for the Athletic Program by developing and implementing a fundraising program and supports and coordinates fundraising activities with the Sport Booster Club to insure maximum student athlete benefits
- Coordinates busing and field trip scheduling of students as may be directed by the Principals or Superintendent
- Develops athletic program policies and procedures that promote safety and accountability for all stakeholders

SUPERVISION AND IMPLEMENTATION

Coordinator of Curriculum

- Serves as a resource to the School Improvement Committee and works with school administrators to develop, implement, and evaluate the school's Continuous School Improvement Plan (SIP).
- Observes, provides guidance and supervision of assigned colleagues, and participates in the formal evaluation process.
- Coordinates communication and planning among all learning communities in all subject areas within the department.
- Provides continual feedback to teachers, based on classroom observations and teaching practices/techniques.
- Leads the process of developing or reviewing the grades'/subject's scope and sequence of the curriculum, according to the Core Curriculum and State of Michigan Guidelines (Grade Level Content Expectations, Content Expectations).
- Ensures that essential agreements are formulated for assessment, teaching, and learning language.
- Assists in the recruitment and interviewing of qualified personnel.
- Supervises students during passing time, lunch, recess, arrival and dismissal if needed.
- Demonstrates leadership qualities, setting personal example at high standards in all regards.

Coordinator of Athletic Program

- Supervises the students athletes, and students participating in extra-curricular activities
- Provides students athletes with counseling, guidance and proper supervision as needed
- Assists in the recruitment and interviewing of qualified coaches and trainers as needed.
- Supervises and evaluate the coaches' performance, and recommend hiring, placement and transfer of coaches
- Works on increasing students' participation in athletic activities

- Conducts staff meetings related to the Athletic department as needed, takes and keeps proper minutes for each meeting
- Recruits parents, and staff to participate, and assists in the athletic program events
- Insures that all athletic department staff and student athletes understand and follow proper safety and accountability procedures

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

Coordinator of Curriculum

- Participates in and provides professional learning opportunities that will enhance student achievement through improved lesson planning, curriculum alignment, implementation, and student assessment.
- Assists in the coordination of all school-based professional learning opportunities linked to individual professional development plans, the School Improvement Plan, and individualized action plans.
- Assists with the training of early Associate and Professional Teachers, other Lead Teachers, and Mentor Teachers.
- Provides staff with ongoing classroom observations, walkthroughs and evaluations and ensure a effective and successful environment for students' well-being.
- Supports and assists the teachers responsible for, and the students involved in, teams or individuals in developing units of inquiry.

Coordinator of Athletic Program

- Coordinates the Academy's Athletic Program Committee.
- Recommends programs and activities to improve the Academy's Athletic Department
- Attends all school events and activities as may be directed by the Principals or CEO, such as Parent-Teacher conferences, Open Houses, and Orientations, Athletic meetings and as may be directed.

RESULTS AND DATA MANAGEMENT

Coordinator of Curriculum

- Collects data and establishes improvement plans based on the standardized tests results.
- Encourages and supports a process of properly reviewing and analyzing classroom assessment results, as well as sharing them with students and parents.
- Assesses curriculum alignment through analysis of standardized assessments data, district assessments, benchmarks, Common Core State Standards (CCSS) and Grade Level Content Expectations (GLCES).

Coordinator of Athletic Program

- Issues reports monthly to evaluate progress of the Athletic Program and recommends programs for improvement.
- Monitors athletes' academic progress as well as their compliance with the classroom and school discipline policies to remain in compliance with MHSAA.
- Monitors the Athletic department's coaches and staff attendance.
- Monitors, records and submits to the office of the Superintendent up to date actual athletic budget.
- Evaluates and reviews student athlete incidences in order to minimize future occurrences and to help improve future policies and procedures.

REPORTING AND COMPLIANCE

Coordinator of Curriculum

- Accurately completes and submits in a timely manner all required reports per specifications.
- Prepares and submits all documentation required for department authorization and evaluation.
- Establishes and maintains completed workshop attendance and school visits in order to ensure equality of opportunity and identify
 ongoing needs.
- Complies with all district, Academy, and department-wide policies and follows established rules/guidelines.
- Serves on the School Improvement Plan (SIP) and Total Quality Management (TQM) Committees.

Coordinator of Athletic Program

- Formulates general athletic safety policies and procedures to be followed in the academy in compliance with local, State, and Federal Occupational Safety and Health Administration (OSHA) rules and regulations
- Reports to the Superintendent and Business Office accident reports required by regulatory agencies.
- Adheres to all established policies, procedures and code of ethics.

PROFESSIONAL OUALITIES

Coordinator of Curriculum

- Provides for effective communication and relations between the administration and staff, and for building staff morale.
- Maintains department liaison with social, professional, civic, volunteer, and other community agencies and groups having an interest in the school within the department.
- Informs parents, staff, and students about the school programs' events and activities.
- Performs all duties with quality, efficiency, and dedication to the Academy and its Management.

Coordinator of Athletic Program

- Attends and assists in coordinating and directing school activities as may be directed by the Principal or the Superintendent, such as Parent-Teacher Conferences, Orientations, PTC meetings, Athletic Meetings, events, etc.
- Maintains the privacy of students and their families by keeping all cases confidential and sharing with the appropriate parties only.
- Maintains open communication between parents, teachers and administrators, and promptly inform parents of any concerns and/or situations involving their children.
- Establishes and maintains positive interpersonal relationships with all children, parents/guardians and fellow staff.
- Establishes and maintains positive team spirit among all staff and the Superintendent.
- Performs other duties as may be assigned by the Principal, the Superintendent, and HES President or her designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills and thorough knowledge of Michigan Core Curriculum.

EDUCATION/TRAINING:

- Minimum of a Bachelor's degree in education or related field or an equivalent combination of education and experience.
- Must have School Administration Certification or be enrolled in an accredited program in which a School Administrator Certification will be attained within 3 years
- Must have had a minimum of 3 years teaching and supervisory experience.
- Must comply with all applicable laws related to the Administrator's certificate.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of MI, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting, standing and/or walking for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching. Must work indoors and outdoors year-round

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



	ob Title: Coordinator of Curriculum Improvement and nstructional Coach	Department: Instructional Administration
S	upervisor: Principal and Assistant Superintendent	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

The Coordinator of Curriculum Improvement and Instructional Coach is responsible for mentoring and coaching instructional staff to ensure that the curriculum is implemented with fidelity in addition to providing job-embedded support. The Coordinator of Curriculum Improvement and Instructional Coach is responsible for introducing practices into classrooms by working with teachers and administrators with the goal of increasing student engagement, improving student achievement, and building teacher capacity.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENT

Coordinator of Curriculum Improvement

- Develops Professional Developments (PD) and/or interventions with teachers, instructional and support administrators to maximize teachers' potential.
- Trains instructional staff to develop and implement instructional strategies that target student needs and enhance student achievement.
- Facilitates the development/improvement of the HES academies core subject(s) plans/curriculum with clearly stated goals and objectives.
- Facilitates, in collaboration of the Title I coordinator, the development/revision of the school improvement plan at all HES academies ensuring that accurate and meaningful data, curriculum and information is used

Instructional Coach

- Serves as the coach and mentor in the core subject area(s) to facilitate differentiated instruction and collaboration among the teachers.
- Facilitates the proper construction of benchmark lessons; plans and manages the development of standards-based curriculum, instruction and assessment plans and strategies.
- Facilitates the effective use of all core subject(s) textbooks, resources and instructional materials to meet the curriculum goals and coordinates the creation/updating of themes/units within the core subject(s).
- Serves as the facilitator for the core subject(s) by identifying and assisting in the adoption of curriculum resources and maintaining inventory.
- Facilitates the development of an annual core subject(s) plan with clearly stated goals and objectives.
- Facilitates the purchase and requisition of instructional materials to support teachers and the SIP goals.
- Works collaboratively with team members on curriculum and instructional planning, department planning, and will accept and act upon feedback from supervisor.
- Collaborates with administrators and teachers to ensure the proper implementation of the school's assessment program (Standardized and others types)

SUPERVISION AND IMPLEMENTATION

Coordinator of Curriculum Improvement

• Collaborates with the Principals and the Assistant Superintendent in the development, review and implementation of the School Improvement Plan (SIP) including the Professional Development Plan (PDP) as relevant to areas of responsibility

Instructional Coach

- Serves as a resource to the school improvement committees and works with administrators to develop, implement and evaluate the school's continuous improvement plan.
- · Observes, provides guidance and support to assigned colleagues and participate in the formal evaluation process.
- Coordinates communication and planning among all learning communities and serve as the coordinator for the Academy's curriculum in the assigned subject area of specialty.
- Coaches and mentors the teachers based on classroom observations and on teaching practices/techniques on a continual basis.
- Demonstrates leadership qualities by setting a personal example at high standards in all regards.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Participates in and provides professional learning opportunities focused on data analysis that will enhance student achievement through improved lesson planning, curriculum alignment, implementation, and student assessment.
- · Assists in the coordination of all school based PLOs linked to individual professional development plans, the SIP and individualized action plans.
- Participates in the SIP activities consistent with the SIP and the Academy's mission and guidelines.
- Attends and consistently contributes to the success of staff meetings, professional development sessions and action items.
- Follows feedback from supervisor and school leaders based on professional methods consistent with the SIP, Academy's mission, best practices and Michigan expectation.
- Sets and reaches own goals for self-improvement consistent with the job requirements and/or school needs.

RESULTS AND DATA MANAGEMENT

- Guides, mentors and supports staff and ensures timely follow up and accountability through ongoing classroom observations, walkthroughs and staff evaluations.
- Collects data, and establishes improvement plans based on varied student assessment results.
- Encourages and supports a process of properly reviewing and analyzing classroom assessment results, as well as sharing them with students and parents.
- Assesses curriculum alignment through analysis of standardized assessments, district wide assessment data, Michigan standard exams, benchmarks, and Grade Level Content Expectations (GLCES) and Common Core State Standards.
- Reviews the local and state student assessment programs for the academies and recommends programs and strategies designed to enhance instruction delivery methods in order to improve student performance.

REPORTING AND COMPLIANCE

- Develops presentations for supervisor on results for evaluation and reporting purposes.
- Keeps the supervisor informed of main issues and concerns in areas of responsibility.
- Complies with all district, Academy, and department-wide policies and follows established rules/guidelines.

Instructional Coach

- Creates and maintains an accurate and organized system for documenting and communicating school and subject expectations and teacher evaluations.
- Accurately completes and submits in a timely manner all required reports per specifications.

PROFESSIONAL OUALITIES

- Participates in school committees that contribute to a more positive learning environment.
- Attends all Parent-Teacher conferences, Open Houses, and Orientations.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts.
- Promotes objective and professional approach to data-driven decision-making.
- Establishes and maintains positive interpersonal relationships with all children, parents/guardians, and fellow staff.
- · Performs all duties with quality, efficiency, with the highest ethics, and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the Principal or Superintendent or her designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills and thorough knowledge of Michigan Core Curriculum.

EDUCATION/TRAINING:

- Minimum of a Master's degree in education or related field or an equivalent combination of education and experience.
- Thorough knowledge of Michigan Core.
- A minimum of three years professional experience in an educational setting.
- Appropriate Michigan State Teaching Certification or eligibility for such certification

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Coordinator of Food Services Program	Department: Food Services	
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)	

BASIC FUNCTION:

Manages and oversees all aspects of the Food Services Program at the school in a manner that is efficient and in line with the District's guidelines, procedures and nutrition policies.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Prepares and plans school-meal menus to meet the USDA nutritional requirements.
- Plans and oversees preparation and cooking of meals following established protocols and guidelines.
- Adheres to sanitation and safety procedures as stated in the Michigan Food Code, HACCP guidelines and all standard food
 preparation and kitchen operations procedures.
- Plans and prepares alternative menus for kids with special needs, in accordance to their medical care provider's recommendations and in collaboration with the parents.
- Places orders for all necessary food services supplies and products.
- Coordinates all school functions involving food service with the school Principal.
- Handles Free and Reduced Lunch applications, MOR cooperative, prepares food service bids and oversees Request for Proposal (RFP) process as may be needed.
- · Maintains an organized food service calendar.
- Participates in department improvement plan by sharing ideas and input to enhance service and programs.
- Plan work schedules to accommodate menu items and meet preparation time requirements.

SUPERVISION AND IMPLEMENTATION

- Supervises and manages all food preparation and line service.
- · Supervises, trains and evaluates lunch service staff
- Supervises student lunch service consistent with the school policies and guidelines.
- Observes and assesses student's preferences, to continuously improve the food service
- Monitors lunch equipment and facility use and coordinates maintenance and repairs with the appropriate school personnel.
- Coordinates special events with the HES President, Principals and/or other key personnel.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Participates in recommended training programs, conferences, courses or other aspects of professional growth.
- Attends all Parent-Teacher Conferences, open houses and orientations, as well as any other school events as required.
- Attends meetings, activities, training programs, conferences, seminars, workshops (MDE, MOR), and courses (Servsafe Certification class) as required and effectively implements new strategies.
- Demonstrates self-motivation for improving own techniques, reflections and effectiveness based on stakeholder input.
- · Awards and promotes staff progress as evidenced by staff's satisfaction and awards.

RESULTS AND DATA MANAGEMENT

- Conducts student/parent surveys and utilizes the resulting data to make improvements to the food service program.
- Performs staff and self-evaluation and department assessment to ensure efficiency and effectiveness of the Food Service Program and redirects staff to ensure accountability and compliance with the employment policies.
- Collects and analyzes data in providing guidance towards decision makings.
- · Conducts Power School lunch data counts.
- Manages Food Services Department budget, purchases and fees as evidenced by program savings.
- Manages all aspects of Food Service Program in compliance with code of ethics, state, local, MDE requirements and regulations and health and safety guidelines.
- Collects and reports all lunch money and files reimbursements with MEIS.

- Ensures quality meals are served to all students while overseeing all aspects of the food service operations.
- Fills out and files all paperwork concerning lunch program including daily production records, monthly reports, and yearly reports due to MDE, CNAP, MEIS in a timely manner per specifications.
- Prepares year end reports, monthly-internal reporting, on-site reviews, snack reviews, and free-reduced meals applications in a timely
 manner per specifications.

- Complies with HES, school, department-wide, district, state and local policies and guidelines concerning health and safety on daily routines.
- Manages all aspects of Food Service Program in compliance with MDE requirements and regulations.
- Maintains compliance with audit reports and funding reimbursement requirements.
- Collects and reports all lunch money per school and HES money handling policy.
- Adheres to all established policies, procedures and code of ethics.

- Cancels lunch and/or deliveries when required and during school closings.
- Maintains files in an organized and accessible manner by updating information, purging files on a regular basis and creating new filing systems as needed.
- Establishes and maintains good customer service and positive communication with administration, staff, students, parents and community.
- Performs all duties with quality, efficiency and dedication to the Academy and its management.
- Performs other duties as may be assigned by the Principal or HES President or her/his designee.
- Keeps the Principal and HES President informed of issues and concerns.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts
- Participates in school committees that contribute to a positive learning environment.

SAFETY LEGISLATION:

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APPROVALS:

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EXCLUSIONS:

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SKILLS/EXPERIENCE:

- Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism and time management skills
- Knowledge of Food Service Program requirements and experienced leadership Skills

EDUCATION/TRAINING:

• High School Diploma or Equivalent and Food Handlers Permit (as may be required by the local Health Department)

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee is required to perform the functions by sitting, standing and/or walking for extended periods of time. The position requires physical exertion to manually move, lift, carry, pull, or push objects up to 75 pounds in addition to stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Coordinator of Special Programs	Department: Instructional Administration	
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)	

BASIC FUNCTION:

Assists, coaches and supports the Special Education Programs at the Academies by providing instructional support to students and staff of Special Education Program to ensure effective individualized instructional services within the department, to enhance the teaching and learning environment and achievement based on students Individualized Educational Plans (IEP's) and best practices, and to ensure compliance with the law.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- · Assists and recommends changes and improvements to enhance the Special Needs Programs.
- Assists in the implementation of proactive, individualized instruction and services to accelerate the students' comprehension and to aid students in acquiring lacking skills.
- Integrates assistive technology as may be necessary per the students IEP's and provides staff with the most effective strategies and approaches to comply with the individualized IEP's goals and objectives.
- Collaborates with core subject teams, coaches, leaders, teachers, and the ACP program staff to implement best practices for effective instruction.
- Assists with student schedules and attends IEP meetings and Parent-Teacher Conferences for the department.
- Provides support to ensure timely IEP updates, and compliance with IDEA and other State and Federal requirements.
- Recommends requisitions and keeps inventory of supplies and equipment for the Special Education Department.
- Develop and implement monthly reporting system for special education that includes regular updates on annual benchmarks, testing and compliance goals, opening and closing classes, program development, roster forecasting and compliance issues

SUPERVISION AND IMPLEMENTATION

- Reviews and provides coaching with lesson plans, daily activities on an ongoing basis as may be needed for effective special needs services.
- Assists and provides support in Special Education scheduling for compliance, effectiveness and accountability.
- Assists in making recommendations for materials and resources to the Special Education staff as may be needed.
- Coaches the staff in effectively addressing students' discipline and the implementation of the classroom and school discipline policies related to the department.
- Conducts walkthroughs and observations for effective coaching of staff, open communication, and effective instruction in the best interests of students
- Train all members of site special education identification and evaluation teams on effective instructional strategies and team management and monitor team progress.
- Work with all site administrators and School Improvement teams to create, implement and maintain effective special education programs.
- Plan, coordinate and implement mentoring and support program for all special education personnel to meet expectations.
- Provide leadership for training of all special education personnel on legal mandates, effective IEP preparation and effective instructional programs and /or strategies.
- Create, implement and monitor a districtwide system to ensure timely and accurate completion and logging of IEPs into computerized databases.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOS)

- Contributes to the SIP and meeting AYP requirements by enhancing Special Education students' skills.
- Assists in maintaining accurate records of department meetings, training sessions, workshops and all PLOs activities.
- Attends staff meetings, training sessions, school events and activities as may be directed or assigned by supervisor.
- Assists in coordinating and facilitating Special Education Departments meetings and training sessions.
- Assists in planning, organizing, and recommending training programs and scheduling of training sessions
- Assists in coordinating and implementing an incentive program to positively impact student learning and expected progress.
- Attends professional learning opportunities and uses knowledge gained to train and coach staff and foster professional growth.

RESULTS AND DATA MANAGEMENT

- · Assists in making data-informed improvements by analyzing standardized and departmental test results
- Assists in the coordination of an effective Special Education Program as evidenced by the various summative and formative assessment data.
- Coordinates and implements an effective incentive program based on student data and results to celebrate successes.
- Documents all academic activities and re-evaluates their effectiveness.
- Maintain, collect and report all data required by the Michigan Department of Education of the critical elements mandated of every school district special programs department

- Assists in creating and maintaining an accurate and organized system for timely documenting and communicating school and department expectations.
- Accurately and timely completes and submits all required reports per specifications.

- Establishes and maintains completed planners, workshop attendance and school visits in order to ensure equality of opportunity and identify
 ongoing needs.
- Timely and accurately prepares and submits any documentation required for authorization and evaluation.
- Assists in the planning, development and implementation of the ACP and summer programs to ensure alignment with the school academic
 programs and student needs.
- Documents all workshop attendance and school visits to ensure equality of opportunity and identify ongoing needs

- Assists in serving as a liaison with social, professional, civic, volunteer, and other community agencies including groups having an interest in the school within the department.
- Follows an organizational system for documenting and communicating student progress and concerns. (Parent Communication Log)
- Sets up systems for communication and collaboration among all staff members involved in implementing special programs.
- Assists in publishing articles pertaining to the program in school newsletter and on the school web site.
- Responds, applies and circulates all relevant information received for Special Education.
- Promotes and models a cooperative interaction of the entire professional staff, parents, students, and community members in the implementation of the Special Education Program, across all schools as necessary.
- Performs other duties as may be assigned by the Principal, the Superintendent and HES President or her/his designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

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EXCLUSIONS:

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CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills and thorough knowledge of Michigan Core Curriculum and Special Education laws, guidelines and requirements.

EDUCATION/TRAINING:

- Minimum of Master's degree in Special Education or related field or an equivalent combination of education and experience.
- Must have School Administration Certification or be enrolled in an accredited program in which a School Administrator Certification will be attained within 3 years
- Thorough knowledge of Michigan Core Curriculum and special needs program.
- A minimum of three years teaching experience in an educational setting.
- Must comply with all applicable laws related to the Administrator's certificate as may be required by MDE.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting, standing and/or walking for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Coordinator of Tutorial, ESL and Title III Programs	Department: Non-Instruction Administration
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Principal, to oversee and direct all aspects of the Tutorial and ESL Programs at the Academy, by providing proper instruction and supervision for staff and students in need of tutorial services and acceleration in the English language acquisition based on the same principle of individualized instruction.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Serves as the educational leader for students in need of Tutorial and ESL programs and staff by developing, supervising, and evaluating the Academy's instructional programs including the evaluation of tutorial staff.
- Participates in department improvement plans by sharing ideas and input to enhance services and programs and recommends changes and improvements as may be needed, including the formulation of curriculum objectives and the selection, development, and revision of curriculum materials.
- Participates in the development and implementation of the before and after school programs.
- Plans, evaluates, and recommends programs, policies, goals and objectives in area of responsibility.
- Reviews all curriculum guides and materials in the Tutorial and ESL Program Department ensuring they are aligned with State and National standards and ready for distribution to instructional support staff, parents, etc.
- Develops student and staff schedules in a manner that is most conducive to learning with focus on student achievement.
- Oversees the implementation of Title III programs in compliance with all applicable policies and guidelines
- Plans and implements school activities that are aligned with the School Improvement Plan (SIP) for all stakeholders.
- Coordinates the teacher-substitute program and maintains records of the departments' staff attendance.
- Supervises and provides leadership support to the Substitute Teachers and Paraprofessionals.

SUPERVISION AND IMPLEMENTATION

- Supervises inventories of textbooks and other educational materials and recommends requisitions for the department.
- Monitors and oversees the daily operation of the Tutorial and ESL program classrooms and/or subjects, and supervises the scheduling of the tutorial program staff.
- Monitors the progress of all assessments and develops, communicates, and oversees implementation of strategies for improvement by instructional staff.
- · Assists in the administration of Title III budget in compliance with Federal, State and local guidelines
- Reviews Tutorial and ESL lesson plans provided by teachers on a weekly and/or daily basis.
- Observes, provides guidance and supervision of assigned colleagues and participates in the formal evaluation process.
- Ensures that all requirements of program and procedures are carried out properly/deadlines are met.
- Supervises students during passing time, lunch, recess, arrival and dismissal if needed.
- Sets clear goals and expectations for self and staff members, and maintains professional, accountable environment.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Coordinates, participates, and oversees all educational team meetings and team activities.
- Plans, organizes, recommends and directs in-service training and development, department meetings and/or training as well as school-wide staff meetings consistent with the SIP and departmental needs
- Fosters professional growth and provides professional assistance and mentoring to staff as required and ensures training sessions, including PLOs, are completed and documented in a timely manner.
- Coordinates and attends all school meetings, activities, and training sessions as required and seeks opportunities and mentoring from designated staff for growth and professional development.
- Serves on School Improvement Plan (SIP) and Total Quality Management (TQM) Committees.

RESULTS AND DATA MANAGEMENT

- Prepares timely school reports to present to the Principal, Superintendent, and HES President, and submits such reports and records as required by law, Board Policies, and administrative directives.
- Prepares, reviews and submits reports as required for Title III compliance
- Analyzes student achievement as evidenced by grades, standardized test data, curriculum and curriculum modification and individualized instruction records within the Tutorial and ESL programs and uses results for improvement.
- Uses data to effectively impact decision-making, goal setting, planning and awarding student achievement.
- Evaluates students' academic performance in the Tutorial and ESL programs by reviewing report cards and progress reports.
- Orders testing materials and supervises the distribution and return of test documents, obtains required purchase order approvals
- Administers required standardized testing and analyzes data and uses results for improvement.
- Plans and implements department guidelines and procedures including lesson plans, communication, meetings, etc.

REPORTING AND COMPLIANCE

- Accurately completes and timely submits all required reports per specifications.
- Prepares and submits all documentation required for department authorization and evaluation.
- Establishes and maintains completed workshop attendance and school visits in order to ensure equality of opportunity and identify
 ongoing needs.
- Complies with all district, school, and department-wide policies and follows established rules/guidelines.
- Assists in the planning, development and implementation of the ACP and summer programs to ensure alignment with the school academic programs and student needs.

PROFESSIONAL QUALITIES

- Follows an organizational system for documenting and communicating student progress and concerns with stakeholders.
- Collaboratively participates in school committees including the SIP's to facilitate a more positive learning environment.
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Promotes and models a cooperative interaction of the entire professional staff, parents, students, and community members in the implementation of where applicable.
- Performs other duties as may be assigned in writing by the immediate supervisor, the Superintendent, and the HES President or her/his
 designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

- Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills
- Ability to work well in a culturally diverse setting and proficiency in the Arabic Language is a plus (Speaking, Reading, Comprehension, and Writing)
- Thorough knowledge of the Michigan Core Curriculum standards;

EDUCATION/TRAINING:

• Minimum of a Bachelor's degree in education or related field or an equivalent combination of education and experience; must have had a minimum of 3 years teaching and supervisory experience; and must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting, standing and/or walking for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Counselor	Department: Counseling
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Utilizing leadership, advocacy, and collaboration, the Academy counselor promotes student success, provides preventive services, and responds to identified student needs by implementing a comprehensive school counseling program that addresses academic, career, and personal/social development for all students.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- · Participates in department improvement plan by sharing ideas and input to enhance services and program.
- Plans academic counseling activities that are aligned with the Academy, State, National standards and individualized student needs.
- Provides instruction, team teaching, or assistance in teaching the school guidance curriculum, learning activities or units in classrooms, the career center, or other school facilities.
- Participates in interdisciplinary teams to develop and refine guidance curriculum that is integrated across the curriculum.
- Develops rapport with students to facilitate and conduct planned small group activities to respond to students' identified needs or interests.
 Such topics may include balancing friendship and responsibilities, time management, and careers, providing information, counsel and/or referrals
- Utilizes tests and other data as the basis for advising and helping students develop and review their EDPs.
- Assists students in evaluating their abilities, interest, talents, and personality characteristics in order to develop realistic, academic and career goals.
- Monitors students who are achieving a "D" or lower and devise and implements motivational strategies for students and teachers.
- Participates in Individualized Educational Programs (IEP) meetings, offering support, suggestions and resources to maximize student achievement.
- Researches, promotes, disseminates, and actively participates in assisting students with their scholarship programs, Dual enrollment, career planning and personal growth
- Counsels students and their parents on matters relating to the student's adjustment, progress, achievement and aptitude in school; plans/implements appropriates measures to address and effectively coordinate crisis situations.
- Develops student schedules in a way that maximizes students' potential consistent with the Academy's guidelines.

SUPERVISION AND IMPLEMENTATION

- Serves as student advocate and consults with parents, guardians, teachers, other educators, and community agencies regarding strategies to assist students and families.
- Provides small group or individual counseling (short and long term as needed) for students experiencing difficulties dealing with relationships, personal concerns, or normal developmental tasks to help them identify problems, causes, alternatives, and possible consequences so they can take appropriate action and provides prevention, intervention, and follow-up.
- Uses referral sources to deal with crises such as suicide ideation, violence, abuse, depression, and family difficulties. These referral
 sources may include mental health agencies, employment and training programs, juvenile services and other social and community
 services
- Collaborates with supervisor during student crises to ensure effective outcomes and positive resolutions for all parties involved.
- Trains students as peer mediators, conflict managers, tutors, and mentors to help them engage positively with each other.
- Implements a guidance curriculum through teaching/integrating individualized and group activities to further students' career, academic and social development.
- Contributes to the Academy's mission through consultation, collaboration, program coordination, and teamwork.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends school professional development training to maintain licensure and to ensure skills are updated in the areas of curriculum development, technology, and data analysis and implements new strategies.
- Conducts workshops and informational sessions for parents or guardians to address the needs of the school community and to reflect on the student school guidance curriculum.
- Assists, redirects and guides staff, students and parents, to ensure the smooth operation of the counseling program.
- Utilizes supervisor directives and stakeholder feedback to improve individual and department performance.
- Participates in PLO's where applicable and completes proper documentation of meetings.
- Plans individual goals for self-improvement, consistent with the job requirements and/or the Academy and HES needs.

RESULTS AND DATA MANAGEMENT

- Analyzes student achievement/progress and counseling program-related data to evaluate the counseling program.
- Conducts research on student activity outcomes for addressing gaps that may exist between different groups of students.
- Uses data to effectively impact decision-making, goals setting, and planning and make recommendations and improvements to the department and the Academy as needed and to ensure each student obtain educational equity and access.

- Maintains database and reports of all students assigned to counselor ensuring student transcripts and Power School reports are accurate and up-to-date.
- Shares data and their interpretation with staff and administration to ensure each student have educational equity and access.

REPORTING AND COMPLIANCE

- Creates and maintains an accurate and organized system for documenting and timely communicating school and department expectations, teacher evaluations and timely and accurately submits required reports.
- Establishes and maintains completed planners, workshop attendance and school visits.
- Complies with all the district, Academy, and department-wide policies, daily routines and guidelines.

PROFESSIONAL QUALITIES

- Demonstrates professionalism in work ethics, handling confidential information, and conflict management.
- Provides significant contributions to the Academy's mission through consultation, collaboration and program coordination.
- Coordinates school and community resources on behalf of all students and those requiring additional and unique services.
- Consults with the school social worker to provide activities designed to improve and support the emotional, behavioral, and social skills development of students.
- Flexible to work occasional evenings
- Provides classroom and community/ PTC presentations concerning a variety of topics (friendship, stress reduction or current trends.).
- Performs all duties with quality, efficiency, and dedication to the Academy and its Management.
- Performs other duties as may be assigned by the immediate supervisor, the Superintendent or her designee

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills. Experience in individual, group and family counseling with adolescents; Experience working in schools;

EDUCATION/TRAINING:

Master's Degree in School Counseling, or related field; Must be certified or certifiable in state of Michigan as a school counselor; Must comply with all applicable laws related to the State of Michigan School Administrator requirements; Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting, standing and/or walking for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Custodian	Department: Building Operations
Supervisor: Building and Facilities Operations Manager & Director of Buildings, facilities, and Transportation	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Building and Facilities Operations Manager & Director of Buildings, facilities, and Transportation, performs a variety of custodial and maintenance activities to maintain a clean, presentable and orderly condition of the school building(s).

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Maintains cleanliness and order of the school building at all times by monitoring interior and exterior of school campus including lunch areas, hallways, walkways, classrooms, restrooms, parking lots, waiting rooms and any other assigned areas.
- · Schedules days and times to conduct regular custodial inspection to ensure all areas are clean, sanitary and free from graffiti.
- Utilizes special skills and techniques required in dealing with chemicals and waste in compliance with OSHA, HES and Academy
 policies and standards
- · Participates in department improvement plan by sharing ideas and input to enhance services and program.
- Collaborates with the custodial team members to service students.
- · Categorizes priorities and demonstrates attentiveness to work schedule.
- Demonstrates flexibility in unscheduled assignments and/or placements and understands, adopts and works towards the school mission.

SUPERVISION AND IMPLEMENTATION

- Cleans the buildings and maintains it in top condition throughout the day.
- Handles all equipment and cleaning chemicals properly in accordance with SDS/MSDS, Supervisor's directives and manufacturer's instructions.
- Ensures that paper products, soap and air fresheners are always available and properly stocked.
- · Disposes trash bags and waste properly.
- · Promptly and properly cleans unexpected spills and messes and follows proper safety procedures to prevent hazardous situations
- Cleans, polishes, and sanitizes bathrooms on a daily basis and as scheduled.
- · Vacuums, dusts and cleans offices and classrooms as scheduled and when needed.
- · Cleans gymnasium, weight room and locker rooms as scheduled and when needed.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends staff meetings, activities and training sessions as required and seeks opportunities and mentoring for professional development.
- · Participates in recommended training programs, conferences, courses or professional development opportunities
- Attends all Parent- Teacher conferences, open houses, and orientations, as well as any other school events as required.
- Sets and reaches own goals for self-improvement consistent with job requirements and/or school needs.

RESULTS AND DATA MANAGEMENT

- Keeps a custodial log and documents any problems/concerns that may occur.
- Observes the higher traffic areas during the day and cleans these areas as needed
- Observes and documents certain areas in the school that are in continuous need of cleaning.

REPORTING AND COMPLIANCE

- Immediately reports any unusual circumstances, issues or observations regarding safety and compliance concerns to appropriate supervisor(s).
- Complies with all Academy, department, HES, State and local rules and guidelines concerning health and safety Follows high standards
 of sanitation and safety procedures.
- · Demonstrates professionalism in work ethics, handling confidential information and managing conflicts.
- · Demonstrates availability when needed.
- · Adheres to all established policies, procedures and code of ethics

PROFESSIONAL QUALITIES

- Provides excellent customer service and imparts positive communication with all stakeholders Establishes and maintains positive interpersonal relationships with all children, parents/guardians and fellow staff.
- Performs all duties with dedication to the Academy and its Management.
- · Performs other duties as assigned by Supervisor, Principal or HES President or her/his designee.
- · Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- · Communicates effectively and positively with staff, students and parents as needed.

• Follows an organizational system for documenting and communicating progress and concerns with stakeholders.

SAFETY LEGISLATION:

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APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

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SKILLS/EXPERIENCE:

- Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism and time management skills
- Ability to lift and manipulate heavy objects; ability to operate a variety of equipment; ability to safely perform minor maintenance procedures
- Ability to understand, follow, and enforce safety procedures

EDUCATION/TRAINING

- High School Diploma or GED preferred
- At least 1 year of work experience

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job.

Ability to lift 75 pounds, climb to high and difficult places and work at those places. Repetitive motion with wrists, hands and fingers; frequent bending, carrying, hearing, lifting and stooping; occasional climbing and crawling

Occasionally use of special clothing and protective devices. Walking and standing for extended periods of time and working outside in all types of weather.

Issued and Approved by:	Signature:
Employee Name and Title:	Signature:



Job Title: Dean of Student Affairs and Family Engagement Liaison	Department: Non-Instructional Administration
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Assists the Principal in managing all Student affairs related matters by providing for school-wide leadership in accordance with the stated mission and goals of the Academy and serves as a Liaison with students, parents, teachers to successfully address issues of concerns or areas in need of improvement and implementing strategic methods for obtaining student improvement.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVMENTS

Dean of Student Affairs

- Coordinates the development of effective discipline techniques and strategies for teachers to use in the classroom.
- Effectively develops and recommends ongoing list of community resources that are needed and useful to students and parents.
- Recommends changes to the department and procedures as needed to ensure achievement of goals and objectives.
- Collaborates with Social Worker and teachers to identify areas of needs in discipline and develop strategies for improvement.
- · Coordinates the school-wide safety program and the crisis assessment and intervention team
- Assists in coordination of staff and student mentoring program.
- Prepares the necessary classroom and hallway postings for fire exits and safety prevention.
- Prepares fire, tornado, and lockdown drill schedule and oversees its implementation
- Schedules busing and field trip as may be directed by the Principal.

Family Engagement Liaison

- Effectively assists in the formulation and implementation of policies and procedures related to parental involvement activities.
- · Coordinates the parent/family involvement and helps evaluate effectiveness through surveys, documentation of activities held, attendance sheets, etc.
- Organizes, advertises and facilitates parent meetings/events.

SUPERVISION AND IMPLEMENTATION

Dean of Student Affairs

- Supervises student discipline and oversees the implementation of the classroom and the Academy's discipline to support teachers and promote a positive learning environment
- Assists teachers in providing and promoting positive learning environment that motivates students to be active learners.
- Coordinates and properly manages the student uniform distribution and locker assignments.
- Provides students with counseling, guidance and proper supervision as needed.
- Assists in the effective monitoring the daily operation of all classrooms, subjects, and hourly attendance.
- Consults with all departments on use of equipment, fire prevention and safety program.
- Supervises students during lunch, recess, school events, safety drills, assemblies, arrival, dismissal and after-school events.

Family Engagement Liaison

- Monitors outside/community resources and programs and evaluates their effectiveness on student and parental involvement.
- Evaluates current program guidelines that are in effect to reach optimal quality and efficiency.
- Monitors the effectiveness of parental surveys, PD's, activities and communications.
- Effectively interprets and implements the rules, State and Federal regulations, and policies of the Board of Education, as they relate to assigned areas of responsibility.
- Tracks and records stakeholders' suggestions for new program and activities for possible future implementation.
- Coordinates the development of and implementation of student safety patrol, student government, and alumni programs if applicable

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends staff meetings and seminars or conferences in areas related to job responsibilities as needed.
- Assists in coordinating and conducting staff meetings related to student affairs
- Provides staff with classroom management, and behavior management workshops
- Provides staff with www.disclipinehelp.com, Core Values, and ISAFE workshops.
- Assists in staff training and development programs and schedule
- Coordinates the school discipline committee. Recommends programs and activities to improve the school discipline, safety and health of students.

RESULTS AND DATA MANAGEMENT

Dean of Student Affairs

- Tracks hourly and daily students' attendance by printing Absentee Reports periodically and following up on cases where students are suspected of cutting classes and/or excessive absenteeism.
- Tracks and monitors suspensions, time spent in the Reflection Room, as well as all other disciplinary actions.
- Encourages students referred for disciplinary actions to create an action plan and oversees its implementation. Continuously evaluates and makes recommendations to assessments and surveys.

Family Engagement Liaison

- · Works closely with all parties involved in students' affairs by constantly monitoring, evaluating and discussing progress/needs.
- Observes, records, and recommends programs/activities to parents for improving student achievement and behavior.
- Uses Data to guide decision-making, analyzes data and issues reports monthly to evaluate progress and recommends programs for improvements.

- Formulates general safety policies and procedures to be followed in the academy in compliance with local, State, and Federal OSHA rules and regulations including HES and Academy policy
- Inputs data and records of disciplinary referrals and infraction slips into the computer.
- Reports all necessary reports required by regulatory agencies to the HES Vice President and Support Center.
- Participates in the investigation and recording of accidents and injuries on Academy premises.
- Complies with all district, school, and department-wide policies and follows established rules and guidelines in daily operations
- Coordinates, maintains and submits accurate and up-to date signed handbook forms, checklists and databases as required for efficient performance of assignments

- Organizes and files all disciplinary referrals, suspension notices, and negotiation forms on a routine basis.
- Attends and assists in coordinating and directing school activities as may be directed by the Principal or Superintendent and the HES President, such
 as Parent-Teacher Conferences, open houses, orientations, PTC meetings, athletic meetings, events, etc.
- · Maintains the privacy of students and their families by keeping all cases confidential and sharing with concerned parties only.
- Maintains open communication between parents, teachers and administrators, and promptly inform parents of any concerns and/or situations involving their children.
- Backs up the Principal during her/his absence and/or as needed.
- Performs all duties with quality, efficiency, with the highest ethics, and loyalty to the School and its Management.
- Performs other duties as may be assigned by the Principal, the Superintendent, and the HES President or her designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

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SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal
communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION / TRAINING:

• Bachelor's Degree in Administration or Communications or any related field or a combination of education and experience. Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting, standing and/or for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Director of Buildings, Facilities and Transportation	Department: Building Operations
Supervisor: HES President or Designee	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the HES President, manages and maintains the school buildings and properties in order to ensure operating excellence, cleanliness, and safety within the recommended budget. Maintains school facilities operations and transportation in compliance with State and Federal guidelines and regulations as well as provide such services effectively and within available resources.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Coordinates and administers the services related to facilities planning and construction, maintenance and safety, and facilities custodial services and transportation maintenance.
- Establishes and administers schedules and procedures for the daily, on-going preventive maintenance of facilities, grounds, and equipment and routine custodial care of the facilities and grounds.
- Establishes guidelines for minor in-school repairs and emergency repairs.
- Advises school Principals on technical matters concerning projects in their schools.
- Develops documents and oversees an inspection plan for all facilities and grounds reporting the condition of the facilities in collaboration with the Superintendent.
- Develops, recommends and implements approved health and safety procedures and plans regarding openings and closings of school buildings insuring security for all staff, students, and vendor and visitors

SUPERVISION AND IMPLEMENTATION

- Coordinates and administers the services related to facilities' planning and construction, maintenance, safety, remodeling, renovation, custodial services, and transportation maintenance.
- Assigns and supervises all custodial, maintenance, and grounds personnel, contractors, or subcontractors.
- Inspects and ensures completions of tasks of maintenance and/or custodial employees and/or contractors and/or subcontractors.
- Audits and evaluates custodial and maintenance staff and provides timely, accurate and useful feedback.
- Organizes, supervises, and schedules custodial services, summer cleaning, renovation and maintenance programs including summer project work on school grounds.
- Recruit, screen, evaluate, and recommend for hire vendors, contractors, and support staff to maintain the facilities and grounds in a safe and cost effective manner.
- Arranges for necessary contracted repair and/or maintenance of all school transportation.
- Supervises the planning and construction of additions or remodeling of existing facilities.
- Maintains adequate inventory of maintenance and custodial supplies, equipment and tools.
- Negotiates and coordinates lease agreements for building support services.
- Supervises the overall system for energy management programs.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOS)

- Plans, organizes and facilitates appropriate training and development programs including resources for all custodial and maintenance personnel consistent with the requirements.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or Academy needs.
- Attends staff meetings, training and school events as required and effectively implements new strategies.
- Coordinates, holds and keep minutes of departments' staff meetings and training sessions as may be required.
- Coordinates and attends all school events and activities as may be directed, such as Parent-Teacher conferences, orientations, etc.
- Ensures timely and complete participation in and documentation of training and PLOs where applicable.

RESULTS AND DATA MANAGEMENT

- Prepares required documentation for supervisor's approval on all payments to contractors or subcontractors for work completed.
- Performs purchasing duties such as obtaining quotes, Requests For Proposals (RFPs), negotiating prices, and ensuring proper documentation of statements requesting construction, maintenance, remodeling and renovation
- Ensures custodial services are on schedule, in compliance with procedures, evaluated, maintained, reported and on budget.
- Plans, develops and oversees department budget, inventory and purchases, and current future project objectives are aligned within the established budget.
- Assists in the supervision and evaluation of staff performance focusing on student safety and ensuring accountability.

- Demonstrates availability when needed and is on call in case of emergencies that may threaten the Academy's property or equipment including transportation.
- Keeps and submits monthly reports and database to immediate supervisor of all activities of building maintenance, custodial services, and transportation maintenance.

- Adheres to all established policies, procedures and code of ethics.
- Complies with all district, Academies, department-wide policies and daily routines and guidelines.
- Channels concerns/issues related to maintenance, facility and transportation to the Superintendent/HES President.

- Follows an organizational system for documenting and communicating progress and concerns.
- Assumes other reasonable and equitable job related duties as assigned by the immediate supervisor.
- Maintains professional appearance and behaves in a manner appropriate to a public setting.
- Keeps the Superintendent and HES President informed of main issues and concerns.
- Attends to assignments punctually and considers the impact of his/her attendance on departmental and school achievement.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as may be assigned by the Superintendent and the HES President or her/his designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING:

- Minimum of a Bachelor's Degree or equivalent between experience and education.
- Minimum of five years of experience in school building maintenance and custodial services.
- Knowledge and ability to read and interpret blue prints.
- Knowledge of the building trades and applicable functions, State and Local building codes, policies and requirements.
- · Must comply with all applicable laws related to building and transportation codes and regulations
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting, standing and/or walking for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, kneeling, crawling and reaching. Must work indoors and outdoors year-round

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title :	Signature:



Job Title: Director of Data Analysis	Department: Instructional Administration
Supervisor: HES President and Assistant Superintendent	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

To provide strong leadership in the supervision of the department's functional units of program evaluation and testing and assessments in order to produce and deliver highest quality of professional services and informational products in support of the district's strategic mission and goals.

RESPONSIBILITIES:

DEPARTMENT PLANNING

- Reviews and updates weekly, monthly, quarterly, and annual plans to prepare for the next week, month, quarter, and year
- Maintains updated district documentation of evaluation methods, models and procedures.
- Ensures evaluations (educator and program) run as planned consistent with federal and state regulations.
- Assists in establishing the program evaluation for the school year (Superintendent's approval required).
- Designs needed assessments, implementation and follow-up as applicable to district and school program evaluations
- Designs and supervises the delivery of customized evaluation models as may be needed for teachers and schools.
- Monitors the student assessment programs through ongoing site visits and data and reporting monitoring to ensure proficient and timely administration of all state and district level assessments.

SUPERVISION AND IMPLEMENTATION

- Works closely with the school principals to ensure proper supervision of the activities and productivity of the program evaluations, testing, and assessments to achieve district and department goals and objectives. Serves as an internal consultant to schools and other departments regarding program evaluations, testing and assessments technical issues.
- Monitors alignment of assessments and standards as needed
- Monitors the student assessment programs to ensure proficient and timely administration of all state and district level assessments. Coordinates the integration of advanced internet technology and evaluation and assessment.
- Works closely with the supervisor and provides supervisory direction as designated, to achieve and maintain proficient and efficient district-wide testing administration, test material security and accountability.
- Works closely with the supervisor to design data collection instruments and customized assessment reports to communicate district and schools performances on state and local assessments.
- Supervises the selection and implementation of evaluation designs, evaluation activities, data analysis, results reporting and communication.
- Conducts and analyzes the results of required assessments, implementation, formative, summative and follow-up as applicable to district and school program evaluations.
- Assists with on-going efforts to improve and integrate electronically test administration, scoring and reporting at the classroom and district levels.
- Assists in item analysis studies for M-STEP, NWEA, SAT, PSAT, WIDA, SLO's and all other district assessment-tested subjects
 and identifies strengths and needs for all assessments where beneficial
- Supervises the delivery of customized evaluation models as appropriate for teachers and schools.
- Assists the Principals in reviewing and improving annually the District-wide Assessment and Testing Program.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends training sessions and conferences as may be assigned by the supervisor.
- Stays updated in the areas of Assessments, Research, and Evaluation in Education to ensure proper implementation of the assessment program, and continued compliance.
- Teaches statistical methods and databases that staff members can use to extract more information from current data.
- As applicable, provides professional and technical training for assigned staff in the areas of assessments and the tools that are used by the school and district to enhance student performance and meet the SIP and DIP goals.
- Promotes objective and professional approach to data-driven decision-making.

RESULTS AND DATA MANAGEMENT

- Ensures data security
- Submits reports in a timely manner
- Work has evidence of creativity and authenticity

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- Uses evaluation quality checklist to ensure accuracy and completeness of evaluation processes and reports.
- Maintains site visitation logs and notebooks as an integral part of the evaluation process.
- Effectively communicates the results of needs assessments, implementation, and follow-up as applicable to and as may be needed for district and school program evaluations.
- Reports findings for assessments data analysis for grants, standardized assessments, and internal data (i.e. grades, attendance, etc.)
- Assists and evaluates annually the accuracy and completeness of District Testing Schedule
- Supports the SIP and DIP teams and provides them with required data analyses and communicates findings as needed to meet the state reporting requirements for the SIP and DIP.
- Analyzes assessment data and shares with staff to help improve their instruction to close the achievement gap.

REPORTING AND COMPLIANCE

- Works with the Director of Improvement and Accountability in monitoring trends in data pertaining to and affecting the Academies Scorecard.
- Provides evaluation technical assistance to schools and other district units to meet evaluation needs as would be required by schools and grant-sponsoring agencies.
- Serves, as assigned, as liaison between the district and other external educational agencies regarding improvement opportunities and/or issues related to district/school performance and accountability.
- Maintains updated compiled reports of active and instructionally related programs and projects of schools requiring some method of evaluation.
- Completes and submits annual education reports, CRDC reports and other state required administrative evaluations.
- Ensures rosters are uploaded and ready for testing before test windows begin or otherwise.

PROFESSIONAL QUALITIES

- Works closely with schools and district administrators to share information pertinent to program or project evaluations.
- Follows an organizational system for documenting and communicating student progress and concerns.
- Maintains confidentiality and security of data and findings.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts.
- Promotes objective and professional approach to data-driven decision-making to serve the best interests of students.
- Assists in preparing communications regarding data from evaluations for parents and/or community members' stakeholders as directed by supervisor.
- Performs all duties with quality, efficiency and dedication consistent with the Academies and HES mission and vision.
- Performs other duties as may be assigned by the immediate supervisor, the HES President/Superintendent or her designee

SAFETY LEGISLATION:

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APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

 Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, Advanced computer literacy, keyboard skills, and time management skills

EDUCATION/TRAINING

- Minimum Master's Degree in Education in any of the following: Evaluation and Research, School Assessments and Evaluations, Curriculum and Instruction or an equivalent in a related field.
- Minimum of three years of experience or training in education and school administration; or equivalent combination of education and experience.
- Must be a Certified Teacher and have 3 years teaching experience in the State of Michigan.

PHYSICAL DEMANDS

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved By: Name and Title:	Signature:
Employee Name and Title:	Signature:

Hamadeh Educational Services, Inc. is an Equal Opportunity Employer.

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Job Title: Director of Food Services Program	Department: Food Services
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Manages and oversees all aspects of the Food Services Program at the Academies in a manner that is efficient and in line with the district's guidelines, procedures and nutrition policies.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Prepares and plans school-meal menus to meet the USDA nutritional requirements.
- Plans and oversees preparation and cooking of meals following established protocols and guidelines.
- Adheres to sanitation and safety procedures as stated in the Michigan Food Code, HACCP guidelines and all standard food preparation and kitchen operations procedures.
- Plans and prepares alternative menus for students with special needs, in accordance to their medical care provider's recommendations and in collaboration with the parents.
- Places orders for all necessary food services supplies and products.
- Coordinates all school functions involving food service with the Academy Principal.
- Handles free and reduced lunch applications, MOR cooperative, prepares food service bids and oversees Request For Proposal (RFP) process.
- Maintains an organized food service calendar.
- Participates in department improvement planning by sharing ideas and input to enhance service and programs.
- Effectively manages and supervises staff by establishing a environment of accountability and promoting performance that takes into consideration the best interests of the students and Academy.

SUPERVISION AND IMPLEMENTATION

- Supervises and manages all food preparation and line service.
- · Supervises, trains and evaluates assigned lunch server staff
- Supervises student lunch service consistent with the school policies and guidelines.
- Observes and assesses student's preferences, to continuously improve the Food Service Program
- Monitors lunch equipment and facility use and coordinates maintenance and repairs with the appropriate school personnel.
- Coordinates special events with the HES President, Principals and/or other key personnel.

PROFESSIONAL LEARNING OPPORTUNITIES

- Participates in recommended training programs, conferences, courses or other aspects of professional growth.
- Attends all Parent—Teacher Conferences, open houses, and orientations, as well as any other school events as directed by supervisor.
- Attends meetings, activities, training programs, conferences, seminars, workshops (MDE, MOR), and courses (Servsafe certification class)
 as required and effectively implements new strategies.
- Demonstrates self-motivation for improving own techniques, reflections and effectiveness based on stakeholder input.
- Awards and promotes staff progress as evidenced by staff's satisfaction and awards.

RESULTS AND DATA MANAGEMENT

- Conducts student/parent surveys and utilizes the resulting data to make improvements to the Food Service Program.
- Performs self-evaluation and department assessment to ensure efficiency and effectiveness of the Food Service Program and redirects staff
 to ensure accountability and compliance with the employment policies.
- Collects and analyzes data in providing guidance towards decision makings.
- · Conducts Power School lunch data counts.
- Manages Food Services Department budget, purchases and fees as evidenced by program savings.
- Manages all aspects of Food Service Program in compliance with code of ethics, State, local, MDE requirements/regulations and health and safety guidelines.
- Collects and reports all lunch money and files reimbursements with MEIS.

- Ensures quality meals are served to all students while overseeing all aspects of the food service operations.
- Completes and submits all reports concerning lunch program including daily production records, monthly reports, and yearly reports due to MDE, CNAP, MEIS in a timely manner per specifications.
- Prepares year end reports, monthly-internal reporting, on-site reviews, snack reviews, and free-reduced meals applications in a timely
 manner per specifications.
- Complies with HES, Academy, department, district, State and local policies and guidelines concerning health and safety on daily routines.
- Manages all aspects of Food Service Program in compliance with MDE requirements and regulations.

- Maintains compliance with audit reports and funding reimbursement requirements.
- Collects and reports all lunch money per school and HES money handling policy.
- Adheres to all established policies, procedures and code of ethics.

- Cancels lunch and/or deliveries when required and during school closings.
- Develops effective methods of managing, compiling, organizing and tracking department documentation of student records in an organized and accessible manner.
- Maintains an organized food service calendar and documentation.
- Provides and maintains excellent customer service and positive communication with administration, staff, students, parents and community.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the Principal or HES President or her/his designee.
- Keeps the Principal and HES President informed of issues and concerns.
- Demonstrates professionalism in work ethics, handling confidential information including collaborating with Supervisor and Administration in managing conflicts within the department.
- Participates in school committees that contribute to a positive learning environment.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

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SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills, knowledge of Food Service Program requirements, and leadership skills

EDUCATION/TRAINING:

• High School Diploma or Equivalent and Food Handlers Permit (as may be required by the local Health Department)

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Requires prolonged standing; physical exertion to manually move, lift, carry, pull or push heavy objects or materials up to 75 pounds at a time; stooping, bending and reaching; daily repetitive motion with hands and arms in food preparation and serving. Requires regular crouching occurs to retrieve items from lower shelves; regular reaching occurs to retrieve utensils and food items from storage shelves. Must be able to work in a noisy environment and must be able to work in and around fumes and odors.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Director of Instructional Improvement	Department: Instructional Administration
Supervisor: Superintendent and HES President	Employer: Hamadeh Educational Services, Inc. (HES)

BASIC FUNCTION:

To provide instructional support and leadership in the implementation and delivery of mentoring and coaching services to produce and deliver the highest quality of professional services and to enhance students' achievement in support of HES and the district's strategic mission and goals.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Develops Professional Developments (PD) and/or interventions with teachers, instructional and support administrators to maximize teachers' potential.
- Works collaboratively with other team members on curriculum and instructional planning, department planning and will accept and act upon feedback from supervisor.
- Collaborates with administrators and teachers to ensure the proper implementation of the Academy's assessment program (Standardized and other types of assessments.)
- Trains instructional staff to develop and implement instructional strategies that target student needs and enhance student achievement.
- Provides mentoring, coaching, and direction to the ESL Program Implementation Coordinator, Early Childhood Specialist, and Coordinator of Special Programs to increase productivity and efficiency.

SUPERVISION AND IMPLEMENTATION

- Plans the activities and productivity of the staff mentoring and coaching programs to achieve district and department goals.
- Serves as an internal consultant to the academies regarding staff mentoring and coaching programs, and makes recommendations for improvements as needed to meet the academies' goals and objectives.
- Provides high-level support to the Principals by assisting in various means including observations, and walk-through.
- Serves as a resource to the school improvement committee and works with the Academy administrators to develop, implement and evaluate the Academy's continuous improvement plan.
- Collaborates with the Principals and the Director of Improvement and Accountability (DIA) in the development, review and implementation of the School Improvement Plan (SIP) including the Professional Development Plan (PDP) as relevant to areas of responsibility.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Advises building PD SIP committees as may be needed.
- Trains, personnel assigned to area of responsibility.
- Conducts a program of supplemental in-service education for assigned personnel.
- Plans, provides, or facilitates appropriate training and resources for staff on mentoring and coaching.
- Participates in staff meetings as necessary, to the support implementations of the supplemental mentoring program.

RESULTS AND DATA MANAGEMENT

- Evaluates staff mentoring and coaching programs and reports findings to the Superintendent and HES President, making recommendations for improvement as applicable to meet the Academies' goals as defined in the SIP.
- Reviews research that pertains to best practices and changes in legislation and keeps the supervisor abreast of the new changes and requirements and makes recommendations to ensure compliance with the updates.
- Reviews the local and state student assessment program for the academies and recommends programs and strategies designed to enhance instruction delivery methods in order to improve student performance.

- Keeps the Superintendent and HES President informed of issues and concerns in areas of responsibility.
- Creates and maintains an accurate and organized system for documenting and communicating school and subject expectations
- Accurately completes and submits in a timely manner all required reports per specifications.

• Develops presentations for Superintendent on results for evaluation and reporting purposes.

PROFESSIONAL QUALITIES

- Participates in school committees that contribute to a positive learning environment.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts.
- Promotes objective and professional approach to data-driven decision-making.
- Establishes and maintains positive interpersonal relationships with all children, parents/guardians, and fellow staff.
- Assists in preparing communications for parents, staff and/or community members as may be required.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the Superintendent and HES President or her/his designee.

SAFETY LEGISLATION:

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APPROVALS:

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EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

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SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND EXPERIENCE:

- Minimum Master's Degree in Education in any of the following: School Assessments and Evaluations, Curriculum and Instruction or an equivalent in a related field.
- Minimum of three years of experience or training in education and school administration; or equivalent combination of education and experience.
- Must have School Administration Certification or be enrolled in and accredited program in which a School Administrator Certification will be attained within 3 years.
- Must comply with all applicable laws related to the State of Michigan School Administrator requirements.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employees Name and Title:	Signature:



Job Title: Director of Staff Mentoring and Coaching	Department: Instructional Administration
Supervisor: HES President	Employer: Hamadeh Educational Services, Inc. (HES)

BASIC FUNCTION:

To provide strong leadership in the development and implementation of the supplemental mentoring and coaching program for the instructional staff to develop and deliver highest quality of professional services and to enhance student achievement in alignment with the HES Pillars and the Districts' School Improvement Plan (SIP) and the District Improvement Plan (DIP) mission and vision.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS:

- Reviews instructional staff evaluations and collaborates with the teachers and instructional administrators, and provides them with feedback to enhance their understanding of the evaluation tools' elements and standards in order to improve their performance and student achievement.
- Develops professional development activities and/or interventions to support teachers and instructional administrators to maximize their potential.
- Trains instructional staff to develop and implement instructional strategies that target student needs and enhance student achievement.
- Collaborates with HES and Academies' instructional leaders to ensure the completion of district and school-wide professional development plan aligned with HES mission and vision and the academies' SIP and DIP.
- Collaborates in formulating and implementing customized mentoring and coaching activities that meet the specific needs of instructional staff to enhance student achievement.
- Responsible for the development of the department strategic plan aligned with the HES Pillars and Academies' SIP and DIP mission and vision.

IMPLEMENTATION OF SUPPLEMENTAL COACHING AND MENTORING:

- Plans and monitors the mentoring and coaching of instructional staff to achieve district and department goals.
- Serves as an internal consultant to the academies regarding staff mentoring and coaching programs, and makes recommendations for improvements as needed to meet the academies' goals and objectives.
- Provides high-level support and guidance to ensure effective instructional staff evaluations thru various means including effective formal and informal observations, walk-throughs, and evaluations.
- Collaborates with the Principals and HES President and Assistant Superintendent in the development, review and implementation of the SIP and DIP as relevant to the areas of responsibility.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs):

- Advises Academies' Supplemental Professional Development (SPD) teams on the SIT (School Improvement Team) as may be needed.
- Trains Academies' instructional staff in the areas of responsibility.
- Plans and attends research-based and best practice professional developments (PDs) for the professional refinement in developing own performance effectiveness in the areas of responsibilities.
- Participates in meetings of the instructional staff, as are necessary, to support the implementation of the supplemental mentoring program, and the areas of responsibilities.
- Reviews research that pertains to the best practices and changes in legislation and keeps the supervisor abreast of the new changes and requirements and makes recommendations to ensure compliance with the changes in the areas of responsibilities.

RESULTS AND DATA MANAGEMENT:

- Evaluates staff mentoring and coaching programs and reports findings to the HES President and/or HES Vice President.
- Recommends areas for improvement as applicable to meet the Academies' goals as defined in the SIP and the DIP.
- Reviews the local and state student assessment program for the academies and recommends programs and strategies designed to enhance instruction delivery methods in order to improve student performance.
- Mentors the Principals on the supervision and evaluation of teachers' performance with the focus on student achievement and ensuring
 instructional staff accountability.
- Analyzes instructional staff evaluation results and recommends improvements to Academies' leaders to enhance the professional performance of their instructional staff.

- Keeps the HES President and HES Vice President informed of main issues and concerns in areas of responsibility
- Develops presentations for HES President and HES Vicw President on results of program review for evaluation and reporting purposes.
- Prepares written reports including developing recommendations for corrective action and presents reports and recommendations to HES
 President and HES Vice President, as applicable.

- Collaborates with school principals and Human Resource Department to ensure compliance and fidelity of instructional staff evaluation and mentoring.
- Works closely with school principals and district administrators to secure relationships and to commonly share information pertinent to program or project evaluations.

- Demonstrates professionalism in work ethics, handling confidential information, and managing conflicts.
- Promotes objective and professional approach to data-driven decision-making.
- Plans, prepares and keeps pertinent documentation of necessary and relevant communications as may be needed.
- Performs all duties with quality, efficiency and dedication to the Schools and HES.
- Performs other duties as may be assigned by the HES President or designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND EXPERIENCE:

- Minimum Master's Degree in Education in any of the following: School Assessments and Evaluations, Curriculum and Instruction or an
 equivalent in a related field.
- Minimum three years' experience or training in education and school administration; or equivalent combination of education and experience.
- Must have School Administration Certification or be enrolled in and accredited program in which a School Administrator Certification will be attained within 3 years
- Must comply with all applicable laws related to the State of Michigan School Administrator requirements.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title :	Signature:
Employees Name and Title:	Signature:



Job Title: Director of Talent Acquisition	Department: Human Resources (HR)
Supervisor: President/HES Vice President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the HES President or her/his delegate or HES Vice President (VP) oversees and maintains all aspects of talent acquisition and recruitment.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Recruits, interviews and hires qualified and needed staff for HES and its academies under the direction of the Supervisor, HES President and Vice President.
- Coordinates the overall HR Recruitment process including attending job fairs and the careful selection of prospective employees.
- Ensures the Talent Acquisition department adheres to established recruitment policies and procedures.
- Manages external recruitment postings and advertisements as needed.
- Oversees new staff qualifications including teachers, teacher substitutes, paraprofessionals, food service handlers, bus drivers, administrators, etc.
- Assists with establishing new employee procedures, Operations & Procedure Manual updates and distribution of changes.
- Maintains a wide range of recruitment poll and databases and makes recruitment and selection recommendations to the Supervisor, HES
 President and Vice President.
- Coordinates external job announcements and assists with internal announcements and related procedures. Coordinates department
 improvement plans in alignment with HES and its Academies' School Improvement Plan (SIP), HES mission and vision, by sharing ideas
 and input to enhance services and program.

SUPERVISION AND IMPLEMENTATION

- Works in conjunction with the Supervisor regarding evaluation of Talent Acquisition staff.
- Oversees, prepares, processes, and maintains new employee application process and personnel records to maintain compliance and ensuring all onboarding documents are received
- Evaluates and recommends Talent Acquisition staff development needs.
- Reviews and coordinates Talent Acquisition staff incentive and appreciation programs.
- Applies innovative and effective methods to increase productivity and performance within the Talent Acquisition Department.
- Reviews, observes, evaluates and redirects the Talent Acquisition staff and leads their improvement plan for more effectiveness.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends and/or coordinates meetings, activities and training sessions, as may be needed.
- Seeks opportunities and mentoring from designated staff for growth and professional development.
- Performs self-professional development to increase productivity and performance
- Plans personal development goals to be consistent with and supportive of job requirements and HES Academy needs
- Ensures timely and complete participation in and documentation of training sessions including PLOs as needed.

RESULTS AND DATA MANAGEMENT

- Oversees absentee records of department staff to include recording hours and notifying management of time away from work.
- Oversees the school schedule for compliance consistently with staff qualifications.
- Ensures Talent Acquisition employee procedures and policies are clear, documented, communicated and implemented.
- Ensures all position openings and vacancies are timely filled with qualified candidates that are a good fit to the organization.
- Ensures new hire announcements are conducted in a timely manner. Completes and oversees all new hire employment verification forms, recommendations, various documentation and correspondence.
- Prepares, compiles, and maintains new hire information for quarter/annual personnel reports and disseminates it to the HR department.

- Completes and administers reporting and compliance requirements regarding new staff qualifications to the Supervisor, HES President and Vice President
- Provides documentation for permits and licenses to Supervisor, HR Director, HES President and Vice President as needed and notifies new staff in writing of all the procedures and requirements to maintain employment and compliance.
- Ensures new staff training and certification are current and aligned with guidelines and policies.

- Complies with all HES and District, school, department-wide policies, daily routines and State and Federal guidelines.
- Completes and timely submits all required reports and communication per specifications to Supervisor, HES President and Vice President
- Reports issues and concerns to Supervisor and HES President and Vice President.
- Demonstrates availability and flexibility in unscheduled assignments, understands, adopts, and works consistently with HES mission.

- Complies with all District, school, and departmental policies; upholds the employment and FERPA, confidentiality and proper daily
 operations.
- Follows a detailed organizational system for documenting and communicating progress and concerns.
- Represents the best possible impression of our organization when interacting with the community, prospective employees, current
 employees, and other industry professionals.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Collaborates with Supervisor, HES President and Vice President on issues and concerns as they arise in the best interest of HES and the Academies.
- Performs other duties as may be assigned by the Supervisor.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING:

- Minimum a Bachelor's Degree in Human Resources or related field or an equivalent combination of education and experience.
- Thorough understanding of Michigan Human Resource regulations and requirements
- A minimum of three years professional experience in Human Resources and/or supervision
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: District Coordinator of the Arabic Language	
Program	Department: Instructional Administration
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION: Serves as the department' instructional leader and guide, coordinates, develops and supervises the implementation of the Arabic Language Programs consistent with the Academy, State, and National foreign language and common core standards, as well as the Academy's mission and vision.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Coordinates the development of the Arabic language curriculum across all HES Academies in alignment with the Academy, State and National standards for Arabic Languages.
- Assists in the coordination, preparation, and purchase of the departments' curriculum materials and resources for Pre-K-12 education.
- Collaborates with the department's instructional teachers to plan and implement units that best meet the learning needs of students.
- Coaches and evaluates the departmental staff to ensure optimal performance and that best delivery of instruction via the monitoring of and the completion of responsibilities.
- Monitors latest research, trends, and developments in curriculum and instruction, and disseminates such information to appropriate
 personnel with intent of providing philosophical direction to curriculum development.
- Directs academic contests and activities for department fairs and events.

SUPERVISION AND IMPLEMENTATION

- Provides guidance and develops resources and activities that enhance the effectiveness of the learning experience within the department.
- Conducts weekly review of lesson plans and monitor the implementation of the curriculum, as well as the student learning and progress.
- Monitors, supervises, and evaluates the Arabic language instruction, teachers, and the implementation of programming, lesson plans, grade books, and attendance records.
- Ensures that essential agreements are formulated for assessment and for teaching and learning language.
- Assists in the recruitment of qualified personnel and recommends hiring, dismissal, and transfer of personnel.
- Sets clear goals and expectations for self and staff members and maintains professional accountable environment.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Coordinates the teacher-mentoring program within the department.
- Provides teachers with training individually or by groups as needed in Understanding by Design, as a strategy to increase student understanding of the information they are learning.
- Recommends, directs and/or coordinates in-services by curriculum and instructional technology vendors or subcontractors.
- Coordinates staff meetings as needed, as well as attend other staff meetings or school events as may be required.

RESULTS AND DATA MANAGEMENT

- Assists the Principal and teachers in foreign language testing proficiency/standardized testing and other student evaluation methods.
- Assists with the coordination of the School Improvement Plan (SIP) and the academic accreditation process.
- Collects data, and establishes improvement plans based on the standardized and other test results
- Develops and supports a process of proper review of student levels and ensures proper grouping of students based on their performance and assessment results, as well as sharing them with students, staff and parents.
- Collects data, establishes improvement plans based on the standardized and other test results to provide guidance, and develops resources
 and activities that enhance effectiveness.

REPORTING AND COMPLIANCE

- Accurately completes and submits in a timely manner all required reports per specifications.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts.
- Serves on SIP Committee.
- Establishes and maintains completed planners, workshop attendance, and school visits in order to ensure equality of opportunity and identify ongoing needs.
- Conducts effective teacher evaluations and creates and maintains an accurate and organized system for documenting and communicating school and department expectations.
- · Prepares and submits all documentation required for Arabic Department authorization and evaluation as needed.

PROFESSIONAL QUALITIES

• Translates communication to disseminate necessary information to parents and community in the Arabic Language.

- Provides community support and student services for the department to enhance student learning and parental participation.
- Establishes and maintains positive interpersonal relationships with students, parents/guardians, and fellow staff.
- · Demonstrates flexibility and availability when needed
- · Performs all duties with quality, efficiency and dedication to the Academy and its Management
- Performs other duties as may be deemed necessary by the Principal and HES President.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities requiring supervisor's review must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include authority to hire and/or fire. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary Information").

SKILLS/EXPERIENCE:

- Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills
- Proficiency in the Arabic Language (Speaking, Reading, Comprehension, and Writing)
- Thorough knowledge of Foreign Language Standards.
- A minimum of three years professional experience in an educational setting.
- Ability to work well in culturally diverse setting

EDUCATION/TRAINING:

- Minimum of a Bachelor's Degree in Education or related field or an equivalent combination of education and experience.
- Must have School Administration Certification or be enrolled in and accredited program in which a School Administrator Certification will be attained within 3 years.
- A minimum of three years teaching and supervisory experience
- Must comply with all applicable laws related to the Administrator's Certificate.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting, standing and/or walking for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Early Childhood Associate Teacher	Department: Academic – Instruction
Supervisor: Early Childhood Specialist	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the Lead Pre-K teacher and the Early Childhood Specialist, assists in the smooth and efficient operation of the Pre-K classroom in a team teaching model and assists with implementing curriculum, child assessments, home visits, and supporting parent engagement activities.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists the classroom teacher in creating an orderly classroom environment conducive to learning and appropriate to the appropriate developmental levels of the Pre-K students.
- Partners with the classroom teacher to proactively plan and deliver effective large group, individual and small group instructional activities to that are consistent with students' developmental levels, interests and abilities.
- In Collaboration with the Lead Pre-K teacher to create lesson plans and maintains a detailed documentation as may be required.
- Collaborates with Lead Pre-K teacher with common goals to increase student development.
- Reports to duties on time and contributes to effectively ensuring student safety, orderly behavior and maintaining classroom routines.
- Performs job duties to support student development consistent with the job description.

SUPERVISION AND IMPLEMENTATION

- Collaborates with the Lead Pre-K teacher to effectively implement lesson plans consistent with the needs and abilities of students
- Assists with snack time, meal time, rest time, transitions, physical activities and indoor and outdoor activities
- Handles confidential/sensitive information appropriately.
- Uses appropriate interventions when responding to student behaviors.
- Enforces the Academy's Pre-K student discipline policies clearly and consistently.
- Insures that Adult to student ratios are continually maintained

PROFESSIONAL LEARNING OPPORTUNITIES

- Performs routine self-evaluation to identify areas of strengths and needs and seeks ways to improve and enhance work related skills.
- Attends meetings, conferences, courses and other training sessions as may be needed for professional growth and development and effectively implements new strategies.
- Ensures timely and complete participation in and documentation of training and PLOs where applicable.
- Attends all parent- teacher conferences, open houses, and orientations, as well as any other school events as required.
- Utilizes supervisor's directives and stakeholder feedback to improve performance.
- Sets and reaches own goals for self-improvement consistent with the job requirements and/or Academy needs.

RESULTS AND DATA MANAGEMENT

- Maintains and updates student files and documentation per GSRP and Academy requirements.
- Evaluates student progress review of child assessment data and provides feedback to Lead Pre-K teacher on recommendations best suited for student.
- Tracks students' developmental progress and evaluates growth improvements as indicated by GSRP and curriculum guidelines.
- Uses data to inform decision-making; analyzes disciplinary data; evaluates progress; recommends programs for improvements; awards progress and achievement.
- Ensures lessons are effectively followed and student achievement is evident.

- Accurately completes and timely submits all required paperwork and up-to-date reports per specifications including records of individualized student activities.
- Demonstrates positive support to the School Improvement Plan (SIP). Documents students' progress and achievement in daily interactions.
- Complies with all Academy and department-wide policies, daily routines and guidelines.
- Collaboratively participates in Academy committees that contribute to a positive learning environment.

- Maintains good customer service and positive communication with all students, parents and stakeholders.
- Fosters teamwork and demonstrates flexibility as to unscheduled assignments and/or placements and understands and works towards the Academy's mission.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Follows an organizational system for documenting and communicating student progress and concerns.
- Performs all duties with quality, efficiency and commitment consistent with the Academy's mission.
- Performs other duties as may be assigned in writing by the Supervisor, Principal and Superintendent or her designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the Chief Operating Officer, HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING:

- Must have a valid CDA or Associates Degree in Early Childhood Education or Child Development from one or more regionally accredited two- or four-year colleges or universities (Accredited by either a regional accrediting agency or by the National Council for the Accreditation of Teacher Education (NCATE) or an existing MDE 120 hour approval
- Official Transcripts must be provided. Transcripts from a foreign University must be evaluated by an MDE accredited evaluation entity for US credit/degree equivalency.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching. Ability to work indoors and outdoors year round

Issued and Approved By: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Early Childhood Specialist	Department: School Administration
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Principal, serves as a consultant/resource person as well as an instructor of the early childhood students and facilitates appropriate instruction and effective intervention strategies to maximize students' potential and achievement.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Serves as the coordinator for the Early Childhood department.
- Serves as an instructional resource for students and staff in the Pre-K Program and assists with the Kindergarten Program by developing, supervising and evaluating the early childhood instructional programs.
- · Assists in coordinating the development of the Early Childhood Program curriculum in alignment with the Michigan standards of early childhood.
- Recommends changes and improvements as may be needed, including the formulation of curriculum objectives and the selection, development and revision of curriculum materials.
- Collaborates with teachers to plan and implement units that best meet the learning needs of students.
- Plans, processes purchases for the early childhood department, and tracks expenditures consistent with the budget.

SUPERVISION AND IMPLEMENTATION

- · Assists in monitoring and overseeing the daily operation of the Early Childhood Program classrooms and subjects.
- Provides for mentoring of the teachers and paraprofessionals in the Early Childhood Program to ensure effective academic program implementation as needed.
- Schedules, facilitates and conducts student home visits, parent/teacher conferences, and maintenance of the classroom assessment toolkit (Creative Curriculum).
- Supervises and evaluates staff performance focusing on student achievement and ensuring accountability.
- Provides students with counseling, guidance and proper supervision as needed.
- Plans, coordinates, prepares, and processes purchases of curriculum materials, resources, and other necessary needs for Pre-K and keeps track of all
 expenditures consistent with the approved budget.
- Recommends requisitions of adequate supplies, resources and equipment.
- Plans academic contests, activities, and concerts, fairs, and parents events.

PROFESSIONAL LEARNING OPPORTUNITIES

- Coordinates, participates, and oversees all educational team meetings and team activities.
- Plans, organizes, recommends and directs in-service training and development including determining training needs, programs and schedules.
- Provides teachers with training individually or by groups as needed in "Understanding by Design" as a strategy to increase student understanding of the information they are learning.
- Fosters professional growth and provides professional assistance and mentoring to staff as may be needed.
- Attends staff meetings and training sessions as may be needed
- Plans and conducts department meetings and/or training as well as school-wide staff meetings and trainings when required.
- Coordinates and attends all school events and activities as may be directed, such as Parent-Teacher Conferences, Open Houses, Orientations, and PTC Meetings.
- Serves on School Improvement Plan (SIP) and Total Quality Management (TQM) committees.

RESULTS AND DATA MANAGEMENT

- · Analyzes data within the Pre-K and Kindergarten Programs and uses results for improvement.
- Evaluates students' performance in Pre-K by reviewing report cards, progress reports and the results of formative and summative assessments.
- Develops, recommends, and administers the department budget.
- Monitors latest research, trends and developments in curriculum and instruction and disseminates information to the appropriate personnel with intent of providing philosophical direction to curriculum development.
- Submits reports and records needed and as required by law, Board policies, and administrative directives.

- Prepares, submits, and maintains accurate, complete and correct records, licenses and permits needed as required by law, district policies, and administrative regulation.
- Assists the administration in implementing all policies and/or rules governing student life and conduct.
- Develops reasonable rules and procedures for classroom behavior and maintains order in the classroom in a fair and just manner.
- Maintains accurate and up-to-date records of students' work and results by constantly updating students' portfolios and Power School records.
- Completes and submits all required updated reports per specifications (lesson plans, student attendance, portfolios, correspondence, grade book, lesson plan records, Progress Reports, logs, purchases, inventory, etc.)
- Complies with all district, school, department-wide policies and daily routines and guidelines.

- Participates in Academy committees that contribute to a positive learning environment.
- Participates collaboratively in school functions, activities, and committees and attends Parent-Teacher conferences, open houses, and orientations.
- Assists in the interview, selection and assignment of personnel, certified and classified employees for the Pre-K Program.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- · Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Performs other duties as may be assigned in writing by the Principal, Superintendent, and HES President or her/his designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills and thorough knowledge of Creative Curriculum

EDUCATION / TRAINING

- Minimum of a Master's Degree in the study of Early Childhood Education
- A current Michigan Teaching Certificate for Early Childhood is a plus
- At least 3 years of Pre-K teaching experience.
- Must be certified in adult/child/infant CPR and First Aid

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting, standing and/or walking for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to stooping, bending, reaching, crouching, kneeling and twisting.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Family and Community Engagement Liaison and Instructional Coach	Department: Administration
Supervisor: HES President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Assists the HES President in managing the family engagement and community activities by serving as the liaison with students, parents, teachers, and community organizations to successfully address issues of concerns or areas in need of improvement and implementing strategic methods and activities to enhance family and community engagement to improve student achievement.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVMENTS

- Plans and conducts the evaluation of family and community engagement in the Academies through the documentation of family/parent activities held, attendance sheets, etc. and recommends improvements to enhance family engagement.
- Engages in parental and community outreach activities to encourage increased participation
- Collaborates with the Academies' leaders to organize, advertise and facilitate parent meetings/events as may be needed.
- Effectively assists in the formulation and implementation of policies and procedures related to parental involvement activities.
- Coordinates the parent/family involvement and helps evaluate effectiveness through surveys, documentation of activities held, attendance sheets, etc.
- Effectively develops and recommends ongoing list of community resources that are needed and useful to students and parents to assist achieving their goals towards high school graduation, college completion, and career planning.
- Collaborates with the Academies' leaders and Family Engagement Liaisons to plan and implement activities to enhance family engagement.
- Plans, coordinates and oversees the alignment of family engagement activities across the HES academies in collaboration with other stakeholders including the Supervisor, Family Engagement Personnel and Academy Leadership.
- Develops and implements department improvement plan by sharing ideas and input to enhance services and program in alignment with district SIP and HES mission and vision.
- Responsible for coordinating community outreach activities that align with the mission and vision of HES including the solicitation of resources
 for the benefit of the academy through various community groups, grants and partnerships. Increases awareness of the academy booster
 activities and groups.

SUPERVISION AND IMPLEMENTATION

- Effectively evaluates current family engagement resources, guidelines, and programs to reach optimal quality and efficiency.
- Monitors outside/community resources and programs and evaluates their effectiveness on student and parental involvement.
- Effectively interprets and implements the rules, State and Federal regulations, and policies of the Board of Education, as they relate to assigned areas of responsibility.
- Attends the Academies' Parent Teacher Committees (PTCs) meetings at least quarterly per school and reports meeting minutes to the HES President.
- Collaborates with the identification of family volunteers, parent, leaders and organizations and maintains partnerships to support the academies programs and activities.
- Conducts home visits as may be necessary to bridge the gaps between the Academies and the families to enhance mutual understanding, open communication, and promote the use of available resources and programs, and maintaining family support.
- Tracks and records stakeholders' suggestions for new program and activities for possible future implementation.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Coordinates and conducts staff meetings related to family engagement programs.
- Attends staff meetings and seminars or conferences in areas related to job responsibilities as needed.
- Provides families with necessary professional development opportunities to enhance family engagement and family skills to positively impact student family connection and student achievement.
- Attends meetings and training as may be necessary and as may be directed by the supervisor to enhance the needed skills for the position.
- Ensures timely and complete participation in and documentation of PLOs where applicable.

RESULTS AND DATA MANAGEMENT

- Tracks family engagement attendance at the PTC meetings, conferences, and school activities and recommends improvements to school leaders.
- Works closely with all parties involved in students' affairs to address families' areas of concerns.
- Records and tracks all family concerns and resolutions, and family satisfaction.
- · Observes records and recommends programs/activities to families for improving student achievement and behavior.

Uses data to guide decision-making, analyzes data and issues reports monthly to evaluate progress and recommends programs for improvements.

REPORTING AND COMPLIANCE

• Updates and submits to HES President a report of family engagement and community liaison activities consistent with the job description and

requirements and expectations of the position.

- Is available when needed to ensure completion of tasks and the full safety of the Academy, students, staff, and parents.
- Prepares and submits all documentation required for department authorization and evaluation.
- Complies with all districts, Academies, and department-wide policies and follows established rules and guidelines in daily operations.
- Maintains and submits accurate and up-to date reports, checklists, and databases as required for efficient performance of assignments.

PROFESSIONAL QUALITIES

- Organizes and files all parent complaints, parent notices, and resolution forms on a routine basis.
- Maintains documentation of all meeting minutes, parents' data, contact information and related community resources.
- Maintains the privacy of students and their families by keeping all cases confidential and sharing with concerned parties only.
- Attends and assists in coordinating and directing family engagement activities as may be directed by the HES President, such as Parent-Teacher Conferences, open houses, orientations, PTC meetings, athletic meetings and other events where families are engaged.
- Maintains the privacy of students and their families by keeping all cases confidential and sharing with concerned parties only.
- Maintains open communication between parents, teachers and administrators, and promptly inform parents of any concerns and/or situations involving their children when and where the school administration is not involved in reporting to the parents.
- Provides the HES President with support as needed in matters involving the parents and their concerns.
- Performs all duties with quality, efficiency, with the highest ethics, and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the HES President or assigned designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the , HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING

Bachelor's Degree in Administration or Communication or any related field or a combination of education and experience; Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Family Engagement and Community Liaison	Department: Administration
Supervisor: HES President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION

Assists the HES President in managing the family engagement and community activities by serving as the liaison with students, parents, teachers, and community organizations to successfully address issues of concerns or areas in need of improvement and implementing strategic methods and activities to enhance family engagement to improve student achievement

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVMENTS

- Plans and conducts the evaluation of family engagement in the Academies through surveys, documentation of family/parent activities held, attendance sheets, etc. and recommends improvements to enhance family engagement.
- Effectively develops and shares a list of community resources to increase parent effectiveness to support their children to achieve their goals towards high school graduation, college completion, and career planning.
- Collaborates with the Academies' leaders, counselors, social workers, and teachers to identify areas of needs to develop and implement practices for better communication between home and school about academic activities, student progress, and family engagement programs to enhance student achievement.
- Collaborates with the Academies' leaders to organize, advertise and facilitate parent meetings/events as may be needed.
- Collaborates with the Academies' leaders and Family Engagement Liaisons to plan and implement activities to enhance family engagement.
- Plans, coordinates and oversees the alignment of family engagement activities across the HES academies and to eliminate duplication of services that are offered by the Academies' Family Engagement Liaisons and those that are offered by the Family Engagement and Community Liaison.
- Develops, monitors, evaluates, and implements electronic (social media, automated calls, email campaigns, etc.) community and family engagement strategies, activities, and programs to enhance family engagement.
- Develops and implements department improvement plan by sharing ideas and input to enhance services and program in alignment with district SIP and HES mission and vision.

SUPERVISION AND IMPLEMENTATION

- Effectively evaluates current family engagement resources, guidelines, and programs to reach optimal quality and efficiency.
- Monitors the effectiveness of family surveys, PD's, activities and communications.
- Effectively interprets and implements the rules, State and Federal regulations, and policies of the Board of Education, as they relate to assigned areas of responsibility.
- Attends the Academies' Parent Teacher Committees (PTCs) meetings at least quarterly per school and reports meeting minutes to the HES President.
- Collaborates with the identification of family volunteers, parent, leaders and organizations and maintains partnerships to support the academies programs and activities.
- Conducts home visits as may be necessary to bridge the gaps between the Academies and the families to enhance mutual understanding, open communication, and promote the use of available resources and programs, and maintaining family support.
- Tracks and records stakeholders' suggestions for new program and activities for possible future implementation.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Coordinates and conducts staff meetings related to family engagement programs.
- Provides families with necessary professional development opportunities to enhance family engagement and family skills to positively impact student family connection and student achievement.
- Provides professional development and needed resources and support to the Academies' Family Engagement Liaisons and other team members as necessary.
- Attends meetings and training as may be necessary and as may be directed by the supervisor to enhance the needed skills for this position.
- Ensures timely and complete participation in and documentation of PLOs where applicable.

RESULTS AND DATA MANAGEMENT

- Tracks family engagement attendance at the PTC meetings, conferences, and school activities and recommends improvements to school leaders.
- Works closely with all parties involved in students' affairs to address families' areas of concerns.
- Records and tracks all family concerns and resolutions, and family satisfaction.
- Observes records and recommends programs/activities to families for improving student achievement and behavior.
- Uses data to guide decision-making, analyzes data and issues reports monthly to evaluate progress and recommends programs for improvements.

REPORTING AND COMPLIANCE

- Collaborates in the formulation of general family engagement safety policies and procedures to be followed in the schools in compliance with local, State, and Federal Occupational Safety and Health Administration (OSHA) rules and regulations, American Disabilities Act, FERPA, and Internet Safety.
- Updates and submits to HES President, HES Vice President, Assistant Superintendent and Director of Accountability, Improvement and Assessment on an annual basis the Parent Compact, NCLB and as may be required by MDE and the academies' boards.
- Participates in the investigation and recording of family accidents and injuries on Academy premises only on as may be needed by the HES President, and reports them to the Assistant Superintendent, HES Vice President and HES President as required by regulatory agencies.

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- Complies with all districts, Academies, and department-wide policies and follows established rules and guidelines in daily operations.
- Maintains and submits accurate and up-to date reports, checklists, and databases as required for efficient performance of assignments.

- Organizes and files all parent complaints, parent notices, and resolution forms on a routine basis.
- Maintains documentation of all meeting minutes, parents' data, contact information and related community resources.
- Attends and assists in coordinating and directing family engagement activities as may be directed by the and Assistant Superintendent, HES President
 and/designee, such as Parent-Teacher Conferences, open houses, orientations, PTC meetings, athletic meetings and other events where families are
 engaged.
- Maintains the privacy of students and their families by keeping all cases confidential and sharing with concerned parties only.
- Maintains open communication between parents, teachers and administrators, and promptly inform parents of any concerns and/or situations involving their children when and where the school administration is not involved in reporting to the parents.
- Provides the HES Vice President, HES President and/or designee with support as needed in matters involving the parents and their concerns.
- Performs all duties with quality, efficiency, with the highest ethics, and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the HES Vice President, HES President or assigned designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING

• Bachelor's Degree in Administration or Communication or any related field or a combination of education and experience; Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Human Resources Assistant (HR Benefits and Payroll)	Department: Human Resources
Supervisor: Vice President and Human Resources Manager	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under oversight of Vice President and Human Resources Manager, performs a variety of compliance and administrative duties including compiling and maintaining records, and reporting related to employee benefit administration and payroll processing.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists in developing and implementing effective methods of managing, compiling, organizing, filing, and tracking department documentation.
- Sets clear objectives for department, participates in improvement plans by sharing ideas and input to enhance services and programs.
- Facilitates scheduling of employment activities, audit and personnel updates, and communications.
- Under oversight of the Supervisor, orders and maintains supply inventory and stock, provides follow up on purchase orders, post office correspondence, packing slips, receipt of purchases. Inputs purchase orders into accounting system for the department.
- Oversees and processes all documentation for Volunteer, Chaperone or Visitor Packets and providing approved volunteer lists to the Academies
- Monitors, prepares and directs incoming and outgoing mail and communications and reroutes information appropriately
- Secures and reviews required ICHATS for all HES staff, contracted staff, volunteers, chaperones, visitors, and coaches.
- Assists with the coordination and review of documentation for the Academies athletic programs including annual coaching and transportation forms, budgets, student waivers and medical forms and other required documentation
- Assists with the coordination and review of required documentation for ACP, Homebound, Adult ESL, Family Literacy, STEM and other afterschool programs
- Assists and maintains accurate records of contract databases for follow up documentation regarding payroll, STIP/SCAPE reimbursement, and annual W-2 forms.
- Under oversight of the supervisor reviews and processes 401K documentation, STIP/SCAPE documents, verification of banking deposits and account matching to ensure accurate records and documentation.

SUPERVISION AND IMPLEMENTATION

- Responsible, with oversight of the Supervisor, for effective administration of employee benefits and payroll, including ensuring that benefits and payroll are administered in compliance with federal and state law requirements.
- Maintains up-to-date records of projects, assignments and upcoming events and projects.
- Contacts Academy's and staff as needed to collect and ensure receipt of needed documentation, whether independently or as directed by supervisor
- Assists the HR Department with coordinating the verification and completion of new hire and volunteer documentation for the Academies.
- Assists with scheduling and preparing internal audits to assist in evaluating preparedness and adherence to rules and regulations as established by the MDE, MSP, WCRESA, the authorizer, Academy, and HES.

PROFESSIONAL LEARNING OPPORTUNITIES

- Attends all school events, meetings, seminars, workshops, and activities as directed by the Supervisor, and HES President.
- Ensures timely and complete participation in and documentation of meeting and PLOs as needed
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or the Academies' needs.
- Collaborates in evaluating and recommending staff development needs.
- Internalizes and reflects upon supervisor directives and stakeholder feedback to improve individual performance.

RESULTS AND DATA MANAGEMENT

- Creates and maintains spreadsheets, databases, presentations, and reports as assigned by Supervisor.
- Uses data to guide decision-making and formulation of recommendations and improvements for the Department.
- Organizes and preserves paper and computer files for efficient reference and operation.
- Maintains up-to-date and accurate logs and records in Microsoft Excel and Outlook.

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- Ensures timely and accurate update of personnel records by thoroughly reviewing assigned documentation.
- Analyzes HR Data to recommend data driven decisions related to the application of internal processes and procedures

REPORTING AND COMPLIANCE

- Reports all complaints, actions, and issues related to Academies to Supervisor; maintains accurate records.
- Provides excellent customer services, relies on positive communication
- Maintains professional appearance and demonstrates self ethically and in a manner appropriate to a public setting and HES
 philosophy.
- Assists in processing of all employment documentation as may be required by local and State authorities, school Board and personnel, and HES administration.
- Complies with all District, school, and Departmental policies; upholds the employment and FERPA protections of confidentiality and proper daily operations.
- Effectively and timely screens and manages phone calls and visitors, and promptly channels concerns to administration for solutions.
- Expected to possess working understanding of benefit and payroll related federal and state regulations or requirements to perform duties.

ADMINISTRATIVE QUALITIES

- Practices time management, performs all duties reliably, efficiently, with the highest ethics and strong sense of dedication to the Academies and Management.
- Promotes a professional and positive work environment as evidenced by Supervisor's satisfaction and consistent with HES mission and Philosophy.
- Performs variety of clerical duties as assigned by Supervisor, HES Vice President, and/or President.
- Takes all necessary measures to ensure confidentiality of all staff information and HR activities.
- Implements effective workflow systems for company-wide use.
- · Follows a detailed organizational system for documenting and communicating all assigned duties and projects
- Performs other duties as assigned. Demonstrates flexibility in unscheduled assignments, understands, adopts, and works
 consistently with HES mission.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities requiring supervisor's review must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include authority to hire and/or fire staff. All purchases must be pre-approved by the HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills,

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time management skills

EDUCATION AND TRAINING:

- Minimum of a Bachelor's degree in Business Administration, Human Resources or related field
- Minimum two years' experience or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Human Resources Compliance Administrator	Department: Human Resources (HR)
Supervisor: HES President/Vice President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the HES President or Vice President coordinates the compliance and record keeping of various complex tasks including the monitoring of internal controls and the development and distribution of policies and procedures.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Develops effective methods of managing, compiling, organizing and tracking department documentation. Performs related tasks as assigned by Supervisor.
- Responsible for securing missing or updated documentation from staff and contractors to ensure continued compliance
- Sets clear objectives for department, participates in improvement plans by sharing ideas and input to enhance services and programs.
- Coordinates the scheduling of pre and post audit activities including recommending process and policy improvements.
- Revises, corrects, and drafts correspondence in addition to creating/maintaining databases for employment eligibility for active and terminated employees.
- Responsible for the review of the mid-year and end of year staff evaluations including ensuring compliance with internal policies.
- · Responsible for the preparation and facilitation of multiple regulatory or stakeholder audits throughout the year.
- Follows up with staff to collect needed documentation and ensure compliance with HES policies including ensuring the accuracy of personnel records.
- Coordinates the Staff Monetary Incentive Program and appreciation programs in partnership with the HR Management Team
- Coordinates the development and delivery of Job Descriptions and Performance Evaluations as assigned by the Supervisor

SUPERVISION AND IMPLEMENTATION

- Responsible for the compliance of the I-9 employment verification forms in accordance with USCIS rules and regulations including facilitating internal audits and the development of internal processes.
- Develops an internal compliance calendar with up-to-date records of upcoming projects, assignments and events/tasks.
- Coordinates the verification and completion of service provider's documentation for the Academies including ensuring compliance with internal processes and procedures
- Schedules internal audits to assist the HES President or Vice President with evaluating preparedness and adherence to rules and regulations as established by the MDE, WCRESA, the authorizer, Academy, and HES.
- Oversees the coordination of CPR/FA (and BBP) sessions throughout the school year to ensure compliance.
- Responsible for the coordination and completion of all HQ forms for all staff including ensuring compliance and highly qualified status.
- Audits annual general agencies proposals for each site location, provide feedback, and communicate with insurance vendor regarding
 issues and counts needed to secure insurance coverage. Prepare documents and other required questionnaires for appropriate levels of
 coverage, etc.
- · Oversees, prepares, processes and maintains personnel compliance records to include updating records as needed.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends and coordinates all school events, meetings, seminars, workshops, and activities as directed by the Supervisor, and HES President.
- Records meeting minutes; maintains Professional Development Binders, professional learning session documentation, and sign-in forms.
- Ensures timely and complete participation in and documentation of meeting and PLOs where applicable.
- Provides and coordinates staff with training sessions as assigned by Supervisor.
- Guides staff, students and parents to ensure the smooth operation of the Academies.
- Plans personal development goals to be consistent with and supportive of job requirements and HES Academy needs

RESULTS AND DATA MANAGEMENT

- Creates and maintains spreadsheets, databases, presentations, and reports for the effective use and managing of HR compliance processes and procedures.
- Analyzes HR Data as to make data driven decisions related to the application of internal processes and procedures
- Uses data to guide decision-making and formulation of recommendations and improvements for the Department.
- Organizes and preserves paper and computer files for efficient reference and operation.

- Audits and updates transparency documentation, staff professional development documentation, highly qualified forms, and other
 compliance related documents at the academy level.
- Ensures employee procedures and policies are clear, documented, communicated and audited.
- Assists with the recommendations and completion of various documentation and correspondence as directed by the Supervisor.

REPORTING AND COMPLIANCE

- Reports all complaints, actions, and issues related to the Academies to Supervisor; maintains accurate records.
- Internalizes and reflects upon Supervisor directives to improve individual performance.
- Coordinates the compliance and processing of all employment documentation as may be required by Local and State authorities, Academy Board and Personnel and HES administration.
- Complies with all District, school, and departmental policies; upholds the employment and FERPA protections of confidentiality and proper daily operations.
- Completes and oversees reporting and compliance requirements regarding staff qualifications to MDE, WCRESA, LARA, the authorizer, and the HES President.
- Secures teaching permits, personnel approvals, and licenses as needed and notifies staff in writing of all the procedures and requirements
 to maintain employment and compliance.
- Ensures staff training and certification are current and aligned with guidelines and policies.
- Complies with all HES and district, school, department-wide policies, daily routines and State and Federal guidelines.
- Completes and timely submits all required reports and communication per specifications.

PROFESSIONAL QUALITIES

- Practices time management, performs all duties reliably, efficiently, with the highest ethics and strong sense of dedication to the Academies and its Management.
- Promotes a professional and positive work environment as evidenced by Supervisor's satisfaction and consistent with HES mission and Philosophy.
- Effectively communicates with stakeholders and addresses their needs to ensure satisfactory customer service.
- Performs variety of clerical duties as assigned by Supervisor, HES Vice President, and/or President.
- Takes all necessary measures to ensure confidentiality of all staff information and HR activities.
- Implements effective workflow systems for company-wide use.
- Follows a detailed organizational system for documenting and communicating all assigned tasks and projects
- Performs other duties as assigned. Demonstrates availability and flexibility in unscheduled assignments, understands, adopts, and works
 consistently with HES mission.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING:

- Minimum of a Bachelor's degree in Business Administration, Human Resources or related field experience
- Minimum two years' experience or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title :	Signature:
Employee Name and Title:	Signature:



Job Title: Human Resources Data Generalist	Department: Human Resources (HR)
Supervisor: Human Resources Manager /Vice President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the supervisors, compiles and keep records, issue reports and performs a variety clerical, administrative, and office tasks and other duties as may be needed and delegated by the supervisor.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Plans and prepares with department staff in the scheduling of employment activities, audit and personnel updates, and communications.
- Reviews and processes employee timesheets and Academy substitute logs.
- Monitors, reviews and processes insurance bills and payroll deductions including maintaining accurate records and documentation.
- Plans and submits the semi-annual REP submission by maintaining accurate documentation and producing lists and databases necessary for accurate submittals.
- Confirms and verifies all staff qualifications including teachers, substitute teachers, paraprofessionals, food service handlers, bus drivers, administrators, etc.
- Responsible for the reconciliation of AFLAC supplementary benefit plans including the review of monthly vendor statements.
- Compares various components of benefits and coverage.

SUPERVISION AND IMPLEMENTATION

- Communicates with staff to collect assignments and reports and ensure compliances with HES policies
- Proactively participates in department improvement plan by sharing ideas and input to enhance services and programs.
- Reviews and updates department documents and templates for the accurate use by employees and central office/support center administrators.
- Performs a variety of administrative duties as assigned by Supervisors including updating databases and records as necessary.
- Continuously reviews updates to MDE guidance documents related to REP reporting requirements and develops suggestions to make improvements/changes as necessary.

PROFESSIONAL LEARNING OPPORTUNITIES

- Attends and/or plans the coordination and facilitation of staff meetings, training sessions, and school activities as may be needed and effectively implements new strategies.
- Collaborates in evaluating and recommending staff development needs.
- Ensures timely and complete participation in and documentation of training sessions including PLOs as needed.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or the Academies' needs.
- Reflects upon supervisor directives and stakeholder feedback to improve performance.

RESULTS AND DATA MANAGEMENT

- Creates and maintains spreadsheets, databases, presentations, and reports as assigned by Supervisor.
- Manages data to guide decision-making and formulation of recommendations and improvements for the Department.
- Organizes and preserves paper and computer files for efficient reference and operation.
- Analyzes HR Data to make data driven decisions related to the application of internal processes and procedures
- Timely verifies and notifies senior HR leadership team of staffing and contractor reporting and insures reporting data integrity

REPORTING and COMPLIANCE

- Completes the processing of employment documentation as may be required by local and State authorities, school Board and personnel, and HES administration.
- Complies with all District, school, and Departmental policies; upholds the employment and FERPA protections of confidentiality and proper daily operations.
- Effectively and timely screens and manages phone calls and visitors, and promptly channels concerns to administration for solutions
- Review and audit tax documentation related to benefit plans to insure accuracy and compliance.

• Takes all necessary measures to ensure confidentiality of all staff information and HR activities

ADMINISTRATIVE QUALITIES

- Follows an organizational system for documenting and communicating staff hires, terminations, transfers and concerns with stakeholders.
- Maintains professional appearance and demonstrates self ethically and in a manner appropriate to a public setting and HES
 philosophy
- Represents the best possible impression of our organization when interacting with the community, prospective employees, current employees, and other industry professionals.
- Collaborates with supervisor, staff, and stakeholder in a positive environment in the best interest of the staff and organization.
- Channels concerns to administration for solutions in the best interest of the organization.
- Attends special school events as may be directed.
- Attends to assignments punctually and considers the impact of his/her attendance on organization efficiency.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the Supervisor, Superintendent or HES President.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

 Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING:

- Minimum of a Bachelor's Degree in Human Resources or related field or an equivalent combination of education and experience.
- Minimum two years' experience or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title :	Signature:
Employee Name and Title:	Signature:



Job Title: Human Resources Generalist (Payroll & Benefits)	Department: Human Resources (HR)
Supervisor: Vice President/Human Resources Manager	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the oversight of the Supervisors, and applying knowledge of federal and state human resource management regulations and data, responsible for accurately and efficiently managing payroll and benefits administration, time and attendance tracking and other related HR responsibilities to ensure compliance with state and federal wage and benefit and leave laws.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Coordinates the administration of various human resources plans and procedures including benefits and time and attendance tracking via KRONOS, Microsoft Excel, and any other system designated by the employer.
- Coordinates in collaboration with Supervisors in accurately completing payroll processing on a weekly basis and ensures all employees are compensated in an accurate and timely fashion.
- Responsible for the administration and processing, in collaboration with the Director of Human Resources of FMLA and other leaves of absences in accordance with Federal, State Local, and HES employment rules and regulations.
- Manages the KRONOS and any other system designated by the employer ensuring that time-off requests, timesheets and punches are accurately completed by all employees at HES.
- Provides excellent customer service to employees by ensuring all payroll, benefits and other inquiries are responded to and resolved in an accurate and timely fashion.
- Proactively participates in department improvement planning by sharing ideas and input to enhance the services and programs of the human resources department.

SUPERVISION AND IMPLEMENTATION

- Coordinates the enrollment of employees into various benefits plans including health, dental, life, disability, FMLA, and 401K plans
- Coordinates processing and retention of various employee forms including insurance, retirement, COBRA and worker's compensation in collaboration with the supervisor.
- Tracks daily attendance and updates and reports as needed records of attendance for each employee via the KRONOS and any other system designated by the employer on a daily basis by reviewing daily and weekly missed punch reports.
- Collects, organizes and manages timesheets for accuracy and completeness and follows up with staff as needed to ensure compliance.
- Coordinates reviewing and recommending changes to the employee operations and procedure manual and the implementation and compliance of those changes.
- · Manages the processing and maintaining of employee personnel records including updating records as needed
- Responsible for the compliance of required bulletin boards employee postings and general information as required by Federal, State and Local
 employment rules and regulations.
- Operates with appropriate autonomy in areas of responsibility with minimal oversight of Supervisors.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends and/or assists the Supervisors in the coordination and facilitation of staff meetings, training sessions, and school activities as may be needed and effectively implements new strategies.
- Performs self-professional development to increase productivity and performance.
- Ensures timely and complete participation in and documentation of training sessions as needed.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or Academy needs
- Internalizes and reflects upon Supervisor directives to improve individual performance.

RESULTS AND DATA MANAGEMENT

- Maintains absentee records to include recording hours and notifying management of time away from work.
- Maintains sufficient knowledge of federal and state workplace regulations and interprets the regulations to administer payroll, benefit, and leave policies and operations.
- Updates and maintains staff attendance, employee benefits, 401K eligibility, ACP, ESL, FMLA, and hourly staff databases.
- Manages the reconciling of benefit invoices.
- Responsible for accurately compiling and reporting weekly time worked for each employee for payroll processing.
- Records and prepares vacation, sick, FMLA, personal time and injury reports for review and processing.
- Responsible for the completion of various employment verification forms. Timely and accurately completes paperwork and processes updates for employee health, dental, disability, FMLA, garnishments, injury reports, COBRA and 401K plans as needed.

REPORTING AND COMPLIANCE

Manages the reporting of various compliance requirements including OSHA and FMLA and in accordance with employment laws and to the specification of other stakeholders such as MDE, WCRESA, the authorizer and HES.

- Manages the processing of payroll garnishments and distributes to appropriate parties within the required time period
- Completes FMLA forms and sends response to staff within the required time period
- Processes COBRA documentation in a timely fashion and in accordance with all applicable employment rules and regulations.
- Accurately completes and timely submits all required reports per specifications.
- Complies with all district, school, department-wide policies and daily routines/guidelines.

PROFESSIONAL QUALITIES

- Takes all necessary measures to ensure confidentiality of all staff information including all sensitive HR information.
- Represents the best possible impression of our organization when interacting with the community, prospective employees, current employees, and other industry professionals.
- Effectively communicates with stakeholders and addresses their needs to ensure satisfactory customer service.
- Collaborates with supervisor, staff and stakeholder in a positive environment in the best interest of the staff and organization.
- Channels concerns to administration for solutions in the best interest of the organization.
- Attends special school events as may be directed.
- Attends to assignments punctually and considers the impact of his/her attendance on organization efficiency.
- Performs all duties with quality, efficiency and commitment to the Academies and their Management.
- Performs other duties as may be assigned by the HES President, Vice President, or Supervisor.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities requiring supervisor's review must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include authority to hire and/or fire staff. All purchases must be pre-approved by the HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary Information").

SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION AND TRAINING:

- Minimum a Bachelor's degree in Human Resources or related field or an equivalent combination of education and experience.
- Thorough understanding of Federal, State and Local employment laws
- A minimum of three years professional experience in Human Resources and/or supervision.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Human Resources Manager	Department: Human Resources (HR)
Supervisor: Vice President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Vice President, manages the HRIS and assists in the overseeing of payroll processing, employee benefits program, and required reporting and tracking related to employee records and assists with other human resources duties as may be needed and delegated by the supervisor.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENT

- Plans, prepares and administers all employee benefit programs including managing annual enrollment implementation and the new hire enrollment process.
- Makes recommendations for updating the Operations and Procedures Manual (OPM) policies including the distribution and implementation of changes.
- Plans budget monitoring activities by estimating personnel costs, and the tracking of costs throughout the year, performing PARs audits, and preparing Semi-Annual Certification and producing and maintaining any other necessary reports and records.
- Develop Kronos system and improvements and effectively train department on updated features.
- Assists in the management of payroll to ensure timely and accurate payroll processing.
- Reconciles benefit payments for employer and employees to ensure proper payroll deductions and payments are contributed to the benefit plan costs.
- Oversees the submittal of REP reporting on semi-annual basis, including the review and verification of related employment documentation.
- Supervises the Human Resources benefits staff and effectively communicates expectations and evaluates their performance.
- Participates in department improvement plan by sharing ideas and input to enhance services and programs including promoting innovating ideas and strategies to increase the success of the department.
- Makes recommendations to leadership on ways to enhance the overall delivery of benefits programs to employees.
- Ensure that the organization is offering competitive benefit programs based upon data driven strategies and industry research.

SUPERVISION AND IMPLEMENTATION

- Develops and implements systems for tracking information and maintaining data within the Kronos system.
- Prepares the required 5500 reports for benefit and 401K plans and the annual 401K audit information.
- Proactively participates in department improvement plan by sharing ideas and input to enhance services and programs.
- Communicates with staff in relation to payroll and benefits updates issues and inquiries.
- Ensures benefit vendor payments employer and employee are accurately accounted for.
- Develops documentation and material to support employee's use of Kronos system features, and provides support to employees on system related issues.
- Reviews and recommends updates for department documents and templates for the accurate use by employees and central office/support center administrators.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends and/or plans the coordination and facilitation of staff meetings, training sessions, and school activities as may be needed and effectively implements new strategies.
- Collaborates in evaluating and recommending staff development needs.
- Ensures timely and complete participation in and documentation of training sessions including PLOs as needed.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or the Academies' needs.
- Reflects upon supervisor directives and stakeholder feedback to improve performance.

RESULTS AND DATA MANAGEMENT

- Develops systems to automate tasks and increase efficiency of the department
- Compiles and prepares additional HR information for quarter/annual personnel and state reports and audits.

- Manages and maintains accuracy of transactions in the benefit management system including open enrollment, new hires and life events.
- Audits Kronos system for accuracy of data, ensure accurate system specifications and setup.
- Verify accuracy of payroll expenditures per accounting code and ensures timely adjustments are posted and effective communication with accounting department related to changes and/or updates.
- Audits employee transactions in Kronos related to benefits, attendance, and updates for system integrity and functionality.

REPORTING AND COMPLIANCE

- Plan, supervise, and coordinate work activities of subordinates relating to personnel data, and reporting personnel records.
- Collaborates in the preparation of reporting and compliance requirements regarding staff qualifications to MDE, WCRESA, the Authorizer, Academies and HES.
- Manages and maintains the required notices and deadlines related to benefit and 401K enrollment to plan participants.
- Accurately completes and timely submits all required reports per specifications. Collaborates with accounting department for submission and completion of annual budgets and reports.
- Complies with all District, Academy and department-wide policies and daily routines/guidelines.
- Maintains current knowledge of State and Federal budget requirements, MDE reporting requirements, and regulations
 related to school employees including Equal Employment Opportunity (EEO) and affirmative action guidelines and
 laws, such as the Americans with Disabilities Act (ADA).

PROFESSIONAL QUALITIES

- Follows an organizational system for documenting and communicating staff hires, terminations, transfers and concerns with stakeholders.
- Takes all necessary measures to ensure confidentiality of all staff information and HR activities.
- Represents the best possible impression of our organization when interacting with the community, prospective employees, current employees, and other industry professionals.
- Collaborates with supervisor, staff, and stakeholder in a positive environment in the best interest of the staff and organization.
- Channels concerns to administration for solutions in the best interest of the organization.
- Attends special school events as may be directed.
- Attends to assignments punctually and considers the impact of his/her attendance on organization efficiency.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the Supervisor, Superintendent or HES President

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or

Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING:

- Minimum of a Bachelor's Degree in Human Resources or related field or an equivalent combination of education and experience.
- Thorough understanding of Federal, State and Local employment rules and regulations.
- A minimum of three years of professional experience in Human Resources and/or supervision or a related field.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Interventionist Teacher	Department: Instructional
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Principal, serves as a consultant/resource person as well as instructor of students identified as eligible for secondary services and recovery, using a variety of instructional techniques to improve student achievement.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Provides direct instruction to individual and groups of students identified as eligible for intervention services and recovery in individual, small group or full classroom settings.
- Works collaboratively with teachers to plan and implement clear objectives for all lessons, units and projects that best meet the learning needs of students.
- Ensures continuity between regular programs and other special areas (e.g., ESL and special education).
- Uses a variety of instructional techniques and literacy materials consistent with content standards and the needs and capabilities of the individuals or student groups involved.
- Creates a learning environment and research-based program of study conducive to learning and appropriate to the maturity and interests of the students.

SUPERVISION AND IMPLEMENTATION

- Effectively plans support strategies for students with major learning gaps to facilitate diagnostic information gathering, targeting instruction and intervention strategies.
- Uses identified needs and content expectations to guide the learning process toward student achievement of district's content standards.
- Supervises, guides, and redirects students when performing assessments and delivering instruction to ensure focus on achievement and academic progress.
- Integrates appropriate technology tools and resources in planning and instruction to engage students and promote learning and computer literacy.
- Ensures that all requirements of program and procedures are carried out properly and deadlines are met.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Participates in the School Improvement Plan (SIP) activities consistent with the SIP and the Academy's mission and guidelines.
- Participates in conferences, workshops and other staff development opportunities related to instructional support and effectively implements new strategies and improved instructional methods as may be needed or required.
- In coordination with the Principal; plans, organizes, and facilitates in-service training and development for staff consistent with the SIP and departmental needs.
- Attends staff meetings and all school events and activities as may be directed, such as parent-teacher conferences, open houses, orientations and PTO meetings, etc.
- Ensures timely and complete participation in and documentation of PLOs as needed Plans and reaches own goals for self-improvement consistent with the job requirements and/or the Academy's needs.
- Utilizes supervisor directives and stakeholder feedback to improve performance.

RESULTS AND DATA MANAGEMENT

- Analyzes students' test results and data, and uses the results to advance students' achievement by establishing and implementing instruction and improvement plans.
- Uses data to effectively impact decision-making, goal setting, planning and awarding student achievement.
- Assesses the strengths and needs of students on a regular basis and communicates these to classroom teachers and parents.
- Monitors latest research, trends and developments in curriculum instruction.
- · Assists classroom teachers and administrators, with the interpretation of formal and informal diagnostic test data
- · Maintains current and accurate records to demonstrate student performance, achievement, and growth.
- Recognizes and promotes student achievement by posting student work, making parental contacts, and providing incentives and awards.

REPORTING AND COMPLIANCE

- Completes, submits, and maintains comprehensive, accurate, and updated reports per specifications (lesson plans, student attendance, portfolios, correspondence, grade book, lesson plan records, progress reports, logs, etc.)
- Assists the administration in implementing policies and rules governing student life and conduct and developing reasonable rules of classroom behavior and procedures to maintain order in the classroom in a fair and just manner.
- Keeps supervisor informed of issues and concerns.
- Complies with all the district, Academy, and department-wide policies and complies with rules and guidelines in daily routines.
- Plans and implements department guidelines and procedures including communication, meetings, training, etc.
- Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication between administration, staff, students, parents and community.
- Consults frequently with classroom teachers on instructional matters.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Establishes and maintains positive team spirit among all staff and the administration.
- Follows an organizational system for documenting and communicating student progress and concerns with stakeholders.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Collaboratively participates in school committees that contribute to a more positive learning environment.
- Performs all duties with quality, efficiency and dedication to the Academy and its management.
- Performs other duties as may be assigned in writing by the Principal, the Superintendent or her/his designee.
- Demonstrates availability when needed.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, diplomacy, math aptitude, organization, planning, professionalism, reading skills, computer literacy, keyboard skills, time management skills

EDUCATION / TRAINING

- Must hold at least a Bachelor's Degree
- Full State Certification in the subject and/or grade level(s) being assigned to teach including passing state mandated comprehensive skill assessment and all other examination(s) required by Section 1531 of the revised school code
- Official Transcripts must be provided. Transcripts from a foreign University must be evaluated by an MDE accredited evaluation entity for US credit/degree equivalency.
- Reading Endorsement is recommended.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and title:	Signature:
Employees Name and title:	Signature:



Job Title: Library Aide	Department: Non-Instructional Support Staff
Supervisor: Lead Library Supervisor and/or Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the Lead Library Supervisor and/or Academy Principal, assists in the smooth and efficient operation of the school library and in the full utilization of services, materials and resources offered to school, students and staff.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists in planning for library related programs and events by preparing materials and area set up, supervising during the event and any other duties that may be required.
- Provides for effective management of the library, to ensure smooth operation, and to maximize benefits to staff and students.
- Collaborates with the Lead Library Supervisor to implement the school-wide and district library programs and policies.
- Collaborates with the library staff to meet the scheduled service in a timely and efficient manner and maintain efficient library scheduling hours.
- Ensures appropriate appearance, décor and learning environment of the library; assists in creating, maintaining, and updating displays and signage.
- Attends to the needs of the circulation, acquisitions, cataloging and other operational activities or functions of the library.
- Redirects students and staff in compliance with the mandated rules and regulations.

SUPERVISION AND IMPLEMENTATION

- Supervises students in the library following the guidelines and recommendations of supervisor.
- Carries out the library's daily routines and activities and maintains a safe and enjoyable learning environment.
- Opens circulation desk for services on a daily basis including processing of holds, requests and overdue notices.
- Assists students and staff in the circulation procedures and policies of library materials.
- Performs all circulation related functions including check-in and check-out of materials.
- Assists in managing library inventory and fines.
- Processes laminating requests as authorized by supervisor and consistent with the policies stated in the Library Manual.
- Ensures proper shelving, straightening and organizing of library materials daily and ensures material maintenance.
- Pulls library materials which need to be mended, discarded and/or replaced.
- Assists in cataloging of newly acquired materials, and processes them for circulation.
- Assists in acquiring, labeling and taking inventory of library materials and resources as assigned.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Plans personal development goals to be consistent with and supportive of job requirements and HES Academy needs.
- Attends staff meetings, workshops, activities and training sessions as may be needed required
- Participates in recommended training programs, conferences, courses or other aspects of professional growth
- Attends all Parent-Teacher Conferences, open houses, and orientations, as well as any other school events as required by supervisor, Principal, Superintendent and HES President.
- Assists in training of volunteers and community service student library assistants.
- Assists with media training for staff

RESULTS AND DATA MANAGEMENT

- Develops effective methods of managing, compiling, organizing and tracking department documentation in an organized and accessible manner Monitors all incoming and outgoing book orders confirming timely return of circulation materials.
- Monitors student behavior and utilizes proper discipline action when necessary per policies and procedures.
- Prepares, receives and verifies library related orders.
- Collects and records fines for overdue or damaged materials.
- Performs a variety of clerical and computer-related tasks as assigned Uses data effectively to impact decision-making, goal setting, planning and awarding student achievement.
- Implements circulation processes (library users, processing materials, circulation desk, etc.)
- Ensures stakeholder satisfaction of library services as a result of effectiveness and efficiency.

REPORTING AND COMPLIANCE

- Follows an organizational system for documenting and communicating student progress and concerns with all stakeholders.
- Completes all required paperwork in an accurate and timely manner.
- Complies with all district, school, and department policies, procedures and code of ethics and follows established rules/guidelines in daily operations.
- Reports issues and concerns to supervisor in a prompt and professional manner.
- Participates in PLOs where applicable and completes documentation in timely manner.

PROFESSIONAL QUALITIES

- Maintains professional appearance and demonstrates self ethically and in a manner appropriate to a public setting and HES philosophy Practices time
 management, performs all duties reliably, efficiently, with the highest ethics and strong sense of dedication to the Academies and its Management.
- · Promotes a professional and positive work environment as evidenced by Supervisor's satisfaction and consistent with HES mission and Philosophy
- Performs other duties as may be assigned by the supervisor, superintendent and HES President or her/his delegate.
- Uses, manages, stores and analyzes data effectively and appropriately.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary Information").

SKILLS/EXPERIENCE:

- •Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills
- Experience with the library filing systems, inventory processes and basic technology set ups such as TV's, VCR's, and DVD Players, digital cameras, PC-TV adapters, projectors, PA sound system, and video recording equipment.

EDUCATION/TRAINING:

- Associates Degree or higher
- Must be well versed with the State "Computer Literacy Standards"
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting, standing and/or walking for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Lunch Aide	Department: Food Services
Supervisor: Coordinator or Director of Food Services	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the Coordinator or Director of Food Services, assists in preparing and serving meals to staff and students, as well as maintaining a safe a clean working area.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Adheres to sanitation and safety procedures as stated in the Michigan Food Code, HACCP guidelines and all standard food preparation and kitchen operations procedures and directs students and staff to remain in compliance with the mandated rules and regulations.
- Assists in preparation of meals, including but not limited to: washing, cutting, peeling vegetables. Cleaning, cutting and preparing meats, seafood and poultry. Stirring and straining soups and sauces. Carrying pans, kettles and trays of food to and from work stations, etc.
- Assembles food, dishes, utensils and supplies needed for timely meal preparations and ensures equipment is kept clean, maintained, and used properly and safely.
- Assists in coordinating all the Academy's functions involving food services with the Supervisor and the Principal.

SUPERVISION AND IMPLEMENTATION

- Follows standardized recipes.
- Assists with preparation of meals following established protocols and keeps work area clean and safe.
- Operates kitchen equipment in a proper manner to assure safety as well as to avoid damage to the equipment.
- Cleaning of kitchen, service line, and cafeteria area (wiping down tables, chairs, removing garbage, trays, etc.)
- Washing dishes, pots, pans, and utensils using approved sanitation methods.
- Returns all items to their proper storage site
- Completes routine maintenance of kitchen and equipment, including weekly deep cleaning.
- Serves staff and students on the service line in a professional and timely manner, while following portion control guidelines.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Performs routine self-evaluation to identify areas of strengths and needs and seek ways to improve and enhance work related skills.
- Plans own goals for self-improvement consistent with the job requirements and/or the Academy's needs.
- Utilizes supervisor's feedback on professional methods in the best interest of the students and the Academy.
- Participates in recommended training programs, conferences, courses or other aspects of professional growth.
- Attends all Parent-Teacher Conferences, open houses, and orientations, as well as any other school events as required.
- Attends meetings, seminars, workshops (MDE, MOR), and Servsafe certification classes.

RESULTS AND DATA MANAGEMENT

- Measures and reads measuring devices when following recipes and prepares meals following established protocols.
- Runs cash register on the service line if cashier is absent
- Assists in PowerSchool data count.
- Assists in filing all necessary paperwork.
- Ensures cleanliness of cafeteria before and after meals.
- Ensures food is distributed efficiently and properly.

REPORTING AND COMPLIANCE

- Communicates effectively with staff and students.
- Follows and remains in compliance with all the district, Academy, department-wide policies and daily routines and guidelines.
- Observes school policies during all activities.
- Monitors, reports, documents and redirects any concerns/issues coming from students, staff or parent to the supervisor.
- Immediately reports any, unusual circumstances, issues or observations regarding food health, safety and compliance concerns to appropriate supervisor(s).

- Prevents hazardous situations by immediately cleaning up any spills when they occur, and following proper safety procedures.
- Utilizes supervisor directives and stakeholder feedback to improve performance.

PROFESSIONAL QUALITIES

- Establishes and maintains positive interpersonal relationships with all children, parents/guardians and fellow staff.
- Establishes and maintains positive team spirit among all staff school community creating a more efficient work environment.
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as assigned by the Supervisor, Principal or HES President or her designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the Chief Operating Officer, HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary Information").

SKILLS/EXPERIENCE

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING

- High School Diploma or equivalent
- Knowledge of Sanitation and Safety issues (Training sessions will be provided)

PHYSICAL DEMANDS:

Requires prolonged standing; physical exertion to manually move, lift, carry, pull or push heavy objects or materials up to 75 pounds at a time; stooping, bending and reaching; daily repetitive motion with hands and arms in food preparation and serving. Requires regular crouching occurs to retrieve items from lower shelves; regular reaching occurs to retrieve utensils and food items from storage shelves. Must be able to work in a noisy environment; Must be able to work in and around fumes and odors.

Issued and Approved by: Name and title:	Signature:
Employee Name and title	Signature:



Job Title: Nurse Aide (UA & ULA)	Department: Nursing – Non-Instructional Support
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Principal, to assist and care for the health needs of students in accordance to the academy's guidelines and policies and perform necessary emergency care services such as CPR and First Aid for students and staff;

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Proactively participates in department improvement plan by sharing ideas and input to enhance services and program.
- In collaboration with parents and staff, develops appropriate health management plan for students with special health needs.
- Effectively prioritizes services on the basis of medical urgency and need.
- Plans and implements appropriate measures to address crisis situations.
- Properly manages the time students spend at nurse's station to avoid overcrowding and unnecessary loss of instruction time.

SUPERVISION AND IMPLEMENTATION

- Provides care for the health needs of students in accordance to the academy's guidelines and policies.
- Performs appropriate emergency care services such as CPR and First Aid for students and staff when needed.
- Follows a precise and consistent system for storing and administering medications.
- Collaborates with staff and administration to identify and act on health concerns and situations interfering with learning.
- Effectively supervises students referred to Nurse Aide's office consistent with the Academy's policies and guidelines.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Participates in recommended training programs, conferences, courses or other aspects of professional growth when needed and effectively implements new strategies.
- Attends all Parent- Teacher Conferences, open houses, and orientations, as well as any other school events as required.
- Ensures timely and complete participation in and documentation of PLOs where applicable.
- Plans personal development goals to be consistent with and supportive of job requirements and HES Academy needs
- Coordinates and implements school wide health awareness programs.
- Seeks and makes available outside resources that can be beneficial to students, their families and school personnel.

RESULTS AND DATA MANAGEMENT

- Ensures that students receive appropriate and sufficient health care services.
- Keeps accurate and up-to date physical and electronic emergency and daily incidents files in Nurse Aide's station.
- Ensures clean sanitary and efficiently organized set-up Nurse Aides' station.
- Ensures communication with parents and staff is prompt, productive and well-documented.
- Compiles and analyzes students' health data to make informed recommendations to students, staff and parents.

REPORTING AND COMPLIANCE

- Communicates effectively with staff and students.
- Observes school policies during all activities.
- Monitors, reports, documents and redirects any concerns/issues coming from students, staff or parent to the supervisor.
- Immediately reports any concerns or observations regarding health and safety.
- Effectively follows supervisors directives and uses stakeholders feedback to improve own and department performance.
- Complies with all the district, Academy, department-wide policies, daily routines and guidelines.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts.
- Promptly reports cases of communicable diseases to supervisors.
- Timely informs parents of any concerns related to their child(ren)'s health and safety.
- Demonstrates availability when needed.

PROFESSIONAL OUALITIES

- Maintains good customer service and positive communication with administration, staff, students, parents/guardians and community.
- Follows an organizational system for documenting and communicating student progress and concerns with stakeholders.
- Participates collaboratively in school functions, activities, and committees for continued improvements.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Channels concerns to administration for solutions.
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as may be assigned in writing by the Supervisor, Principal, Superintendent or her/his designee.
- Demonstrates flexibility in ensuring that assignments are completed in a timely manner
- Understands the school mission and adopts and works within the vision and pillars established by HES

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the Chief Operating Officer, HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING

• Certificate in Nursing Assistant

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Office Manager and Pupil Accountant	Department: Non-Instructional Administration
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the oversight of the Principal, performs all assigned responsibilities in an efficient manner by managing and coordinating all main office activities including student enrollment, staff and student attendance, record keeping, phone activities, communication with parents, students, and staff. Function includes supervision of main office staff.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Responsible for management and administration of the main school's daily office operations.
- Develops effective methods of managing, compiling, organizing and tracking department documentation of student records in an organized and accessible manner.
- Maintains an organized office calendar which includes scheduled enrollment activities, immunization updates, meetings, appointments and communications as needed.
- Maintains up-to-date postings on bulletin board(s) in the main office and teachers' lounge.
- Maintains organization and inventory of office supplies and orders additional supplies as needed
- Operates standard office equipment including photocopy machine, computer, and telephone.
- Arranges maintenance for office equipment as needed.
- Participates in department improvement plan by sharing ideas and input to enhance services and program.
- Sets clear goals and objectives for the department and plans daily and routine assignments for department staff.

SUPERVISION AND IMPLEMENTATION

- Supervises and evaluates full and part time office staff including administrative assistants, and provides assignments, training and support to ensure quality performance.
- Manages student admissions, main office activities and record keeping.
- Updates student attendance reports to the Principal and all teachers on daily basis.
- Brings serious student and staff tardiness and absences to the attention of the Principal.
- Reports all complaints related to maintenance, facility, supply needs, discipline and records all complaints and action to the Principal.
- Attends school events as may be required such as parent-teacher conferences, open houses, and orientations, etc. Effectively communicates with stakeholders and addresses their needs to ensure satisfactory customer service.
- Monitors, prepares and directs incoming and outgoing mail, data and communications and reroutes information appropriately.
- Meets with auditors as necessary

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends Staff meetings and training sessions as may be needed and effectively implements new strategies.
- Participates in recommended training programs, conferences, courses or other aspects of professional growth and development.
- Assists redirects and guides staff as necessary to ensure the smooth operation of the school.
- Ensures timely and complete participation in PLO's and documentation of meeting minutes where applicable.
- Plans and implements timely training and internal audits for the Academy and staff.

RESULTS AND DATA MANAGEMENT

- Manages the main school office and oversees all student enrollment packets, files, correspondence, and reports as required by the local and state authorities, Authorizers, Academy Board and the HES Administration.
- Creates and maintains spreadsheets, databases, and statistical reports regarding enrollment, transportation, purchases, directories (students and parents, staff, and vendors) and attendance.
- Provides administrative support for special projects including research, compiling data and preparation of reports based on results.
- Composes and prepares correspondences related to current and prospective students and daily attendance records as assigned.
- Keeps Principal current with all regularly collected data and stakeholder concerns.
- Uses data to guide decision-making and make improvements to the department as needed.

REPORTING AND COMPLIANCE

- Ensures that student and staff attendance, late arrival and early dismissals, visitors' records, staff time sheets and substitute documentation are all maintained and accessible through the Academy time and attendance and other recording systems.
- Generates reports as needed by the HR department and the Academy Principal to ensure compliance with local and State requirements, Academy Board and HES administration.
- Maintains accurate student immunization data ensuring accuracy and compliance.
- Prepares attendance reports and documents for auditors as needed.
- Processes all required new students enrollment documentation in accordance with state and local guidelines.
- Complies with all District, school, and departmental policies; upholds the employment and FERPA protections of confidentiality and proper daily operations

PROFESSIONAL QUALITIES

- Provides excellent customer service and imparts positive communication with all stakeholders.
- Maintains professional appearance and behavior appropriate to a public setting and the HES philosophy.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively
- Follows organizational system for documenting and communicating student progress and/or concerns to stakeholders.
- Channels concerns to administration for solutions including escalating potential issues to the HES President; performs other duties as assigned.
- Demonstrates flexibility in ensuring that assignments are completed in a timely manner
- · Understands the school mission and adopts and works within the vision and pillars established by HES
- Follows an organizational system for documenting and communicating student admissions, drops, transfers, and concerns with stakeholders.
- Performs variety of clerical duties as assigned by Principal
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as may be assigned by the supervisor and HES President or her/his designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment. Student teachers and/or other volunteers are required to submit a criminal background check prior to the first day of service.

APPROVALS:

All activities requiring supervisor's review must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS

The responsibility does not include authority to hire and/or fire staff. All purchases must be pre-approved by the HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, diplomacy, math aptitude, organization, planning, professionalism, reading skills, computer literacy, keyboard skills, and time management skills

EDUCATION/ TRAINING:

High School Diploma is required; Associate Degree in Science or Liberal Arts is preferred. Must comply with continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting, standing or walking for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer.

DETROIT 26924-20 1524806v2



Job Title: Pre-K Support Aide	Department: Tutorial
Supervisor: Early Childhood Specialist	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the Early Childhood Specialist, assists in the smooth and efficient operation of the Pre-K classroom and provides Additional support to the classroom teacher and the Associate Teacher.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists the classroom teacher and associate Teacher in creating an orderly classroom environment conducive to learning and to the appropriate developmental levels of the Pre-K students.
- Collaborates with the classroom teacher and associate teacher to provide effective individual and small group instruction, activities and projects that are relevant to students' needs, interests and abilities.
- Follows teacher lesson plans and maintains a detailed report as may be required.
- Collaborates with teacher(s) with common goals to increase student achievement.
- Reports to duties on time and contributes to effectively ensuring student safety, orderly behavior and maintaining classroom routines.
- Performs job duties to support student achievement consistent with the job description.

SUPERVISION AND IMPLEMENTATION

- Collaborates with the Lead Pre-K teacher & Associate Teacher to effectively implement lesson plans consistent with the needs and abilities of students
- Maximizes instruction time to students who are designated at-risk
- Handles confidential/sensitive information appropriately.
- Uses appropriate interventions when responding to student behaviors.
- · Assists with snack time, meal time, rest time, transitions, physical activities and indoor and outdoor activities
- Enforces the Academy's Pre-K student discipline policies clearly and consistently.

PROFESSIONAL LEARNING OPPORTUNITIES

- Performs routine self-evaluation to identify areas of strengths and needs and seeks ways to improve and enhance work related skills.
- Attends meetings, conferences, courses and other training sessions as may be needed for professional growth and development and effectively implements new strategies.
- Ensures timely and complete participation in and documentation of training and PLOs where applicable.
- Attends all parent- teacher conferences, open houses, and orientations, as well as any other school events as required.
- Utilizes supervisor's directives and stakeholder feedback to improve performance.
- Sets and reaches own goals for self-improvement consistent with the job requirements and/or Academy needs.

RESULTS AND DATA MANAGEMENT

- Maintains and updates student files and documentation of individualized instruction.
- Evaluates student progress review of child assessment data and provides feedback to Lead Pre-K teacher on recommendations best suited for student.
- Tracks students' developmental progress and evaluates growth improvements as indicated by GSRP and curriculum guidelines.
- Uses data to inform decision-making; analyzes disciplinary data; evaluates progress; recommends programs for improvements; awards progress and achievement.
- Ensures lessons are effectively followed and student achievement is evident.

REPORTING AND COMPLIANCE

- Accurately completes and timely submits all required paperwork and up-to-date reports per specifications including records of individualized student activities.
- Demonstrates positive support to the School Improvement Plan (SIP). Documents students' progress and achievement in tutorial sessions.
- Tracks daily assignments and evaluates students' accuracy and completion of practice exercises/activities.
- Consistently and thoroughly completes the Individualized Instruction Reports.
- Complies with all Academy and department-wide policies, daily routines and guidelines.
- Collaboratively participates in Academy committees that contribute to a positive learning environment.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication with all students and stakeholders.
- Fosters teamwork and demonstrates flexibility as to unscheduled assignments and/or placements and understands and works towards the Academy's mission.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Follows an organizational system for documenting and communicating student progress and concerns.
- Performs all duties with quality, efficiency and commitment consistent with the Academy's mission.
- Performs other duties as may be assigned in writing by the Supervisor, Principal and Superintendent or her designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the Chief Operating Officer, HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING:

Must have a valid CDA or Associates Degree in Early Childhood Education or Child Development from one or more regionally accredited two- or four-year colleges or universities (Accredited by either a regional accrediting agency or by the National Council for the Accreditation of Teacher Education (NCATE) or an existing MDE 120 hour approval
 Official Transcripts must be provided. Transcripts from a foreign University must be evaluated by an MDE accredited evaluation entity for US credit/degree equivalency.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching. Ability to work indoors and outdoors year round

Issued and Approved By: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Principal & Assistant Superintendent	Department: Instructional Administration
Supervisor: Superintendent & HES President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Superintendent & CEO, the Assistant Superintendent shall serve as the Instructional Leader for the Academies by providing the instructional and curricular leadership that creates, implements, maintains, and enhances Academic excellence, and achievement for all students in alignment with all mandated and applicable guidelines and policies in addition to serving as the instructional and administrative leader to the assigned Academy.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENT

- Acts as the instructional leader of the Academies by setting and providing annual goals, targets, and/or benchmarks; monitors their implementation in alignment with HES and the Academies' missions and visions.
- Directs the overall activities of planning, developing, implementing, and evaluating the Academies' instructional programs in alignment with national standards & the Michigan Curriculum Standards
- Ensures alignments of systems, programs and methodologies across the Academies, taking into consideration and targeting the specific needs for each academy
- Provides support and leadership to the Academies' Principals in the areas of curriculum, instruction, staff development and administration.
- Provides support to the Academies' Principals in coordinating, developing and implementing the School Improvement Plan (SIP).
- Oversees the Academies' supplemental and enrichment programs including after school and summer programs to ensure alignment with the academic program goals and policies.
- Plans, evaluates, and recommends programs, systems, policies, goals and objectives for the Academies in alignment with HES and the Academies' mission.
- Researches, recommends and oversees the implementation of programs and activities with the objective of enhancing students' academic performance.

SUPERVISION AND IMPLEMENTATION

Assistant Superintendent:

- Supervises the instructional program, and evaluates, develops, and reviews the curricular offerings and instructional program of all the academies.
- Supervises the selection of textbooks, materials, and equipment for the academies, and ensures the alignment of instructional materials across the academies
- Provides for the proper supervision, guidance and support of Academies' Principals to ensure effective academic program implementation.
- Monitors, supervises, and evaluates the Academies' curriculum maps to ensure consistent alignment with GLCE's and CE's program practices
- Collaborates with the Director of Accountability, Improvement & Assessment to plan and implement systems and processes that best meet the needs of the Academies, and to ensure that all the Academies are in compliance with Authorizer, Federal, State, and Local requirements.
- Oversees extracurricular academic contests and activities to ensure that such activities are aligned with the curriculum, support students' academic achievement and are aligned with the Academies' missions and visions.

Principal:

- Supervises the daily operations of the Academy ensuring the smooth and efficient operation and is available for direct supervision.
- Supervise the development, implementation and monitoring of the after school and summer programs.
- Plans and develops students, staff and school schedules in the best interests of the students and within HES guidelines and Academies' policies.
- Ensures all plans, recommendations and activities are consistent with and monitors the designated budget.
- Supervises building custodial care with facilities manager.
- Supervises the Academies' Food Service Program.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Recommends and directs committees and task teams as needed.
- Trains, supervises and evaluates personnel assigned within the area of responsibility.
- Conducts a program of in-service education for assigned personnel.
- Plans, provides, or facilitates appropriate training and resources for students and staff consistent with the requirements.
- Conducts meetings of the staff as are necessary to the proper functioning of the academies.

RESULTS AND DATA MANAGEMENT

Assistant Superintendent:

- Collaborates with the Director of Accountability, Improvement & Assessment to oversee the local and state student assessment program for the Academies and directs programs to improve student performance.
- Collaborates with the Superintendent and monitors latest research, trends and developments in curriculum and instruction, and disseminates such information to appropriate personnel with the intent of providing philosophical direction to curriculum development.
- Assists in supervising and evaluating Principals' performance focusing on student achievement and ensuring accountability.
- Uses data to effectively impact decision-making, goal setting, planning and awarding student and staff achievement.

Principal:

- Develops, recommends, administers consistent with the departments and programs budgets. Ensures that parents are kept up-to-date with timely communication of students' progress and concerns, as well as school events and activities.
- Supervises the daily operations of the assigned Academy ensuring the classrooms and subjects are running smooth and efficient, and are available for direct supervision.
- Supervises and evaluates staff performance at assigned academy, focusing on student achievement and ensuring accountability.

REPORTING AND COMPLIANCE

- Directs the planning for and coordinates implementation to special, federal and state-funded projects to ensure compliance and to meet student's needs.
- Assists the Superintendent in preparing and submitting compliance reports and documents, and records as required by law, Board policies, and administrative directives to the Board of Directors.
- Submits such reports and records as required by law, Board policies, and administrative directives.
- Ensures that all the Academies Board and administration policies are effectively explained and implemented.
- Keeps the Superintendent/HES President informed of issues and concerns.

PROFESSIONAL QUALITIES

- Maintains great customer service and positive communication with staff, students' parents and community while serving as a role model and example for others to follow.
- Assists in the interview, selection and assignment of personnel.
- Performs all duties with quality, efficiency and commitment to the Schools & their Management.
- Performs other duties as may be assigned by the Supervisor
- Maintains liaison with social, professional, civic, volunteer, and other community agencies having an interest in the assigned school.
- Conducts a community relations program and coordinates it with the district program.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

- Must have advanced oral comprehension & expression skills, advanced written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, and highly developed organization and planning skills
- Must exhibit exemplary professionalism, accomplished computer literacy skills, and advanced time management skills.
- Requires extensive experience with Leadership, Supervision and Diplomacy
- Must have advanced conflict resolution skills, negotiation and persuasion skills and experience working under rigorous pressure
- Extensive experience working and serving a diverse student population and community.
- · Must be able to work long hours

EDUCATION/ TRAINING:

- Minimum of a Master's Degree in Education or related field or an equivalent combination of education and experience.
- Must have School Administration Certification or be enrolled in and accredited program in which a School Administrator Certification will be attained within 3 years.
- Thorough knowledge of Michigan Curriculum Standards
- A minimum of three years professional experience in an educational setting.
- Experience in school Administration, preferably as a School Principal.
- Must comply with all applicable laws related to maintaining an Administrator's Certificate.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds, in addition to occasional stooping, bending, and reaching. Must work indoors and outdoors year-round

Issued & Approved by: Name & Title:	Signature:
Employee Name & Title:	Signature:



Job Title: Principal	Department: Instructional Administration
Supervisor: Superintendent and HES President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Superintendent and HES President, the Principal shall serve as the instructional and administrative leader of the Academy.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENT

- Directs the overall activities of planning, developing, implementing, and evaluating the Academy's instructional programs and staff development in alignment with national standards & the Michigan Curriculum Standards with a special focus on student achievement.
- Provides leadership in curriculum, instruction, staff development and administration.
- Oversees the Achievement Campers Program (ACP) and Athletic Programs, in collaboration with the ACP Coordinator and Athletic Program Director to ensure alignment with the Academy's academic program goals and policies.
- Researches, recommends, evaluates and oversees the implementation of programs and activities with the objective of enhancing students'
 academic performance, increasing staff morale and in the best interest of the academy.
- Researches, recommends and implements programs and activities to improve the safety, discipline and health of students.
- Recommends and implements programs for proper utilization of the building, physical facilities, and school playgrounds.

SUPERVISION AND IMPLEMENTATION

- Supervises the instructional program, evaluates, develops, and reviews the curricular offerings and instructional program of the Academy.
- Supervises the daily operations of the Academy ensuring the smooth and efficient operation and is available for direct supervision.
- Supervises the development, implementation and monitoring of after school and summer programs.
- Plans and develops students, staff and the Academy schedules in the best interests of the students and within HES guidelines and the Academy policies.
- Supervises and guides students consistent with the Academy's policies and guidelines.
- Recommends requisitions and adequate books, resources, supplies and equipment.
- Ensures all plans, recommendations and activities are consistent with the designated budget and provides continual budgetary adherence.
- Supervises building custodial care with the Director of Buildings, Facilities and Transportation.
- Supervises the Academy's Food Service Program.

PROFESSIONAL LEARNING OPPORTUNITIES

- Recommends and directs committees and task teams as needed.
- Trains, supervises and evaluates personnel assigned within the areas of responsibility.
- Conducts a program of in-service education for assigned personnel.
- Conducts meetings of the staff as are necessary to the proper functioning of the Academy.
- Plans, provides or facilitates appropriate training and resources for students and staff consistent with the requirements.

RESULTS AND DATA MANAGEMENT

- Coordinates the local and State student assessment program for the Academy and directs programs to improve student performance.
- Develops, recommends, administers consistent with the departments and programs budgets. Ensures that parents are kept up-to-date with timely communication of students' progress and concerns, as well as school events and activities.
- Supervises the daily operations of the Academy ensuring the classrooms and subjects are running smooth and efficient, and is available for direct supervision.
- Supervises and evaluates staff performance, focusing on student achievement and ensuring accountability.
- Uses data to effectively impact decision-making, goal setting, planning and awarding student achievement.

REPORTING AND COMPLIANCE

- Directs the planning for and coordinates implementation to special, federal and state-funded projects to ensure compliance and to meet student needs.
- Assists the Superintendent in preparing and submitting compliance reports and documents, and records as required by law, Board policies, and administrative directives to the Board of Directors.
- Prepares and submits compliance reports, documents and records as required by law, Academy Board policies, and administrative directives.
- Ensures that all Academy Board and HES policies are effectively explained and implemented.
- Keeps the Superintendent and HES President informed of issues and concerns.

PROFESSIONAL QUALITIES

- Maintains exceptional customer service and positive communication with staff, students' parents and community while serving as a role model and example for others to follow.
- Maintains liaison with social, professional, civic, volunteer, and other community agencies having an interest in the Academy.

- Assists in the interview, selection and assignment of personnel, certified and classified employees.
- Conducts a community relations program and coordinates it with the district program.
- Performs all duties with quality, efficiency and commitment to the Academy and its Management.
- Performs other duties as may be assigned by the Supervisor.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

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SKILLS/EXPERIENCE:

- Must have advanced oral comprehension & expression skills, advanced written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, and highly developed organization and planning skills
- Must exhibit exemplary professionalism, accomplished computer literacy skills, and advanced time management skills.
- Requires extensive experience with Leadership, Supervision and Diplomacy
- · Must have advanced conflict resolution skills, negotiation and persuasion skills and experience working under rigorous pressure
- Extensive experience working and serving a diverse student population and community.
- Must be able to work long hours

• EDUCATION/ TRAINING:

- Minimum of a Master's Degree in Education or related field or an equivalent combination of education and experience.
- Must have School Administration Certification or be enrolled in and accredited program in which a School Administrator Certification will be attained within 3 years.
- Thorough knowledge of Michigan Curriculum Standards
- A minimum of three years professional experience in an educational setting.
- Experience in school Administration, preferably as a School Principal.
- Must comply with all applicable laws related to maintaining an Administrator's Certificate.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds, in addition to occasional stooping, bending, and reaching. Must work indoors and outdoors year-round.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: School Social Worker	Department: Student Services
Supervisor: Principal	Employer: Hamadeh Educational Services(HES)

BASIC FUNCTION:

Under the supervision of the Principal, provides direct and indirect services to students, parents, and the school staff at the assigned Academy. Performs the functions outlined in the Michigan Administrative Rules for Special Education.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Provides adequate direct and/or indirect services for students with behavior, emotional, learning and other impairments/disabilities if and when the Academies have such cases.
- Collaborates with the Principal, teachers, and other school personnel to improve the use of existing school programs and procedures
- Plans and implements new programs and procedures related to the educational, social and emotional needs of students.
- Plans, organizes, recommends academic programs to help students improve their academic achievement and become successful at their grade level.
- Plans, organizes, recommends, and schedules appropriate direct in-service training programs or courses for parents and students, including determining training needs programs.
- Identifies problems and situations interfering with the students' abilities in optimal use of the educational experience.
- Participates with staff in altering situations that are adversely affecting the personal, social-emotional, and active subjects and studies.
- Plans and implements new school-wide programs/procedures related to students' educational, social and emotional needs.
- Plans and implements individual and group social work sessions to guide and assist students as needed.
- Plans and implements appropriate measures to address crisis situations.
- Researches best practices and identifies resources to supplement class instruction for students with special needs.

SUPERVISION AND IMPLEMENTATION

- Provides assistance to teachers, staff and parents in the interpretation of abilities and needs of individual students.
- Provides the IEP committees with comprehensive diagnostic evaluations and reports of at-risk students as needed.
- Shares data and data interpretation with proper staff and administration to ensure each student has equity and access.
- Collaborates with counselor(s) to provide activities designed to improve and support the emotional, behavioral and social skills development of students.
- Collaborates with staff and administration to identify and acts on problems and situations interfering with learning.
- Collaborates with the IEP Committees to determine the eligibility of students for resource room and social work services.
- Conducts individual student and group sessions using staff schedules that are conducive to learning.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends meetings, activities and training sessions as may be needed and effectively implements new strategies.
- Ensures timely and complete participation in and documentation of PLOs where applicable.
- Coordinates and develops resources within and outside of the school system that are beneficial to students, their families, and school personnel.
- Provides problem-solving services to students and their families through individualized groups and community social work methods; enabling those served to cope with problems adversely enhancing the ability of the students' to optimally acquire the educational experience.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or the Academy's needs.
- Plans, provides or facilitates appropriate student, staff and parent training consistent with the SIP, IEP's and department needs.

RESULTS AND DATA MANAGEMENT

- Provides the individualized educational planning committees, with comprehensive diagnostic evaluations of students at risk, such as the
 emotionally impaired if and when the Academies have such cases.
- Collaborates with the individualized Educational Planning Committees in determining the eligibility of the emotionally impaired programs and services.
- Uses data to effectively impact decision-making, goal setting and planning in the best interest of students and the Academy.
- Utilizes appropriate resources and information to resolve concerns in a consistent and timely manner.
- Consistently updates, tracks, and analyzes data to inform progress or needed changes in social work services.

REPORTING AND COMPLIANCE

- Adheres to all established policies, procedures and code of ethics.
- Coordinates all IEP meetings, updates and record keeping.
- Documents and provides reports to the immediate supervisor of appropriate records, service logs, schedules, and other documentations as needed for management, planning and reporting.
- · Complies with all the district, Academy and department-wide policies and daily routines and guidelines.
- Collaborates with the administration and uses referral sources as needed in dealing with situations pertinent to external agencies.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication with administration, staff, students, parents and community.
- Demonstrates professionalism in work ethics, handling confidential information, and conflict management.
- Follows an organizational system for documenting and communicating student progress and concerns with stakeholders.
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as may be assigned in writing by the Principal, Superintendent, and HES President or her/his delegate.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the Chief Operating Officer, HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills; Experience in individual, group and family therapy with adolescents; Experience working in schools

EDUCATION/ TRAINING

- Master's Degree in Social Work and eligibility for a Master's Level Social Work license or limited Master's Level Social Work License.
- Full or temporary school social work approval is also required to provide social work services in the school setting.
- Must comply with all applicable laws related to the Administrator's certificate.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Student Monitor	Department: Student Services and Library
Supervisor: Dean of Student Affairs	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Dean of Student Affairs, monitors students' conducts during lunch hours, in the hallways, and throughout the school buildings to ensure proper order and safety as well as assist students with weekly library checkout by helping student choose appropriate grade level books; both check in and check out.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Collaborates with supervisor to service and monitor students.
- Organizes books on shelves
- Supervises students in a proactive and alert manner during lunch time to include, but not limited to, walking up and down cafeteria aisles monitoring students, looking around ensuring that students are in their assigned seats, redirecting inappropriate behavior in a professional manner, assisting students as needed such as opening milk cartons, ketchup packets, etc.
- Student monitor must be aware of and consistent with the following: Lunch schedules, students safety, monitor students and stopping them from running in the cafeteria, ensuring that students are raising their hands to get up, stopping students from playing with their food, or throwing their food away before trying to eat it with time allowed, and pay attention to allergic reactions among students and reporting them promptly to the school nurse and/or the closest administrator in charge.
- Categorizes priorities and demonstrates attentiveness to work schedule.
- Becomes familiar with the special skills and techniques required in dealing with students in special programs, and should a problem occur, brings the student to the attention of the supervisor and/or Principal.

SUPERVISION AND IMPLEMENTATION

- Performs outside arrival and dismissal supervision duties per the schedule assigned by supervisor.
- Monitors and immediately reports issues, graffiti, and safety hazards to supervisor.
- Monitors student behavior during lunch, travel, in hallways and in the athletic program as may be assigned.
- Supervises students' conduct while on board, and makes sure they are following safety procedures
- Appropriately handles minor class infractions according to the school and classroom policies.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Performs routine self-evaluation to identify areas of strengths and needs and seek ways to improve and enhance work related skills.
- Attends staff meetings, activities and training sessions as required. Participates in recommended training programs, conferences, courses or other aspects of professional growth.
- Attends all Parent-Teacher Conferences, open houses, and orientations, as well as any other school events as may be required.
- Ensures timely and complete participation in and documentation of PLOs where applicable.
- Participates in department improvement plan by sharing ideas and input to enhance services and program.

RESULTS AND DATA MANAGEMENT

- Use library circulation system (circulation) to check out books
- Sets and reaches own goals for self-improvement consistent with job requirements and/or school needs.
- Observes and reports to certain areas in the school that require additional monitoring.
- Monitors and reports safety hazards with the appropriate school personnel.
- Establishes and maintains positive interpersonal relationships with all stakeholders.
- Demonstrates professionalism in work ethics, handling confidential information, and managing conflicts.
- Effectively performs administrative duties (Ex. copying, posting student work, and assisting staff in non-instructional activities, etc.)

REPORTING AND COMPLIANCE

- Reports and documents any issues to supervisor.
- Reports lost or damaged books to appropriate staff member and/or Supervisor to follow up.
- Assesses books for damages and reports to appropriate staff member and/or Supervisor.
- Adheres to all established policies, procedures and code of ethics.
- Immediately reports any unusual circumstances, issues or observations regarding safety and compliance concerns to appropriate supervisor(s).
- Communicates with supervisors any concerns about individual student's behavior, dress code or attitude which is not in line with school regulations, and/or reflects need for immediate intervention.

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PROFESSIONAL QUALITIES

- Demonstrates flexibility in unscheduled assignments and/or placements and understands, adopts and works towards the school mission.
- Complies with all the HES, department-wide, State and local rules and guidelines concerning safety.
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as may be assigned by the Supervisor, Principal or Superintendent or her designee.
- Communicates effectively and positively with staff, students and parents as needed.
- Follows an organizational system for documents and communicating progress and concerns with stakeholders.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the Chief Operating Officer, HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

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SKILLS/EXPERIENCE:

 Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, time management skills, Ability to understand, follow, and enforce safety procedures.

EDUCATION/TRAINING

High School Diploma or GED preferred

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, kneeling, crawling and reaching. Ability to work indoors and outdoors year round.

Issued and Approved By: Name and Title :	Signature:
Employee Name and Title:	Signature:



Job Title: Substitute/Paraprofessional		Department: Tutorial
Supervisor: Coordinator of Tutorial, Programs	ESL and Title III	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the classroom teacher, assists in the smooth and efficient operation of the classroom and provides challenged/at-risk students with individualized instruction.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists the classroom teacher in creating an orderly classroom environment conducive to learning and appropriate to the maturity and interests of the students.
- Collaborates with the classroom teacher to proactively plan and provide effective individual and small group instruction, activities, and projects that are relevant to students' needs, interests, and abilities.
- Follows teacher lesson plans and maintains a detailed report as may be required.
- Collaborates with teacher(s) with common goals to increase student achievement.
- Reports to duties on time and contributes to effectively ensuring student safety, orderly behavior, and maintaining classroom routines
- Performs job duties to support student achievement consistent with the job description.

SUPERVISION AND IMPLEMENTATION

- Collaborates with the classroom teacher to effectively implement lesson plans consistent with the needs and abilities of students Maximizes instruction time for students who are designated at-risk
- Handles confidential/sensitive information appropriately.
- Uses appropriate interventions when responding to student behaviors.
- Enforces the Academy's student discipline policies clearly and consistently.

PROFESSIONAL LEARNING OPPORTUNITIES

- Performs routine self-evaluation to identify areas of strengths and needs and seek ways to improve and enhance work related skills.
- Attends meetings, conferences, courses and other training sessions as may be needed for professional growth and development and effectively implements new strategies.
- Ensures timely and complete participation in and documentation of training and Professional Learning Outcomes PLOs where applicable.
- Attends all parent- teacher conferences, open houses, and orientations, as well as any other school events as required Utilizes supervisor's directives and stakeholder feedback to improve performance.

RESULTS AND DATA MANAGEMENT

- Maintains and updates student files and documentation of individualized instruction.
- Evaluates student achievement through review of assessment data and makes recommendations to teacher on course of action best suited for student.
- Tracks students' daily assignments and evaluates students' performance and improvements as evidenced by progress reports and report cards.
- Uses data to inform decision-making, analyzes disciplinary data and to evaluate progress and recommends programs for improvements and award progress and achievement.
- Ensures lessons are effectively followed and student achievement is evident.

REPORTING AND COMPLIANCE

- Accurately completes and timely submits all required paperwork and up-to-date reports per specifications including records of individualized student activities.
- Demonstrates positive support to School Improvement Plan (SIP).
- Documents students' progress and achievement in tutorial sessions.
- Tracks daily assignments and evaluates students' accuracy and completion of practice exercises /activities.
- Consistently and thoroughly completes the Individualized Instruction Reports.
- Complies with all the district, Academy, department-wide policies and daily routines and guidelines.
- Collaboratively participates in school committees that contribute to a positive learning environment.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication with all students and stakeholders.
- Fosters teamwork and demonstrates flexibility as to unscheduled assignments and/or placements and understands and works towards the Academy's mission.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Follows an organizational system for documenting and communicating student progress and concerns.
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as may be assigned in writing by the supervisor, Principal, Superintendent or her/his designee.

SAFETY LEGISLATION:

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APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation or as may be delegated by the HES Vice President or President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS

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CONFIDENTIALITY OF INFORMATION

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SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING:

- Must have at least 90 credit hours satisfactory credit (grade 'C' or better) combined from one or more regionally accredited twoor four-year colleges or universities. (Accredited by either a regional accrediting agency or by the National Council for the Accreditation of Teacher Education (NCATE).
- Official Transcripts must be provided. Transcripts from a foreign University must be evaluated by an MDE accredited evaluation entity for US credit/degree equivalency.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching. Ability to work indoors and outdoors year round

Issued and Approved by: Name and title:	Signature:
Employee Name and title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer

August 2019



Job Title: System Administrator and Technical Support Specialist	Department: Information Technology
Supervisor: Chief Technology Officer (CTO)	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the CTO and HES President, performs various technical support tasks with utmost efficiency and accuracy.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Completes System Scan for viruses, defragmentation, spy-ware, worms, and makes sure network file-sharing is kept to a minimum to avoid
 over-exposure.
- Assists in providing Power School training for staff and monitors server activity making sure it is running properly.
- Schedules technology equipment use for Academy events and ensures that equipment is available and in good shape.
- Records Academy events as required throughout the school year.
- · Photographs all staff and students at the beginning of the school year and as new staff and students join throughout the school year.
- Prints all ID Cards, including make-ups throughout the entire school year.
- All assignments are given a priority code with 1 being the highest; completes assignments based on priority code.
- Demonstrates flexibility in completing other tasks assigned by the CTO or HES President and assists the CTO in large school-wide projects.

SUPERVISION AND IMPLEMENTATION

- Ensures that all workstations are running properly, have internet access, have access to a printer nearby, and have all needed software patches.
- Ensures that all workstations are physically clean and in good working order.
- Ensures that all printers are connected and installed properly, ink/toner included.
- Troubleshoots any hardware or software problems that may arise.
- Maintains responsibility for all technology equipment and scheduling such as video cameras, digital cameras, VCR's, DVD Players, TV's, etc. ensuring they are in good condition and have charged batteries
- Removes irrelevant OEM installed software such as Outlook Express, Instant Messenger, MSN Explorer, Dell Help and any other unnecessary Startup programs.
- Sets up and installs any new/used machines and/or printers in the appropriate classroom or office. Installs essential software such as antivirus, office suite, PDF reader, firewall client, etc.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends all the Academy events and activities as may be directed by the HES President or the CTO, such as Parent-Teacher Conferences, open houses, orientations, PTO meetings, athletic meetings, events, and as may be directed
- Attends meetings, seminars, workshops and training as directed and effectively implements new strategies.
- Ensures timely and complete participation in and documentation of meeting and PLOs where applicable.
- Provides staff with training sessions as assigned by the CTO or HES President.
- Assists, redirects and guides staff, students and parents as necessary to ensure the smooth operation of the Academy.
- Utilizes feedback from the CTO and the Academy leaders based on professional methods in the best interest of students and the Academy.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or the Academy needs.

RESULTS AND DATA MANAGEMENT

- Completes setup and configuration of email addresses and group policies set by the CTO.
- Monitors network and server status at all locations. Ensures all services are running properly. Ensures network security is intact, including both intranet and internet security.
- Ensures that correct wiring and stance of all lab workstations and speakers, per CTO's specifications, takes place.
- Assists in maintaining academies' websites when needed by constantly updating areas including current news, students' links, staff links, parent links, lunch menus, pictures, etc.
- · Keeps ink/toner log for each printer.
- Assists the CTO in large school-wide projects including, but not limited to: student ID cards, staff ID cards, Follet Library Software
 configuration and patron maintenance, master clock configuration, phone system configuration, email/username/printing training, copier
 machine user setup codes, and overall technology equipment maintenance.

REPORTING AND COMPLIANCE

- Assists in following up with SRSD/ UIC data when needed.
- · Creates and runs reports in Power School as needed.
- Timely and accurately enters and imports into Power School information such as student, testing results, scheduling and staff data.

- Reports any damages as a result of negligence by staff or students to supervisor.
- Responds to written or verbal requests within 1-2 school days.
- Submits formal requests to supervisor for items that need purchasing such as software or hardware for out-of-warranty computers.
- Submits weekly reports to the CTO at the end of the day on Thursdays, preferably through email.
- Complies with all District, school, and departmental policies; upholds the employment and FERPA protections of confidentiality and proper daily operations

PROFESSIONAL QUALITIES

- Uses, manages, stores, and analyzes data effectively and appropriately.
- Creates and composes memos and letters to appropriate parents, students or staff.
- Maintains confidentiality of communication and only discusses matters with the appropriate individuals.
- Performs all duties with quality, efficiency and commitment to the Academy and its Management.
- Follows all duties and assignments directed by the CTO only and not by the staff directly.
- Performs other duties as may be assigned by the HES President or the CTO.
- Demonstrates flexibility to unscheduled assignments and/or placements ensuring that assignments are completed in a timely manner

SAFETY LEGISLATION:

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APPROVALS:

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EXCLUSIONS:

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SKILLS/EXPERIENCE:

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills, Technical Communication skills, Project Management experience, presentation and Technical Writing skills

EDUCATION/TRAINING:

• Minimum of Bachelor's Degree in Computer Science or related field and/or an equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, crouching, crawling, kneeling, balancing, climbing and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer.



Job Title: Talent Acquisition Manager	Department: Human Resources (HR)
Supervisor: Director of Talent Acquisition	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Director of Talent Acquisition oversees and maintains all aspects of Talent Acquisition Management.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Responsible for the recruitment and hiring of qualified staff for authorized job openings for HES and its academies under the direction of the Supervisor.
- Responsible for developing recruitment strategies which include job posting optimization, recruiting campaign planning and talent planning.
- Supervises department staff and ensures the productivity and efficiency of the department including ensuring appropriate staffing levels for the organization.
- Oversees all staff qualifications including teachers, teacher substitutes, paraprofessionals, food service handlers, bus drivers, administrators,
- Responsible for the management and implementation of effective sourcing strategies to expand external partnerships with colleges, job boards and vendors by promoting brand awareness
- Maintains a solutions driver approach to the ensure the success of the department focusing on quality and efficiency and morale.
- Determines applicant qualification and compatibility by understanding job descriptions, qualifications and certifications.
- Liaison with existing and prospective candidates to ensure they are consistently updated on progress ensuring all candidates receive a
 positive recruitment experience
- Manage and oversee the applicant tracking system including ensuring all staff adhere to documenting applicant and employee information within the system
- Coordinates the overall HR Recruitment process including attending job fairs and the careful selection of prospective employees
- Assists with contract negotiations, contract signings, initial orientation of basic employment expectations, policies and procedures
- Manages a wide range of recruitment poll and databases and communicates to leadership potential issues and concerns.
- Makes recruitment and selection recommendations to the Supervisor.
- Processes internal and external job announcements and related procedures.
- Participates in department improvement plan by sharing ideas and input to enhance services and programs including promoting innovating ideas and strategies to increase the success of the department.

SUPERVISION AND IMPLEMENTATION

- Oversees, prepares, and maintains employee application process and personnel records to include updating documentation as needed.
- Follows through with full cycle recruitment on staff development needs.
- Assists supervisors with innovative and effective methods to increase productivity and performance.
- Works in collaboration with supervisor in evaluating Talent Acquisition staff and their developmental needs.
- Provides best practices advice and support on all matters relating to recruitment.
- Provides support on appropriate sourcing strategies and placements.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends meetings, activities and training sessions, and school events as needed.
- Seeks opportunities and mentoring for growth and professional development.
- Evaluates and recommends staff development needs.
- Plans personal development goals to be consistent with and supportive of job requirements and HES Academy needs.
- Ensures timely and complete participation in and documentation of training sessions including PLOs as needed.

RESULTS AND DATA MANAGEMENT

- Provides assistance in overseeing the school schedule for compliance consistently with staff qualifications.
- Provides assistance with ensuring employee procedures and policies are clear, documented, and communicated.
- · Provides assistance with ensuring all job openings and vacancies are timely filled with qualified and organizationally compatible staff
- Provides assistance with ensuring terminated, new, and active staff lists are up-to date and available for easy reference.
- Assists in the completion of all employment verification forms, recommendations, various documentation and correspondence.
- Assists and prepares an updated new staff list and terminated staff list.
- · Assists in preparing, compiling, and maintaining HR information for quarterly/annual personnel reports.

REPORTING AND COMPLIANCE

- Completes and administers reporting and compliance requirements regarding new staff qualifications to the supervisors in addition to adhering to compliance requirements.
- Provides assistance with ensuring staff training and certification are current and aligned with guidelines and policies.
- Complies with all HES and District, Academies, department-wide policies, daily routines and State and Federal guidelines.
- Completes and timely submits all required reports and communication per specifications.
- Reports all complaints, actions, and issues related to the Academies to Supervisor; maintains accurate records,
- Maintains professional appearance and demonstrates self ethically and in a manner appropriate to a public setting and HES philosophy.
- Demonstrates availability when needed.

PROFESSIONAL QUALITIES

- Follows an organizational system for documenting and communicating staff hires, terminations, transfers and concerns with stakeholders
- Recommends requisitions and adequate office space, furniture and benefits for employees.
- Takes all necessary measures to ensure confidentiality of all staff information.
- Represents the best possible impression of our organization when interacting with the community, prospective employees, current employees, and other industry professionals.
- Performs all duties with quality, efficiency and dedication to HES and its Academies and its Management.
- Performs other duties as may be assigned by the Supervisor.

SAFETY LEGISLATION:

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APPROVALS:

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The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING:

- Minimum a Bachelor's degree in Human Resources or related field or an equivalent combination of education and experience.
- Thorough understanding of Michigan Human Resource regulations and requirements
- A minimum of three years professional experience in Human Resources and/or supervision
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Talent Acquisition Specialist	Department: Human Resources (HR)
Supervisor: Director of Talent Acquisition	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the HES Director of Talent Acquisition and the HR Department oversees and maintains all aspects of Human Resources management excluding payroll and benefits administration.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- · Recruits, interviews and hires qualified staff for authorized job openings for HES and its academies under the direction of the Supervisor.
- Manages and consults on recruitment postings and advertisements as needed.
- Oversees all staff qualifications including teachers, teacher substitutes, paraprofessionals, food service handlers, bus drivers, administrators, etc.
- Responsible for initial screening of talent to determining compatibility with organizational staffing needs.
- Determines applicant qualification and compatibility by understanding job descriptions, qualifications and certifications.
- Stays engaged with applicant pool by maintaining good relationships and building strong and trusting partnerships.
- Tracking, recording and organizing all applicants through Excel, Taleo and various recruiting software.
- Assists the overall HR Recruitment process including attending job fairs and the careful selection of prospective employees
- Assists with contract negotiations, contract signings, initial orientation of basic employment expectations, policies and procedures
- Maintains a wide range of recruitment poll and databases and makes recruitment and selection recommendations to the Supervisor.
- Processes internal and external job announcements and related procedures.
- Participates in department improvement plan by sharing ideas and input to enhance services and program.

SUPERVISION AND IMPLEMENTATION

- Oversees, prepares, and maintains employee application process and personnel records to include updating documentation as needed.
- Follows through with full cycle recruitment on staff development needs.
- Assists supervisors with innovative and effective methods to increase productivity and performance.
- Provides quality assurance checks with new staff to ensure best practices as directed by supervisor
- Provides best practices advice and support on all matters relating to recruitment.
- Provides support on appropriate sourcing strategies and placements.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends meetings, activities and training sessions, and school events as needed.
- Seeks opportunities and mentoring for growth and professional development.
- Evaluates and recommends staff development needs.
- Plans personal development goals to be consistent with and supportive of job requirements and HES Academy needs
- · Ensures timely and complete participation in and documentation of training sessions including PLOs as needed.

RESULTS AND DATA MANAGEMENT

- Provides assistance in reviewing the school schedule for compliance consistently with staff qualifications.
- Provides assistance with ensuring employee procedures and policies are clear, documented, and communicated
- Provides assistance with ensuring all job openings and vacancies are timely filled with qualified and organizationally compatible staff
- Provides assistance with ensuring terminated, new, and active staff lists are up-to date and available for easy reference.
- Assists in the completion of all employment verification forms, recommendations, various documentation and correspondence.
- Assists and prepares an updated new staff list and terminated staff list.
- Assists in preparing, compiling, and maintaining HR information for quarterly/annual personnel reports

REPORTING AND COMPLIANCE

- Secures teaching permits and licenses as needed and notifies staff in writing of all the procedures and requirements to maintain employment and compliance.
- Provides assistance with ensuring staff training and certification are current and aligned with guidelines and policies.
- Complies with all HES and District, Academies, department-wide policies, daily routines and State and Federal guidelines.
- Completes and timely submits all required reports and communication per specifications.
- Reports all complaints, actions, and issues related to the Academies to Supervisor; maintains accurate records.
- Maintains professional appearance and demonstrates self ethically and in a manner appropriate to a public setting and HES philosophy.
- Demonstrates availability when needed.

PROFESSIONAL OUALITIES

- Follows an organizational system for documenting and communicating staff hires, terminations, transfers and concerns with stakeholders
- Recommends requisitions and adequate office space, furniture and benefits for employees.
- Takes all necessary measures to ensure confidentiality of all staff information.
- Represents the best possible impression of our organization when interacting with the community, prospective employees, current employees, and other industry professionals.
- · Performs all duties with quality, efficiency and dedication to HES and its Academies and its Management.
- Performs other duties as may be assigned by the Supervisor.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary Information").

SKILLS/EXPERIENCE:

 Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING:

- Minimum a Bachelor's degree in Human Resources or related field or an equivalent combination of education and experience.
- Thorough understanding of Michigan Human Resource regulations and requirements
- A minimum of three years professional experience in Human Resources and/or supervision
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions by sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer.



Job Title: Teacher and Director of Early Childhood Program	Department: Administration – Instructional
Supervisor: Early Childhood Specialist or Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Principal and the Early Childhood Specialist, serves as a consultant/resource person as well as instructor of early childhood students and facilitates appropriate instruction and effective intervention strategies to maximize students' potential and achievement.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Directs the overall activities of planning, developing, implementing, and evaluating the Early Childhood Program with a special focus on student achievement.
- Serves as an instructional resource and advisor for teachers, associate teachers, student monitors, and students in the Pre-K Program and
 assist by further developing, supervising and evaluating the Early Childhood Instructional Program.
- Coordinating the development of the Early Childhood Program curriculum in alignment with the Michigan standards of early childhood.
- Recommends changes and improvements as may be needed, including the formulation of curriculum objectives, and the selection, development and revision of curriculum materials.
- Collaborates with teachers, associate teachers and student monitors to plan and implement units that best meet the learning needs of students

SUPERVISION AND IMPLEMENTATION

- Monitors and oversees the daily operation of the Early Childhood Program classrooms and subjects.
- Coordinates, prepares, and supervises the purchases of curriculum materials and resources for early childhood education.
- Provides for mentoring of the teachers, associate teachers and student monitors in the Early Childhood Program to ensure effective academic program implementation as needed
- Schedules, facilitates and conducts student home visits, parent/teacher conferences, and maintenance of the classroom assessment toolkit (Creative Curriculum)
- · Supervises and evaluates staff performance focusing on student achievement and ensuring accountability.
- Provides students with counseling, guidance and proper supervision as needed.
- Supervises the selection of textbooks, materials, and equipment needed in the Early Childhood Instructional Program.
- Reviews and recommends requisitions of adequate supplies, resources and equipment.
- Plans academic contests, activities, and concerts, fairs, and parents events.

PROFESSIONAL LEARNING OPPORTUNITIES

- Coordinates, participates, and oversees all educational team meetings and team activities
- Plans, provides, or facilitates appropriate training and resources for students and staff consistent with the requirements.
- Provides teachers with training individually or by groups as needed in Understanding by Design as a strategy to increase student understanding of the information they are learning
- Fosters professional growth and provides professional assistance and mentoring to staff as required
- Attends Staff meetings and training sessions as may be needed
- · Plans and conducts department meetings and / or training as well as school-wide staff meetings and trainings when required
- Coordinates and attends all school events and activities as may be directed, such as Parent-Teacher Conferences, open houses, orientations, PTC Meetings, etc.
- Serves on School Improvement Plan (SIP) and Total Quality Management (TQM) Committees.

RESULTS AND DATA MANAGEMENT

- Analyzes data within the Pre-K and Kindergarten Programs and uses results for improvement
- Evaluates students' performance in the Pre-K by reviewing report cards, progress reports and the results other formative and summative assessments
- Develops, recommends, and administers the department budget.
- Monitors latest research, trends and developments in curriculum and instruction and disseminates information to appropriate personnel with intent of providing philosophical direction to curriculum development
- Submits such reports and records as required by law, Board policies, and administrative directives.

REPORTING AND COMPLIANCE

- Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
- Assists the administration in implementing all policies and/or rules governing student life and conduct.
- Develops reasonable rules and procedures for classroom behavior, and maintains order in the classroom in a fair and just manner.

- Maintains accurate and up-to date records of students' work and results by constantly updating students' portfolios and Power School records
- Completes and submits all required updated reports per specifications (lesson plans, student attendance, portfolios, correspondence, grade book, lesson plan records, Progress Reports, logs, etc.)
- Complies with all District, school, department-wide policies and daily routines and guidelines.

PROFESSIONAL OUALITIES

- Participates in school committees that contribute to a more positive learning environment
- Participates collaboratively in school functions, activities, and committees Assists in the interview, selection and assignment of
 personnel, certified and classified employees.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Performs all duties with quality, efficiency and dedication to the Academy and its Management.
- Performs other duties as may be assigned in writing by the Principal, Superintendent, and HES President or her/his designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the Chief Operating Officer, HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION / TRAINING

- Minimum of a Bachelor's degree in the study of Childhood Education
- Must possess a current Michigan Teaching Certificate for Early Childhood
- Thorough knowledge of Michigan Core Curriculum and Creative Curriculum
- A minimum of three years of professional experience in an educational setting, school administration and supervision.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.
- Must be certified in adult/child/infant CPR and first aid

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, kneeling, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:



Job Title: Teacher and Instructional Coach	Department: Teaching
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Teacher: Under the direction of the Principal, creates an educational environment and teaches an educational program where all students will have the opportunity to receive the proper guidance and instruction, needed to promote their academic, social, mental, psychological, physical and emotional well-being.

Instructional Coach: The Instructional Coach is responsible for introducing practices into classrooms by working with teachers and administrators with the goal of increasing student engagement, improving student achievement, and building teacher capacity; guides the development and effective implementation of the District and School Improvement Plans in accordance with the stated mission and vision of the Academy. The Instructional Coach works as a colleague with classroom teachers to support student learning. Duties will focus on individual and group professional development that will develop the understanding of researched-based instruction. In order to focus on professional development, the Instructional Coach will provide support that is based on the goals and needs of individual teachers.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENT

Teacher

- Prepares for classes assigned and shows written evidence of preparation upon request of supervisor(s).
- Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
- Prepares and implements lesson plans that are aligned with curriculum maps for the grade level/subject area, and include activities for differentiated instruction to meet the varied learning styles, abilities and needs of students in a culturally sensitive environment

Instructional Coach

- Serves as the coach and mentor in the core subject area(s) to facilitate differentiated instruction and collaboration among the teachers.
- Facilitates the proper construction of benchmark lessons; plans and manages the development of standards-based curriculum, instruction and assessment plans and strategies.
- Facilitates the effective use of all core subject(s) textbooks, resources and instructional materials to meet the curriculum goals and coordinates the creation/updating of themes/units within the core subject(s).
- Serves as the facilitator for the core subject(s) by identifying and assisting in the adoption of curriculum resources and maintaining inventory.
- Facilitates the development of an annual core subject(s) plan with clearly stated goals and objectives.
- Facilitates the purchase and requisition of instructional materials to support teachers and the SIP goals.
- Works collaboratively with other team members on curriculum and instructional planning, department planning, and will accept and act upon feedback from supervisor.

SUPERVISION AND IMPLEMENTATION

Teacher

- Meets and instructs assigned classes in the locations and at times designated. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.
- Encourages students to set and maintain standards of classroom behavior.
- Guides the learning process toward the achievement of curriculum goals and in harmony with the goals.
- Establishes clear objectives for all lessons, units, projects and the like to communicate these objectives to students.
- Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or students groups involved.
- Strives to implement, by instructions and action, the Board's philosophy of education and instructional goals and objects.
- Implements classroom routines and procedures that maximize instructional time and enhance the learning environment.
- Provides differentiated instruction to meet the individual needs and abilities of students.
- Integrates appropriate technology tools and resources in planning and instruction to engage all students and promote learning and computer literacy.

Instructional Coach

- Serves as a resource to the School Improvement Team and works with school administrators to develop, implement and evaluate the Academy's Continuous Improvement Plan.
- Observes, provides guidance and support to assigned colleagues
- Coordinates communication and planning among all learning communities
- Coaches and mentors the teachers based on classroom observations and on teaching practices/techniques on a continual basis.
- Demonstrates leadership qualities by setting a personal example at high standards in all regards.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Participates in and provides professional learning opportunities that will enhance student achievement through improved lesson planning, curriculum alignment, implementation and student assessment.
- · Assists in the coordination of all school based PLOs linked to individual professional development plans, the SIP and individualized action

plans.

- Participates in and provides Professional Learning Opportunities focused on data analysis of student achievement.
- Participates in the SIP activities consistent with the SIP and the Academy's mission and guidelines.
- Attends and consistently contributes to the success of staff meetings, professional development sessions and action items.
- Follows feedback from supervisor and school leaders based on professional methods consistent with the SIP, Academy's mission, best practices and Michigan expectation.
- Sets and reaches own goals for self-improvement consistent with the job requirements and/or school needs.

RESULTS AND DATA MANAGEMENT

Teacher

- Assesses the accomplishments of students on a regular basis, seeking the assistance of District specialist as required.
- Diagnoses the learning disabilities of students on a regular basis, seeking the assistance of District specialist as required.
- Plans and administers various assessments to evaluate students' performance, including portfolios/presentations/ projects/achievement series/tests).
- Analyzes students' test results and data, and uses the results to advance students' achievement by establishing and implementing instruction and improvement plans.
- Recognizes and promotes student achievement by posting student work, parental contacts, and providing incentives and awards.

Instructional Coach

- Guides, mentors and supports staff and ensures timely follow up and accountability through ongoing classroom observations, and walkthroughs.
- Collects data, and establishes improvement plans based on varied student assessment results.
- Encourages and supports a process of properly reviewing and analyzing classroom assessment results, as well as sharing them with students and parents.
- Assesses curriculum alignment through analysis of standardized assessments, district wide assessment data, Michigan mandated test, benchmarks, and Grade Level Content Expectations (GLCES).

REPORTING AND COMPLIANCE

Teacher

- Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
- Assists the administration in implementing all policies and/or rules governing student life and conduct
- Develops and implements reasonable rules and procedures for classroom behavior and maintains order in the classroom in a fair and just manner.
- Maintains accurate and up-to date records of students' work and results by constantly updating students' portfolios and Power School records.
- Completes and submits all required updated reports per specifications (lesson plans, student attendance, portfolios, correspondence, grade book, lesson plan records, Progress Reports, logs, etc.)

Instructional Coach

- Creates and maintains an accurate and organized system for documenting and communicating school and subject expectations.
- Accurately completes and submits in a timely manner all required reports per specifications.
- Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
- Adheres to all established policies, procedures and code of ethics.
- Ensures that all HES, the Academy Board and administration policies are effectively implemented.

PROFESSIONAL QUALITIES

- Participates in committees that contribute to a more positive learning environment.
- Attends all Parent-Teacher Conferences, open houses, and orientations.
- Establishes and maintains positive interpersonal relationships with all children, parents/guardians, and fellow staff.
- Performs all duties with quality, efficiency, with the highest ethics, and dedication to the Academies and their Management.
- Performs other duties as may be assigned by the Principal or Superintendent or her designee.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING

- Minimum of a Master's degree in education or related field or an equivalent combination of education and experience.
- Thorough knowledge of Michigan Core Curriculum
- A minimum of three years professional experience in an educational setting.
- Appropriate Michigan State Teaching Certification or eligibility for such certification

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. Requires prolonged sitting or standing. Occasionally requires physical exertion to manually move, lift, carry, pull, or push heavy objects up to 25 pounds. Occasional stooping, bending, and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer.



Job Title: Teacher	Department: Academic – Instruction
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Principal, creates an educational environment and teaches an educational program where all students will have the opportunity to receive the proper guidance and instruction, needed to promote their academic, social, mental, psychological, physical and emotional well-being.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVMENTS

- Prepares for assigned classes and shows written evidence of preparation upon request of supervisor(s).
- Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
- Prepares lesson plans that are aligned with curriculum maps for the grade level/subject area and include activities for differentiated instruction to meet the varied learning styles, abilities, and needs of students in a culturally sensitive environment.
- · Proactively participates in department improvement plan by sharing ideas and input to enhance services and program.
- · Plans and implements individual and group learning sessions to guide and assist students as needed.
- Plans and implements appropriate measures to address crisis situations.
- Researches best practices and identifies resources to supplement class instruction for students with special needs.

SUPERVISION AND IMPLEMENTATION

- Meets and instructs assigned classes in the locations and at times designated, taking all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
- Encourages students to set and maintain standards of classroom behavior.
- Guides the learning process toward the achievement of curriculum goals and in harmony with the goals.
- Establishes clear objectives for all lessons, units, projects and the like to communicate these objectives to students.
- Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
- Strives to implement, by instructions and action, the Board's philosophy of education and instructional goals and objects.
- Implements classroom routines and procedures that maximize instructional time and enhance the learning environment.
- Provides differentiated instruction to meet the individual needs and abilities of students.
- Integrates appropriate technology tools and resources in planning and instruction to engage all students and promote learning and computer literacy.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Participates in the School Improvement Plan (SIP) activities consistent with the SIP and the Academy's mission and guidelines.
- Attends and consistently contributes to the success of staff meetings, professional development sessions, and action items.
- Utilizes supervisor, school leader and stakeholder feedback to improve own and department performance consistent with the SIP, the Academy's mission, best practice and Michigan expectations.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or Academy needs.
- Plans, provides or facilitates appropriate student, staff and parents training consistent with the SIP, IEP's and department needs.
- Ensures timely and complete participation in and documentation of PLOs where applicable.
- Attends meetings, activities and training as needed and seeks opportunities and mentoring from designated staff for growth and professional development and effectively implements new teaching strategies.

RESULTS AND DATA MANAGEMENT

- · Assesses the accomplishments of individual students on a regular basis, seeking the assistance of district specialist as required.
- Identifies the learning disabilities of students on a regular basis, seeking the assistance of district specialist as required.
- Participates in child study team meetings, IEP meetings and develops and implements lessons consistent with the IEP requirements.
- Plans and administers various assessments to evaluate students' performance, including portfolios/presentations/projects/Achievement Series/tests.
- Analyzes students' test results and data, and uses the results to advance students' achievement by establishing and implementing
 instruction and improvement plans.
- Uses data to effectively impact decision-making, goal setting and planning in the best interest of students and the Academy.
- Consistently updates, tracks and analyzes data to inform progress or needed changes in academic achievement.
- · Recognizes and promotes student achievement by posting student work, parental contacts, and providing incentives and awards.

REPORTING AND COMPLIANCE

- Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
- · Assists the administration in implementing all policies and/or rules governing student life and conduct.
- Develops reasonable rules and procedures for classroom behavior, and maintains order in the classroom in a fair and just manner.
- Maintains up-to date records of students' work and results by constantly updating students' portfolios and PowerSchool records.

- Completes and submits all required updated reports per specifications (lesson plans, student attendance, portfolios, correspondence, grade book, lesson plan records, progress reports, logs, etc.)
- · Complies with all the district, Academy and department-wide policies and daily routines and guidelines.

PROFESSIONAL QUALITIES

- Participates in school committees that contribute to a more positive learning environment.
- Participates collaboratively in school functions, activities, and committees and attends parent-teacher conferences, open houses, and orientations.
- · Maintains good customer service and positive communication with administration, staff, students, parents/guardians and community.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Establishes and maintains positive team spirit among all staff and the administration.
- Follows an organizational system for documenting and communicating student progress and concerns with stakeholders.
- · Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Performs all duties with quality, efficiency and dedication to the Academy and its management.
- Performs other duties as may be assigned in writing by the Principal or Superintendent or her/his designee.
- Channels concerns to administration for solutions.

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills

EDUCATION/TRAINING:

- Must hold at least a Bachelor's Degree
- Full State Certification in the subject and/or grade level(s) being assigned to teach including passing a state mandated comprehensive skill assessment and all other examination(s) required by Section 1531 of the revised school code
- Official Transcripts must be provided. Transcripts from a foreign University must be evaluated by an MDE accredited evaluation entity for US credit/degree equivalency.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, and reaching.

Issued and Approved by: Name and title:	Signature:
Employee Name and title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer.



Job Title: Technical Support Coordinator	Department: Information Technology
Supervisor: Chief Technology Officer (CTO)	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Performs varied and complex technical and data network support work and projects as assigned by the Chief Technology Officer (CTO) and HES President. Acts as functional department supervisor and oversees coordination of work with technical support specialists. .

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Coordinates and implements the overall technology activities in the building in accordance with policies established by Chief Technology
 Officer
- Ensures integrity of computer and data network systems by periodically completing System Scan for Viruses, Defragmentation, Spy-ware, worms, and makes sure network file-sharing is kept to a minimum to avoid over-exposure.
- Provides Power School training for staff and monitors server activity making sure it is running properly.
- Schedules Technology equipment's use for school events, and ensures that equipment are available and in good shape.
- Video tapes school events as required throughout the school year.
- Takes photos of all staff and students at the beginning of the school year, and as new staff and students join during the school year.
- Prints all ID Cards, including make-ups throughout the entire school year.
- Handles and completes assignments completes assignments based on priority code.
- Collaborates with the CTO in the supervision of hourly staff as assigned by the Supervisor.
- Demonstrates flexibility in completing other tasks assigned by the CTO or HES President and assists CTO in large school-wide projects.

SUPERVISION AND IMPLEMENTATION

- Assists the Chief Technology Officer in ensuring the department plans for and implements effective technology platforms, including coordinating technology maintenance and support services at the building
- Ensures that all workstations are running properly, have internet access, have access to a printer nearby, and have all needed software patches.
- Ensures that all workstations are physically clean and well maintained.
- Ensures that all printers are connected and installed properly, ink/toner included.
- Troubleshoots any hardware or software problems that may arise.
- Oversees scheduling of technology equipment including but not limited to video cameras, digital cameras, VCR's, DVD Players, TV's, etc. ensuring they are in good condition and have charged batteries
- Removes irrelevant OEM installed software such as Outlook Express, Instant Messenger, MSN Explorer, Dell Help, and any other Startup programs that are not needed.
- Sets up and installs equipment and printers in the appropriate classroom or office and installs essential software such as antivirus, office suite, PDF reader, firewall client, etc.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends all school events and activities as may be directed by the HES President or CTO, such as Parent-Teacher Conferences, open houses, orientations, PTO meetings, athletic meetings, events, and as may be directed
- Attends meetings, seminars, workshops and training as directed and effectively implements new strategies.
- Ensures timely and complete participation in and documentation of meeting and PLOs where applicable.
- Provides staff with training sessions as assigned by the CTO or HES President.
- Assists, redirects and guides staff, students and parents as necessary to ensure the smooth operation of the school.
- Utilizes feedback from CTO and school leaders based on professional methods in the best interest of students and the school.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or school needs.

RESULTS AND DATA MANAGEMENT

- Coordinates with Technical Support Specialists to ensure functional oversight of technical support services.
- Completes setup and configuration of email addresses and Users and Group policies set by CTO.
- Monitors network and server status at all locations making sure all services are running properly and network integrity and security is intact, including both intranet and internet security.
- Ensures correct wiring and stance of all lab workstations and speakers, per CTO's specifications takes place.
- Assists in maintaining Academies' websites when needed by constantly updating areas including Current News, Students Links, Staff Links, Parent Links, Lunch Menus, Pictures, etc.

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- Keeps ink/toner log for each printer.
- Coordinates and effectively implements school-wide projects as assigned by the CTO including, but not limited to: Student ID Cards, Staff ID Cards, Follet Library Software configuration and patron Maintenance, Master Clock configuration, phone system configuration, email/username/printing training, copier machine user setup codes, and overall technology equipment maintenance.

REPORTING AND COMPLIANCE

- Ensures that all department activities are conducted in compliance with applicable guidelines and procedures.
- Follows up with SRSD/ UIC data when needed.
- Creates and runs reports in Power School.
- Timely and accurately enters and imports into Power School information pertaining to students, testing results, scheduling, and staff.
- Receives, researches and processes reports of damages resulting from negligence by staff, students or visitors. Reports such incidents to supervisor in a timely manner.
- Timely responds to requests and inquires. .
- Formally requests to supervisor, items that need purchasing such as software or hardware for out-of-warranty computers.
- Submits regular reports to CTO on project progress for building and keeps supervisor informed on an ongoing basis
- Complies with all District, school, and departmental policies; upholds the employment and FERPA protections of confidentiality and proper daily operations
- Maintains the integrity of the network by following the confidentiality and security guidelines.
- Follows established rules and guidelines in daily operations.

PROFESSIONAL QUALITIES

- Uses, manages, stores, and analyzes data effectively and appropriately.
- Creates and composes memos and letters to appropriate parents, students or staff.
- Maintains confidentiality of communication and only discusses matters with the appropriate individuals.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Follows all duties and assignments directed by the CTO only and not by the staff directly.
- Performs other duties as may be assigned by the HES President or CTO.
- Demonstrates flexibility to unscheduled assignments and/or placements ensuring that assignments are completed in a timely manner

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities requiring supervisor's review must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include authority to hire and/or fire staff. All purchases must be pre-approved by the HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE

• Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills, Technical Communication skills, Project Management experience, presentation and Technical Writing skills

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EDUCATION/TRAINING

• Minimum of Bachelor's degree in Computer science or related field plus or an equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, crouching, crawling, kneeling, balancing, climbing and reaching. Must work indoors and outdoors year-round.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:

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DETROIT 26924-20 1524795v1



Job Title: Technical Support Specialist	Department: Information Technology
Supervisor: Chief Technology Officer (CTO) and Technical Support Coordinator	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

To perform various technical support tasks as assigned by the Chief Technology Officer (CTO) and Technical Support Coordinator with utmost efficiency and accuracy.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Completes System Scan for Viruses, Defragmentation, Spy-ware, worms, and makes sure network file-sharing is kept to a minimum to avoid over-exposure.
- · Assists in providing Power School training for staff and monitors server activity making sure it is running properly.
- Schedules Technology equipment use for school events and ensures that equipment is available and in good shape.
- · Video tapes school events as required throughout the school year.
- Takes photos of all staff and students at the beginning of the school year, and as new staff and students join during the school year.
- Prints all ID Cards, including make-ups throughout the entire school year.
- Ensures all assignments are given a priority code with 1 being the highest and completes assignments based on priority code.

SUPERVISION AND IMPLEMENTATION

- Ensures that all workstations are running properly, have internet access, have access to a printer nearby, and have all needed software
 patches.
- Ensures that all workstations are physically clean and in good working order and all printers are connected and installed properly, ink/toner included.
- Troubleshoots any hardware or software problems that may arise.
- Takes charge of all technology equipment and scheduling such as video cameras, digital cameras, VCR's, DVD Players, TV's, ensuring
 they are in good condition and have charged batteries
- Removes irrelevant OEM installed software such as Outlook Express, Instant Messenger, MSN Explorer, Dell Help, and any other useless startup programs.
- Sets up and installs any new/used machine and/or printer in the appropriate classroom or office and installs essential software such as antivirus, office suite, PDF reader, firewall client, etc.
- Provides adequate training to onboarding TSA's, reviews and approves timesheets and absence forms and weekly check-up and
 evaluations as assigned and may be directed by the CTO.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends all Academic events and activities as may be directed by the HES President or the CTO, such as Parent-Teacher Conferences, open houses, orientations, PTO meetings, athletic meetings, events, and as may be directed
- Attends meetings, seminars, workshops and training as directed and effectively implements new strategies.
- Ensures timely and complete participation in and documentation of meeting and PLOs where applicable.
- Provides staff with training sessions as assigned by the CTO or HES President.
- Assists, redirects and guides staff, students and parents as necessary to ensure the smooth operation of the school.
- Utilizes feedback from the CTO and school leaders based on professional methods in the best interest of students and the school.
- Plans and reaches own goals for self-improvement consistent with the job requirements and/or school needs.

RESULTS AND DATA MANAGEMENT

- Completes setup and configuration of email addresses and Users and Group policies set by the CTO.
- Monitors network and server status at all locations making sure all services are running properly and network security is intact, including both intranet and internet security.
- Ensures correct wiring and stance of all lab workstations and speakers, per the CTO's specifications takes place.
- Assists in maintaining Academies' websites when needed by constantly updating areas including Current News, Students Links, Staff Links, Parent Links, Lunch Menus, Pictures, etc.
- · Keeps ink/toner log for each printer.
- Assists the CTO in large school-wide projects including, but not limited to: student ID cards, staff ID cards, Follet Library software
 configuration and patron maintenance, master clock configuration, phone system configuration, email/username/printing training, copier
 machine user setup codes, and overall technology equipment maintenance.

REPORTING AND COMPLIANCE

- Assists in following up with SRSD/ UIC data when needed.
- Creates and runs reports in Power School as needed.
- · Timely and accurately enters and imports into Power School information pertaining to students, testing results, scheduling, and staff.

- Reports any damages as a result of negligence by staff or students to supervisor.
- Responds to written or verbal requests within 1-2 school days.
- Formally requests to supervisor, items that need purchasing such as software or hardware for out-of-warranty computers.
- Submits weekly reports to the CTO at the end of the day on Thursdays, preferably through email.
- Complies with all District, school, and departmental policies; upholds the employment and FERPA protections of confidentiality and proper daily operations
- Follows established rules and guidelines in daily operations.

PROFESSIONAL QUALITIES

- Uses, manages, stores, and analyzes data effectively and appropriately.
- Creates and composes memos and letters to appropriate parents, students or staff.
- Maintains confidentiality of communication and only discusses matters with the appropriate individuals.
- Performs all duties with quality, efficiency and dedication to the Academies and their Management.
- Follows all duties and assignments directed by the CTO only and not by the staff directly.
- Performs other duties as may be assigned by the HES President or the CTO.
- Demonstrates flexibility to unscheduled assignments and/or placements

SAFETY LEGISLATION:

HES is committed to the maximum safety of its students and employees. HES will comply with the "School Safety" legislation (2005 PA 129-131 and 138) enacted in law effective January 1, 2006. As a condition of employment, HES will require that each new employee hired after January 1, 2006, submit criminal background checks for all full-time and part-time employees and for individuals assigned to regularly and continuously work under contract in the Academy prior to the first day of employment.

APPROVALS:

All activities must be pre-approved by the immediate supervisor before their final implementation as may be consistent with the policies in the OPM Manual and policies or as may be delegated by the HES Vice President or by the HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the HES President or Vice President and may need to be presented to the Academy Board for final approval.

EXCLUSIONS:

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Superintendent and HES President. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or sick/personal days including absences beyond the maximum allowed sick/personal days off (per employment contract and as directed by the HR Department), staff promotions, staff transfers or assignments, school closings, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of the Academy, or Hamadeh Educational Services, and/or Representation of the HES Board President unless specifically delegated by her in writing.

CONFIDENTIALITY OF INFORMATION:

The employee shall keep confidential and not disclose, or make any use of, except for Hamadeh Educational Services or the Academies' benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, staff information, student names or addresses, student parents' names and addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the Company's or schools' business, or any of its clients, customers, students' parents, consultants, suppliers or Affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement ("Proprietary \Information").

SKILLS/EXPERIENCE:

Oral comprehension & expression skills, written comprehension & expression skills, visual acuity, speech clarity & recognition skills, interpersonal communication skills, organization and planning skills, professionalism, computer literacy, keyboard skills, time management skills, Technical Communication skills, Project Management experience, presentation and Technical Writing skills

EDUCATION/TRAINING:

• Minimum of Bachelor's Degree in Computer Science or related field plus or an equivalent combination of education and experience.

PHYSICAL DEMANDS:

The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. The ability to perform the functions requires sitting or standing for extended periods of time. The employee occasionally is required to manually move, lift, carry, pull, or push objects up to 25 pounds in addition to occasional stooping, bending, crouching, crawling, kneeling, balancing, climbing and reaching.

Issued and Approved by: Name and Title:	Signature:
Employee Name and Title:	Signature:

Hamadeh Educational Services, Inc. is an equal opportunity employer.

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of the 1st day of July, 2020, by and between **HAMADEH EDUCATIONAL SERVICES**, **INC.**, a Michigan corporation ("Hamadeh" or "HES"), and **UNIVERSAL LEARNING ACADEMY**, a Michigan nonprofit corporation and public school academy (the "Academy") formed under Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Complied Laws.

RECITALS

The Academy is a charter school organized as a public school academy under the Code. The Academy has been issued a charter contract ("Contract") by the Bay Mills Community College Board of Regents ("BMCC"), to organize and administer a Michigan public school academy. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy. The BMCC Charter Schools Office (the "CSO") monitors compliance by the Academy with the Contract.

The Academy and Hamadeh desire to work together to develop and bring about a system of educational excellence and innovation at the Academy based, in part, on Hamadeh's school design, comprehensive educational program, and management principles.

The Academy desires that the selection and acquisition of instructional materials, equipment and supplies, all matters of compensation, fringe benefits, sick leave, long and short term disability, and all matters pertaining to the daily work schedule for teachers and staff, as well as the employment of same, become the exclusive responsibility of Hamadeh, to the extent permitted by law.

THEREFORE, the parties desire to establish this arrangement for the management and operation of the Academy and mutually agree as follows:

ARTICLE I. CONTRACTUAL RELATIONSHIP

1.1 <u>Authority.</u> The Academy represents that it is authorized by law to enter into a contract with a private entity for the provision of educational management services to the Academy. The Academy further represents that it has been granted a Contract by BMCC to organize and operate a public school academy pursuant to the Code and applicable law. The Academy Board of Directors (the "Academy Board") is authorized by the Code to supervise and control the Academy, and is invested with all powers

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necessary or desirable for carrying out the Educational Program, as hereinafter defined and contemplated in this Agreement.

- 1.1a No provision of this Agreement shall interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy, nor shall any provision herein prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act
- 1.1b No provision of this Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.
- 1.1c No provision of this Agreement shall restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity.
- 1.1d No provision of this Agreement shall alter the Academy Board Treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by applicable law. The signatories on the depository account shall only be Academy Board members properly designated annually by Academy Board resolution. Interest income earned on Academy depository accounts shall accrue to the Academy.
- 1.2 Contract. The parties agree that Hamadeh, to the extent permitted by law, shall provide all employees, materials and supervision necessary for the provision of educational services to students of the Academy, and shall provide for the management, operation and maintenance of the Academy in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, educational goals, and methods to be used to monitor compliance with performance of targeted educational outcomes, all as previously adopted by the Academy Board, submitted in the Academy's application to BMCC, and included in the Contract, as the same may be amended and supplemented from time to time by the Academy Board (the "Educational Program").
- 1.3 <u>Status of the Parties.</u> Hamadeh is not a division or any part of the Academy. The Academy is a body corporate and governmental entity authorized under the Code and is not a division or a part of Hamadeh. The relationship between the parties hereto was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any amendments executed pursuant to Section 16.7 hereof, that may exist from time to time.
- 1.4 <u>Independent Contractor Status.</u> The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee, partner or agent. Hamadeh is not the agent of the Academy. No agent or employee of Hamadeh shall be ClarkHill\96250\338396\223939408.v1-6/3/20

determined to be the agent or employee of the Academy except as expressly acknowledged in writing by the Academy. Notwithstanding the foregoing, the Academy agrees to define "school official" in the Academy's annual notification of rights under 20 U.S.C. §1232g, 34 CFR § 99, the Family Educational Rights and Privacy Act ("FERPA") to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of personally-identifiable information from education records, and who is subject to the requirements of 34 CFR § 99.31(a) governing the use and redisclosure of personally identifiable information from education records. The Academy Board designates Hamadeh and certain of its employees and subcontractors as school officials of the Academy having a legitimate educational interest such that they are entitled to access to educational records under FERPA. Hamadeh and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. Hamadeh shall be solely responsible for its acts and the acts of its agents, employees, and subcontractors, whether or not those agents, employees or subcontractors are deemed to be acting as agents of the Academy.

1.5 Access. The Academy hereby grants to Hamadeh all access and occupancy to the Academy school building as necessary or convenient to Hamadeh for the purpose of fulfilling its responsibilities under this Agreement.

ARTICLE II. TERM

2.1 Term. Except as otherwise provided in this Agreement, this Agreement shall become effective as of July 1st, 2020 and end on June 30, 2028 (the Term"). Notwithstanding the previous sentence, this Agreement is terminable by the Academy prior to the end of its Term, without penalty or cause, by giving reasonable written notice before the end of the Term in accordance with Article X of this Agreement. The maximum term of this Agreement shall not exceed the term of the Academy's contract.

ARTICLE III. DUTIES AND RESPONSIBILITIES OF HAMADEH

- 3.1 Responsibility. Hamadeh shall be responsible and accountable to the Academy Board for the administration, operation and performance of the Academy in accordance with the Contract and consistent with the implementation of the Educational Program. Neither Hamadeh nor the Academy shall be authorized to expend Academy funds on services in excess of the amount set forth in the Academy's annual budget approved annually by the Academy Board. The Academy Board shall determine the amount of the budget reserve.
- 3.2 Educational Goals and Programs. Hamadeh agrees to implement the Educational Program. Should Hamadeh determine that it is necessary to modify the Educational Program, Hamadeh will make a recommendation to the Academy Board for the proposed changes. As required by the Contract, Hamadeh

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may implement such changes to the Educational Program only after they have been approved by the Academy Board and when required, BMCC or the CSO.

- <u>3.3 Specific Duties.</u> Hamadeh shall be responsible for all of the management, operation, administration, and education at the Academy. Such duties include, but are not limited to:
 - (a) Implementation and administration of the Educational Program, including administration of any and all extra-curricular and co-curricular activities and programs approved by the Academy Board;
 - (b) As requested by the Academy Board, , acquisition of instructional materials, equipment and supplies in accordance with section 1274 of the Code, MCL 380.1274 and Academy Board policies adopted in accordance with this section. Equipment and supplies provided, or caused to be provided, to the Academy by Hamadeh or with funds Hamadeh has received from sources other than the Academy under Sections 5.1 or 5.3 shall remain the property of Hamadeh or the providing entity unless agreed in writing to the contrary;
 - (c) Hiring, management and supervision of all personnel, including provision of professional development for all instructional personnel and the personnel functions outlined in Article IX of this Agreement; as such Hamadeh accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations;
 - (d) Operation and maintenance of the school building to the extent consistent with any and all leases pertaining to the Academy site, and the installation of technology integral to the school design, as approved by the Academy Board;
 - (e) Management of all aspects of the business administration of the Academy, including receiving, depositing, accounting for all funds belonging to the Academy, from any and all sources; however, only members of the Academy Board or Academy employees, if any, shall be signatories on any Academy bank account;
 - (f) Designation of Agents. Neither HES nor its employees, agents or representatives shall be deemed an agent or employee of the Academy solely on account of this Agreement except, however, the Academy Board may by resolution of the Academy Board appoint the Treasurer of the Academy Board, or such other officer as determined by the Academy Board, to serve as the chief administrative officer of the Academy (the "CAO"). The Academy Board resolution may designate HES' chief financial officer, or such other HES officer or employees as is mutually agreed upon by HES and the Academy, as the designated agent of the CAO to assist the CAO with the performance of the CAO's duties under the Uniform Budgeting and

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Accounting Act, MCLA 141.421 et seq. (the "Budgeting and Accounting Act").

- (g) Any provision of transportation or food service, for the Academy as the Academy Board decides shall be implemented pursuant to the Contract; and
- (h) Any other function necessary or expedient for the administration of the Academy and implementation of the Educational Program.
- 3.4 <u>Subcontracts</u>. Subject to this Agreement, Hamadeh may subcontract the services it agrees to provide to the Academy, including, but not limited to transportation and/or food service. However, Hamadeh shall not subcontract the management, oversight or operation of the teaching and instructional program, or any other service for which the subcontractor would be paid twenty percent (20%) or more of the fee paid to Hamadeh pursuant to Section 5.1, except as specifically permitted and approved by the Academy Board. Any services to be provided by Hamadeh that are included in the management fee but are performed by a subcontractor shall not be charged to, or reimbursed by, the Academy.
- 3.5 Place of Performance. Hamadeh shall implement the instruction portion of the Educational Program at the Academy school building. Hamadeh may perform functions other than instruction, such as purchasing, professional development, and administrative functions, at any Hamadeh office, if any, unless prohibited by the Contract or applicable law. Student records and financial books and records belonging to the Academy shall be maintained at the Academy school building in compliance with the Contract and applicable law.
- 3.6 <u>Student Recruitment</u>. The Academy Board shall establish recruitment and admission policies. Hamadeh shall implement such policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code, and other applicable law.
- 3.7 <u>Due Process Hearings.</u> The Academy Board shall establish student discipline policies and procedures. Hamadeh shall implement such policies and procedures, which shall include, but not be limited to, providing students with due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records. The Academy Board shall provide students with a right to appeal directly to the Academy Board for any matter of discipline that includes the possibility of expulsion.
- 3.8 Other Legal Requirements. Hamadeh shall provide educational services that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract.
- **3.9** Rules and Procedures. Hamadeh shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed ClarkHill\96250\338396\223939408.v1-6/3/20

to enforce such rules, regulations and procedures as are approved by the Academy Board.

- **3.10** School Year and School Day. The school year and the school day shall be as provided in the Contract.
- **3.11** Reporting. Hamadeh shall be responsible for and accountable to the Academy Board for student academic performance and the performance of Hamadeh's responsibilities as set forth herein. Hamadeh shall provide student academic performance information to the Academy Board on a quarterly basis or upon request with 30 days' notice to enable the Academy Board to reasonably monitor the students' academic performance and Hamadeh's performance under this Agreement.

3.12 Student and Financial Records.

- a. Notwithstanding anything in Section 3.5 to the contrary, all student, educational and financial books and records pertaining to the Academy are Academy property and are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be kept at the Academy school building and available for public inspection upon reasonable request in accordance with the Contract and in compliance with the Code and other applicable law. All records shall be kept in accordance with applicable state and federal requirements.
- b. Except as permitted under the Code, Hamadeh shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If Hamadeh receives information that is part of an Academy student's education records, Hamadeh shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.
- 3.13 Pupil Performance Standards and Evaluation. Hamadeh shall implement pupil performance evaluations that permit evaluation of the educational progress of each Academy student. Hamadeh shall be responsible for and accountable to the Academy Board for the performance of students who attend the Academy. At a minimum, Hamadeh will utilize assessment strategies required by the Contract and the Educational Program. The Academy Board and Hamadeh will cooperate in good faith to identify other measures of and goals for students and school performance, including but not limited to parent satisfaction.
- 3.14 Services to Disabled Students and Special Education. Hamadeh shall provide special education services to students who attend the Academy in conformity with the requirements of the Contract and applicable law. Hamadeh may subcontract as necessary and appropriate, with the approval of the Academy Board and subject to the provisions of Section 3.4 for the provision of services to students who special needs cannot be met within the Educational Program. Such services shall be provided in a manner that complies with the Contract and applicable law. ClarkHill\96250\338396\223939408.v1-6/3/20

- 3.15 Additional Programs and Services. The services provided by Hamadeh to the Academy under this Agreement consist of the Educational Program during the school year and school day, and age and grade levels, as set forth in the Contract, as such school year, school day, and age and grade levels, may change from time to time. The Academy Board may authorize Hamadeh to provide additional programs, including, but not limited to pre-kindergarten, summer school, academic camps and latch-key programs. In such event, Hamadeh may retain the full amount of any and all revenue collected from or for such additional programs, and Hamadeh shall be responsible for the full cost of providing such additional programs, including, but not limited to the costs of facility rental, and any additional liability insurance or costs incurred for personal injury lawsuits file in connection with the provision of such additional programs.
- 3.16 <u>Contract Between the Academy and BMCC</u>. Hamadeh 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 BMCC. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

ARTICLE IV. OBLIGATIONS OF THE ACADEMY BOARD

- 4.1 Good Faith Obligations. Subject to constraints of applicable law, requirements of the Contract, and its fiduciary obligations to the Academy, the Academy Board shall exercise good faith in considering the recommendations of Hamadeh, including but not limited to, Hamadeh's recommendations concerning school policies, rules, regulations procedures, curriculum, and budgets. Hamadeh shall not adopt or implement such recommendations without obtaining Academy Board approval. The Academy Board shall retain any authority it may possess to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or en route to and from the Academy.
- 4.2 <u>Academy Purchases</u>. The Academy Board shall further retain the obligations, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment; nevertheless, unless otherwise prohibited by law, all procurement of supplies, materials, and equipment shall be through Hamadeh, provided that Hamadeh complies with the Code including, but not limited to, Sections 1267 and 1274 of the Code, (MCL 380.1267 and MCL 380.1274) as if the Academy were making these purchases directly from a third party supplier or vendor and the Academy Board's policies promulgated pursuant to Section 1274 and that such equipment, materials and supplies shall be and remain the property of the Academy. Hamadeh shall not

include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

4.3 Academy Funds. The Academy Board shall determine the depository of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employees. Interest income earned on Academy accounts shall accrue to the Academy.

ARTICLE V. COMPENSATION AND PAYMENT OF COSTS

5.1 Compensation for Services.

- (a) For the term of this Agreement, the Academy Board shall pay Hamadeh an annual fee, based upon the state school aid that the Academy receives, directly or indirectly, from the State of Michigan pursuant to the State School Aid Act of 1979, as amended (the "State Aid Act"), for the particular students enrolled in the Academy ("SSA") as well as any additional funds ("Funds") the Academy receives, directly or indirectly as a result of Hamadeh's services (collectively, "Receipts"). The SSA will change according to annual amendments to the State Aid Act. Funds include, without limitation, state and federal grants, to the extent permitted by law. For each school year, Hamadeh shall receive as compensation for its services a fee equal to twelve percent (12%) of the Academy's Receipts.
 - (b)
- (c) Hamadeh's compensation under this Agreement is reasonable compensation for services rendered. Hamadeh's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy. The Academy Board's operation of the Academy is not-for-profit.
- 5.2 No Related Parties or Common Control. As stated in Section 1.4 hereof, the relationship between the parties is that of independent contractor. Hamadeh does not have any role or relationship with the Academy that in any way limits the Academy Board's ability to exercise its rights, including cancellation rights, under this Agreement. The Academy Board may not include any director, officer or employee of Hamadeh. It is agreed between the Academy and Hamadeh that none of the voting power of the governing body of the Academy will be vested in Hamadeh or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of Hamadeh will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. Further, the Academy and Hamadeh will not be members of the same controlled group, as defined in Section 1.150-1(f) of the regulations under the Internal Revenue Code

of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.

- 5.3 Payment of Costs. In addition to the fee described in Section 5.1, the Academy shall reimburse Hamadeh for such costs that are consistent with each Academy annual budget approved by the Academy Board and incurred and expended by Hamadeh in providing the Educational Program and other goods and services pursuant to Articles III and Article IX of this Agreement. Such costs include, but are not limited to, payments for salaries of Hamadeh non-executive employees providing direct services at or in connection with the Academy, recruitment, advertising, printing, insurance, taxes, legal fees, technology services, curriculum and instructional materials, textbooks, library books, computer and other equipment, software and applications, supplies, food service, transportation, special education, psychological services, athletic program, and medical services for students, if any. Hamadeh shall submit to the Secretary of the Academy Board an itemized statement of costs to be reimbursed by the Academy in a form satisfactory to the Academy Board (the "Statement of Costs"), at least five days prior to the regularly scheduled monthly meeting of the Academy Board. In any event, no such costs shall be reimbursed unless the cost constitutes an actual and direct expense paid by Hamadeh to an unrelated party within the meaning of Internal Revenue Service Revenue Procedure 2017-13. The Academy shall reimburse Hamadeh for any such costs incurred or paid by Hamadeh as a result of services provided or actions taken pursuant to Articles IV, VII, VIII, IX, X, and XIII (except as otherwise specifically indicated) of this Agreement. All acquisitions made by Hamadeh for the Academy with funds Hamadeh received pursuant to this Section 5.3 including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. Marketing or 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 Hamadeh or any other corporate costs of Hamadeh.
- (a) Hamadeh shall submit an invoice for reimbursement of such costs as necessary to be approved and reimbursed by the Academy Board in a form satisfactory to the Academy Board (the "Statement of Costs"). In any event, no such costs shall be reimbursed unless the cost constitutes an actual and direct expense paid by Hamadeh to an unrelated party within the meaning of Internal Revenue Service Revenue Procedure 2017-13.
- (b) The Academy shall reimburse Hamadeh for any such costs incurred or paid by Hamadeh as a result of services provided or actions taken pursuant to Articles IV, VII, VIII, IX, X, and XIII (except as otherwise specifically indicated) of this Agreement.
- (c) All acquisitions made by Hamadeh for the Academy with funds Hamadeh received pursuant to this Section 5.3 including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy.
- (d) Hamadeh may, at its election, submit on a monthly basis a request for an advance of anticipated reasonable and necessary monthly costs of the Academy ClarkHill\96250\338396\223939408.v1-6/3/20

together with an itemized description of the anticipated reasonable and necessary monthly costs in a form satisfactory to the Academy Board (the "Monthly Statement of Anticipated Costs"). In any event, no such costs shall be advanced unless the cost constitutes an actual and direct expense to be paid by Hamadeh to an unrelated party within the meaning of Internal Revenue Service Revenue Procedure 2017-13. The Academy Board Treasurer or designee will issue a check on a monthly basis to cover anticipated reasonable and necessary monthly costs upon presentation of the Monthly Statement of Anticipated Costs. Documentation for the previous month's fees and expenses are provided for Academy Board ratification and reconciled on the next month's Monthly Statement of Anticipated Costs.

- 5.4 Time and Priority of Payments. The fee due to Hamadeh pursuant to Section 5.1 shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. Hamadeh shall receive its fee under Section 5.1, as calculated pursuant to the preceding sentence, in such monthly installments as provided in the State Aid Act for the payment of SSA to the Academy. Installment amounts shall be due and payable within ten (10) days of receipt by the Academy of its monthly SSA.(a) Reimbursement of all costs listed in a Statement of Costs that has been delivered as provided in Section 5.3 shall be made by the Academy to Hamadeh within 30 days of invoicing of the Academy.
- (b) The Academy shall satisfy its payment obligations under this Article to Hamadeh in the following order of priority: (1) to reimburse Hamadeh pursuant to Section 5.3 for sums due and owing for previous months; (2) to reimburse Hamadeh pursuant to Section 5.3 for sums due and owing for the current month; (3) to pay Hamadeh for installment payments due and owing pursuant to Section 5.1 for previous months; and (4) to pay Hamadeh for installment payments due and owing pursuant to Section 5.1 for the current month.
- 5.5 <u>Credit Card Use.</u> Credit card use by officers and employees of the Academy shall be governed by the provisions of MCL 129.241 et seq. (266 PA 1995) and MCL 380.1254 that authorize and regulate credit card transactions involving local units of government and schools, including the use of credit cards by officers and employees of local units of government and schools.

ARTICLE VI. REVENUE OF THE ACADEMY

- **6.1** Revenue Sources. In order to supplement and enhance the school aid payments received from the State of Michigan, and improve the quality of education at the Academy, the Academy Board and Hamadeh shall endeavor to obtain revenue from other sources. In this regard:
- (a) With prior Academy Board approval, the Academy and/or Hamadeh may solicit and receive grants and donations consistent with the mission of the Academy;
- **(b)** With prior Academy Board approval, the Academy and/or Hamadeh may apply for and receive grant money, in the name of Hamadeh or the Academy;

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- (c) To the extent permitted under the Code, Hamadeh may charge fees to students for extra services such as summer and after school programs, athletics, and charge non-Academy students who participate in such programs approved by the Academy Board; and
- (d) All funds received by the Academy or by Hamadeh on behalf of the Academy from such other revenue sources shall inure to and be deemed the property of the Academy and shall be deposited in the Academy's bank accounts.

ARTICLE VII. AGREEMENTS WITH OTHER EDUCATIONAL INSTITUTIONS

The Academy acknowledges that Hamadeh may enter into similar management agreements with other public or private schools or educational institutions ("Other Institutions"). Hamadeh shall maintain separate accounts for all of the Academy *funds* and reimbursable expenses incurred on behalf of the Academy. If Hamadeh incurs authorized reimbursable expenses on behalf of Academy and Other Institutions which are not capable of precise allocation between the Academy and such other Institutions, then Hamadeh shall allocate such expenses among all such Other Institutions and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Other Institutions, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy, or by Hamadeh for the specific benefit of the Academy, shall be maintained in Academy accounts and used solely for the Academy.

ARTICLE VIII. REPORTING

- **8.1 Financial Reporting.** Hamadeh shall provide the Academy Board with:
- (a) A projected annual budget for the Academy prior to each school year in accordance with the terms of the Contract.
- (b) Detailed monthly statements of all revenues received, from whatever source, with respect to the Academy, and detailed monthly statements of all direct expenditures for services rendered to or on behalf of the Academy, whether incurred on-site or offsite. Monthly financial statements no more than forty-five (45) days in arrears at least one week prior to each Academy Board meeting to allow time for all Academy Board members to review the information prior to the meeting. These financial statements shall include a Balance Sheet, a Statement of Revenues, Expenditures and Changes in Fund Balance at object level detail with a comparison of budget to actual revenue and expenditures and explanations of variances, and a cash flow statement.
- (c) Monthly Statements of Costs as provided in Section 5.3 of this Agreement.

- (d) Annual audited financial statements in compliance with state law and regulations showing the manner in which funds are spent at the Academy. The Academy shall obtain an annual independent audit, as required by the Contract and applicable law. The Academy Board shall select, be responsible for selecting, retaining, engaging and paying the Academy's independent auditor(s) directly all finance and other records of Hamadeh related to the Academy shall be made available to the Academy's independent auditor.
- (e) Any other fiscal or student performance reports required by the Academy Board, BMCC or the Michigan Department of Education, or as otherwise provided by law.
- **8.2** Reports on Academy Operations and Student Performance. Hamadeh shall provide, upon the request of the Academy Board, BMCC or the State of Michigan, or on quarterly basis, operations and student performance reports.
- **8.3** Other Information. Hamadeh shall provide the Academy other information on a periodic basis to enable the Academy Board to monitor Hamadeh's educational performance and the efficiency of its operations of the Academy including such information as necessary to enable the Academy to comply with the terms of the Contract and applicable law.
- 8.4 Access to Records. Hamadeh shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of Hamadeh, and retain all of said records in accordance with applicable state and federal requirements. Hamadeh and the Academy shall maintain the proper confidentiality of personnel, students and other records as required by law. All Academy financial and other records retained by Hamadeh pertaining to the Academy shall be available to the Academy, the Academy's independent auditor and BMCC for inspection and copying upon reasonable request and otherwise available as required by law, including, but not limited to, the Freedom of Information Act, MCL §15.231 et seq.
- **8.5** Review of Budget. The Academy Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy.
- 8.6 Compliance with MCL 380, Section 503c. On an annual basis, Hamadeh 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 Michigan Department of Education. The defined terms in Section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

8.7 Compliance with Section 12.17 of Contract Terms and Conditions. Hamadeh shall make information concerning the operation and management of the Academy, including, but not limited to, information in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract.

ARTICLE IX. PERSONNEL AND TRAINING

- 9.1 Personnel Responsibility. Subject to the Contract and Academy Board policies, Hamadeh shall have the sole responsibility and authority to select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Educational Program. No contract with staff assigned to the Academy (including by way of example and not limitation, administrators, teachers, counselors and the like) entered into after the effective date of this Agreement shall contain non-compete agreements of any nature. Nothing in this section shall be read to permit departing Hamadeh staff to remove, use, or otherwise exploit proprietary information he or she obtained while employed by Hamadeh and assigned to the Academy.
- 9.2 Principal. Because the accountability of Hamadeh to the Academy is an essential foundation of this Agreement, and because the responsibility of a principal ("Principal") is critical to its success, the Principal will be an employee of Hamadeh and Hamadeh will have the authority, consistent with state law, to select, supervise and evaluate the Principal and to hold him or her accountable for the success of the Academy. The Principal shall hold the applicable certification requirements as required by the Code. The employment contract with the Principal and the duties and compensation of the Principal shall be determined by Hamadeh consistent with the Academy Board's approved budget and the Contract. The Principal and Hamadeh, in turn, will have similar authority to select and hold accountable the teachers assigned to work at the Academy. Although the Principal will be a Hamadeh employee, Hamadeh agrees to consult with the Academy Board prior to hiring the Principal..
- 9.3 Teachers. Hamadeh shall provide the Academy with such teachers, qualified in the grade levels and subject required, as are required for the Academy. The curriculum taught by such teachers shall be the curriculum set forth in the Contract. Such teachers may, in the discretion of Hamadeh, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by Hamadeh. Each teacher assigned or retained to work at the Academy shall hold a valid teaching certificate and/or qualification issued by the State Board of Education under the Code and have undergone a criminal background check and unprofessional conduct check, as required under the Contract and the Code. Such criminal and unprofessional conduct background checks shall be performed by

Hamadeh prior to the first day of work at the Academy for every teacher and all other staff assigned by Hamadeh to work at the Academy school building.

- 9.4 <u>Support Staff.</u> In accordance with the Academy Board's approved budget, Hamadeh shall provide support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel, and the like. Hamadeh shall provide the Academy with such support staff, qualified in the areas required, as necessary to adequately staff the Academy. Such support staff may, in the discretion of Hamadeh, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools managed or operated by Hamadeh.
- 9.5 Employer of Personnel. Except as specified in this Agreement, all teaching, Support Services, and other non-teaching personnel performing functions on behalf of the Academy shall be employees or subcontractors of Hamadeh. Compensation and evaluation systems shall comply with the Code. The Academy Board must be informed of the level of compensation and fringe benefits provided to employees of Hamadeh assigned to the Academy. Compensation of all employees of Hamadeh shall be paid by Hamadeh. For purposes of this Agreement, "Compensation" shall include salary, fringe benefits, and state, federal, local, and social security tax withholdings. Hamadeh shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Hamadeh shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Hamadeh shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees, as if it were a public school academy under the Code. Teachers employed by Hamadeh shall not be considered teachers for purposes of continuing tenure under MCLA §38.71 et seq. Hamadeh or the Academy Board may remove the Principal or any teacher if the Academy Board is dissatisfied with their performance at the end of a fiscal year.
- **9.6** <u>Training.</u> Hamadeh shall provide training in its methods, curriculum, program, and technology, to all teaching personnel on a regular and continuous basis. In addition to outside training, Hamadeh's teaching staff shall utilize their own professional abilities to provide in-service training to each other. Non-instructional personnel shall receive such training as Hamadeh determines as reasonable and necessary under the circumstances.

9.7 Educational Consultant. At any time during the term of this Agreement, the Academy Board may contract with an educational consultant to review the operations of the Academy and the performance of Hamadeh under this Agreement. Such educational consultant shall be selected by the Academy Board. Hamadeh shall cooperate with such educational consultant in the performance of his or her responsibilities to the Board. Notwithstanding anything contained in this Article IX or elsewhere in this Agreement to the contrary, Hamadeh shall have no authority to select, evaluate, assign, supervise or control any educational consultant selected by the Academy Board.

ARTICLE X. TERMINATION OF AGREEMENT

10.1 Termination.

(a) By Hamadeh. Hamadeh may terminate this Agreement prior to the end of the terms specified in Article II in the event the Academy Board fails to remedy a material breach within 60 days after receiving written notice from Hamadeh. A material breach includes, but is not limited to, Hamadeh's failure to receive any fee or reimbursement as required by the terms of Article V of this Agreement. Hamadeh may also terminate this Agreement if the Academy makes decisions regarding the personnel, curriculum, or program substantially inconsistent with the recommendations of Hamadeh. Termination shall not relieve the Academy of any obligations for payments outstanding to Hamadeh as of the date of termination. Hamadeh may also terminate this Agreement if the Contract is terminated or revoked by BMCC if such termination or revocation was not, in any way, caused by Hamadeh.

(b) By Academy. The Academy may terminate this Agreement prior to the end of the terms specified in Article II in the event that Hamadeh shall fail to remedy a material breach within 60 days after receiving written notice from the Academy Board. Material breach includes, but is not limited to: (1) failure to account for its expenditures or to pay Academy operating costs as required under this Agreement (provided funds are available to do so), (2) failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Academy Board which are not in violation of the Contract, this Agreement, or law, (3) any action or inaction by Hamadeh which causes the Contract to be terminated or revoked or which causes the Contract to be put into jeopardy of termination or revocation by BMCC, or (4) failure to abide by and meet educational goals set forth in the Contract. Notwithstanding the foregoing, the Academy may terminate the Agreement without cause upon ninety (90) days' advance written notice to Hamadeh. Unless otherwise agreed by the parties, a termination without cause shall become effective no earlier than the end of the Academy's fiscal year.

(c) Termination by Either Party. If Hamadeh and the Academy Board are unable to agree on changes to the Educational Program or other policies that affect the Academy in a significant way, either party may elect to terminate this Agreement at the end of each fiscal year, provided the terminating party gives the other party at least ninety (90) days' written notice prior to termination and the opportunity within the ninety (90) day notice period to negotiate an agreement on the educational policies at issue.

(d)Agreement Coterminous with Academy's Contract. If the Academy's Contract issued by the Bay Mills Community College 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.

10.2 Changes in Law. If any federal, state or local law or regulation, or court or administrative decision or Attorney General's opinion has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of this Agreement and if the parties are unable or unwilling to renegotiate the terms within 90 days after negotiations begin and after making good faith efforts which shall include the use of a third party arbitrator for alternative dispute resolution pursuant to Article XV, the party requesting the renegotiation may terminate this Agreement as of the end of the academic year.

The Academy and Hamadeh may also amend or terminate this Agreement if, at any time, the laws regarding payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of employees assigned by Hamadeh to work at the Academy, or the laws regarding tenure, change such that teachers or principals and assistant principals employed by Hamadeh must be covered by such retirement or tenure laws.

10.3 Time of Termination/Expiration and Disposition of Funds and Property.

(a) Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, the termination will not become effective until the end of the academic year in which the notice of termination was given. Notwithstanding the preceding sentence, any termination that results from a change in law as specified in Section 102, any violation of the applicable law or revocation of the Contract shall be effective immediately upon receipt of notice of such termination. The Academy Board and Hamadeh agree to make all efforts necessary to remedy a breach of this Agreement in order to continue

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school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and Hamadeh agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. Hamadeh shall perform this transition in a similar manner as described in Section 10.3c below

- (b) <u>Personal Property</u>. Upon termination or expiration of the Agreement, for any reason, Hamadeh shall have the option to reclaim any personal property which has been purchased, or leased from a party other than the Academy, with Hamadeh funds, provided Hamadeh was not reimbursed for such funds from the Academy pursuant to Section 5.3. All personal property purchased or leased by Hamadeh with funds received pursuant to Section 5.3 shall remain the personal property of the Academy.
- (c) Accounting. Upon termination or expiration of the Agreement, or if the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Hamadeh shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new educational service provider ("ESP"), selfmanagement or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Hamadeh to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, selfmanagement or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academyowned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.
- (d) Expenses. Upon termination or expiration of this Agreement, for any reason, he Academy shall pay Hamadeh for all reimbursable expenses incurred by Hamadeh during the current school year. In addition to the foregoing, all advances paid by Hamadeh with Hamadeh's own funds, which were incurred on or before receipt of notice of termination, shall be immediately repaid by the Academy unless otherwise agreed in writing by Hamadeh,

provided such advances relate to Hamadeh's services and performance under this Agreement, as specified in Section 5.3, and are in accordance with the Academy Board approved budget. The Academy shall not be responsible for repayment of any amounts paid by Hamadeh, for any purpose, which are incurred after Hamadeh receives a termination notice.

- (e) Accounting. Upon termination or expiration of the Agreement, or if the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Hamadeh shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new educational service provider ("ESP"), selfmanagement or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Hamadeh to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.
- (f) Expenses. Upon termination or expiration of this Agreement, for any reason, he Academy shall pay Hamadeh for all reimbursable expenses incurred by Hamadeh during the current school year. In addition to the foregoing, all advances paid by Hamadeh with Hamadeh's own funds, which were incurred on or before receipt of notice of termination, shall be immediately repaid by the Academy unless otherwise agreed in writing by Hamadeh, provided such advances relate to Hamadeh's services and performance under this Agreement, as specified in Section 5.3, and are in accordance with the Academy Board approved budget. The Academy shall not be responsible for repayment of any amounts paid by Hamadeh, for any purpose, which are incurred after Hamadeh receives a termination notice.
- 10.4 <u>Transition.</u> In the event of termination of this Agreement for any reason by either party prior to the end of this Agreement's term, Hamadeh shall, upon the request of the Academy Board, provide the Academy reasonable assistance for up to 90 days to assist in the transition back to a regular school program.

ARTICLE XL PROPRIETARY INFORMATION

- 11.1 Required Disclosure. The Academy shall be permitted to report any new teaching techniques or methods or significant revisions to known teaching techniques or methods to BMCC and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Section 505(3) of the Code. To the extent required under the Code and the Freedom of Information Act, MCLA §15.231 et sue,., Hamadeh's educational materials and teaching techniques used at the Academy are subject to public disclosure.
- 11.2 Ownership. Curriculum or other educational materials designed or developed by Hamadeh with funds Hamadeh received pursuant to Section 5.3 shall be considered property of the Academy and Hamadeh and its associate schools will have the right to use curriculum or other educational materials for educational purposes but not for commercial uses. 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 Hamadeh at the direction of the Academy with Academy funds dedicated for the specific purpose of developing such curriculum or materials.

ARTICLE XII. INDEMNIFICATION

ARTICLE XII. INDEMNIFICATION

- 12.1 <u>Indemnification of Hamadeh.</u> To the extent permitted by law, the Academy shall indemnify and save and hold Hamadeh and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Hamadeh for any and all legal expenses and costs associated with the defense of any such claim, demand or suit.
- 12.2 Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as "Bay Mills Community College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, Hamadeh hereby promises to indemnify, defend, and hold harmless Bay Mills Community College 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 Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with

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Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, Hamadeh's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by Hamadeh, or which arise out of the failure of Hamadeh to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against Hamadeh to enforce its rights as set forth in this Agreement.

12.3 <u>Indemnification of Academy</u>. Hamadeh shall indemnify and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by Hamadeh with any agreements, covenants, warranties or undertakings of Hamadeh contained in or made pursuant to this Agreement including additional programs and services under Section 3.15, and any misrepresentations or breach of the representations and warranties of Hamadeh contained in or made pursuant to this Agreement. In addition, Hamadeh shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit.

12.4 'Reserved'

12.5 <u>Indemnification for Negligence.</u> To the extent permitted by law, the Academy shall indemnify and hold harmless Hamadeh, and Hamadeh's board of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which Hamadeh may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. Hamadeh shall indemnify and hold harmless the Academy, the Board and its directors, officers, employees, agents and representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of Hamadeh's directors, partners, officers, employees, agents or representatives.

ARTICLE XIII. INSURANCE

- 13.1 <u>Insurance Coverage</u>. The Academy shall maintain such policies of insurance coverage in the amounts required by the Contract. Hamadeh shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article XIII.
- 13.2 <u>Hamadeh Insurance Coverage</u>. Hamadeh shall maintain such policies of coverage in the amounts required by the Contract, with the Academy listed as an

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additional insured. The Academy shall comply with any information or reporting requirements applicable to Hamadeh under Hamadeh's policy with its insurer(s), to the extent practicable. In the event that BMCC requests any change in coverage by Hamadeh, Hamadeh agrees to comply with any change in the type or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change.

13.3 <u>Workers' Compensation Insurance.</u> Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE XIV. WARRANTIES AND REPRESENTATIONS

- 14.1 <u>Academy Warranties and Representations.</u> The Academy Board represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Academy Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement
- 14.2 <u>Hamadeh Warranties and Representations</u>. Hamadeh warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. Hamadeh represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. Hamadeh warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement
- 14.3 <u>Mutual Warranties</u>. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XV. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, a three-person arbitration panel shall be appointed, with each party appointing a single arbitrator, and the third arbitrator chosen by the two so appointed. All three arbitrators shall be neutral, and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect, and with such variations as the parties and arbitrator(s) unanimously accept. The award shall be final and binding. A judgment on the award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. The arbitrator's award and decision shall be in writing, and shall include the findings and determinations by the Arbitrator in rendering the Arbitrator's final award and decision (cause opinion). Such cause opinion shall be made available to BMCC or its CSO upon request. The cost of arbitration, including attorney fees, shall be awarded at the discretion of the arbitrator(s).

ARTICLE XVI. MISCELLANEOUS

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- **16.1** Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Hamadeh.
- 16.2 <u>Force Majeure.</u> Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, flood, embargo, fire, explosion, sabotage, accident, labor strike, or other acts beyond its reasonable control, provided either party may terminate this Agreement under Article X if sufficient grounds exist as required by said Article X.
- 16.3 <u>State Governing Law.</u> The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan.
- 16.4 <u>Agreement in Entirety.</u> This Agreement (including any attachments) constitutes the entire agreement of the parties.
- 16.5 Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the address set forth below. Any changes to the addresses set forth in this section shall be submitted in writing to the other party. Notice may be given by: (1) certified or registered mail, postage prepaid, return receipt requested, or (2) personal delivery. Notice shall be deemed to have been given on the date of personal delivery if given by mail. The address of the parties hereto for the purposes giving notices required by this Agreement shall be:

Universal Learning Academy, a Michigan public school academy P.O. Box 1440 Dearborn, MI 48121 Attn: Academy Board President

With a copy to: Clark Hill PLC 151 S. Old Woodward Avenue, Suite 200 Birmingham, MI 48009 Attention: Joseph B. Urban

and to:

Hamadeh Educational Services, Inc. 37637 Five Mile Road, #200 Livonia, MI 48154 Attn: Nawal Hamadeh

with a copy to:

Butler Davis, PLLC P.O. Box 241 Detroit, MI 48226 Attn: Erika L.Butler, Esq.

- 16.6 <u>Assignment.</u> This Agreement shall not be assigned by Hamadeh without the Academy Board's prior written consent (which consent shall not be unreasonably withheld or delayed) or by the Academy Board without Hamadeh's prior written consent (which consent shall not be unreasonably withheld), provided that Hamadeh may, without the consent of the Academy Board, delegate the performance of, but not responsibility for, any duties and obligations of Hamadeh hereunder to any independent contractor, expert or professional adviser, in accordance with the terms of this Agreement and that any assignment is done in accordance with the CSO's Educational Service Provider Policies. However, this Agreement is not assignable without prior notification to BMCC.
- 16.7 <u>Amendment.</u> This Agreement shall not be altered, amended, modified or supplemented except by written amendment approved by the Academy Board and signed by both the Academy Board President (or authorized agent of the Academy Board) and authorized officer of Hamadeh. Any amendment to this Agreement shall be submitted to BMCCin accordance with the CSO's Educational Service Provider Policies.
- Academy has entered into one or more transactions in which the Academy has warranted to comply with Section 103 of the Internal Revenue Code of 1986, as amended, and to take all necessary actions in order to maintain the federal tax exemption of the interest component of payments under such transactions, to this end, the Academy and HES make the following representations regarding this Agreement:
 - (A)HES' compensation under the Agreement is reasonable and is not based, in whole or in part, on a share of the net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;
 - (B) The Agreement does not pass along to HES the burden of bearing any share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;
 - (C) The term of the Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond-financed school facility (if shorter) including all renewal options;
 - (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and

(E) HES is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

Further, with regard to governance;

- (A) None of the voting power of the governing body of the Academy is vested in the directors, officers, shareholders, partners, members, and employees of the service provider, as such an arrangement would be contrary to Michigan law;
- (B) The governing body of the Academy does not include the chief executive officer of the service provider or the chairperson (or equivalent executive) of the service provider's governing body; and
- (C) The chief executive officer of the service provider is not the chief executive officer of the PSA or any of the PSA's related parties (as defined in §1.150-1(b)).
- 16.9 <u>Waiver.</u> No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- 16.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.
- **16.11** <u>Successors and Assigns.</u> This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- 16.12 No Third Party Rights. This Agreement is made for the sole benefit of the Academy and Hamadeh. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.
- **16.13** <u>Survival of Termination.</u> All representations, warranties, and indemnities made in this Agreement shall survive termination of this Agreement.
- **16.14** <u>Delegation of Authority.</u> Nothing in this Agreement shall be construed as delegating to Hamadeh any of the powers or authority of the Board which are not subject to delegation by the Board under Michigan law.
- **16.15** <u>Compliance with Law.</u> The parties agree to comply with all applicable laws and regulations.

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16.16 <u>Compliance with Academy's Contract</u>. The Educational Service Provider (Hamadeh) 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 Bay Mills Community College Board of Regents. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

16.17 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 Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and Hamadeh shall have no recourse against the Academy or BMCC for implementing such site closure or reconstitution.

16.18 **<u>Data Security Breach.</u>** Hamadeh shall promptly report to the Academy Board, not later than the first business day following discovery, any use or disclosure of personally identifiable information from the Academy's education records or other information not suitable for public release (collectively, Covered Data or Information ("CDI")) that is not authorized by this Agreement or Applicable Law. Hamadeh agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Hamadeh has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, Hamadeh has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action Hamadeh has taken or shall take to prevent future similar unauthorized use or disclosure. Hamadeh shall provide such other information as reasonably requested by the Academy Board. Hamadeh shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

16.19. Other Agreements Between Parties. If the Academy enters into a lease, promissory note or other negotiable instrument with Hamadeh, or enteres into al lease-purchase agreement or other financing agreement with Hamadeh, those agreement must be separately documented, approved and are not a part of or incorporated into this Agreement. All such agreements must comply with the Contract, as well as any applicable BMCC and CSO policies.

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

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[SIGNATURES CONTAINED ON NEXT PAGE]

HAMADEH EDUCATIONAL SERVICES, INC.

a Michigan corporation By:

Nawal A Hamadeh Its President

UNIVERSAL LEARNING ACADEMY

a Michigan public School academy By:

Hassan Alaouie Its President

[SIGNATURES CONTAINED ON NEXT PAGE]

HAMADEH EDUCATIONAL SERVICES, INC.

a Michigan corporation

By:

Nawal A Hamadeh

Its President

UNIVERSAL LEARNING

ACADEMY

a Michigan public School academy

By:

Hassan Alaouie

Its President

CONTRACT SCHEDULE 6 PHYSICAL PLANT DESCRIPTION

Physical Plant

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Floor Plan	6-3
Site Plan	6-4
Occupancy Approval	6-6

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

- 1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See, MCL 380.502(3)(j); 380.503(5)(d).
- 2. The address and a description of the proposed physical plant (the "Proposed Site") of Universal Learning Academy ("Academy") is as follows:

Address: 28015 Joy Road

Westland, MI

Description: The school building a newly constructed state of the art facility located at

28015 Joy Road in Westland. The facility includes numerous classrooms,

as well as a gymnasium, office space, and an outdoor playground.

Term of Use: Term of Contract.

<u>Configuration of Grade Levels</u>: Pre-Kindergarten through Twelfth Grade

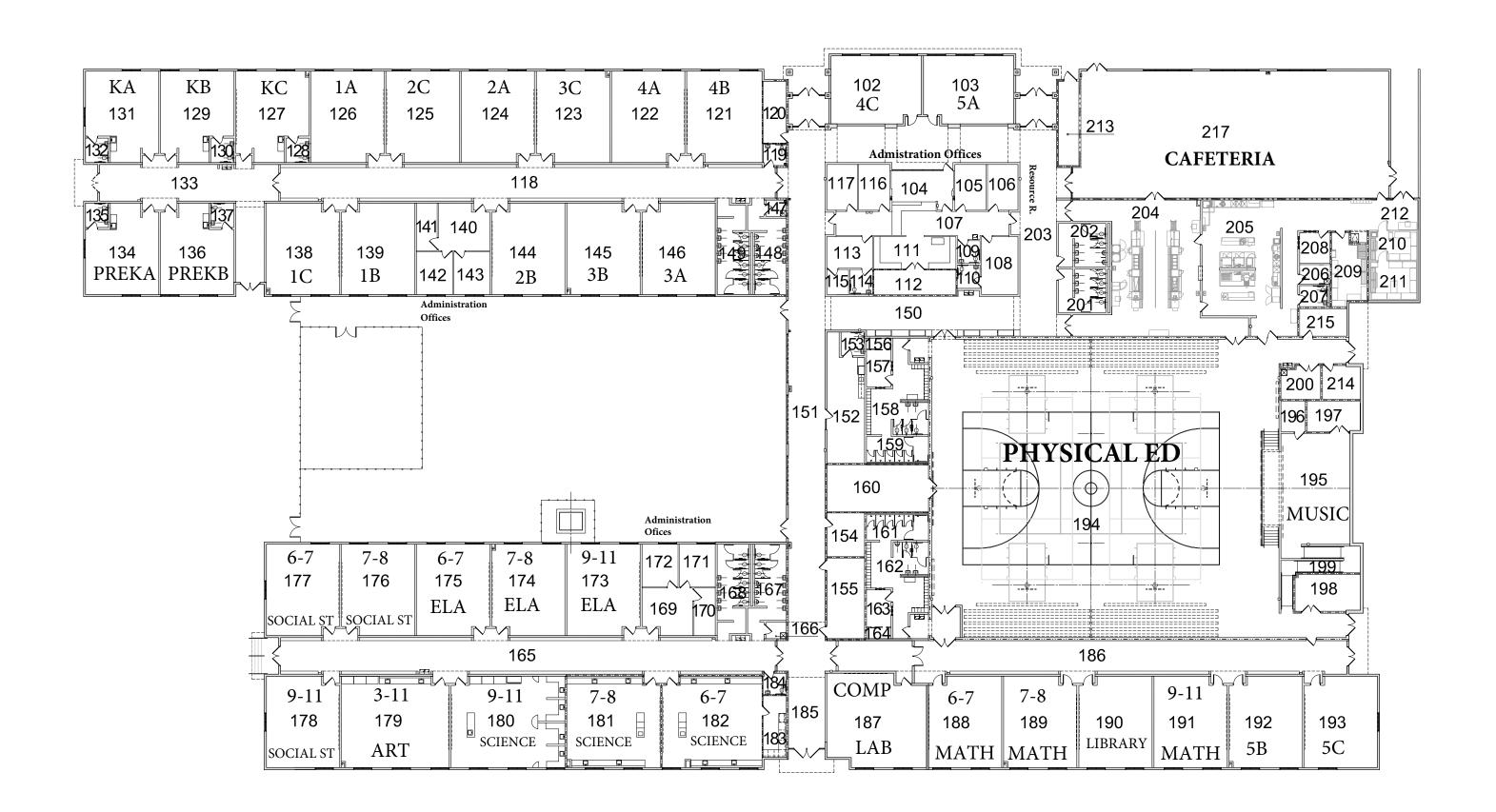
Name of School District and Intermediate School District:

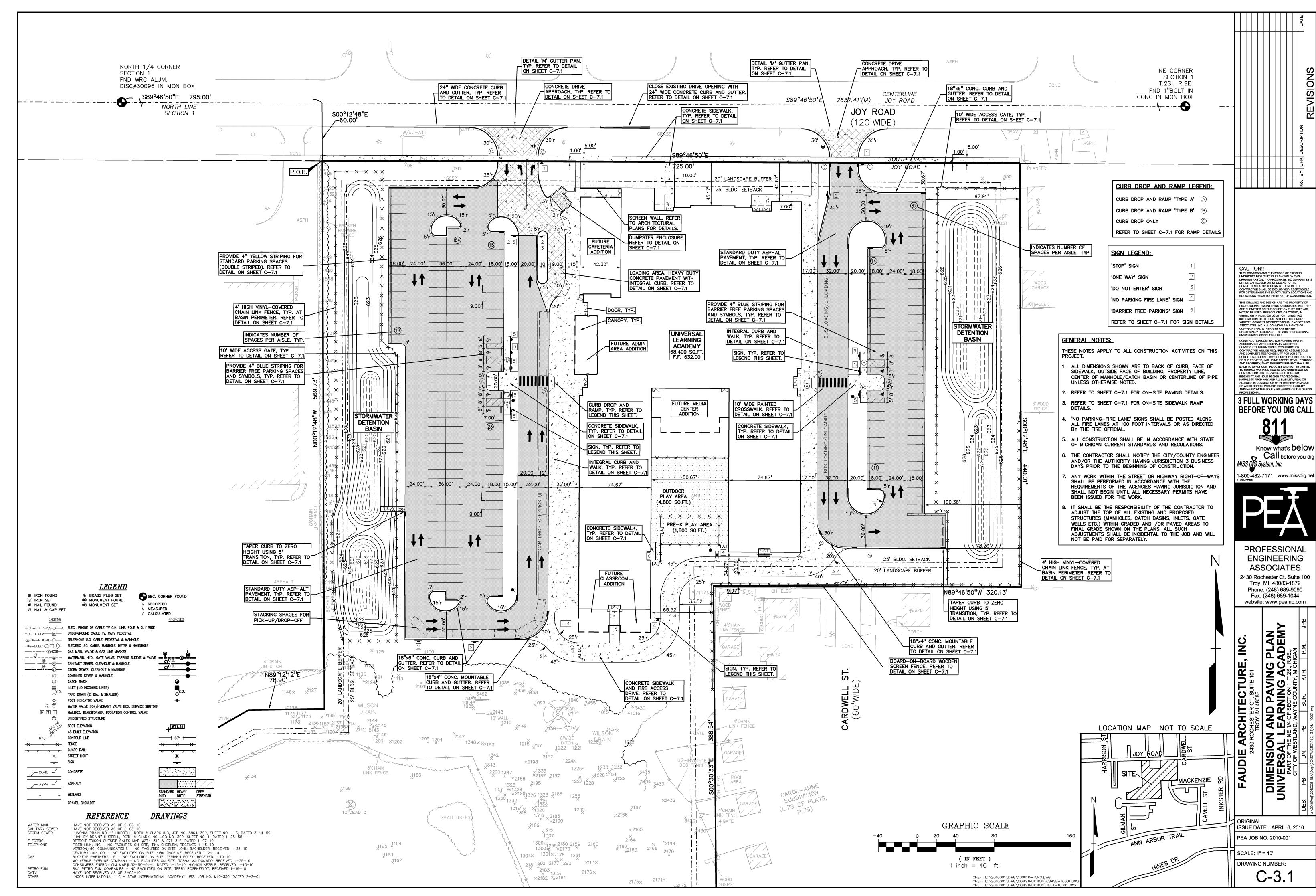
Local: Livonia Public Schools ISD: Wayne County RESA

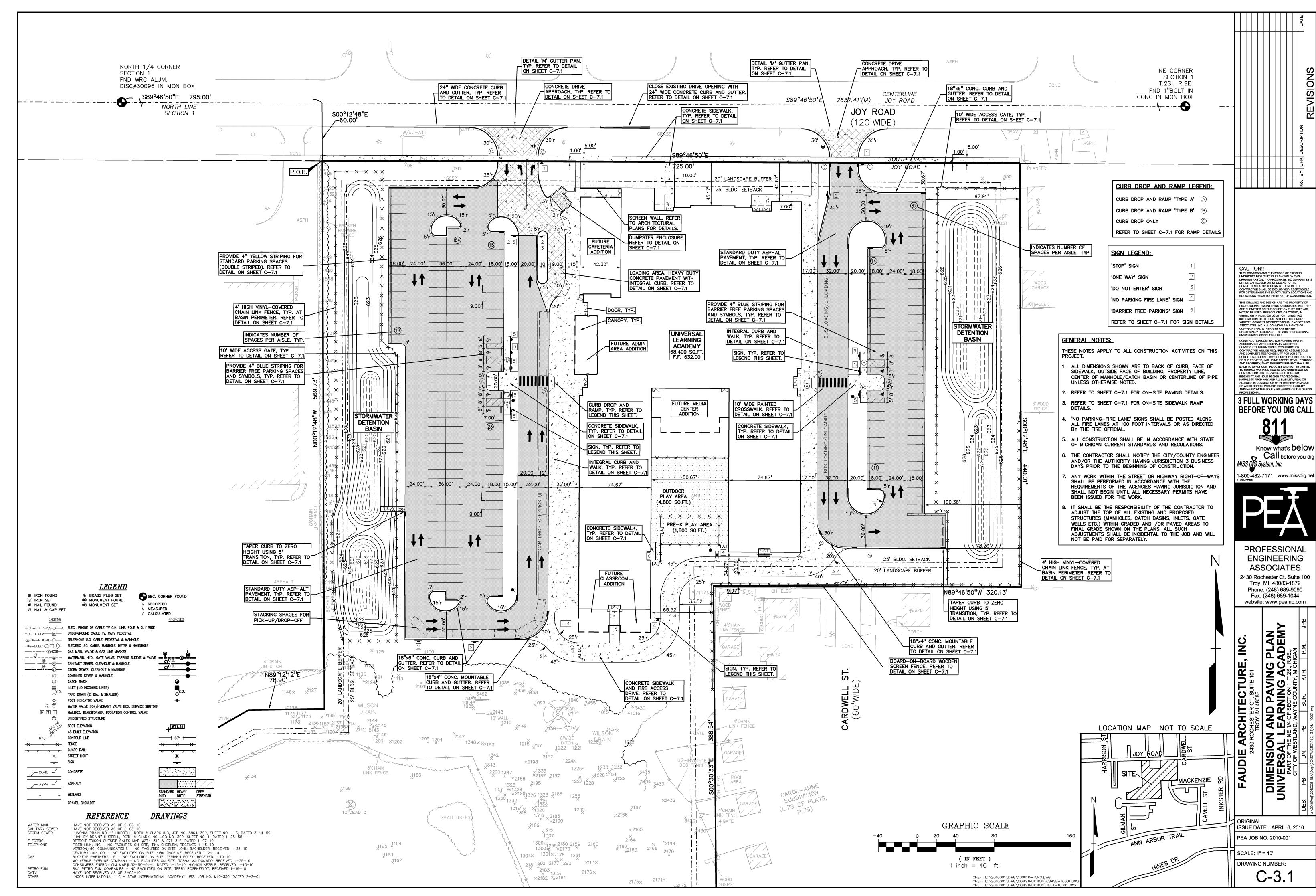
- 3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.
 - A. Size of building
 - B. Floor Plan
 - C. Description of Rooms
 - D. Copy of lease or purchase agreement
- 4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health, and safety approvals for the above-described proposed physical facility. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In case of disagreement, the Academy may not begin operations without the consent of the College Board.
- 5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be

amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at this site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.







CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes/Building Division P. O. Box 30254 Lansing, MI 48909 (517) 241-9317

Building Permit: B031075
Universal Learning Academy
28015 Joy Road
Westland, Michigan
Wayne County

The above named building of Use Group E and Construction Type 2B 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

January 20, 2012

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

<u>Required Information for Public School Academy</u>. This Schedule contains information required by Part 6A of the Revised School Code ("Code"). The required information for the Academy is contained in this Schedule 7.

- Section a. <u>Governance Structure</u>. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. <u>Educational Goals</u>. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. <u>Educational Programs</u>. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. <u>Curriculum.</u> The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. <u>Methods of Pupil Assessment.</u> The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. <u>Application and Enrollment of Students</u>. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g. <u>School Calendar and School Day Schedule</u>. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. <u>Age or Grade Range of Pupils</u>. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

SECTION A GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

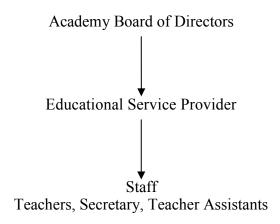
The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of this Contract and Applicable Law. Contract Schedule 2: Bylaws, Articles IV and V, set forth a further description of the Academy Board's governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the College Board. The College Board shall select the members of the Academy Board according to the terms and conditions set forth by the Bay Mills Community College Board of Regents.

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal and administrative policies for the Academy.

With the issuance of this Contract, the Academy Board may contract with a service provider to implement the Academy's educational program as set forth in Schedule 7 of this Contract. If the Academy Board retains a service provider, that service provider will be responsible for the performance of the Academy and will be accountable to the Academy Board. A service provider must report to the Academy Board at regularly scheduled times and upon any request by the Academy Board.

The Governance Structure of the Academy:



The Academy Board consists of five (5) members. Nominations and appointments of subsequent members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board Members are as follows:

Ronald A. Joussan Director 13967 Covington Dr. Plymouth, MI 48170 C (313) 896-6985 KoussanR@yahoo.com Term Ending June 30, 2021

Hassan Alaouie, Director 6532 Plainfield Street Dearborn Heights, MI C (313) 618-1731 ha55an@hotmail.com Term Ending June 30, 2022

Ali N. Yassine, Director 26242 Morton St. Dearborn, MI 48127 C (313) 414-0204 aliyassine01@hotmail.com Term Ending June 30, 2021

Aliya Bahsoun, Director 5752 N. Silvery Lane Dearborn Heights, MI 48127 C (313) 485-7325 aliya.mahmoud@gmail.com Term Ending June 30, 2020

Rim Tamim, President 27150 Rochelle Street Dearborn Heights, MI 48127 C (313) 258-1016 tamimreem@gmail.com Term Ending June 30, 2020

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SECTION B EDUCATIONAL GOALS

Pursuant to Applicable Law and Terms and Conditions Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this Schedule 7b. Upon request, the Academy shall provide the Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the College Board expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

Educational Goal to be Achieved:

Prepare students academically for success in college, work, and life.

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, the CSO will annually assess the Academy's performance using the following measures:

Measure 1: Student Achievement

The academic achievement of all students grades K-11 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades K-8 NWEA	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified in this schedule.
Grade 3-8 State Accountability Test (M-STEP and PSAT at Contract start date)	Percentage of students proficient on State Accountability Test	Students enrolled for three*or more years will on average achieve scores equal to or greater than proficiency score identified by the State.
Grades 9-11 State Accountability Test for grades 9 and 10 (PSAT and PSAT/NMSQT at Contract start date)	The average grade-level scores in reading and math as measured by State Accountability Test.	Students enrolled for three* or more consecutive years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by State.

State Accountability Test for	
grade 11- (SAT at Contract	
start date)	

^{*}If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

Measure 2: Student Growth

The academic growth of all students in grades 2 through 10 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
Grades 2-8 (NWEA Test must be administered in fall and in spring)	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA.
Grades 9-10 (NWEA Test must be administered in fall and spring. (Academy may request to give PSAT in lieu of NWEA Test in both the fall and spring for purpose of measuring growth. Permission must be obtained from Bay Mills before replacing NWEA for grades 9 and 10)	Growth made by students from fall-to-spring in critical reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA or if permission obtained to use PSAT, progress toward collegereadiness targets set by PSAT and PSAT/NMSQT	Students will on average achieve measurable fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA or, if permission obtain to use PSAT, growth toward PSAT and PSAT/NSQT targets.

^{*}The measure of student growth is the most important, but not the only factor the College Board considers when determining whether the Academy is "demonstrating measurable progress" toward the contractual goal of preparing students academically for success in college, work, and life. Some of the other factors considered are: the Academy's comparative position within state accountability reports, required state test proficiency rates compared to surrounding district's state test proficiency rates, the trend in the number of students reaching growth targets and achievement targets over the Contract term.

NWEA Achievement Targets

Grade	NWEA Reading End-of-	NWEA Math End-of-Year
	Year Target	Target

K	157.7	159.1
1	176.9	179.0
2	189.6	191.3
3	199.2	203.1
4	206.7	212.5
5	212.3	221.0
6	216.4	225.6
7	219.7	230.5
8	222.4	234.5
9	223	235
10	224	236

SECTION C <u>EDUCATIONAL PROGRAMS</u>



Universal Learning Academy

28015 Joy Road Westland, MI 48185 Tel: 734.402.5900

Fax: 734.402.5901

Description of the Educational Program

Universal Learning Academy (ULA) students, staff, and parents bring a diversity of knowledge, backgrounds, learning experiences, and achievement to our community. Universal Learning Academy's mission is to provide its students with quality education that focuses on the Michigan core curriculum and international cultures, including the study of a language, culture, and history different from one's own. The academy shall provide an education that will enable the various ethnic traditions, values, and experiences of students to enrich and nurture one another. Moreover, the Academy shall provide an education of the whole child by integrating the different aspects of children's learning and lives so as to make them more meaningful.

ULA's educational program is based on thematic units of study that provide students with a hands-on, interactive, differentiated and rigorous learning experience. Such approach is adopted in order to accommodate the individual learning styles and achievement levels. Character training through 21st century teaching and learning and career and technical education are an integral part of the educational program and comprise two important goals of the school improvement plan.

The Academy offers a variety of educational services that comply with the Michigan Merit Curriculum (MMC) and Common Core Standards recommended by the Michigan State Board of Education. Students receive instruction in the following areas: Technology, English Language and Literature, Fine and Performing Arts, Foreign Language and Literature, Physical Health and Safety Education, Life and Physical Sciences, Life/Student Skills and other specials, Mathematics, Social Sciences and History, and Character Education. All students are expected to follow a course of study.

Students starting in seventh grade will create an Educational Development Plan (EDP) that is based on career pathway programs or similar to career exploration programs.

Universal Learning Academy offers a comprehensive and well-rounded Pre-K-12 academic program. The arts, music, physical education, and technology are critical components of this program across all grade levels. During elementary school years, students receive targeted training on subject specific skills along with a plethora of organization and critical thinking strategies that will prepare them for secondary education and beyond. Middle school is a major transition stage where students start attending classes taught by teachers specialized in different subjects. To ensure middle school students do not experience much frustration with such transition, the Academy has embedded counseling and other administrative supports to help pupils establish the necessary organization and self-regulation skills. Students start receiving targeted test preparation sessions in middle grades sixth through eighth to account for the shift in accountability and assessment measures they will experience during this stage. This training will help them transition easier to high school and be further prepared for college education.



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Students enroll in specialized and advanced courses in grades nine through twelve. These are the years when students become more aware of their strengths and talents which will help focus their college and career planning. Ongoing academic monitoring and credit analysis are tasks the Academy counselor and instructional administrators engage in to ensure high school students are always on track for timely graduation. College and career preparation starts as early as middle school years and becomes heavier in high school with integration of scholarship and technical writing courses which enable students to graduate high school with several anticipated scholarships. Career and college fairs are also facilitated annually in addition to onsite and offsite college visits as part of the Academy's career and technical training program.

To ensure the implementation fidelity of the academic program, the principal, curriculum coordinators, and instructional coaches conduct walk through (formal/informal) observations, using the McREL Walkthrough Template, to provide feedback on instructional delivery and classroom management in line with the school improvement goals. Instructional coaches, coordinators, and grade level teams meet to discuss alignment, pacing, and implementation of all units to ensure that all grade levels are addressing all learning standards for a given grade level.

Universal Learning Academy has made data-driven decision making an integral component of its continuous improvement plan. Professional Learning Communities, staff training, communication networks, and data analysis using an advanced data management system continue to bring about positive changes into the infrastructure of our school. Planning meetings are centered on identifying target areas to focus improvement, and integrate these areas across the curriculum. The Academy has adopted a revised district wide Multi-tiered System of Supports (MTSS) closely aligned to the Michigan Department of Education's plan to meet our school improvement goals with a focus on literacy across all the curriculum and STEM driven by our interdisciplinary Pre-K-12 curriculum framework.

The educational program at Universal Learning Academy is well-rounded and designed to inspire academic achievement, community engagement through extra-curricular activity, discipline, character, and critical thinking. A summary of the Academy's programs and services that continue to flourish year after year is listed reflecting the quality educational experience students receive to meet the ever changing and challenging demands of the 21st century world.

- * Tuition free full day Pre-K through 12th grades
- *Comprehensive special education services for students with special needs
- *Comprehensive English Language Development (ELD) program for English Learners (ELs)
- *College preparatory education based on the Michigan core curriculum
- *Advanced placement classes and dual college enrollment
- *Arabic language taught in grades PreK-12
- *Scholarship program for college-bound students
- *Technology and computer literacy
- *Leadership formation: National Honor Society, student government, student clubs



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- *Well-rounded curriculum includes physical education, arts, and music
- *Competitive high school & middle school athletic teams
- *Character-building
- *Free and reduced-price lunch program



SECTION D

CURRICULUM



Academic Program

Universal Learning Academy

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Reauthorization Process-2020

EDUCATIONAL PROGRAM

Pursuant to Applicable Law and the Terms and Conditions of the Charter Contract with Bay Mills Community College, the Academy shall implement, deliver, and support the educational programs identified in this schedule for Pre-k through twelve (Pk-12).

Mission

Universal Learning Academy students, staff, and parents bring a diversity of knowledge, backgrounds, learning experiences, and achievement to our community. The Academy's mission is to provide its students with quality education that focuses on the Michigan core curriculum and international cultures, including the study of a language, culture, and history different from one's own. The academy shall provide an education that will enable the various ethnic traditions, values, and experiences of students to enrich and nurture one another. A safe and orderly learning environment encourages students to become responsible decision-makers who are reflective, equitable, respectful, and understanding. Moreover, the Academy educates the whole child by ensuring students are actively engaged with access to personalized learning experiences, supported by highly qualified teachers, and prepared for success in college, work and life.

The Academy prepares students for a successful transition to the workforce and life after high school by focusing on career and college readiness skills. The goal is to prepare all students to be committed to continuous learning. The Academy strives to maximize each individual's intellectual, physical, psychological, and moral self by offering a rigorous curriculum based on a thematic approach to learning and planning that integrates concepts across disciplines including 21st century skills that encourage collaboration in cooperative learning structures and project-based opportunities.

Values

Through the delivery of the unique internationally minded curriculum, co-curricular, and extracurricular activities, the Academy endeavors to prepare its students to become contributing members of local, regional, and global communities. As future leaders, students recognize and participate in a free, democratic, and market-driven society by becoming verbally, visually and technologically literate life-long learners. The Academy teaches and embraces the value of diversity, differences and similarities between and among cultures, religions, countries and people of the world. Students demonstrate strong morals, sound character, and a caring attitude toward humankind. The Four Pillars of Hamadeh Educational Services (HES) which emphasize Scholarship, Character, Culture and Community serve as the foundational focus for curriculum development and instruction. The Academy's value system builds student confidence and develops leadership skills through the character education curriculum and service learning projects.

Curriculum

The Academy's educational goals for K-12 are driven by a strategically designed curriculum that is aligned to the Michigan Standards for English Language Arts and Mathematics (CCSS), the Grade Level Content Expectations (GLCE) and High School Content Expectations (HSCE) for Science, Social Studies, Physical Education, Health, Technology, the Arts and World Language, which support the Michigan Curriculum Framework. Instruction is delivered from an inquiry-based approach to teaching and learning. The curriculum is designed thematically and the interdisciplinary planning highlights concepts and learner profile traits for every unit across the core subjects, a second language, the arts, technology, and physical education. The curriculum incorporates instructional best practices by utilizing strategies that are scientifically based, utilizing Marzano's instructional strategies, the Rigor and Relevance Framework, Bloom's Taxonomy, and Webb's Depth of Knowledge in a student-centered approach.

Teachers design the units of inquiry that both transcend and articulate conventional boundaries of the following six subjects: English, foreign language (Arabic), social studies, mathematics, science, and physical education with technology integration among all subjects (Alvarado,

2003). Health standards are addressed with science instruction while character education is embedded throughout the interdisciplinary units. The unit framework also incorporates the five essential elements of knowledge, concepts, skills, attitudes, and action. These elements allow students to gain a deeper understanding of knowledge that is relevant and of global significance.

As students transition to the middle school, the inquiry approach to learning continues with units that are designed around a guiding question. Continuously revisited throughout the unit, the guiding question leads to essential questions that are more specific to content. Students are scheduled in English, a second language (Arabic), humanities, sciences, mathematics, arts, physical education and health. Technology is embedded in all courses and supports the teaching and learning process. Aligning to the rigorous curriculum planning process utilized throughout the Academy, the written, taught, and the assessed curriculum are linked through the understanding that every teacher, student, and parent is a learner. While the expression of issues, concepts, and ideas on paper are necessary, it is the interpretation of the written curriculum into daily practice by teachers that has a huge influence on the success of students. The development of a range of authentic and targeted assessment strategies, focused on the learning, brings balance and integrity to the curriculum (Marzano, 2009).

English Language Arts

The Academy's English language arts curriculum provides robust instruction in vocabulary and inquiry/investigations with a strong foundation of phonemic awareness, phonics, fluency, and comprehension strategy instruction. These foundational skills serve to develop students with strong literacy skills as students interact with literary and informational text. Leveled reading groups allow for differentiation of instruction, meeting the need for individualized advancement of every student.

Mathematics

The mathematics curriculum focuses on mathematical thinking, which emphasizes problemsolving skills along with basic skill practice and applications. Instructional delivery presents numerous methods (e.g. math games, mental math, learning centers using manipulatives and technology-based resources) for students to learn concepts and practice skills. Delivery is also balanced in that lessons may be whole group, small group, or individualized with occasion for hands-on and project-based learning opportunities.

Science

Science instruction emphasizes a philosophy that students' learn best through guided inquiry and concrete exploration. The Academy's science program provides for integrated science strand studies that include labs and the integration of technology. Science education employs a hands- on approach guiding students into a deeper knowledge of scientific principles — reflecting the interconnected nature of science as it is practiced and experienced in the real world. Teachers guide students during the experiments to facilitate, enhance, and ensure learning outcomes for each student. The science program continues to build upon topics and provides students with opportunities to study more advanced science concepts. The Next Generation Science Standards (NGSS) guide grade level Science lessons targeting scientific inquiry. Additionally, the Michigan Model for Health is integrated within the science curriculum to reinforce health concepts for kindergarten through fifth grades, and into physical education for grades six through eight. As students advance to high school, opportunities.

Social Studies

The social studies curriculum includes the strands articulated by the National Council for Social Studies. The curriculum includes 1) culture; 2) time, continuity, and change; 3) people, places, and environment; 4) individual development and identity; 5) individuals, groups, and institutions; 5) power, authority, and governance; 6) production, distribution, and consumption; 7) science, technology, and society; 8) global connections; and 10) civic ideals and practices. Instruction incorporates the multiple intelligences, cooperative learning, and nonlinguistic representations (e.g. graphic organizers). A strong emphasis is placed on literacy as students interact with informational text using the social studies resource and numerous informational resources. Students are connected to current events and guided through processes of inquiry as they evaluate historical and current issues as they review primary and secondary print and digital sources.

Technology

Technology instruction is integrated throughout the curriculum with scheduled computer lab sessions and via classroom Smartboards. Students in grades K-12 are each provided with a Chromebook. They learn to use a variety of computer programs and digital applications. Further, technology is used to conduct research, enhance critical thinking skills, and as a tool to communicate. At the middle school, students complete various cross- disciplinary units implementing the technology design cycle. In the high school, several electives will be offered to ensure students are technology literate at a 21st century pace.

Physical Education

The Academy's physical education program promotes the teaching of knowledge, skills, and attitudes that enable children to be active for life. Students are presented with activities that improve coordination, enhance motor skills, and encourage team building. Additionally, the Michigan Model for Health is integrated within the science curriculum to reinforce health and physical education concepts.

Arts

Visual arts and performing arts are introduced through units of inquiry. The Academy's visual arts program emphasizes the elements of art, the principles of design, and color theory. The performing arts include music instruction that introduces and builds upon the elements of sounds, rhythms, tempos, through singing, chanting, listening, and performing.

Research-Based Instructional Strategies/Methodologies

As a non-linear model, the Academy's curriculum illustrates a process that is finely tuned, whereby the written, taught, and assessed curriculum has interwoven components. It requires consideration of the assessment of the learning to be thought about much sooner and in greater depth, than is traditionally the case. Beginning with the end in mind, the Academy follows the backward design model. The backward design model centers on the idea that the design process should begin with identifying the desired results and then "work backwards" to develop instruction. The three main stages of the model are to identify desired outcomes and results, determine what constitutes acceptable evidence of competency in the outcomes and results, and then plan instructional strategies and learning experiences that bring students to these competency levels (Wiggins, 2005).

Highly qualified teachers lead the design and implementation of the Academy's curriculum units. In collaboration with experienced mentors and instructional leaders, proactive monitoring of student progress towards standards mastery is scheduled bi-weekly. As a result, individualized educational plans are devised to include differentiated instruction including project-based learning and authentic, formative, and summative assessments (Irons, 2007). Working with individual student learning plans the differentiating of instruction provides learning experiences that enhance mastery for all students. "Differentiated instruction in a classroom looks at students' commonalities as well as their differences and uses that to dictate their teaching and grouping strategies" (Tomlinson, 2001). In the classroom, teachers connect differentiated strategies (e.g. tiered activities) with Gardner's multiple intelligences. These researched best practices enable the Academy to fulfill its mission of ensuring that all learners have equity in attaining the educational goals and maximizing individual potential.

To ensure students reach maximum potential, Academy staff utilizes the best practice of assessments being multidimensional, thoughtful, and periodic to provide ongoing feedback to students about progress of learning. The authentic assessment of a task represents a more student-centered approach and more meaningful application of student knowledge. Similarly, across the curriculum, formative assessment guides instructional planning as it provides immediate feedback as to how students are mastering the content. In the classroom, teachers use multiple variations of

assessments (observations, questioning, exit slips) to monitor student progress and to provide students the opportunity to reflect on the work and draw new conclusions based upon the feedback.

Curriculum Flexibility

The Academy's curriculum is flexible to address the needs of all learners. The curriculum lends itself to differentiated instruction, inclusion of the multiple intelligences, and incorporates diverse learning styles and methodology. At the elementary level, student-centered instruction, founded on inquiry and flexible grouping, allows for teachers to extend learning and application of skills for gifted and talented students while providing support through interventions to students who may not be independently succeeding at grade level expectations. During unprecedented times, to prevent the spread of COVID-19 and in emergency situations when schools needs to close and/or when families have a need for non-traditional options, the Academy offers parents additional flexibility by offering three options to choose from for their children to receive equitable education and instruction. Parents may choose instruction via 1) face-to-face or traditional method, 2) blended learning or 3) all virtual as may be permitted by the authorizer and/or by local, state, and federal guidelines and statues.

The Academy's leveled reading and mathematics resources are designed to provide higher order thinking skill applications that nurture the abilities of exceptional students whose interests are further enriched in after school math, science, and technology clubs. As gifted and talented students reach the middle school level, individuals are assessed for placement in math and/or English. The placement eventually prepares students for earlier completion of core courses in the high school curriculum and to qualify for dual enrollment and Advanced Placement ("AP") courses in either tenth or eleventh grade.

The differentiation of instruction and assessment within the Academy's curriculum design serves the needs of both the advanced as well as the at-risk student population. The Academy identifies students eligible for special services such as Title I, at-risk, limited English language proficiency and special education during the enrollment process. As factors contributing to barriers to learning may arise subsequent to enrollment, student needs are also identified in regular monitoring of student progress towards standards mastery.

Instructional and support services for below grade level students and at-risk Section 31a students include full inclusion English language learner instructional programs following the Sheltered Instruction Observation Protocol ("SIOP") components, tutoring, extended day/year, and a summer program. The Academy ensures all certified teachers and qualified paraprofessionals are scheduled shared planning and mentoring time to plan lessons that reinforce concepts and serve to advance students to mastery (Short, 2008). Further supports are provided to below grade level students through the Academy's Response to Intervention ("RTI") program. The Academy's RTI model is embedded in the Multi-Tiered System of Support (MTSS) which is a framework designed to identify to students who may be as-risk for inadequate academic, behavioral, and social performance by utilizing tiers to address student needs and provide interventions, including small groups and one on one targeted instruction.

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the IEP team and together the team is making decisions that are subject to requirements regarding provision of the least restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current Individualized Educational Program ("IEP") enrolls in the Academy, the Academy will implement the existing IEP to the extent possible, or will provide an interim IEP agreed to by parents until a new IEP can be developed. IEP's will be developed, revised, and implemented in accordance with the Individuals with Disabilities Educational Improvement Act ("IDEIA") and state law and regulations.

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

- 1. The Academy is responsible for providing a free appropriate public education to children with disabilities enrolled in the Academy that have been determined through an IEP to require Special Education programs and services.
- 2. The Academy will ensure that a multidisciplinary team, as defined in the Michigan Special Education Rules, properly evaluates children who are suspected of having disabilities and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
- 3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEIA, and reviewed on an annual basis, or more frequently as determined by the IEP team.

The Academy provides a resource room program with supplemental services for students eligible for special education services depending upon student need. Supplemental services include, but are not limited to, teacher consultants for vision impaired, hearing impaired and occupational therapy, speech and language pathology, psychological and social work services. Additional programs and/or services are provided as needed and determined per the Individualized Education Program Team ("IEPT") Report.

Child Support Teams are involved in the pre-referral process of students and are comprised of administration, school social worker, general education teacher, and the special education teacher when applicable. Students are identified as eligible either upon new enrollment or with a pre-referral process. Students are serviced in compliance with all state and/or federal laws with the student's needs/best interest as the continued focus. A full Response to Intervention model is in effect to ensure students are placed based on need and interventions. All students have equal access to general education curriculum, materials and resources so that they may pursue an education and graduate with a diploma meeting the Michigan Merit Curriculum ("MMC") requirements and are prepared for success in college, work, and life.

Success in college, work, and life

The Academy's program is designed to provide its students with the education and skills needed to become successful adults who positively contribute to society. Delivery of teaching and learning

activities, aligned with the National Common Core Standards, focused on 21 st century skills as well as the intentionally embedded mini-lessons on being inquirers, knowledgeable, thinkers, communicators, principled, open-minded, caring, risk-takers, balanced and reflective, provide the opportunities students need to become global minded productive citizens. Co-curricular activities as well as extra-curricular enrichment activities, aligned to the Academy's goals and objectives, ensure that the skills being taught are given application opportunities that are real and instrumental in preparing students for adulthood. This allows the Academy to focus on the student as a whole in implementing both core academics and curriculum beliefs and values.

Academy programs prepare students to become problem-solvers, utilizing conflict resolution strategies through character building activities, hands-on and project-based learning. Students develop leadership skills by cooperatively working in groups, collaborating amongst peers, and through problem solving tasks. With a focus on planning, organizational, and communication skills, effective leadership roles emerge. To further develop leaders and to ensure students are globally competitive, technology is integrated across all subjects. Students learn to use technology as a tool to conduct research and as a means of communication with others (Pitler, 2007). Technology integration allows students to explore information in order to find answers to inquiries, develop solutions to problems, pursue areas of interest, and develop a life-long love for learning (ISTE, 2008).

The Academy embraces diversity of culture. Students develop a strong self-value and identity through cultural awareness of the school community through the implementation of the HES Four Pillars and the rigorous curriculum resources. This awareness helps students understand roles in the school, community, and world. Self-reflection is embedded throughout all students' progress. Through reflection, students identify strengths and areas of interest/need for career planning, and establishing academic goals. Regular monitoring of student progress towards goals is facilitated by teachers and counselors during Approaches to Learning sessions with the use of student portfolios which students contribute to at the end of each unit, and revisited every trimester with sample artifacts students select to represent learning.

Educational Development Plans

P.A. 141 of 2007 requires districts to provide students an opportunity to develop an Educational Development Plan (EDP). At the Academy, an EDP is developed in the seventh grade and facilitated by administrators and counselors. Once completed teachers and the counselor ensure maintenance and ongoing updates of the plan. The EDP includes personal information, student identified career goals, assessment results, long-term planning to support post-secondary or post-school options, and information on resources and other learning experiences that support the achievement of student goals.

Assessment

Students are initially assessed in core academic areas using a nationally recognized standardized assessment from the Northwest Evaluation Association (NWEA MAP), in kindergarten through sixth grade in the fall, winter and spring of each year. The "MAP" assessment serves as a

individualized growth tool and a guide to inform instruction. English language learners ("ELL") are initially assessed in English language with the World-Class Instructional Design Assessment ("WIDA"). The Michigan Student Test of Educational Progress ("M-STEP") is performed annually. Teacher-created assessments serve as the foundation for measuring student progress toward standards and learning targets. Teacher-created assessments include formative and summative assessments, portfolios, observation, and foreign language placement (Ainsworth, 2007).

Student data is tracked electronically using PowerSchool and Tableau, our own data systems, as well as other state, federal, and/or Intermediate School District ("ISD") reporting systems. The electronic system assists in the identification of students with special needs, the implementation of the provision of services, and tracking, monitoring, reporting progress. Further, as indicated, staff members use assessment data to inform instructional planning that provides for differentiated instruction and to determine changes in instructional delivery.

Program Evaluation

Evaluation of the educational program is a collaborative effort among instructional staff and other stakeholders including students, parents, instructional leaders, curriculum leaders, and data/evaluation experts. Student reflections on instructional strategies, resources, and services are considered along with parent input in reviewing student progress data to identify level of mastery in standards and inform pacing of instruction (Epstein, 2009). Assessment data is analyzed by teachers and department leaders at least three times a year to drive recommendations on educational program effectiveness and enhancements needed during the year. Data from annual stakeholder surveys provide key data used during the consolidated needs assessment completed in the spring. These findings and recommendations are collaborated on within the school improvement team to analyze strategies and interventions, to identify effectiveness of resources and programs, and to establish goal and objectives for the upcoming school year (Zmuda, 2004). The Academy's school improvement committee includes staff, parents, students, and community members who participate in curricular reviews and development to prepare students for achievement in the common core college and career readiness standards.

CURRICULUM

The Academy has adopted the HES written curriculum for the subjects and courses identified in this schedule. The curriculum has been reviewed and approved by BMCSO. The curriculum is also available at (https://hesedu.rubiconatlas.org).

Elementary, Middle and High School

The following subjects/courses are offered at the Academy. As the Academy expands into High School, these subjects will be included with opportunities for students to take advanced courses in each of these content areas.

Course	K	1	2	3	4	5	6	7	8	9	10	11	12
Cross-Discipline Units													
English Language Arts	X	X	X	X	X	X	X	X	X	X	X	X	X
Math	X	X	X	X	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X	X	X	X	X	X
Physical Education	X	X	X	X	X	X	X	X	X	X	X	X	X
Art	X	X	X	X	X	X	X	X	X	X	X	X	X
World Language: Arabic	X	X	X	X	X	X	X	X	X	X	X	X	X
Technology	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	X	X	X	X	X	X	X
Health	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	X	X	X	X	X	X	X
Character Ed (ATL)	Embedded												

Instructional Planning and Documentation

With the adoption of the Common Core State Standards (CCSS) in English Language Arts and Mathematics in June 2010, a gradual transition has taken place in those content areas from the MI Grade Level Content Expectations to the (CCSS) Michigan K-12 Standards in English Language Arts and Mathematics. Documentation of unit planning includes the Michigan content standards as the foundation for instruction and the HES Four Pillars. An intentional cross-disciplinary planning, as reflected in the instructional units as "Language Across the Curriculum" (LAC) and "Science, Technology, Engineering and Math" (STEM), demonstrates a rigorous approach to teaching and learning with a strong emphasis on literacy and inquiry-based instruction. The Next Generation Science Standards (NGSS) guide grade level Science Instruction.

This on-line curriculum system link (https://hesedu.rubiconatlas.org) displays the evidence of planning and reflection that is an ongoing process at the Academy.

Instructional planning at the Academy is robust and ongoing. Reflection on student learning and the outcome of assessments during and after instruction is foundational for selecting strategies to reach learners. Data from student classroom performance is the catalyst for determining what is planned for and what is taught. As displayed in the curriculum documents, a more rigorous approach to planning has evolved to reflect vertical and horizontal planning in the Unit Planning

Guides. Each serves a purpose for the planning process. The foundation of instruction is based on Michigan Standards and the HES Four Pillars. The Unit Planning Guides for 2014-15 have required a more intentional focus on each part of the instructional process. The backward planning design begins with student assessment data and determining where students are in the process. Assessments are determined first as the standards are reviewed for the instructional sequence. Instructional materials, methods and strategies are selected that reflect where students are in their understanding of the material and interests.

Planning needs to remain fluid to reflect the fluctuating demands that student interests and abilities impress upon the Academy. To accommodate this need, the Academy has begun to transition their curriculum documents onto a live and transparent Curriculum System, Rubicon Atlas, as of December 2014: (https://hesedu.rubiconatlas.org), virtually and digitally due to unprecedented times in March 2020 and will continue to fulfill the needs consistent with the authorizer's, local, state and federal guidelines. During this transition, our document system is available to teachers and administrators to access and interact with. Once the curriculum materials – units, lesson plans, assessments and assignments – are added to the system, this system will serve as a live resource for every parent and student to access so they can be engaged in the ongoing teaching and learning process from home.

PreK - Great Start Readiness Program (GSRP)

The Pre-K educational program is a Great Start Readiness Program (GSRP) which will establish developmentally appropriate practices with all staff members to carry out with the children. Daily routines and activities will allow children to adjust to a setting that will nurture the growth and natural curiosity of four year olds. The Great Start Readiness pre-school program follows the High Scope curriculum and is aligned to the Michigan Early Childhood Standards of Quality for Prekindergarten and is used to guide lessons and activities throughout the school year. The Pre-K program will provide parents the opportunity to improve and boost their child's development through informational packets, meetings, and special events that will create a community who is strongly committed to academic success for all children.

The developmental needs of a Pre-K age child must be met through a variety of hands-on and exploratory activities. Centers are created around language and literacy, math, science, social studies, technology, social experiences, physical, visual arts; music, movement and dramatic play provide opportunities for growth and learning on a daily basis. These are the building blocks and foundation in which the child will not only gain the necessary milestones for his/her age, as well as be a part of a curriculum that will prepare him/her for entry into kindergarten the following year. Teachers and staff will work together to set goals and objectives that will foster the skills that a Pre-K age child will gain. The Pre-K program will strive to facilitate the growth and development of the each child in a wide variety of appropriate activities that will enhance the cognitive, physical, social and emotional development of the child.

High Scope Curriculum

The High Scope Curriculum for Preschool addresses children's development through eight content areas. Each one includes key developmental indicators, or specific learning experiences. The curriculum defines what to teach; why the content and skills are appropriate expectations for young children; and where, when, and how to teach effectively. It is linked to an assessment system so the teachers can use information from assessments to plan and guide instructions both for individuals and groups of students.

The High Scope Curriculum for Preschool is based on five fundamental principles. They guide the teacher's planning and help them to understand the reasons for intentionally setting up and operating our program in particular ways. These principles are:

- Positive interactions and relationships with adults provide critical foundation for successful learning.
- Social-emotional competence is a significant factor in school success.
- Constructive, purposeful play supports essential learning.
- The physical environment affects the type and quality of learning interactions.
- Teacher-family partnerships promote development and learning.

Screening and Assessment Policy

As Pre-K professionals, the program relies on the Ages and Stages Questionnaire (ASQ). The Ages & Stages Questionnaires®, Third Edition (ASQ-3TM) pinpoints developmental progress in children between the ages of one month to 5 ½ years. Its success lies in its parent-centric approach and inherent ease-of-use—a combination that has made it the most widely used developmental screener across the globe. The ASQ is conducted once a year at the initial home visit. Teaching staff will support parents when needed to conduct the questionnaire. Evidence has showed that the earlier development is assessed—the greater the chance a child has to reach his or her potential.

COR Advantage Assessment

COR Advantage is both a valid and reliable child assessment that measures the developmental trajectories of all children, from birth through kindergarten, regardless of their backgrounds or abilities. Based on extensive research in the field of early childhood education, COR Advantage puts into practice the most up-to-date knowledge about brain development and behavior. It also recognizes the working conditions of early childhood practitioners, with careful consideration given to the length of the assessment, ease of use, and its efficiency in validly and reliably measuring student outcomes. Our GSRP teachers use the power of observation to document what each child is doing, saying, building, interacting, etc. Teaching staff then input their observational notes into the COR site and it shows/creates reports focusing on each student's strengths and weakness. Teachers then use these reports to plan different activities and instruction within the classroom based on each child's needs.

SECTION E METHODS OF PUPIL ASSESSMENT



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7e. Method of Pupil Assessment

At Universal Learning Academy, Comprehensive Needs Assessment (CNA) is an ongoing and continuous process of analyzing data as it is readily available throughout the school year and involves all key stakeholders including staff, parents, students, and community members. The Comprehensive Needs Assessment was conducted through detailed descriptive and inferential statistical analysis of external norm-referenced student achievement data from the following: Michigan Student Test of Educational Progress (M-STEP) for grades 3 - 8 and 11, Northwest Evaluation Association Measures of Academic Progress (NWEA/MAP) for grades K - 8, Preliminary Scholastic Aptitude Test (PSAT) for grade 8, 9, Preliminary Scholastic Aptitude Test/National Merit Scholarship Qualifying Test (PSAT/NMSQT) for grades 10 and 11, and the Michigan Merit Exam (MME) for grade 11. PowerSchool grade book was used to gather criterion referenced formative and summative performance, discipline, and attendance data to gain a clear understanding of the effectiveness of the school's programs/process, curriculum and instructional practices, and to track student demographic subgroup performance. The M-STEP assessment shows that there are currently gap areas in ELA, Science, Math, and Social Studies among the tested grade levels. This was done to gain a clear understanding of the effectiveness of school programs/processes and curriculum, as well as to inform goal setting and decision making.

Ongoing assessment, evaluation, mentoring/training and support are facilitated by the District through the Support Center staff members who work closely with and lead the School Improvement (SI) Team. The Academy utilizes the School Improvement Framework (SIF) Process Cycle which has four (4) major components that cycle in a continuous praxis.

• Gather Data: Where are we now (status) and where do we want to be (goals)?



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- Study/Analyze: What did the data/information we collected tell us?
- Plan: How do we organize our work so that it aligns to our goals and resources?
- Do: Staff implements the strategies and action steps outlined in the plan.
- Gather Data II: Where are we now (status) and did we reach our goals?

While the CNA is recommended to be conducted once every three to five years and revisited annually, we complete annually with updates made throughout the year as new data is made available.

The Academy employs a Balanced Assessment System with the following components:

- Locally administered and scored classroom-based assessments providing formative and summative assessment data. The goal of formative assessments is to monitor students' progress, provide ongoing actionable feedback, and inform instruction. The goal of summative assessments is to evaluate students' performance at the end of an instructional unit.
- An externally developed assessment intended to provide information on student
 progress for school improvement purposes and measure students' growth between the
 fall and the spring of a school year NWEA for grades K-8, and PSAT/SAT for grades 9-11.
- A large scale assessment administered once a year that provides an annual summary of student status: M-STEP for grades 3-8, and grade 11.



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ASSESSMENTS AT A GLANCE

NWEA	PSAT 8-9	PSAT-	PSAT	SAT	ACT	M-STEP	WIDA	Fountas &
		NMSQT	10		WorkKeys			Pinnell
Fall/	Fall/Spring	Fall	Spring	Spring	Spring	Spring	Screener in	Fall/
Spring	Grades 8-	Grades	Grade	Grade	Grade 11	Grades	Fall	Winter/
Grades K-	9	10- 11	10	11		3-8, 11	Testing in	Spring
8; Winter							the	Grades K-5
cycle is for							Winter-EL	
Tier II and				/ /			Students	
III students							Grades K-	
							12	

II) Classroom-Based Assessment Guidelines

- ✓ All courses are semester-based with progress reports provided every 4-6 weeks. Report cards are only issued at the end of each semester and in August (for students enrolled in summer school).
- ✓ Grades should be an accurate reflection of what students have learned and accomplished.
- Formative assessments: weighted 20% of students' grade. Daily formative assessment strategies that are used to CHECK FOR UNDERSTANDING cannot be graded. Formal assessable formative assessments that are completed by the INDIVIDUAL STUDENT include quizzes (multiple choice, short answer), summaries, reflections, homework, concept maps, short write-ups, minor labs, comprehension questions, daily mathematical problems/exercises, etc...



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✓ Summative assessments: weighted 80% of students' grade. These include end of unit exams, essays, research papers, lab reports, project/design write-ups, presentations, art portfolios, performances, mathematical investigations, etc.

✓ 2-3 formal formative assignments should be entered weekly to reflect students'

performance on the taught learning targets/objectives. Teachers can opt to enter a weekly homework grade.

SECTION F <u>APPLICATION AND ENROLLMENT OF STUDENTS</u>

Application and Enrollment Requirements

Universal Learning Academy

Enrollment Limits

The Academy will offer Pre-Kindergarten through twelfth grade. The maximum enrollment shall be 828 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Revised School Code states that public school academies 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.

- 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.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils or children of Academy Board members or Academy employees.
- 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.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Application and Enrollment Requirements

Universal Learning Academy

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- 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.
- 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.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

Legal Notice

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
 - A. The process and/or location(s) for requesting and submitting applications.
 - B. The beginning date and the ending date of the application period.
 - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- 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.

Application and Enrollment Requirements

Universal Learning Academy

Re-enrolling Students

- 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.
- If the Academy Board has a preference policy for siblings or children of employees and Academy Board members, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) or child(ren) of employees or Academy Board members seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
 - A. The number of students who have re-enrolled per grade or grouping level.
 - B. The number of siblings or children of employees and Academy Board members seeking admission for the upcoming academic year per grade.
 - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 - D. The number of spaces remaining, per grade, after enrollment of current students, siblings, and children of employees and Academy Board members.

Application and Enrollment Requirements

Universal Learning Academy

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:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral "third party" such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy 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.

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SECTION G SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the College Board.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

SECTION H AGE OR GRADE RANGE OF PUPILS

Age and Grade Range of Pupils

Universal Learning Academy

The Academy will enroll students in pre-kindergarten through twelfth grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the College Board.

Students of the Academy will be children who have reached the age of five (5) by September 1 of the current school year.