

November 1, 2019

Jill Thompson Michigan Department of Education 608 West Allegan Street P.O. Box 30008 Lansing, MI 48909

Dear Ms. Thompson:

Enclosed please find Contract Amendment No. 4 for Detroit Community Schools. If you have any questions, please contact me at (906) 248-8446.

Sincerely,

Mariah Wanic, Assistant Director

CONTRACT AMENDMENT NO. 4

BETWEEN

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS (AUTHORIZING BODY)

TO

DETROIT COMMUNITY SCHOOLS (PUBLIC SCHOOL ACADEMY)

CONTRACT AMENDMENT NO. 4

DETROIT COMMUNITY SCHOOLS

In accordance with Article IX of the Terms and Conditions, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS ("College Board") to DETROIT COMMUNITY SCHOOLS ("Academy") on July 1, 2014, ("Contract"), the parties agree to amend the Contract as follows:

- 1. Amend Contract Schedule 5: <u>Description of Staff Responsibilities</u>, by adding the First Amendment to the Independent Contractor Agreement attached as Exhibit A. The First Amendment is effective July 1, 2015.
- 2. Amend Contract Schedule 5: <u>Description of Staff Responsibilities</u>, by adding the Second Amendment to the Independent Contractor Agreement attached as Exhibit B. The Second Amendment is effective July 1, 2016.
- 3. Amend Contract Schedule 5: <u>Description of Staff Responsibilities</u>, by adding the Third Amendment to the Independent Contractor Agreement attached as Exhibit C. The Third Amendment is effective July 1, 2017.
- 4. Amend Contract Schedule 5: <u>Description of Staff Responsibilities</u>, by adding the Fourth Amendment to the Independent Contractor Agreement attached as Exhibit D. The Fourth Amendment is effective July 1, 2018.
- 5. Amend Contract Schedule 5: <u>Description of Staff Responsibilities</u>, by adding the Restated Independent Contractor Agreement attached as Exhibit E. The Restated Independent Contractor Agreement supersedes and replaces the Independent Contractor Agreement, as amended. The Restated Independent Contractor Agreement is effective December 1, 2018.
- 6. Amend Contract Schedule 5, <u>Description of Staff Responsibilities</u>, by removing the existing Job Descriptions and replacing them with the updated Job Descriptions, attached as Exhibit F. The updated Job Descriptions are effective December 1, 2018.

This amendment is hereby acknowledged by the College Board and the Academy through their authorized designees.

By: Michael C. Parish, President
Bay Mills Community College

Designee of the College Board

Many Bulanpu Dated: 3/5-/19
By: Nancy Berkompas, Conservator

Detroit Community Schools Academy Board Designee

2

Exhibit A

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

-between-

DETROIT COMMUNITY SCHOOLS

-and-

MM1, INC.

WHEREAS, Detroit Community Schools, a Michigan public school academy, MM1, Inc., a Michigan corporation, and Midwest Management Group, Inc, a Michigan corporation (the "Parties"), have entered into a certain Independent Contractor Agreement (the "Agreement"), whose terms and conditions are incorporated herein by reference,

WHEREAS, the Parties, each acknowledging the benefit to the continued services received by the Academy and provided by MM1, Inc., as well as the benefits conferred by and to Midwest Management Group, Inc. desire to amend the Agreement to provide for an additional term of one year from its expiration date of June 30, 2015.

NOW THEREFORE

Paragraph 4, Term, of the Agreement shall be amended to reflect an expiration date of June 30, 2016.

The following sections shall be added to and made part of the Agreement:

"Indemnification of Bay Mills Community College. The parties acknowledge and agree that Bay Mills Community College, it's Board of Trustees, and its members, officers, employees, agents or representatives (collectively "College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, MM1 hereby promises to indemnify, defend and hold harmless the College from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the College, 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 approval of the Detroit Community Schools application, the College Board's consideration of or issuance of a Contract, MM1's preparation for or operation of the Academy, or which are incurred as a result of the reliance by the College upon information supplied by MM1, or which arise out of MM1's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the College may commence legal action against MM1 to enforce its rights as set forth in this section of the Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Bay Mills Community College Board of Trustees is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties."

"Compliance with Academy's Contract. MM1 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 Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

All other terms and conditions shall remain as if restated fully herein.

WHEREFORE, the parties have duly executed this Amendment on		
	By:	
	Its: Authorized Signer	
	MM1, INC.	
	Signature: Soff hununghan	
	Name: Rayh Cunningh wan	
	MIDWEST MANAGEMENT GROUP, INC.	
	(as to Paragraphs 9, 18 and 22 of the Agreement and as to this Amendment to the Agreement)	
	Signature: Rulph Suldungham	
	Name: & A/Ab (44/1/1/0/1000)	

Exhibit B

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

-between-

DETROIT COMMUNITY SCHOOLS

-and-

MM1, INC.

WHEREAS, Detroit Community Schools, a Michigan public school academy, MM1, Inc., a Michigan corporation, and Midwest Management Group, Inc, a Michigan corporation (the "Parties"), have entered into a certain Independent Contractor Agreement (the "Agreement"), whose terms and conditions are incorporated herein by reference,

WHEREAS, the Parties, each acknowledging the benefit to the continued services received by the Academy and provided by MM1, Inc., as well as the benefits conferred by and to Midwest Management Group, Inc. desire to amend the Agreement extension, to provide for an additional term of one year, from the extension expiration date of June 30, 2016.

NOW THEREFORE

Paragraph 4, Term, of the Agreement shall be amended to reflect an expiration date of June 30, 2017.

The following sections shall be added to and made part of the Agreement:

"Indemnification of Bay Mills Community College. The parties acknowledge and agree that Bay Mills Community College, it's Board of Trustees, and its members, officers, employees, agents or representatives (collectively "College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, MM1 hereby promises to indemnify. defend and hold harmless the College from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the College, 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 approval of the Detroit Community Schools application, the College Board's consideration of or issuance of a Contract. MM1's preparation for or operation of the Academy, or which are incurred as a result of the reliance by the College upon information supplied by MM1, or which arise out of MM1's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the College may commence legal action against MM1 to enforce its rights as set forth in this section of the Agreement."

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ly executed this Agreement on June 30, 2016.
DETROIT COMMUNITY SCHOOLS
By: Maron Thail
Its: Authorized Signer
MM1, INC.
Signature: A Signa
Name: ACP h CUNUNC G wm.
A STRATEGIE AND A CIENTER CONCERN TALO
MIDWEST MANAGEMENT GROUP, INC. (as to Paragraphs 9, 18 and 22 of the Agreement and as to this Amendment to the Agreement)
Signature: Defle Sually filled
Name: XACPL CUNVING ham

Exhibit C

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

-between-

DETROIT COMMUNITY SCHOOLS

-and-

MM1, INC.

WHEREAS, Detroit Community Schools, a Michigan public school academy, MM1, Inc., a Michigan corporation, and Midwest Management Group, Inc, a Michigan corporation (the "Parties"), have entered into a certain Independent Contractor Agreement (the "Agreement"), whose terms and conditions are incorporated herein by reference.

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"Revocation or Termination of Contract. If the Academy's Contract issued by the Bay Mills Community College Board of Trustees is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties."

I. <u>Compliance with Academy's Contract.</u> MM1 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 Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

All other terms and conditions shall remain as if restated fully herein.

WHEREFORE, the parties have duly executed this Agreement on June 30, 2017.

DETROIT	COMN	MINITY	SCHOOLS
	C C I Y E I Y		DULLUULU

By: Augustio Arref, cho

Its: Authorized Signer

MM1, INC.

Cianatura

Name:

MIDWEST MANAGEMENT GROUP, INC.

(as to Paragraphs 9, 18 and #2 of the Agreement and as to this Amendment to the Agreement)

Signature

Name:

Exhibit D

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

-between-

DETROIT COMMUNITY SCHOOLS

-and-

MM1, INC.

WHEREAS, Detroit Community Schools, a Michigan public school academy, MM1, Inc., a Michigan corporation, and Midwest Management Group, Inc, a Michigan corporation (the "Parties"), have entered into a certain Independent Contractor Agreement (the "Agreement"), whose terms and conditions are incorporated herein by reference,

WHEREAS, the Parties, each acknowledging the benefit to the continued services received by the Academy and provided by MM1, Inc., as well as the benefits conferred by and to Midwest Management Group, Inc. desire to amend the Agreement extension, to provide for an additional term of one year, from the extension expiration date of June 30, 2018.

NOW THEREFORE

Paragraph 4, Term, of the Agreement shall be amended to reflect an expiration date of June 30, 2019.

The following sections shall be added to and made part of the Agreement:

"Indemnification of Bay Mills Community College. The parties acknowledge and agree that Bay Mills Community College, it's Board of Trustees, and its members, officers, employees, agents or representatives (collectively "College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, MM1 hereby promises to indemnify, defend and hold harmless the College from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the College, 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 approval of the Detroit Community Schools application, the College Board's consideration of or issuance of a Contract, MMI's preparation for or operation of the Academy, or which are incurred as a result of the reliance by the College upon information supplied by MMI, or which arise out of MMI's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the College may commence legal action against MM1 to enforce its rights as set forth in this section of the Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Bay Mills Community College Board of Trustees is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties."

I. <u>Compliance with Academy's Contract.</u> MM1 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 Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

All other terms and conditions shall remain as if restated fully herein.

WHEREFORE, the parties have duly executed this Agreement on June 30, 2018.

DETROIT COMMUNITY SCHOOLS
By: Havey Berkomp
Its: Authorized Signer
MM1, INC.
Signature: Jayh Lunnyaham
Signature: Talph Lunangham Name: Rolph Cundalgham
MIDWEST MANAGEMENT GROUP, INC. (as to Paragraphs 9, 18 and 22 of the Agreement and as to this Amendment to the Agreement). Signature:
Name: KALPh CUNNINGHAM
/

Exhibit E

RESTATED INDEPENDENT CONTRACTOR AGREEMENT

THIS RESTATED INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is effective as of December 1, 2018, by and between Detroit Community Schools, a Michigan Public School Academy with a campus located at Detroit 12675 Burt Road, Detroit, Michigan, 48223 (the "Academy"), and MM1, Inc. ("MM1"), whose address is 3170 Old Farm Lane, Commerce Twp., Michigan 48390.

WHEREAS, the Academy is a Michigan Public School Academy; and

WHEREAS, on July 1, 2014, the Academy and MM1 entered into a certain Independent Contractor Agreement (the "Original Agreement");

WHEREAS, on June 30, 2018, the Academy and MM1 executed an amendment to the Original Agreement to provide for an additional term of one year, from the extension expiration date of June 30, 2018; and

WHEREAS, the Academy and MM1, each acknowledging the benefit to the services received by the Academy and provided by MM1, desire to enter into this Agreement and restate their understanding with respect to the relationship between them, the scope of their relationship and the limitations on the relationship between the parties.

THEREFORE, in consideration of the promises contained in this Agreement and for other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

- 1. <u>Engagement</u>. The Academy hereby engages MM1 and MM1 accepts such engagement to serve as an independent contractor to provide the services set forth in this Agreement for the consideration and upon the terms and conditions set forth in this Agreement.
- Relationship. The relationship between the Academy and MM1 shall be that of 2. independent contracting parties, and neither party shall be an agent of the other. No provision of this Agreement shall interfere with the Board's exercise of its statutory, contractual and fiduciary responsibilities to governing the operations of the Academy. No provision of this Agreement shall prohibit the 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. MM1 shall be self-directed in its activities (provided MM1 shall abide by the Academy Board of Directors' ("Board") direction and the terms of this Agreement). MM1 shall determine its own methods and manner for performing the services to be performed under this Agreement within the overall policies and budgets established by the Academy, as the same may be amended by the Academy from time to time. MM1 shall remain solely responsible for determining the means and methods of performing services under this Agreement. MM1 shall at no time represent itself to be an employee, servant, or agent of the Academy. MM1 agrees to contract to the Academy and the Academy agrees to contract from MM1, the Worksite Employees in accordance with the terms and conditions set forth in this Agreement. "Worksite Employees" means all persons employed, contracted or assigned to fulfill the Academy worksite job positions set forth in Schedule 5 of the

Contract dated July 1, 2014 issued by the Bay Mills Community College Board of Regents to Detroit Community Schools, as amended (the "Charter Agreement"). Worksite Employees provided to the Academy by MM1 shall be and remain employees of MM1 during the term of this Agreement and shall be directly accountable to MM1. Worksite Employees provided to the Academy by MM1 shall not be considered to be employees of the Academy for any purpose. MM1 and its Worksite Employees shall be considered agents for the Academy solely for purposes of compliance with the Family Educational Rights and Privacy Act, as amended. The Academy agrees to define "school official" in the Academy's annual notification of rights under 20 U.S.C. § 1232g, 34 C.F.R. § 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 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

3. <u>Academy Board Due Diligence</u>. Prior to executing this Agreement, the Board acknowledges and agrees that it has performed sufficient due diligence to establish that MM1 and its key personnel have the appropriate financial resources, educational background, and managerial experience to provide the contracted services, and has obtained sufficient information to conclude that this Agreement is in the best financial and educational interest of the Academy.

The Board acknowledges and agrees that the Board members, Academy employees (if any), and their respective spouses and immediate family members do not have any direct or indirect ownership, employment, contractual or management interest in MM1, and further acknowledge and agree that the relationship between the Academy and MM1 shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Charter Agreement.

4. Taxes, Workers' Compensation Insurance and Other Expenses.

a) MM1 shall be solely responsible for paying all of its own taxes, including Federal and State Income Taxes, FICA, FUTA, Workers' Compensation, Unemployment and Single Business taxes to the extent that any or all of the foregoing are applicable. MM1 shall defend, indemnify and hold harmless the Academy from and against any losses, assessments, taxes, costs, penalties, interest, premiums and attorneys' fees incurred by the Academy (a) related to any failure by MM1 and/or its Worksite Employees to pay federal, state or local income, social security, worker's compensation, unemployment compensation or other taxes or premiums (including estimated tax payments) and/or file returns in connection therewith, and/or (b) due to the determination by the federal, state or local government to classify one or more of MM1's Worksite Employees as an employee of the Academy. Should such classification occur, the Academy shall have the option, but shall not be required, to pay any resulting tax and/or premium obligations and offset such payments against amount coming due and owing to MM1 under this Agreement. MM1 shall acquire, as required by law, workers' compensation insurance for itself, its Worksite Employees or agents and shall defend, indemnify and hold harmless the Academy from and against any claim for workers' compensation brought by or on account of MM1 or by any of its employees and/or agents. MM1 agrees it will make all payments for benefits, salaries, workers' compensation, unemployment compensation and liability insurance for its Worksite Employees subject to the Academy's payment obligations set forth in paragraph 13 of this Agreement.

- b) MM1 or its Worksite Employees shall not be entitled to participate in any of the Academy's retirement programs or fringe benefits and, unless otherwise agreed to by the Academy, MM1 Worksite Employees shall be required to pay for their own professional dues, seminars, convention costs and any other business related expense.
- 5. Annual Budget; Presentation of Budget Revenues and Expenditures. The Board or the Board's designee shall be responsible for preparation of a proposed annual budget and for proposing, the budget reserve amount included as part of the Academy's annual budget. The Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount. On or before July 1st of each year, the Board shall approve an annual budget and budget reserve amount that complies with the Charter Agreement and applicable law.

The Board's designee shall present to the Board, on a frequency established by the Board, a detail of Board approved budget to actual revenues and expenditures with an explanation of variances. The Board's designee shall also present to the Board, on a frequency determined by the Board, a detailed schedule of expenditures at object level detail for review and approval by the Board. The foregoing presentations shall be in a form and format acceptable to the Board and must be provided to all Board members no less than three (3) working days prior to the Board meeting at which the information will be considered.

- 6. Term. The term of this Agreement shall commence on December 1, 2018 (the "Effective Date") and shall continue for the remainder of the 2018-2019 school year, ending on June 30, 2019, unless sooner terminated as provided for in this Agreement. If the Charter Agreement is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of this Charter Agreement, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Charter Agreement is suspended, revoked or terminated or expires without further action of the parties, provided that any and all monies, fees or payments owing to MM1 shall be paid by the Academy.
- 7. <u>Duties of MM1</u>. During the term of this Agreement, MM1 shall be responsible to provide the services as set forth in <u>Exhibit 1</u> entitled "Services Provided For Detroit Community Schools" attached hereto and incorporated herein by reference. MM1 may not assign all or any part of these duties hereunder to any other person without the advance written consent of the Board.

8. <u>Working Facilities</u>. MM1 may utilize the premises and facilities of the Academy in rendering services pursuant to this Agreement, including existing Academy infrastructure, such as office space, internal mail service, copiers, computers, Internet access and email addresses. The Academy shall, upon request by MM1, make available a reasonable accommodation to any Worksite Employee entitled to such under the American with Disabilities Act, as amended, ADAA of 2008, the Federal Rehabilitation Act or any comparable law. The Academy will bear the cost of providing the reasonable accommodation to any Worksite Employee entitled to such. The Academy shall also bear the cost of providing a workplace that is in compliance with any requirements of the ADAA of 2008, the Federal Rehabilitation Act or similar Federal, State or local law.

The Academy will provide MM1 employees with legally-mandated written safety policies and procedures specific to public schools for assigned areas; including but not limited to tornadoes, hazardous materials, blood borne pathogens, and power failures. Mandated protections including but not limited to uniforms, gloves, immunizations or equipment shall be provided, where needed, by the Academy.

- 9. Records. All records and related documents received or prepared by MM1 or otherwise created in connection with the rendering of services at the Academy's offices shall be prepared in accordance with practices and procedures adopted by the Academy. Any correspondence or other record prepared by MM1 and which is to be sent to any Worksite Employee working at or assign to the Academy shall be forwarded to the MM1 HR liaison prior to being sent to the Worksite Employee to determine whether any Academy Worksite rules may or may not be implicated in said correspondence. Except as otherwise provided with respect to criminal background and records checks, all records shall be maintained in secured files on the premises of the Academy. All employment records shall be the property of MM1, but all finance and other records of MM1 related to the Academy shall be made available to the Academy and the Academy's independent auditors upon request. MM1 shall make any and all reports with regard to its employees required by applicable law and shall assist the Academy in timely complying with any and all compliance and reporting obligations the Academy may have to the Michigan and United States Departments of Education, Bay Mills Community College Board of Regents ("Authorizing Board"), or as otherwise mandated by applicable law.
- 10. <u>Proprietary Rights</u>. The Academy and MM1 acknowledge and agree that the Academy shall own all proprietary rights to curriculum or educational materials that are (i) both directly developed and paid for by the Academy, or (ii) were developed by MM1 for the specific purpose of developing such curriculum or materials. The Academy and MM1 further acknowledge and agree that MM1's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.
- 11. <u>Purchases</u>. MM1 shall make no purchases of personal property for the Academy, nor shall it engage in procurement of same. If, however, MM1 procures equipment, materials and supplies at the request of or on behalf of the Academy, such purchases shall be owned by the Academy and MM1 shall not include any added fees or charges with the cost of equipment, materials, and supplies purchases from third parties.

12. Confidential Information and Records.

- a) Except as required in its duties to the Academy, or as required by law or regulation, MM1 agrees that it will never, during the term of this Agreement, or at any time subsequent to termination of this Agreement, directly or indirectly use or disclose any Confidential Information of the Academy without the written consent of the Academy. Confidential Information shall be defined as information protected by law, such as the Family Educational Rights and Privacy Act or as designated by the Academy exempt from disclosure pursuant to the Freedom of Information Act.
- b) All records, forms and supplies or any reproduced copies provided and furnished by the Academy to MM1, its employees or agents or obtained by MM1, its employees or agents during the course of rendering services to the Academy shall always remain the property of the Academy and shall be returned to the Academy on demand, or upon termination of this Agreement.
- c) MM1 hereby acknowledges that it shall assist the Academy in properly complying with requests made pursuant to the Michigan or Federal Freedom of Information Acts.
- d) MM1, immediately upon receipt thereof, shall provide Academy with copies of any written correspondence from Worksite Employees assigned to or working at the Academy which appear to be made in the nature of a complaint and which relate to any Worksite rules established by the Academy (versus MM1), such as facility rules so that the Academy may address the concerns to the extent the concerns involve worksite rules established by the Academy.
- 13. Compensation & Reimbursement to MM1. During the term of this Agreement, MM1 shall be paid fees and compensation in accordance with Schedule A, shall employ individuals with at least the certifications and qualification required by applicable law, and shall provide pay and benefits to its employees in accord with their agreement with MM1 through its designated representative in amounts and levels no greater than agreed in writing and, as to reimbursements and fees (Schedule B) and insurance benefits (Schedule C) respectively, which amounts shall not, under any circumstance, exceed the Board's annual budget, subject to increases by insurance carriers and benefit providers during the term of this Agreement.

At the option of the Academy, payment shall be processed by wire transfer or by Automated Clearing House debit. Payments for payroll, benefits and all fees are due no later than three (3) business days before the payroll check date ("Due Date"). The Academy shall pay to MM1 all Academy approved costs incurred by MM1 in connection with Worksite Employees, including but not limited to: all payroll, all applicable Federal, State and local taxes, all premium contributions in connection with employee benefits as set forth in Schedule C, and all workers' disability compensation premiums, insurance premiums, and unemployment compensation charges from the date services begin hereunder. All federal or state tax credits, savings or

deductions (including but not limited to Internal Revenue Code Section 125) are the property of MM1 as the employer of record, with the exception of unvested funds held by contractors who receive those funds as a consequence of 401K and other retirement programs to the extent those funds were paid by Academy. Tax liability and workers' compensation rates are set forth in Schedule A. Any required adjustment to Federal, State or local taxes or insurance premiums applicable to this Agreement or change in status of the Worksite Employee shall be effective on the date of such adjustment or change. MM1 shall at all times remain responsible for payment of such benefits, taxes, contributions, premiums and payrolls, it being understood by the parties, however, that the ability of MM1 to comply with this requirement is contingent upon timely receipt of payments and fees due hereunder.

MM1, through its onsite supervisor, will verify all time submissions of Worksite Employees. If the Academy believes that there is an error in a Worksite Employee's time or payment, the Academy will communicate and provide written proof of the error. Until corrected, the Academy will not deduct any amount from payment of its current invoice as a credit or setoff. Errors, upon verification, shall be corrected by an adjustment on the next invoice. All 10 month Worksite Employees, as listed by the Academy, shall be paid from mid-September to the close of school, in mid-June. All 12 month regular Worksite Employees shall be paid their salary spread over 12 months.

Work Environment. The Academy shall reasonably cooperate with MM1's input with regard to compliance with all applicable health and safety laws, regulations, ordinances, directives, and rules of controlling Federal, State and local government. MM1 as onsite supervisor, the HR Director or his/her designee will immediately report all employee accidents and injuries to MM1 within twenty-four (24) hours after he/she becomes aware of the incident. MM1 shall be solely responsible for compliance with all Federal laws related to the Immigration Reform and Control Act of 1986, as amended, including but not limited to, the screening of potential employees for verification of employment and filing for I-9 or its successor form. MM1 shall notify the Academy of any request for leave made by an employee by providing copies thereof to the Academy, immediately upon receipt of any request from an employee who is located at Academy's worksite. This notice shall be made to Academy prior to MM1 granting or denying said request and shall include the substance of the request and MM1's position relative to the request. Said notice to the Academy shall be labeled "urgent" by MM1 to insure immediate response from the Academy. Academy shall notify MM1 within 48 hours or receipt of the documentation of the employee's request, of facts of which the Academy may be aware. The Academy shall provide copies of documents to MM1 where those documents involve the employees provided to the Academy by MM1.

The Academy and MM1 shall mutually develop procedures that provide for the use of all personal protective equipment, as required by Federal, State or local law, regulation, ordinance, directive, or rule. MM1, MM1's workers' compensation carrier and MM1's liability insurance carrier shall have the right to inspect the Academy's place of business at all times to ensure compliance with this Section and with the terms of this Agreement. MM1, through its onsite supervisor, shall be responsible for providing records of hours worked by its employees. The Academy will reimburse MM1 on a limited basis for overtime of MM1's employees, provided that MM1 communicated and obtained Board approval prior to the proposed overtime.

15. Representations and Warranties. The Academy has the authority under the Revised School Code and other applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement such that the Academy's execution, delivery and performance of this Agreement does not violate any terms or provisions of any separate contract, applicable laws or other policies.

MM1 is a Michigan corporation in good standing and is authorized to conduct business in the State of Michigan. MM1 has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. MM1 is not in breach or default under any loan or financial obligations, including, but not limited to salary obligations and related benefits, payroll taxes, and leases for real and personal property.

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

- any other personnel performing functions on behalf of the Academy who are provided to the Academy by MM1 shall be employees of MM1. As of the date of this Agreement, the Academy is not required, by applicable law, to provide tenure to its certificated teachers. MM1 shall not engage in a practice that abrogates this protection. Employment records of MM1 employees shall be made available to the Academy or the Academy's independent auditors upon request for purposes of auditing such records for compliance with applicable law and for other purposes as required by the Academy.
 - a) <u>Background Investigations on MM1 Employees and Worksite Employees.</u> As part of its services under this Agreement, MM1 will, to the extent permitted by applicable law, be responsible for arranging for criminal background and conduct checks on its employees assigned to the Academy to ensure that the Academy fulfills its responsibilities to: a) conduct criminal background and record checks required by Applicable Law; and, b) maintain evidence that it has performed such actions.

Pursuant to the requirements of Sections 1230 and 1230a of the Code, the Academy shall perform a criminal history check through the Michigan State Police ("MSP"), as well as a criminal records check through the Federal Bureau of Investigation ("FBI"), with regard to all persons assigned by MM1 under this Agreement who regularly and continuously work in any of the Academy's facilities or at any other sites where the Academy delivers educational programs and services. The Board has designated a MM1 employee as the Academy's local agency security officer ("LASO") and has granted the designated LASO access to the MSP's Criminal History Record Internet Subscription Service ("CHRISS") process so that the LASO can view criminal history record information ("CHRI") results on persons assigned by MM1 under this Agreement who regularly and continuously work in any of the Academy's facilities or any other sites where the

Academy delivers educational programs and services. The LASO designated by the Academy shall be responsible for: (i) identifying who is accessing CHRI; (ii) identifying how the Academy is connected to CHRI; (iii) ensuring security measures are in place at the Academy to prevent the unauthorized access to CHRI; and (iv) support policy compliance and ensure the reporting of any CHRI incident to the MSP Information Security Officer ("ISO"). To the extent authorized by law to access CHRI through the CHRISS process, the LASO shall act in coordination with the designated Board member, to comply with Sections 1230 and 1230a and shall comply with security, training, and other applicable provisions of the FBI's Criminal Justice Information Services Security Policy pertaining to the Academy, as a noncriminal justice agencies ("NCJA"). For purposes of this subsection, "security" includes: (a) maintaining CHRI in a physically secure location at the Academy (or encrypted if stored electronically) accessible only by authorized and trained individuals; and (b) maintaining a log of any dissemination of CHRI for an allowed purpose. For purposes of anticipated audit(s) by the MSP Criminal Justice Information Center and/or the FBI, the designated Board member, with assistance from the LASO, shall securely maintain the following for each individual employed or assigned by MM1 for whom the Academy is required to perform a criminal background check: (i) Position Description (or at least the title of the position as identified on the "Affidavit for Assignment"); (ii) Affidavit for Assignment (a/k/a MSP-approved Red Light/Green Light letter); (iii) Live Scan Finger Print Consent Form; and (iv) Dissemination Log (if any authorized dissemination of CHRI has occurred).

MM1 agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in the Academy's facilities or other sites where the Academy delivers educational programs and services if such person has been convicted of any of the following offenses:

- (1) Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- (2) Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised Academy Code, MCL 380.1535a; 380.1539b; or
- (3) Any felony. Provided, that with prior written approval of the Board, an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Agreement at the Academy facilities or other sites where the Academy delivers educational programs and services may be permitted to perform such services when, in the judgment of the Board, that individual's presence will not pose a danger to the safety or security of the Academy students or employees; or
- (4) Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Code.

- (5) Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or
- (6) Any other offense that would, in the judgment of the Academy, create a potential risk to the safety and security of students serviced by the Academy or employees (if any) of the Academy.

The Academy reserves the right to refuse MM1's assignment of any individual, agent or employee of MM1 to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the Board's judgment, unfitness to perform services under this Agreement.

- b) <u>Unprofessional Conduct Checks</u>. Before hiring or engaging an applicant for assignment at the Academy under this Agreement, MM1 shall conduct an Unprofessional Conduct Disclosure in a manner that mirrors the requirements of Section 1230b of the Code that would apply in the event the Academy were hiring the individual, MCL 380.1230b. MM1 further acknowledges and agrees that Worksite Employees or any other individuals set forth herein shall not be assigned to work at the Academy until the requirements of the applicable state and federal laws, rules and regulations have been satisfied.
- 17. <u>No Authority to Contract.</u> MM1 shall have no authority to commit the Academy to any contract or obligation, without the expressed prior written approval of the Board. No contract may be executed on behalf of the Academy by MM1.
- 18. Additional Warranties of MM1. MM1 represents and warrants to the Academy that MM1's agreement to perform its duties under this Agreement does not violate any agreement or obligation to which MM1 is bound; and the services provided by MM1 shall be performed in a professional manner and shall be of a high grade, nature and quality and shall be performed in a timely manner consistent with the terms and conditions of this Agreement.
- 19. Other Activities. MM1 shall remain free to engage in other independent contracting activities, provided, however, that MM1 shall at all times remain available to perform its services under this Agreement in a first-class manner and shall refrain from engaging in any activities which are inconsistent with, which interfere with, or which are in conflict with any of the terms of this Agreement or the business or operational interests of the Academy.
- 20. <u>Indemnification</u>. MM1 shall indemnify, defend and hold harmless the Academy and its respective officers, directors, agents and representatives from and against all taxes, penalties, fines, damages, sanctions, losses, assessments, liabilities, claims, demands, judgments, suits, or other forms of liability, costs, obligations and other expenses, including reasonable attorneys' fees, whether or not resulting from third party claims, arising out of any act, omission, negligence or misconduct of MM1 or any of its agents or employees and any breach or other default or noncompliance with any agreement, representation, warranty or covenant on the part of MM1, its agents or employees contained in this Agreement or the provision of any of the

services contained in or made pursuant to this Agreement. MM1 also agrees to defend, indemnify and hold harmless the Academy and its respective officers, directors, agents and representatives from any claims made by MM1's employees including, but not limited to charges of discrimination brought through the State Department of Labor, the Equal Employment Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with Federal and State wage and hour laws, wrongful termination, discrimination, denial of due process or other labor-related causes of actions resulting from employee discipline or termination. MM1 shall defend and indemnify the Academy, with counsel of the Academy's choosing, from employee and student claims of sexual harassment by MM1 or MM1 employees. The duty to defend includes the duty to pay actual attorney's fees incurred by the Academy in defending such claims, and the duty to indemnify includes the duty to pay any award imposed by any administrative agency or court, judgment or settlement. Further MM1 shall indemnify the Academy for any benefits premium attributable to an MM1 employee that employee is unable to pay.

To the extent permitted by law and without waiving any governmental immunities or privileges, the Academy hereby agrees to defend (with counsel reasonably acceptable to the Academy), indemnify and hold harmless MM1 and its respective officers, directors, administrators, employees, agents and representatives, from and against any and all liabilities, costs, causes of action, damages and expenses (including reasonable attorney's fees and costs of litigation) which MM1 may incur as a result of the grossly negligent acts or omissions or willful misconduct (including but not limited to claims of discrimination prohibited by law or sexual harassment) of the Academy or its directors, administrators, officers, employees, agents and representatives.

The parties acknowledge and agree that the Authorizing Board, Bay Mills Community College, and its members, officers, employees, agents or representatives (collectively "Authorizing Board") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless the Authorizing Board from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by the Authorizing Board, 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 Authorizing Board, which arise out of or are in any manner connected with the Authorizing Board's approval of the Academy's application, its consideration of or issuance of the Charter Agreement, the Board's or MM1's preparation for and operation of the Academy, or which are incurred as a result of the reliance by the Authorizing Board upon information supplied by the Board or MM1, or which arise out of the failure of the Board or MM1 to perform its obligations under the Charter Agreement or applicable law. The parties expressly acknowledge and agree that Authorizing Board and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

- 21. <u>Insurance</u>. The Academy will obtain and maintain insurance as required in the Charter Agreement, and will provide MM1 as an additional insured on its general liability insurance policy. MM1 shall maintain such policies of insurance as required by the Charter Agreement or applicable law. MM1 shall name the Academy as an additional insured on a separate general liability and umbrella insurance coverage in amounts and on such terms as the Authorizing Board may require, which amounts and terms are set forth in Schedule D. MM1 shall not modify its coverage hereunder without giving at least 30 days' notice to the Academy. Each party shall maintain such insurance as shall be necessary to indemnify the other as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Section and this Agreement.
- 22. <u>Right to Termination</u>. Notwithstanding anything herein contained, either party may terminate this Agreement, without cause, upon thirty (30) days advance written notice and such termination shall be effective as of June 30 of the then-current calendar school year. Either party may terminate the Agreement for Cause (as defined below), effective on a date designated by the Academy. For purposes of this Agreement, the term "Cause" shall mean:
 - a) the failure of MM1 to comply with any of the material terms of this Agreement after being given written notice of such failure by the Board President of the Academy or his designee and the failure to cure such condition within five (5) days after receipt of such notice;
 - b) the failure of MM1 to implement, adhere to, reasonable policies or directives of the Board of the Academy after being given written notice of such refusal by the Board or its designee and the failure to cure such condition within give (5) days after receipt of such notice;
 - c) the failure of MM1 to competently perform the duties imposed upon it pursuant to this Agreement, and the failure to cure such condition within five (5) days after receipt of such written notice from the Board or its designee of such failure;
 - d) with regard to MM1, the failure of the Academy to (a) make any monetary payment within thirty (30) days of written notice, or (b) comply with any material term of this Agreement after being given written notice of such failure by MM1 and the failure to cure such condition within thirty (30) days after receipt of such notice;
 - e) the failure of MM1 to pay all taxes as requires under the terms of this Agreement.

This Agreement shall terminate automatically without notice to the Academy if a petition in Bankruptcy Court is filed by or against the Academy, the Academy has been voluntarily or involuntarily adjudicated bankrupt by any Court of competent jurisdiction, or if a petition is filed for reorganization of the Academy, or if a receiver shall have been appointed for all or a substantial part of the Academy's business.

In the event of termination of this Agreement, any and all compensation that has accrued as of the effective date of such termination shall be paid to MM1 in accordance with the terms of this Agreement, but no additional compensation shall be due to MM1. Upon termination, MM1 shall notify its employees that their assignments with the Academy have been terminated, which unless otherwise designated by the Academy in a for Cause termination, shall be June 30th of the then-current calendar school year.

- 23. 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 State School Reform/Redesign Officer 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 Section 10.6 of the Charter Agreement 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 ore reconstitution, with no cost or penalty to the Academy, and MM1 shall have no recourse against the Academy or the Authorizing Board for implementing such site closure or reconstitution.
- 24. <u>Obligation Upon Termination</u>. Upon the termination of this Agreement by any party for any reason, MM1 shall immediately notify in writing the Worksite Employees that his/her employment relationship with MM1 has been terminated.
- 25. <u>Notices</u>. All notices and other communications shall be in writing and shall be effective upon receipt if hand delivered; shall be effective three (3) days after depositing in the U.S. mail; and shall be effective one (I) day after sending by a nationally recognized overnight delivery service to the addresses stated below, or to such other addresses as to which any party shall have previously notified the other parties in writing in conformity with this Section. For the purposes of this Section, the addresses of the parties shall be as follows.

For the Academy, to:

Academy Board President Detroit Community Schools 12675 Burt Road Detroit, MI 48223

with a copy to:

Peter H. Webster, Esq.
Dickinson Wright PLLC
Via email to PWebster@dickinsonwright.com

For MM1, to:

Ralph Cunningham MM1, Inc.

3170 Old Farm Lane Commerce Township, MI 48390

with a copy to:

David L. Steinberg, Esq. David L. Steinberg, P.C. 2777 Franklin Road, Ste. 2500 Southfield, MI 480235

- 26. Compliance with Charter Agreement. MM1 agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Charter Agreement. The provisions of the Charter Agreement shall supersede any competing or conflicting provisions contained in this Agreement.
- 27. Compliance with Section 503c. On an annual basis, MM1 agrees to provide the 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 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.
- 28. Compliance with Section 12.17 of the Charter Agreement. MM1 shall make information concerning the operations and management of the Academy, including without limitation the information described in Schedule 4 of the Charter Agreement, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Charter Agreement Terms and Conditions.
- 29. Academy's Chief Administrative Officer. The Academy's Chief Administrative Officer ("CAO"), as required under the Uniform Budget and Accounting Act, shall be a member of the Board. No Worksite Employee of MM1 or other MM1 officer or employee may be designated by the Board as the Academy's CAO. The CAO may, however, request assistance from MMI or Worksite Employees of MM1 in carrying out his or her duties.
- 30. Board Treasurer Duties; Academy Bank or Depository Account Signatories. No provision of this Agreement shall alter the Board Treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's bank or depository account as required by law. Only Board members approved by the Board may be designated as account signatories on any Academy bank or depository account. The Board shall not designate any Worksite Employee of MM1 or other MM1 officer or employee as an account signatories on any Academy bank or depository account. Interest income earned on Academy bank and depository accounts shall accrue to the Academy.

31. Miscellaneous.

- a) <u>Complete Agreement</u>. This Agreement constitutes the complete agreement among the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.
- b) Governing Law; Forum. This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. Each of the parties agrees that any injunctive relief or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan. Nothing in this Agreement shall be construed as a waiver by the Academy of its statutorily-provided governmental immunity.
- c) <u>Expenses</u>. Except as otherwise specifically provided herein, each of the parties hereto shall pay its respective counsel fees and other costs and. expenses incurred in connection with the performance of this Agreement.
- d) No Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, this Agreement is made solely for the benefit of the parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental authority or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.
- e) Arbitration. Except for the pursuit of injunctive or equitable relief as contemplated by this Agreement, any dispute, difference, or disagreement arising under or relating to this Agreement shall be referred to a single arbiter mutually agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter shall be selected in accordance with the Rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing Commercial Rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

All arbitration proceedings shall take place exclusively in the State of Michigan in the Southfield office of the AAA. Any final arbitration decision

- issued must be accompanied by a cause opinion which shall be made available to the Authorizing Board or the Bay Mills Community College Charter Schools Office ("BMCC CSO") upon request.
- f) No Waiver. The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.
- g) <u>Performance Evaluation of MM1</u>. The Board shall develop and implement an annual process for the review and evaluation of MM1's performance under this Agreement. The policies and procedures providing for such annual evaluation process shall be provided in writing to MM1. The Board shall communicate in writing to MM1 the results of such annual performance review.
- h) <u>Compliance with Charter Agreement</u>. The Academy and MM1 intend for this Agreement to comply with the Charter Agreement and the Educational Service Provider Policies issued by BMCC CSO. To the extent any provision of this Agreement is inconsistent with the Charter Agreement or Policies, such provision is invalid and the Charter Agreement and Policies shall govern.
- i) <u>Authorization</u>. MM1 has been duly authorized to execute and deliver this Agreement. MM1's execution and performance of this Agreement will not, to the best of its knowledge, with or without the giving for the passage of time or both, violate the provisions of any law; rule or regulation applicable to MM1.
- j) Government Investigations. MM1 has fully disclosed to the Academy all government investigations, lawsuits or other adversary proceeding involving MM1 for five (5) years preceding the execution of this Agreement
- k) <u>Disclosures</u>. MM1 shall make information concerning the operation and management of the Academy available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Charter Agreement, including but not limited to all exhibits and schedules.
- 1) <u>Compliance</u>. MM1 warrants that it is in compliance with all Federal, State and local laws respecting employment practices, terms and conditions of employment, wages and hours, and is not engaged in any discriminatory employment or unfair labor practice. There are no arrearages in the payment of wages, taxes or workers compensation assessment or penalties.
- m) Enrolling New Worksite Employees.

- i. Selection of Worksite Employees. MM1 shall engage new Worksite Employees only as set forth below. MMl shall employ and assign to the Academy all such qualified and certified classroom teachers, instructors and support staff that MM1 approves and deems necessary to accomplish the educational mission of the Academy, and as provided in the Academy's approved budget and as directed by the Board. Based upon recommendations by the Academy, MM1 shall make the formal selection of all Worksite Employees assigned to the Academy. MM1 shall comply with the Immigration Reform and Control Act.
- ii. <u>Hiring, Evaluating, Supervising, Disciplining and Firing.</u> MM1 shall have the complete and exclusive authority and control to hire, evaluate, supervise; discipline and fire any of its Worksite Employees, or other MMI employees assigned to work on behalf of the Academy. The Academy does not employ any employees, nor does the Academy or the Board have the right to hire, fire, evaluate, supervise, or discipline MM1 Worksite Employees or other MM1 employees.
- n) <u>Assignment/Amendment</u>. This Agreement may not be assigned by either party without prior written consent of the other party and prior notice to the Authorizing Board. None of the terms and provisions of this Agreement may be modified or amended except by an instrument in writing executed by each party. Any modification or assignment of this Agreement must be done in a manner consistent with the Educational Service Provider Policies issued by BMCC's Charter Schools Office.
- o) <u>Severability</u>. If any provision of this Agreement should be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected thereby and the provision deemed invalid, illegal, or unenforceable shall be construed and enforced to the greatest extent legally possible.
- p) Certain Prohibitive Conduct Regarding Personally Identifiable Information. Except as permitted under the Code, MM1 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. 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.
- q) <u>Certain Prohibitive Conduct Regarding Academy Student Records</u>. If MM1 receives information that is part of an Academy student's education records, MM1 shall not sell or otherwise provide the information to any other person except as permitted under the Code. The term "education records" shall have the same meaning as that terms in section 1136 of the Code, MCL 380.1136.

- r) Waiver of Subrogation. Each party releases and discharges the other party, and any officer, agent, employee or representative of such party, from any liability whatsoever arising from the loss, damage or injury, for any reason, for which insurance is carried by the insured party at the time of such loss, damage or injury, to the extent of any recovery by the insured party. Provided, however, this paragraph shall not apply if its application would invalidate insurance protection.
- s) <u>Mutual Cooperation</u>. The parties agree that, except where conflicts prevent it, they shall render to each other reasonable assistance and shall cooperate in good faith with each other to ensure the proper and adequate defense of any claim, action, suit or proceeding brought by a third party.
- t) <u>Confidentiality</u>. The parties agree to cooperate in such a manner as to preserve and uphold the confidentiality of all business records and the attorney-client and work-product privileges, subject to the Michigan Freedom of Information Act, and the disclosure provisions of the Code.
- u) Academy Conservator. During the term of this Agreement, in the event that a Conservator has been appointed for the Academy pursuant to the Charter Agreement, the term "Board" shall mean the person appointed and authorized to act as Conservator.
- v) <u>Section Headings</u>. The Section Headings of this Agreement are for the convenience of the parties only and in no way alter, modify, limit or restrict contractual obligations of the parties.
- w) <u>Forms</u>. The Academy may utilize forms provided by MM1 unless otherwise required by law or regulation.
- x) No Non-Competition Clause. MM1 may not require its employees or staff assigned to perform work at the Academy to sign a non-competition, no-hire, or similar provision prohibiting or restricting the Academy from hiring instructional staff that perform work at the Academy.
- y) <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts, which several counterparts shall be construed as one single agreement.
- z) Marketing and Development Costs. Any marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of MM1.
- aa) Other Agreements Between Parties. If the Academy intends to or enters into a lease, promissory note or other negotiable instrument, or enters into a lease-

purchase agreement or other financing relationship with MM1, then such agreements must be separately documented, separately approved by the Board, and are not a part of or incorporated into this Agreement. All such agreements must comply with the Chartering Agreement, as well as any applicable Authorizing Board or BMCC CSO policies.

WHEREFORE, the parties have duly executed this Agreement on the day and year first above written.

DETROIT COMMUNITY SCHOOLS
By:
Its:
MM1, INC.
Signature:
Name:

MM1, Inc. 3170 Old Farm Lane Commerce Twp., MI 48390

EXHIBIT 1

Scope of Services For Detroit Community Schools

Management Processes

New Hire Program

- Human Resources Information System (HRIS), with time and attendance system
- Pre-employment background checks as may be required
- Pre-employment attitude and skill testing
- Provide process to assure non-discrimination
- Provide compliant application and background authorization forms
- Prior employment and education verifications
- Offer optional "HUMANeX-ventures" interview process

Employee Handbook

- Prepare employee handbook
- Review handbook annually to ensure compliance with current state and federal employment laws
- Update handbook as needed
- Counsel on new or revised provisions to assure compliance.
- Draft employee notices

Performance Evaluation

- We provide the Charlotte Danielson "A Framework for Teaching" system.
- Unlimited manager coaching for all employee issues
- Identify areas for improvement
- Provide solutions
- Provide Employee Motivation systems

Employment Liability & Compliance

- Provide Employment Practices Liability Insurance coverage
- Provide up to date mandatory federal and state employment posters

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<u>Unemployment</u>

- Annual analysis of unemployment experience
- Provide training for increased employee performance and proper documentation
- Provide unlimited consultations with managers and administrative staff on employee performance issues
- Respond to all claims, protesting all but layoffs
- Provide representation at hearings
- Identify areas for improvement
- Provide solutions

Workers Compensation

- Provide Safety training material
- Assist on accident investigations
- Provide consultation on any safety hazards or issues
- Process all injury claims
- Manage injury claims with employee, Client, doctors, insurance company and attorneys to control costs and return employee to work quickly
- Provide OSHA 300 log and data annually
- Identify areas for improvement
- Provide solutions

Payroll Management

- Process, prepare, separate and ship employee payroll
- Collect, report and pay all employee taxes (Federal, FICA, Medicare, State and Local)
- File monthly and quarterly federal and state returns
- Process court orders. Collect and pay employee Friend of Court and garnishment payments
- Maintain all payroll records
- Maintain personnel files
- Process New Hire reporting required by the State
- Provide workers compensation insurance
- Provide State and Federal unemployment insurance
- Provide labor distribution reporting for accounting simplification.

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Benefits Management

Medical/Dental/Vision

- Prepare employee benefit packages
- Process enrollments/change/terminations with all insurance companies
- Audit employee deductions
- Audit insurance bills monthly for accuracy
- Allow employees to pay additional charges over time
- Handle employee questions and problems
- Maintain HIPAA compliance
- Maintain employee insurance records
- Evaluate insurance plan renewals
- Research new insurance alternatives
- Administer Cobra

401(k) Plan

- Maintain Plan Document and IRS Favorable Determination
- Coordinate and present 401(k) Informational and enrollment meetings
- Process enrollments/changes
- Deduct contributions from employees
- Wire contributions and documentation to Third Party Administration
- Provide Summary Plan Description
- Process employee loan requests
- Administer loan payments
- Process terminated employee distributions
- Assist new hires with rollover transactions
- Complete annual compliance testing
- Complete annual government reporting
- Provide annual independent audit of plan
- Handle employee questions and problems

Payroll Deduction IRA Program

Administer Regular and Roth IRA programs in parallel to 401(k)

MM1, Inc. 3170 Old Farm Lane Commerce Twp., MI 48390

Flexible Spending Plan

- Maintain Plan Document
- Conduct annual compliance audit
- Process enrollments
- Collect contributions from employees
- Maintain employee accounts
- Process and issue reimbursements

Client Flexible Spending Plan

- Process enrollments
- Interact with Company on employee/Client behalf
- Collect contributions from employees
- Remit contributions and documentation to Company
- Process and pay Company quarterly billings
- Track Client liability
- Check all terminating employees for Company participation to avoid Client liability for uncollected balances

Optional Benefits

- Provide employee opportunity to participate in AFLAC, Prepaid Legal Services and other supplementary benefits as may be available
- Administer Client Life insurance and Disability Plans. Review plans for compliance

Training Programs

- Blood borne Pathogens.
- Food Service Civil Rights Training.
- Sexual Harassment Prevention Training.
- Bullying Complete Program
- Student Confidentiality Training
- Diversity Awareness, Staff-to-Student

MM1, Inc. 3170 Old Farm Lane Commerce Twp., MI 48390

Other Duties Include

- Demonstrate clear, concise, correct communication both written and oral.
- Complete and Submit all assignments and tasks on time.
- Work in close coordination with Board of Directors.

ANNARBOR 59537-4 252450v2

SCHEDULE A

to Independent Contractor Agreement Effective June 1, 2018, amended December 1, 2018 Between MM1, Inc. and Detroit Community School Fees are based on gross wages.

Midwest School Services will invoice as follows:

2018/2019

ReimbursementsRatesMichigan Unemployment Tax6.81%Employer Portion Social Security (FICA)6.20%Employer Portion Medicare1.45%Federal Unemployment Tax0.80%

2018/2019

Reimbursements	Rates				
Code: 8868 Teachers	\$0.84				
Code: 8810 Clerical	\$0.48				
Code: 9015 Bldg. Maintenance	\$7.73				
Code: 9058 Food Service	\$1.65				
Code: 7380 Driver	\$7.98				

Fees

Admin Fee (based on gross wages)	3.00%

SCHEDULE B Detroit Community Schools Insurance Benefits 2018-2019

Medical Insurance:

Blue Care Network HMO

\$1,000/\$2,000 Deductible

\$15/\$50 Prescription Plan

Includes 24/24/24 vision coverage

Blue Cross Blue Shield PPO

\$1,000/\$2,000 Deductible

\$15/\$50 Prescription Plan

Dental Insurance:

Humana

Humana Dental PPO

Vision Insurance

Blue Vision 24/24/24

must be enrolled in BCN

Life Insurance

Humana

\$15,000 of coverage

Detroit Community Schools pays 80% of the cost of medical, dental and life insurance. Employees are responsible for 20 % premium and a portion of all dependent medical premiums.

Detroit Community Schools pay 80% of dental, vision and life insurance premium for both employees and dependents.

AMCBRIDE

CORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/30/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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Detroit, MI 48223				AUTHODIZED DEDDECCUTATIVE									

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Exhibit F

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

DESCRIPTION OF STAFF RESPONSIBILITIES

Superintendent	5-1
Project Manager/Coordinator	5-3
Business Manager	5-5
Director of Special Education	5-6
Human Resource Director	5-8
Director of Information Technology	5-10
Director of Student Services	5-12
Dean of Students	5-13
Director of Building and Grounds	5-15
K-8 Principal	5-17
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Special Education Teacher (Resource Room)	5-20
High School Science Teacher	5-21
High School Teacher	5-22
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ELA Coach	5-27
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Attendance Agent Liaison	5-48
Literacy/Reading Specialist	5-50
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Office Manager	5-54
Office Clerical	5-55
Director of Security	5-56
Security Officer	5-57
Custodian	5-58
Food Service Assistant	5-60

Job Title: Superintendent

Reports to: Academy Board of Directors

Job Summary

The Superintendent serves as the highest executive or administrator of the Academy and reports directly to the Academy Board of Directors ("Academy Board"). The Superintendent is responsible for ensuring that the Academy operates within budget and provides quality education in a safe environment. Subject to the approval of the Academy Board, the Superintendent drafts policies that govern the operation of all schools and the policies range from hiring teachers to disciplining students. Consistent with the Contract, the Superintendent sets goals for Academy, such as improving test scores or developing a new curriculum in a subject area. The Superintendent provides the administrative leadership to all school personnel in carrying out the goals and objectives of the Academy.

Duties and Responsibilities

- Conceptualizes the broad goals of the school systems, translates goals into plans, plans an organization structure capable of accomplishing the goals, assesses the degree to which Academy Board policies and practices are attained, and plans responses to assessed need.
- Creates the administrative procedures necessary for implementing personnel and fiscal policies
 consistent with the Contract, Academy Board policies, assessed needs, and applicable laws,
 rules, and regulations. Once developed, the Superintendent assures that administrative
 procedures are implemented appropriately.
- Assures that the Academy's goals are represented by the educational goals in a manner consistent with legal, fiscal, organizational, and community demands. This responsibility involves organizing and implementing an appropriate instructional program, evaluating the program, communicating support system needs to the Academy Board, maintaining appropriate working relationships with Academy Board, staff, and community, and complying with the various demands placed on the Academy.
- Assures that the Academy's goals are represented by infrastructure objectives pertaining to
 facilities, personnel, support services, and information management. The Superintendent
 assures that Academy Board's goals are translated into plans for the infrastructure, that plans
 are implemented, and information is collected, maintained, and communicated in an effective
 manner.
- Keeps the Academy Board informed of the condition of the Academy's educational system; assures effective communication between the Academy Board and the staff. Relays all communications by the Academy Board regarding personnel to the Academy's management company and management company employees and receives from school personnel any communications directed to Academy Board.
- Develops and recommends to the Academy Board objectives of the educational system; sees to the development of internal objectives which support those of the Academy Board.

- Sees to the development of specific administrative procedures and programs to implement the intent established by Academy Board policies, directives, and formal action.
- Maintains adequate records for the Academy, including a system of financial accounts, business and property records, personnel records, school population, and scholastic records.
- Sees to the execution of all decisions of the Academy Board.
- Is directly responsible for news releases and/or other items of public interest emanating from all employees working at the Academy which pertain to education matters, policies, procedures, school-related incidents or events. Consistent with Academy Board policy, approves media interviews of this nature with employees working at the Academy.
- Sees that appropriate in-service training is conducted. Summons employees of the Academy to attend such regular and occasional meetings as are necessary to carry out the educational programs of the Academy.
- Responsible for the appointment, discipline, or termination of employment of teaching and non-teaching personnel working at the Academy.
- Sees to the development throughout the Academy of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.
- Files or causes to be filed all reports, requests, and appropriations as required by various governmental bodies and/or Academy Board policies.

- Minimum of a Master's degree from an accredited college or university.
- Current Michigan School Administrative certification or obtain within current law.
- Experience in administration with a focus on restructuring, process improvement, and financial stability.
- Ability to serve as facilitator and leader of a large group.
- Knowledge of state and federal laws and regulations affecting the operations of the Academy.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Detroit Community Schools Job Description

Job Title: Project Manager/Coordinator

Reports to: Superintendent

Job Summary

A Project Manager/Coordinator ("Project Manager") is an individual who is in charge of ensuring that all the projects of the organization are executed efficiently and accurately. As directed by the Superintendent, the Project Manager manages all school personnel involved in the designated project. They are responsible for giving overall direction to the project. They also have to do coordination between the team members of the project and the Superintendent. Sometimes, the Project Manager has to implement new policies for projects. The Project Manager ensures that strategies and procedures are followed during the execution of a project. The Project Manager also has to meet the commitments and goals of the organization. The project budget is also an important aspect of a project, so the Project Manager has to ensure the project is completed within the specified budget. In order to execute a project, Project Manager has to assemble the project staff.

Duties and Responsibilities

- Leading the planning process of a project.
- Ensuring implementation of the project.
- Managing the budget of the project.
- Providing support to the members of the project team.
- Monitoring the progress of the project.
- Reporting on the progress of the project to the Superintendent.
- Evaluating the project and assessing the results.
- Assuring that the quality of the project is maintained.
- Developing the plans of a full scale project.
- Preparing and presenting reports in regards to progress of the project.
- Identifying the problems of the project and finding a solution to the problems.

Skills

- Needs to have critical thinking.
- Must have problem solving skills.
- Should have excellent planning skills.
- Needs to have the ability to take decisions quickly.
- Must be motivating and influential in nature.
- Must possess excellent leadership qualities.
- Excellent communication skills are a must.

- Bachelor's degree in business from an accredited college or university.
- Five years of project management experience.
- Experience in education, school administration, curriculum, or a related field.

- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: Business Manager Reports to: Superintendent

Job Summary

Under the direction of the Superintendent, the Business Manager has Academy-wide responsibility for managing the financial operations according the Academy policies and procedures and adhering to all state and federal legal requirements.

Duties and Responsibilities

- Organization, operation, and evaluation of the Academy's financial operations, including payroll, benefits, purchasing, accounts receivable, accounts payable, and general ledger accounting.
- Maintenance of the relationship between the Academy and its professional employment organization.
- Provision of direction and support to food services.
- Provision of direction and support to pupil accounting.
- Management of cash flow, investments, and borrowing.
- Annual budget development and long range financial planning.
- Administration of the Academy's budget control system.
- Budgeting, monitoring, and reporting of federal grants.
- Implementation and facilitation of the annual external financial audit.
- Preparation and distribution of annual and interim financial reports and accomplishment of all federal, state, ISD, and Bay Mills Community College ("BMCC") reporting requirements.
- Provision of any financial analysis requested by the Superintendent, the Academy Board, or BMCC for management purposes.
- Other duties and responsibilities commensurate with this position.

- Minimum Bachelor degree in business or accounting.
- Master's degree or CPA preferred.
- Holds or is eligible for a current Chief Financial Officer ("CFO") certificate or equivalent issues by Michigan School Business Officials.
- Five (5) years of successful professional experience in school business management, accounting, or related field.
- Demonstrated record of leadership and skills as a team member, team builder, and team facilitator interacting effectively with diverse groups of stakeholders.
- Demonstrated ability to communicate effectively orally and in writing.
- Proficient skills in Excel, Word, and Power Point.
- Experience in computerized K-12 accounting systems.
- Professional philosophy in accordance with the philosophy of Detroit Community Schools.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: Director of Special Education

Reports to: Superintendent

Job Summary

This position will provide leadership and direction in the development, implementation, coordination, and administration of the Academy's special education program, including coordination with curriculum and staff development, Section 504 services, Child Study, and supervising all special education staff working at the Academy.

Duties and Responsibilities

- Provide coordination, technical direction, and guidance in Academy programs and services, including staff and student assignments, as well as curriculum and instruction for special education students.
- Administer all special education services while providing educational leadership and program management within special education programs.
- Coordinate in-service for special education personnel, administration, and general educators regarding the education of handicapped children, health issues, and crisis intervention.
- Conduct observations, conferences, and provide support to staff, monitor implementation of pupils' Individualized Education Programs through classroom observations, attend Academy Individualized Education Program team meetings.
- Conduct teacher evaluations based on Charlotte Danielson's A Framework for Teaching.
- Work with the Superintendent to assure horizontal and vertical continuity and articulation of the Academy's special education program.
- Review all new tests for their appropriateness based upon psychometric characteristics (e.g., validity, reliability, standardization).
- Monitor programs and services on a regular basis to assure compliance with application law and administrative rules.
- Develop and facilitate Child Study process.
- May be assigned additional functions and responsibilities by the Superintendent.

- State of Michigan Director of Special Education Certificate or in process.
- Valid Michigan special education teaching certificate preferred.
- Master's degree or above with emphasis in special education or closely related field preferred.
- Minimum of three years successful teaching experience in special education.
- Previous administrative experience preferred.
- Demonstrated leadership in special education, curriculum development, supervision, evaluation, and public relations.
- Demonstrated knowledge of current instructional methodology for special education.
- High level of interpersonal skills to communicate verbally and in writing to wide variety of audiences.

- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: Human Resources Director

Reports to: Superintendent

Job Summary

The Human Resources Director's job is to implement HR programs and policies and to manage every aspect of school personnel development and relations. The main responsibility of the HR manager is to manage, recruiting and staffing, performance management, benefits and compensation, organizational development, school personnel counseling services, and training.

Duties and Responsibilities

- Developing a personnel oriented organization culture that emphasizes continuous improvement, teamwork, high performance, and quality.
- Ensuring organizational conformation with applicable HR-related regulations and statutes, as well as organizational procedures and policies.
- Implementing HR programs and policies as needed by the Academy.
- Identifying, evaluation, and resolving human relations, employee morale, work performance, and organizational productivity concerns.
- Ensuring that the job description for every school personnel position is up to date and accurate.
- Developing staffing strategies and implementing programs and plans.
- Identifying and cultivating effective and appropriate sources for employees for all job levels.
- Creating school personnel training and organizational development programs.
- Conducting performance reviews with personnel managers and monitoring school personnel attitudes, productivity, and performance outcome.
- Providing staff and directors with the essential reporting in order to help them in managing school personnel resources.
- Recruiting and retains top quality school personnel for each department and conducting interviews.
- Ensuring that every aspect of human resources incorporates the vision, values, and culture of the Academy.
- Managing the risk management work functions and assisting in developing health and safety programs for the volunteers and staff.
- Participating as a senior management team member in weekly meetings in order to develop and discuss organizational procedures and policies.

Skills and Specifications

- Ability to develop HR programs and policies based on new regulatory requirements.
- Ability to develop technical papers, policy papers, and to present technical information to senior management.
- Strong project management, time management, and leadership skills.
- Demonstrated proficiency with MS Word, Power Point, and Excel.
- Solid problem solving skills and business acumen.

- Able to manage multitask work in a strong paced environment.
- Ability to mentor and supervise staff.
- Ability to speak, write, and read the English language.
- Able to work alone on a broad variety of projects.
- Able to establish and maintain healthy working relationship with people in course of work.
- Willingness to work additional hours in order to meet tight deadline.

- Bachelor's degree in business or human resources from an accredited university or institution.
- Seven years of HR experience.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Director of Information Technology

Reports to: Superintendent

Job Summary

The Director of Information Technology shall be responsible to direct, manager, supervise, plan, and coordinate the activities and operations of the Information and Technology Service Department ("ITSD"), shall direct the implementation of the Wide Area Network and its interface with the Local Area Network, and provide leadership and guidance in the implementation of Academy-wide educational technology. Under the direction of the Superintendent, supervises the ITSD and works cooperatively with other members of the management team in the formulation and implementation of Academy policies.

Duties and Responsibilities

- Maintain communication and works in a collaborative manner with Academy administrators, principals, and directors to facilitate decision-making and problem solving in the areas of computer and technology services.
- Participates in development and implementation of departmental goals, objectives, policy priorities, standards, and procedures.
- Facilitates communication and coordination among instructional staff for the purpose of meeting curriculum guidelines and ensuring that state mandates are achieved.
- Directs and coordinates the development, implementation, modification, and evaluation of Academy technology plans.
- Assists schools with infrastructure design, acquisition, and development.
- Directs and coordinates staff development in technology.
- Develops bid specifications for computer/network hardware/peripherals for the purpose of implementing and maintaining services and/or programs.
- Schedules and chairs monthly Academy technology committee meetings and attend Academy technology meetings.
- Evaluates hardware and software to ensure suitability, compatibility, and economy prior to purchase.
- Coordinates the assessment of current and future technology requirements of the Academy.
- Develops and manages a budget for the purpose of ensuring efficient program operations and complying with established fiscal guidelines.
- Directs and helps maintain the Academy website.
- Plans, installs, configures, maintains, and updates network or application software, including operating systems, security, utilities, and file management.
- Works to set standards for technology use for students and instructional staff.
- Manages and implements technology grants and related budgets.
- Supervises the administrative technology staff.
- Designs and implements Academy-wide internet connections.
- Performs related duties as assigned.

Ability To

- Plan, organize, and coordinate technology resources.
- Develop and implement procedures to optimize system efficiency and performance.
- Design and implement LANs and WANs.
- Analyze problems and formulate logical conclusions.
- Communicate clearly and concisely, both orally and in writing.
- Establish working relationships with staff, parents, community, and agency representatives.
- Complete assignments promptly and accurately
- Work in a team environment.

- Bachelor's degree in computer science or related field. Master's degree preferred.
- Five years of directly-related experience, including overseeing technology implementation, system development, and computer/data processing training.
- Knowledge of local area and wide area network topologies, cross-platform solutions and cabling strategies, and data communications equipment in mainframe or miniframe environment.
- Knowledge of K-12 instructional practices, principles, and techniques of educational technology.
- Knowledge of computer hardware/software and peripheral equipment diagnosis and repair.
- Supervisory, training, and management skills.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Director of Student Services

Reports to: Superintendent

Job Summary

The Director of Student Services oversees the delivery of programs for primary and secondary Academy students. The Director creates, implements, and manages pupil support services groups. She/he performs duties in accordance with established federal, state, and Academy-level policies. The Director of Student Services manages a staff assigned to student services programs, not limited to, but including, Guidance Counselors, Dean of Students, Attendance Clerk, and clerical support.

Duties and Responsibilities

- Evaluate and modify events to prevent on-campus conflicts.
- Manage and monitor program expenditures to ensure funds are allocated accordingly.
- Encourage student participation in organizational events.
- Work closely with families to foster understanding of available school programs and services.
- Function as liaisons between students' school and home environments.
- Maintain case files and attendance reports, attend staff meetings, and participate in team conferences.
- Oversee the discipline process to ensure consistency in Academy's disciplinary policies and procedures.
- Make recommendations to Superintendent regarding student suspension and expulsion.

- Effectively communicate with students, parents, and various levels of management.
- Ability to simplify complex material into public information.
- Possess the skills necessary to efficiently resolve complaints and conflicts.
- Experience with interpreting federal and state regulatory information.
- Ability to interpret documents, generate memorandums, and correspond with parents and Academy.
- Master's degree from an accredited college or university.
- The focus preferably should be in education, school administration, curriculum, or a related field.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Dean of Students

Reports to: Director of Student Services

Job Summary

The Dean of Students ensures that the students receive all the facilities that they are entitled to and help in their academic, as well as personal, growth. A Dean of Students deals with promoting the performance of the students by holding discussions with teachers, management, students, and the families of students. The Dean of Students serves as a member of the administrative team to develop and implement the total school program.

Duties and Responsibilities

- Pre-class organization.
- Implement referral process.
- Enforce Student Code of Conduct, suspension, detention.
- Parent contact.
- Develop and monitor after-school detention program.
- Hallway monitoring.
- Lunchroom duty.
- Updating Power School.
- Assembly management.
- Planning and implementing the Academy's instructional program.
- The Dean assists in the development and establishing of the school goals and objectives for the Academy's instructional program.
- Handling disciplinary procedures.
- The Dean assists to define and disseminate information about Academy disciplinary policies and procedures to parents, students, staff, and community.
- The Dean promotes and maintains open communications and positive student attitudes.
- The Dean respects the dignity and worth of staff and students and complies with established lines of authority.
- The Dean assists in completion of records and reports and in the supervision and inventory of necessary supplies, textbooks, equipment, and materials.

Skill Requirements

- Active Listening giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Reading Comprehension understanding written sentences and paragraphs in work-related documents.

Physical and Mental Ability to Meet Teaching Responsibilities

• Demonstrates the physical and psychological capacity for the demands of the teaching assignment.

- Minimum of Associate's degree, 60 credit hours of college-approved credit, or successful
 passing of the Work Keys test to be high qualified according to Michigan Department of
 Education criteria.
- Experience of having worked as a high school teacher for at least three years.
- Ability to work well with students, staff, and parents.
- Ability to demonstrate mature judgment and moral and ethical behavior.
- Ability to project a positive outlook, manner, and appearance.
- Ability to communicate with students, parents, peers, and subordinates in clear, concise manner.
- Ability to problem solve, analyzing information, and evaluating results to choose the best solution.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: Director of Building and Grounds

Reports to: Superintendent

Job Summary

The Director of Building and Grounds maintains Academy buildings and grounds in top condition to ensure full and productive use of Academy facilities. Supervises and coordinates the activities of maintenance workers, grounds workers, and custodial services personnel. Carries out all duties required to create and maintain a pleasing environment. This may include the repair and maintenance of mechanical equipment, general repairs to the building including lighting, plumbing, furniture, etc. The Director of Building and Grounds also oversees external and internal landscaping.

Duties and Responsibilities

- Follows all safety standards and training guidelines throughout the performance of duty.
- Adhere to all Academy health and safety policies, including all precautions of the Bloodborne Pathogens Exposure Control Plan.
- Follow the directions of the Superintendent in accordance with assigned daily duties and the posted work schedule.
- Lock and unlock doors as instructed by the Superintendent.
- Keep building and grounds clean and have the ability to operate equipment, such as floor buffers, lift and empty trash cans, bend over to clean bathroom facilities, clean tables, work on a ladder for such tasks as changing light bulbs, and clean windows.
- Make minor repairs to the building.
- Arrange for the services of outside contractors as needed.
- Order and maintain suitable supplies, tools, and equipment for all Academy facilities and property.
- Report to administrator any needed minor repairs and/or safety concerns.
- Care for custodial equipment, including proper use, and check for maintenance and repair.
- Responsible for the cleanliness, maintenance, and repair of Academy's vehicles.
- Conduct detailed inspections of buildings and grounds and establish maintenance and repair schedule for Academy facilities.
- Plan and oversee all maintenance and repair work.
- Work involves medium to heavy lifting of boxes, reaching, pushing, pulling, carrying, stooping, kneeling, ladder climbing, maneuvering in confined spaces, prolonged standing and walking, work involves exposure to extreme temperatures, chemicals, and smells commonly associated with schools in general.

- High school education required.
- Certification in landscape; plumber's or electrician assistant preferred.
- Three years' work experience in the areas of building repairs and landscaping.

- Valid State of Michigan driver's license.
- Physical ability to kneel, crawl, bend, stoop, climb, push, pull, and lift heavy objects.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: K-8 Principal Reports to: Superintendent

Job Summary

Under the general direction of the Superintendent, this position will provide leadership and direction in the development, implementation, coordination, and administration of the Academy's K-8 program, including the coordination with curriculum, instruction and assessment, professional staff development, parent communications, building a positive school culture, and supervising all K-8 personnel for the Academy.

Duties and Responsibilities

- Provide coordination, technical direction, and guidance in Academy programs and services, including staff and student assignment, as well as curriculum and instruction for special education students.
- Administer all special education services while providing educational leadership and program management within special education programs.
- Coordinate in-service for special education personnel, administration, and general educators regarding the education of handicapped children, health issues, and crisis intervention.
- Conduct observations, conferences, and provide support to staff, monitor implementation of pupils' individualized education programs through classroom observations; attend Academy Individualized Education Program team meetings.
- Conduct teacher evaluations based on Common Core A Framework For Teaching.
- Work with the Superintendent to assure horizontal and vertical continuity and articulation of the Academy's special education program.
- Review all new tests for their appropriateness based upon psychometric characteristics (e.g., validity, reliability, and standardization).
- Monitor programs and services on a regular basis to assure compliance with current rules.
- Develop and facilitate Child Study process.
- May be assigned additional functions and responsibilities by the Superintendent.

- Master's degree in education leadership or related area.
- Five years of early childhood or elementary teaching experience.
- Current Michigan School Administrative certification or obtain within current law.
- School administrative experience preferred.
- Strong written and verbal communication skills.
- Successful use of student data to improve student learning.
- Working knowledge of the Shared Leadership Model.
- Good work ethic and high standards for work performance.
- Knowledge of school improvement processes best practices instruction and assessment.

- Ability to lead faculty, staff, and students through implementation of curricular and programmatic objectives.
- Ability to evaluate teacher performance and program effectiveness.
- Ability to coach elementary school teachers in implementing instructional strategies.
- Demonstrates an understanding of state and federal standards.
- Knowledgeable about special education rules and regulations.
- Knowledgeable about the role of support staff in the educational process.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: High School Principal

Reports to: Superintendent

Job Summary

The high school principal manages the entire academic operation of the Academy's high school. The high school principal provides instructional leadership within a building and manages academic programs in accordance with the overall mission of the Academy. The high school principal provides direction in the development, implementation, coordination, and administration of the Academy's high school program. The high school principal ensures that the instructional and support personnel receive quality professional development.

Duties and Responsibilities

- Works under the supervision of the Superintendent.
- Responsible for managing the operations of the school to continuously meet its goals and objectives.
- Establishes committees for school departments and organizes the student schedules.
- Oversees staff performance, supervises student behavior, and ensures that the academic programs are thriving.
- Develops school budgets and administers school-wide activities.
- Directs the curriculum to prepare students for graduation and provides the environment within the school that is aligned with the Academy's requirement for graduation.
- Implement and oversee academic programs that offer the students the foundation and guidance in particular course selections.
- Ensure that students abide by the school guidelines and student code of conduct.
- Interrelate with students, parents, teachers, and staff on continuous basis.
- Employed for full year, including summer months.
- Successful use of student data to improve student learning.

- Master's degree or doctoral degree in school administration or a related field.
- Current Michigan School Administrative certification or obtain within current law.
- Five (5) years of secondary teaching experience.
- Three (3) years of experience in an administrative position.
- Strong interpersonal and leadership skills.
- Ability to structure, implement, and manage a wide range of school and business projects.
- Visionary, with organizational and analytical skills.
- Ability to evaluate teacher performance and program effectiveness.
- Ability to coach secondary school teachers in implementing instructional strategies.
- Demonstrate an understanding of state and federal standards.
- Knowledgeable about special education rules and regulations.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Special Education Teacher (Resource Room)

Reports to: Principal

Job Summary

Special education teachers are responsible for teaching the students in classes from primary to higher secondary level that have learning disabilities, physical, mental, or emotional impairments. They work under Individualized Education Plans, which outlines the necessary supports, accommodations, and destinations for the children. These destinations can comprehend both pedantic and behavioral interests. Special education teachers are responsible for holding meetings with the parents/caretakers, informing them about the necessary characteristics of the children.

Duties and Responsibilities

- Maintain accurate, complete student records and prepare reports on children and activities as required by laws, Academy policies, and administrative regulations.
- Teach socially acceptable behavior, employing techniques such as behavior modification and positive reinforcement.
- Prepare materials and classrooms for class activities.
- Establish and enforce rules for behavior and policies and procedures to maintain order among students.
- Meet with parents and guardians to discuss their children's progress and to determine their priorities for their children and their resource needs.
- Observe and evaluate students' performance, behavior, social development, and physical health.
- Employ special educational strategies and techniques during instruction to improve the development of sensory and perceptual motor skills, language, cognition, and memory.
- Teach personal development skills such as goal setting, independence, and self-advocacy.

- Bachelor's degree in special education.
- Valid Michigan special education teaching certificate.
- Ability to relate positively with students, teachers, and parents.
- Ability to work with other professionals in a collaborative manner.
- High level of interpersonal and communication skills.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: High School Science Teacher

Reports to: High School Principal

Job Summary

The job of a high school science teacher involves helping students learn about biology, physics, chemistry, astronomy, marine science, and other investigatory courses through hands-on activities, lab experiments, computer, field trips, mixed media materials, and other resources. Depending on the subject they teach, science teachers may find work in middle or high school and universities.

Duties and Responsibilities

- Plan study programs to meet students' needs, interests, and abilities.
- Design curriculum as per the needs of the students.
- Evaluate and assess students' progress on a periodic basis.
- Monitor individual student progress.
- Take corrective measures to enhance student learning abilities.
- Prepare student progress reports.
- Instruct students on proper use of equipment, materials, and textbooks.
- Set and monitor standards of student behavior.
- Assist staff members in assessing students' attitude, learning problems.
- Advise parents on students' progress and development.
- Organize class time as per the instructional plans.
- Maintain inventory of instructional materials, aids, and equipment.
- Coordinate and support teaching aides and assistants in their tasks.
- Ensure compliance of teaching objectives to Michigan common core administrative regulations and procedures.
- Maintain accurate, complete student records and prepare reports.

- Valid Michigan teaching certificate, high school endorsement.
- Ability to relate positively with students, teachers, and parents.
- Ability to work with other professionals in a collaborative manner.
- High level of interpersonal and communication skills.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: High School Teacher Reports to: High School Principal

Job Summary

The job of a high school teacher involves teaching students in one or more subjects at freshman to senior level. They will work in their fields of specialization/certification, such as history, mathematics, English, science, physical education, music, or foreign languages, etc. The high school teacher teaches up to seven classes daily. A high school teacher undertakes complex jobs that relate to the welfare of children, starting with the beginning of their teenage years. You must ensure that the priorities of following the school curriculum are kept at the very top of your activities. If you take this course of action, then you can be successful in the role.

Duties and Responsibilities

- Establishing and enforcing rules for behavior among students.
- Adapting teaching methods to meet students' educational needs.
- Instructing students through discussions, lectures, and presentations in assigned subjects.
- Preparing and grading assignments and exams.
- Preparing class lessons, planning, and conducting class activities.
- Maintaining and updating student records.
- Observing and evaluating students' behavior, performance, health, and social development.
- Identifying the learning needs of individual children.
- Providing learning environments that are stimulating where the student can develop their potential and also experience growth.
- Helping students gain the appropriate attitude, skills, and knowledge.
- Communicating to parents and the school's management on the progress of the students.
- Supervising after school and extracurricular activities.
- Assigning and grading homework and class work.
- Preparing, administering, and grading assignments and tests with an aim of evaluating the progress of the students.
- Maintain student attendance and other records.
- Preparing lesson plans, course outlines, and objectives.
- Participating in disciplinary matters which relate to enforcing school administration policies.

Skills and Specifications

- Conversant with the basic school curriculum.
- Excellent communication and interpersonal skills.
- Excellent classroom management skills.
- Must love working with children.
- Creative, imaginative, energetic, patient, resourceful.
- Pleasant voice.

- Superior leadership skills.
- Cheerful.

Education and Qualifications

- Bachelor's degree in education.
- Master's degree preferred.
- Secondary teaching certificate in respective specializations.
- Strong subject matter knowledge.
- Two years high school teaching experience.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: Middle School Teacher Reports to: Elementary Principal

Job Summary

The middle school teacher is expected to have a positive attitude to learning. They are responsible for importing knowledge to younger members of the community, and they will act as role models in the classroom. The role requires someone that is both enthusiastic and suitably qualified to take on the daunting task of educating sixth to eighth grade students. They must demonstrate the willingness to work in different contexts and to support the various elements that make this role interesting. It is imperative that they take a positive attitude in all the things that they do.

Duties and Responsibilities

- Teaches and instructs in subject matter areas commonly found in a comprehensive middle school education program.
- Utilize an adopted course of study, instructional program guidelines, and other materials in planning and developing lesson plans.
- Review, analyze, and evaluate individual students' histories and backgrounds in order to design instructional programs to meet individual needs.
- Review, analyze, evaluate, and report pupil academic, social, and emotional growth.
- Prepare, administer, score, record, and report the results of criterion reference tests and group standardized tests.
- Counsel and confer with parents, school, and Academy personnel regarding pupil progress.
- Cooperatively pursue alternative solutions to pupil learning problems.

- Bachelor's degree in education.
- Master's degree in education preferred.
- Certification specific to grades six to eight course subject.
- Two years prior teaching experience preferred.
- Knowledge of principles, methods, and techniques pertaining to teaching and instruction of middle school students.
- Strong interpersonal communication skills.
- Detail oriented and organized.
- Demonstrates good judgment and problem solving skills.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: Elementary School Teacher (self-contained)

Reports to: Elementary Principal

Job Summary

An elementary school teacher is responsible for teaching children from grades K-5. These teachers are crucial to the development of the children. They are the ones who introduce children to social studies, languages, science, and mathematics. The teachers use books, computers, artwork, music, and games to teach the children the most basic skills. They help children solve problems and also understand concepts.

Duties and Responsibilities

- Identifying the learning needs of individual children.
- Planning and delivering learning instructions that are based on the needs of the students.
- Providing learning environments that are stimulating, where the children can develop their potential and also experience growth.
- Helping students gain the appropriate attitude, skills, and knowledge.
- Use such evaluation tools as tests, Scantron, and MSTEP to evaluate the progress of the students.
- Communicating to parents and the school's management on the progress of the children.
- Serving as mentors and role models to the students.
- Organizing, directing, and supervising parent volunteers and teaching assistants.
- Supervising after school and extracurricular activities.
- Attending seminars, sessions related to professional development, as well as meetings.
- Dealing with family emergencies, forgotten lunches, and minor accidents.
- Assigning and grading homework and class work.
- Preparing, administering, and grading assignments and tests with an aim of evaluating the progress of the student.
- Maintaining student attendance and other records.
- Preparing and implementing remedial sessions for the children who require extra assistance.
- Preparing lesson plans, course outlines, and objectives.
- Enforcing school administration policies.
- Providing learning resources and materials.
- Planning and supervising trips and classroom activities.

Skills and Specifications

- Excellent communication and interpersonal skills
- Excellent classroom management skills.
- Must love working with children.
- Creative.
- Imaginative.
- Energetic.

- Patient.
- Resourceful.
- Superior organizational skills.
- Pleasant voice.
- Superior leadership skills
- Cheerful.

- Bachelor's degree in education.
- Master's preferred.
- Education certification in K-5 self-contained.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: ELA Coach Reports to: Principal

Job Summary

The primary role of the ELA Coach is to mentor and support teaching and learning through modeling, coaching, and professional development to improve and accelerate student achievement through quality curriculum and instruction.

Duties and Responsibilities

- Collaborate with staff to collect and analyze data for professional development needs in the school.
- Coordinate, monitor, and deliver Academy mandated staff development, as well as staff development identified by the Superintendent.
- Assist teachers in transferring theory into practice.
- Support the common vision, mission, values, and goals of the Academy.
- Understand and work to improve school culture.
- Facilitate the induction of beginning teachers into their professional roles and responsibilities.
- Collaborate with Principal for the administration of assessment instruments, collection and analysis of performance data, and the identification of instructional priorities.
- Develop understanding and proficiency in the alignment of curriculum with State of Michigan common core curriculum standards, implementation of performance benchmarks, authentic assessment, diagnostic-prescriptive instruction, inclusion of special education students in uninterrupted literacy blocks, and the differentiation of expectations, materials, and assignments within learning centers.
- Provide content-specific technical assistance and support in the use of the adopted textbook series, supplemental materials, and instructional technology. Plan and implement sequential learning experiences for students using a variety of instructional strategies consistent with the Academy's philosophy.
- Display the highest ethical and professional behavior and standards when working with students, parents, school personnel, and other agencies associated with the school.
- Establish high standards and expectations for all students for academic performance and responsibility for behavior.

- Valid State of Michigan certificate with ELA endorsement.
- Must meet NCLB certification requirements.
- Have five (5) years of excellent experience in teaching and working with children.
- Have excellent integrity and demonstrate good moral character and initiative.
- Ability to work with other professionals in a collaborative manner.
- Exhibits a personality that demonstrates enthusiasm and interpersonal skills to relate well with students, staff, administration, parents, and the community.

- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: Math Coach Reports to: Principal

Job Summary

The primary role of the Math Coach is to mentor and support teaching and learning through modeling, coaching, and professional development to improve and accelerate student achievement through quality curriculum and instruction.

Duties and Responsibilities

- Collaborate with staff to collect and analyze data for professional development needs in the school.
- Coordinate, monitor, and deliver Academy mandated staff development, as well as staff development identified by the Superintendent.
- Assist teachers in transferring theory into practice.
- Support the common vision, mission, values, and goals of the Academy.
- Understand and work to improve school culture.
- Facilitate the induction of beginning teachers into their professional roles and responsibilities.
- Collaborate with Principal for the administration of assessment instruments, collection and analysis of performance data, and the identification of instructional priorities.
- Develop understanding and proficiency in the alignment of curriculum with State of Michigan common core curriculum standards, implementation of performance benchmarks, authentic assessment, diagnostic-prescriptive instruction, inclusion of special education students in uninterrupted literacy blocks, and the differentiation of expectations, materials, and assignments within learning centers.
- Provide content-specific technical assistance and support in the use of the adopted textbook series, supplemental materials, and instructional technology. Plan and implement sequential learning experiences for students using a variety of instructional strategies consistent with the Academy's philosophy.
- Display the highest ethical and professional behavior and standards when working with students, parents, school personnel, and other agencies associated with the school.
- Establish high standards and expectations for all students for academic performance and responsibility for behavior.

- Valid State of Michigan certificate with math endorsement.
- Must meet NCLB certification requirements.
- Have five (5) years of excellent experience in teaching and working with children.
- Have excellent integrity and demonstrate good moral character and initiative.
- Ability to work with other professionals in a collaborative manner.
- Exhibits a personality that demonstrates enthusiasm and interpersonal skills to relate well with students, staff, administration, parents, and the community.

- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: Elementary Paraprofessional

Reports to: Elementary Principal

Job Summary

Paraprofessionals work with students on supplemental instruction, whereas the teacher's role is to keep the class learning at a grade level. Paraprofessionals help students, individually or in groups, with assignments by utilizing specific teaching strategies and an acquired knowledge of learning styles. The paraprofessional allows the teacher more time to plan lessons and perform direct teaching. Paraprofessionals must understand how to apply classroom management techniques and, in the teacher's absence, can serve as the chief source of information for the substitute teacher.

Duties and Responsibilities

- Knowledge of subject matter:
 - Demonstrates in practice appropriate knowledge in assigned teaching responsibilities.
- Teaching methodology and responsibilities:
 - Supports the facilitation of monitoring student progress.
 - Administers intervention services.
 - Analyzes and reviews data with school personnel in order to provide appropriate intervention leading to increased student achievement.
- Manner and efficacy of student discipline:
 - Uses consistent and fair treatment with students.
 - Utilizes a reasonable variety of techniques and methods for remedying unacceptable student behavior.
- Rapport with parents, students, and other staff members:
 - Interacts with students in a positive manner, demonstrating respect for individual feelings.
 - Works in cooperative and professional manner with colleagues.
 - Communicates effectively with parents and staff.
 - Maintains, promotes, and implements building goals, objectives, and procedures.
 - Demonstrates the physical and psychological capacity for the demands of the teaching assignment.

- Minimum of Associate's degree, 60 credit hours of college-approved credit, or successful
 passing of the Work Keys test to be highly qualified according to Michigan Department of
 Education criteria.
- Ability to work well with students, staff, and parents.
- Ability to demonstrate mature judgment and moral and ethical behavior.
- Ability to project a positive outlook, manner, and appearance.

- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: Paraprofessional (Title I)

Reports to: Building Principal

Job Summary

Paraprofessionals work with students on supplemental instruction, whereas the teacher's role is to keep the class learning at grade level. Paraprofessionals help students, individually or in groups, with assignments by utilizing specific teaching strategies and an acquired knowledge of learning styles. The paraprofessional allows the teacher more time to plan lessons and perform direct teaching. Paraprofessionals assist in developing a positive learning environment with measureable student results, focusing on areas in assigned teaching responsibilities.

Duties and Responsibilities

- Demonstrates in practice appropriate knowledge in assigned teaching responsibilities.
- Supports the facilitation of monitoring student progress.
- Administers intervention services.
- Analyzes and reviews data with school personnel in order to provide appropriate intervention leading to increased student achievement.
- Uses consistent and fair treatment with students.
- Utilizes a reasonable variety of techniques and methods for remedying unacceptable student behavior.
- Interacts with students in a positive manner, demonstrating respect for individual feelings.
- Works in cooperative and professional manner with colleagues.
- Communicates effectively with parents and staff.
- Maintains, promotes, and implements building goals, objectives, and procedures.
- Demonstrates the physical and psychological capacity for the demands of the teaching assignment.

- Minimum of Associate's degree, 60 credit hours of college-approved credit, or successful
 passing of the Work Keys test to be highly qualified according to Michigan Department of
 Education criteria.
- Ability to work well with students, staff, and parents.
- Ability to demonstrate mature judgment and moral and ethical behavior.
- Ability to project a positive outlook, manner, and appearance.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: Third-Fifth Grade Reading Specialist

Reports to: Elementary Principal

Job Summary

A Reading Specialist, also known as a reading literacy specialist, is an educator who focuses on helping students grades three to five to read and write and who develops programs designed to improve students' skills in all aspects of the language arts. A Reading Specialist works hand-in-hand with other educators to identify students with problems and to give them the extra attention and coaching needed to get the students on an equal footing with their peers.

Duties and Responsibilities

- Assess the literacy skills of third to fifth grade students.
- Identify students with reading and writing problems and provide personal attention and coaching to help students overcome their reading and writing deficits.
- Identify educational materials that can be used in building literacy skills.
- Assist other teachers and staff in developing strategies to assist slow learners.

- Bachelor's degree in education, including course work focusing on literacy education.
- Master's degree in education preferred.
- Certification specific to Reading Specialist.
- Two years prior teaching experience preferred.
- Knowledge of principles, methods, and techniques pertaining to reading 180 and/or system 44.
- Strong interpersonal and communication skills.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: High School Math Teacher

Reports to: Principal

Job Summary

The job of a High School Math Teacher involves teaching high school students different mathematics principles. Depending on the education level of the students he/she is teaching, a math teacher should specialize in algebra, advanced algebra, probability geometry, trigonometry, statistics, pre-calculus, and other math studies. Create lesson plans, assigning and grading homework, managing students, assisting students individually or in groups, communicating with parents, engaging classes with stimulating discussions, creating exam materials based on past lectures, and helping students prepare for college entry exams.

Duties and Responsibilities

- Cooperate with teachers, parents, and community members.
- Enhance teaching team practice and grow professionally.
- Offer rigorous curriculum aligning with State of Michigan common core guidelines.
- Provide alternative force choice and creative assessment for students.
- Enable field studies to improve classroom curriculum.
- Offer input and assist grade level, subject matter, and leader led conferences.
- Oversee school uniform and discipline policies.
- Develop parent and family involvement in school life and curriculum.
- Engage and lead professional development programs.
- Offer individual help to students to ensure satisfactory progress.
- Synthesize with colleagues on school activities to ensure academic success.
- Discuss with parents on student progress and academic achievements.
- Instruct rules of conduct and ensure classroom and campus discipline.
- Counsel students during academic and adjustment problems.
- Handle attendance, progress reports, and grade records.
- Plan study programs to meet students' needs, interests, and abilities.
- Design curriculum as per the needs of the students.
- Evaluate and assess students' progress on a periodic basis.
- Monitor individual students' progress.
- Take corrective measures to enhance student learning abilities.
- Instruct students on proper use of equipment, materials, and textbooks.
- Maintain inventory of instructional materials, aids, and equipment.
- Maintain accurate, complete student records and prepare reports.

- Valid Michigan teaching certificate, high school math endorsement.
- Ability to relate positively with students, teachers, and parents.
- Ability to work with other professionals in a collaborative manner.

- High level of interpersonal and communication skills.
- Time management and administrative skills.
- Excellent written and verbal communication skills.
- Ability to handle challenging behavior.
- Ability to motivate a group of students and explain things as creatively as possible.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete an unprofessional conduct check consistent with the Code.

Job Title: High School Physical Education Teacher

Reports to: High School Principal

Job Summary

Physical education teachers work goes beyond playing games with students in the gym. It involves promoting an attitude of health and physical fitness while keeping the physical education facilities and equipment maintained and performing other teacher and coaching duties.

Duties and Responsibilities

- Plan and teach physical education classes at multiple grade levels.
- Maintain the equipment and facilities.
- Curricula includes course work in health.
- Provide budget recommendation for new equipment purchases.
- Organize and promote games and challenges that promote physical activity among students.
- Instruct students in fitness and inspire them to live healthy lifestyles.
- Conduct health and physical activity classes.
- Must adjust curricula to adapt to students with disabilities or different physical abilities.
- May be expected to coach school sports teams (stipend may be provided).
- Attend school's athletic events.

- Valid Michigan teaching certificate in physical education and health.
- First aid/CPR certification.
- Demonstrate lifestyle that promotes physical fitness and health.
- Possess some athletic skills in order to demonstrate activities.
- Ability to motivate a group of students.
- Strong organizational and management skills.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: High School History Teacher

Reports to: High School Principal

Job Summary

High school history teachers offer students classroom instruction that builds upon the national, state, local, and global history they've learned in earlier grades. Most high school history teachers help their students to move beyond routine memorization into critical analysis of historical events. Careers in teaching high school history classes may also include American history, world history, civics, economics, and general social studies.

Duties and Responsibilities

- Plan and teach history classes at multiple grade levels.
- Offer rigorous curriculum aligning with State of Michigan common core guidelines.
- Plan elements such as field trips.
- Assess the progress of a pupil and offer assistance when necessary.
- Instruct rules of conduct and ensure classroom and campus discipline.
- Maintain inventory of instructional materials, aids, and equipment.
- Handle attendance, progress reports, and grade records.
- Oversee school uniform and discipline policies.

- Valid Michigan teaching certificate in high school history (to include civics and/or economics).
- Ability to relate positively with students, teachers, and parents.
- Ability to work with other professionals in a collaborative manner.
- Time management and verbal communication skills.
- Excellent written and verbal communication skills.
- Ability to handle challenging behavior.
- Ability to motivate a group of students and explain things as creatively as possible.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: K-8 Physical Education Teacher

Reports to: K-8 Principal

Job Summary

Physical education teachers' work goes beyond playing games with students in the gym. It involves promoting an attitude of health and physical fitness while keeping the physical education facilities and equipment maintained and performing other teacher and coaching duties.

Duties and Responsibilities

- Plan and teach physical education classes at multiple grade levels.
- Maintain the equipment and facilities.
- Curricula includes course work in health.
- Provide budget recommendation for new equipment purchases.
- Organize and promote games and challenges that promote physical activity among students.
- Instruct students in fitness and inspire them to live healthy lifestyles.
- Conduct health and physical activity classes.
- Must adjust curricula to adapt to students with disabilities or different physical abilities.
- May be expected to coach school sports teams (stipend may be provided).
- Attend school's athletic events.

- Valid Michigan teaching certificate in K-8 physical education.
- First aid/CPR certification.
- Demonstrate a lifestyle that promotes physical fitness and health.
- Possess some athletic skills in order to demonstrate activities.
- Ability to motivate a group of students.
- Strong organizational and management skills.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: High School Music Teacher Reports to: High School Principal

Job Summary

Music teachers foster an appreciation of music, teach students to read music, and help students learn how to play a specific instrument or sing. They connect students with larger ensembles to give them the opportunity to experience the joy of making music. Many music teachers also conduct student concerts, lead small recitals, and act as the music director for school theater productions.

Duties and Responsibilities

- Plan and teach music classes at multiple grade levels.
- Offer rigorous curriculum aligning with State of Michigan common core guidelines.
- Plan elements such as field trips.
- Assess the progress of a pupil and offer assistance when necessary.
- Instruct rules of conduct and ensure classroom and campus discipline.
- Maintain inventory of instructional materials, aids, and equipment.
- Handle attendance, progress reports, and grade records.
- Oversee school uniform and discipline policies.

- Valid Michigan teaching certificate in music.
- Ability to relate positively with students, teachers, and parents.
- Ability to work with other professionals in a collaborative manner.
- Time management and administrative skills.
- Excellent written and verbal communication skills.
- Ability to handle challenging behavior.
- Ability to motivate a group of students and explain things as creatively as possible.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: K-8 Music Teacher

Reports to: K-8 Principal

Job Summary

Music teachers foster an appreciation of music, teach students to read music, and help students learn how to play a specific instrument or sing. They connect students with larger ensembles to give them the opportunity to experience the joy of making music. Many music teachers also conduct student concerts, lead small recitals, and act as the music director for school theater productions.

Duties and Responsibilities

- Plan and teach music classes at multiple grade levels.
- Offer rigorous curriculum aligning with State of Michigan common core guidelines.
- Plan elements such as field trips.
- Assess the progress of a pupil and offer assistance when necessary.
- Instruct rules of conduct and ensure classroom and campus discipline.
- Maintain inventory of instructional materials, aids, and equipment.
- Handle attendance, progress reports, and grade records.
- Oversee school uniform and discipline policies.

- Valid Michigan teaching certificate in music.
- Ability to relate positively with students, teachers, and parents.
- Ability to work with other professionals in a collaborative manner.
- Time management and administrative skills.
- Excellent written and verbal communication skills.
- Ability to handle challenging behavior.
- Ability to motivate a group of students and explain things as creatively as possible.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Art Teacher Reports to: Principal

Job Summary

Art teachers are expected to bring their knowledge and talent into the classroom where they can introduce students to art in its many forms and traditions. An art teacher works with students at all levels to encourage and assist students to express themselves through art.

Duties and Responsibilities

- Elementary school art teachers must be flexible, as they may or may not have their own classroom. Elementary school art teachers frequently move from classroom to classroom, transporting art supplies and materials to students.
- Middle school art teachers must adapt art projects to students' abilities and needs. They must maintain and support an appropriate classroom setting where students can learn about art traditions, as well as learn how to express themselves through art.
- High school art teachers must establish an appropriate level of art instruction for students who choose art as an elective. They must provide materials and technology appropriate for an art classroom at the secondary level.
- Offer rigorous curriculum aligning with State of Michigan common core guidelines.
- Plan elements such as field trips.
- Assess the progress of a pupil and offer assistance when necessary.
- Instruct rules of conduct and ensure classroom and campus discipline.
- Maintain inventory of instructional materials, aids, and equipment.
- Handle attendance, progress reports, and grade records.
- Oversee school uniform and discipline policies.

- Valid Michigan teaching certificate in art.
- Ability to relate positively with students, teachers, and parents.
- Ability to work with other professionals in a collaborative manner.
- Time management and administrative skills.
- Excellent written and verbal communication skills.
- Ability to handle challenging behavior.
- Ability to motivate a group of students and explain things as creatively as possible.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: ELA Teacher Reports to: Principal

Job Summary

English teachers instruct students in both English language and literature at middle school and high school levels. In such cases, the majority of students already speak the language, and it is a case of honing their grasp of grammar and furthering their knowledge of literature.

Duties and Responsibilities

- Instruct students in both middle school and high school in the assigned subject.
- Offer rigorous curriculum aligning with State of Michigan common core guidelines.
- Plan elements such as field trips.
- Assess the progress of a pupil and offer assistance when necessary.
- Instruct rules of conduct and ensure classroom and campus discipline.
- Maintain inventory of instructional materials, aids, and equipment.
- Handle attendance, progress reports, and grade records.
- Oversee school uniform and discipline policies.

- Valid Michigan teaching certificate in secondary ELA.
- Ability to relate positively with students, teachers, and parents.
- Ability to work with other professionals in a collaborative manner.
- Time management and administrative skills.
- Excellent written and verbal communication skills.
- Ability to handle challenging behavior.
- Ability to motivate a group of students and explain things as creatively as possible.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Middle School Social Studies Teacher

Reports to: K-8 Principal

Job Summary

Middle school social studies teachers teach concepts of government, geography, history, economics, civic ideals, and current events.

Duties and Responsibilities

- Plan and teach social studies classes at multiple grade levels.
- Offer rigorous curriculum aligning with State of Michigan common core guidelines.
- Plan elements such as field trips.
- Assess the progress of a pupil and offer assistance when necessary.
- Instruct rules of conduct and ensure classroom and campus discipline.
- Maintain inventory of instructional materials, aids, and equipment.
- Handle attendance, progress reports, and grade records.
- Oversee school uniform and discipline policies.

- Valid Michigan teaching certificate in history or social studies.
- Ability to relate positively with students, teachers, and parents.
- Ability to work with other professionals in a collaborative manner.
- Time management and administrative skills.
- Excellent written and verbal communication skills.
- Ability to handle challenging behavior.
- Ability to motivate a group of students and explain things as creatively as possible.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Middle School Science Teacher

Reports to: K-8 Principal

Job Summary

Middle school science is a crucial time for capturing a child's love for the subject. Earth and life science are the key classroom topics. At this grade level, the majority of science concepts are presented in a laboratory setting. The classroom environment should accommodate both group and individual experiences.

Duties and Responsibilities

- Plan and teach science classes at multiple grade levels.
- Offer rigorous curriculum aligning with State of Michigan common core guidelines.
- Plan elements such as field trips.
- Assess the progress of a pupil and offer assistance when necessary.
- Instruct rules of conduct and ensure classroom and campus discipline.
- Maintain inventory of instructional materials, aids, and equipment.
- Handle attendance, progress reports, and grade records.
- Oversee school uniform and discipline policies.

- Valid Michigan teaching certificate in science.
- Ability to relate positively with students, teachers, and parents.
- Ability to work with other professionals in a collaborative manner.
- Time management and administrative skills.
- Excellent written and verbal communication skills.
- Ability to handle challenging behavior.
- Ability to motivate a group of students and explain things as creatively as possible.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Middle School Physical Education Teacher

Reports to: K-8 Principal

Job Summary

Physical education teachers' work goes beyond playing games with students in the gym. It involves promoting an attitude of health and physical fitness while keeping the physical education facilities and equipment maintained and performing other teacher and coaching duties.

Duties and Responsibilities

- Plan and teach physical education classes at multiple grade levels.
- Maintain the equipment and facilities.
- Curricula includes course work in health.
- Provide budget recommendation for new equipment purchases.
- Organize and promote games and challenges that promote physical activity among students.
- Instruct students in fitness and inspire them to live healthy lifestyles.
- Conduct health and physical activity classes.
- Must adjust curricula to adapt to students with disabilities or different physical abilities.
- May be expected to coach school sports teams (stipend may be provided).
- Attend school's athletic events.

- Valid Michigan teaching certificate in K-8 physical education.
- First aid/CPR certification.
- Demonstrate a lifestyle that promotes physical fitness and health.
- Possess some athletic skills in order to demonstrate activities.
- Ability to motivate a group of students.
- Strong organizational and management skills.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: High School Guidance Counselor

Reports to: High School Principal

Job Summary

High school counselors have the opportunity to significantly help the students they advise. Generally speaking, the counselors are responsible for preparing teens to make choices that will help them be productive students and productive members of society after their time in high school.

Duties and Responsibilities

- High school counselors advocate for students and assist them in their educational goals.
- Work with universities and trade schools to create partnerships that could lead to learning opportunities or potential scholarships.
- Collect and provide written reports and data related to students' schedule, grades, and academic success and failures.
- Prepare students for graduation.
- Interview students and their families regarding career goals, personal, social, emotional, and economic problems.
- Oversee students' required credits.
- Assist in preparing students for college or other continuing education.
- Handle crisis, including student personal crisis and emergencies.
- Oversee peer mediation programs and other mental health initiatives in which DCS participates.

- Master's degree in school counseling and meet the State's certification requirements.
- Experience with needs of high school age students and their families.
- Thorough knowledge of counseling theory and practice.
- Able to organize and sequence activities.
- Collaborative working style and strong work ethic.
- Familiar with universities, community college, and trade schools in the area.
- Working knowledge of college financial aid options.
- Skilled at working with youth ages 14 to 21 who may have emotional, family, or scholastic difficulties.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Attendance Agent Liaison

Reports to: Principal

Job Summary

The Attendance Agent Liaison shall ensure that students of Detroit Community Schools ("DCS") develop and maintain good attendance practices, which encourages academic success. The Attendance Agent Liaison shall also raise the awareness of parents and students regarding the negative impact that absences, tardiness, and early dismissals have on the students' educational performance.

Duties and Responsibilities

- Assist with the development of attendance policies and procedures.
- Ensure that parents, teachers, and administrators receive a copy of the school's attendance policy.
- Ensure that students and parents comply with Detroit Community Schools' attendance policy.
- Develop programs and procedures for the purpose of achieving attendance improvements and ensuring compliance with DCS attendance policy and the Michigan State Compulsory School Attendance Laws.
- Gather and review attendance data from PowerSchool to identify students who are excessively absent, tardy, or dismiss early.
- Investigate attendance issues reported by the principal, teachers, Dean of Students, and others.
- Initiate phone calls, mail letters, have face-to-face contact with parents, and make home visits to ascertain reason(s) for absences and tardiness and remind students and parents of the attendance policy and the compulsory attendance law, all of which is for the purpose of bringing the student into attendance compliance.
- Monitor student's attendance pattern over a period of time to determine if improvements have been made. When necessary, make referrals to other staff members when progress has not been achieved.
- Prepare written reports, memos, and letters for the purpose of documenting activities, providing references, and disseminating information.
- Maintain file that contains attendance records, calls made, letters mailed, and notes on all other activities related to student attendance.
- Determine the program effectiveness by tracking data of all students with attendance issues, comparing attendance patterns for a specified period of time, and report overall results to administration.
- Continue to develop and implement incentive programs/activities for those students who have good attendance and those who are making progress (i.e., DC Bucks).

- Minimum of Associate's degree, 60 credit hours of college-approved credit.
- Bachelor's degree preferred.
- Ability to work well with students and parents.

- Ability to demonstrate mature judgment and moral ethical behavior.
- Ability to project a positive outlook
- Excellent communication and interpersonal skills.
- Excellent organizational skills.
- Proficient in Microsoft Office, with special emphasis on Excel spreadsheet process.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Literacy/Reading Specialist

Reports to: Principal

Job Summary

A Literacy Specialist, also known as a Reading Specialist, is an educator who focuses on helping students of all ages to read and write and who develops programs designed to improve student skills in all aspects of language arts. A Literacy Specialist works hand-in-hand with other educators to identify students with problems and to give them the extra attention and coaching needed to get the students on an equal footing with their peers.

Duties and Responsibilities

- Assess the literacy skills of students, identify individuals with reading and writing problems, and provide personal attention and coaching to help such students overcome their literacy deficits.
- Assist teachers in developing strategies to assist slow learners.
- Identify educational materials that can be used in building literacy skills.
- Work with elementary school students who show developmental language delays.
- Provide coaching and support for struggling learners at all grade levels.
- Instruct rules of conduct and ensure classroom and campus discipline.
- Handle attendance, progress reports, and grade records.

- Valid Michigan teaching certification in reading or related field.
- Course work that focuses specifically on literacy education.
- Patience and love of helping other to learn.
- Ability to relate positively with students, teachers, and parents.
- Excellent written and verbal communication skills.
- Ability to motivate a group of students and explain things as creatively as possible.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Intervention Specialist

Reports to: Principal

Job Summary

Intervention Specialist offers a variety of services and therapies to treat children that consistently fail to reach developmental milestones.

Duties and Responsibilities

- Works cooperatively with classroom teachers interpreting the abilities and identifying the needs of students.
- Assist in classroom intervention strategies, modifying general education curriculum as necessary.
- Assist student with regular class assignment.
- Communicate regularly with parents and professional staff regarding the educational, social, and personal needs of students.
- Assist the special education student in making an assessment of his/her abilities.
- Completes necessary reports and recordkeeping as required by state and local policies and procedures.
- Participates in professional growth activities through staff development, in-service workshops, and higher education.

- Valid Michigan teaching certification.
- Course work that focuses specifically on literacy education.
- Patience and a love of helping others to learn.
- Ability to relate positively with students, teachers, and parents.
- Excellent written and verbal communication skills.
- Ability to motivate a group of students and explain things as creatively as possible.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Pupil Accounting and Attendance Coordinator

Reports to: Director of Information Technology

Job Summary

The position serves as Pupil Accounting/Attendance Coordinator (Coordinator") for the Academy and involves the planning, implementation, and evaluation of pupil personnel and attendance services. The Coordinator will administer the registration, attendance system, accounting, and census functions of the Academy, as well as assist in student recruitment services. The Coordinator works closely with the CIO in adhering to the MDE deadlines as it relates to student information, student enrollment, student applications, immunization records and reporting, forms required by Wayne RESA, special education graduation data and submission, as well as other related duties as assigned. The Coordinator shall also raise the awareness of parents and students regarding the negative impact that absences, tardiness, and early dismissals have on the student's educational performance.

Duties and Responsibilities

- Manages the pupil accounting process and prepares reports for the Academy.
- Prepare, submit, verify, and certify student data submission for required state reports.
- Maintains accurate records on pupil accounting and student attendance.
- Assists with K-12 master schedule development.
- Reviews student's application and places required information into MIStar.
- Attends appropriate MIStar and pupil accounting training.
- Provides ideas for upgrading the collection and analyses of achievement data for students.
- Coordinates contractor relationship with Wayne RESA.
- Coordinates enrollment planning and processes.
- Handles incoming and outgoing students' records requests and responses.
- Maintains immunization records and reporting.
- Coordinates count day procedures, progress reports, exams, grading, and training of teachers.
- Submits all forms required by Wayne RESA.
- Coordinates entry of special education data with special education department.
- Coordinates graduation data and submission.
- Coordinates MSDS submissions.
- Collects, reviews, and files all documents needed for audit.
- Liaison with Wayne RESA auditors and facilitates audit.

- Degree in business, accounting, or related field.
- Three or more years pupil accounting experience.
- In-depth knowledge of State reporting, MIStar (student information), CEPI, and MSDS.
- Effective leadership qualities and personal characteristics necessary for interacting with students, teachers, and parents.

- Knowledge of Michigan public school law, legal provisions related to student enrollment, graduation, and drop out, clock hours, and attendance standards.
- Excellent problem solver with strong analytical skills.
- Excellent oral and written communication, customer service, interpersonal skills.
- Skilled in the use of Microsoft Office software.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Office Manager

Reports to: Principal

Job Summary

The Office Manager works under the guidance of the Principal. They are responsible for a majority of the clerical work at the Academy, including handling sensitive documents such as student records. They act as a liaison between the students, parents, and principal.

Duties and Responsibilities

- Supervise, coordinate, and assign the daily activities of clerical and administrative support staff, ensuring that work is finished on schedule and up to standard.
- Provide guidance to clerical staff, including training and developing, attendance, performance evaluations, and discipline.
- Handles petty cash, collecting of homecoming and prom fees, senior dues, purchase orders, and inventory.
- Orders office supplies.
- Handles expense reports and employees' time sheets.
- Resolves parent complaints, plan meetings and events, and take on other duties.
- Place request for substitute teachers and sign off on substitute teacher payroll sheet.

- Bachelor's degree in a business-related discipline.
- Five years' experience in office management, preferably in school setting.
- In-depth knowledge of computers and the MS Office application.
- Excellent communication skills.
- Strong time management capabilities.
- Good interpersonal skills.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Office Clerical Reports to: Office Manager

Job Summary

The Office Clerk performs several functions and requires multitasking. The Office clerk undertakes the administrative work of the Academy and act as the receptionist for the visitors arriving at the Academy. The Office Clerk is responsible for the correspondence of the Academy, maintaining the records of the students, answering the incoming phone calls, updating students' records, filing, making announcements, and maintaining bulletin boards.

Duties and Responsibilities

- Maintain front desk.
- Maintain copy machine.
- Collect, review, and submit weekly time sheets.
- Assists with PowerSchool and MIStar.
- Requests students' records/maintain student files.
- Assist teachers with orders and prepare purchase orders.
- Maintain student sign in and sign out information.
- Assist in "uniform" orders.
- Process requests for pupil accounting.
- Type and mail school communications.
- Printing school bulletins and inter-school memos.
- Compilation and maintaining the students' records.
- Receiving phone calls and providing relevant information to students, parents, and staff.
- Greet guests entering establishment, determine nature and purpose of visit, and direct or escort them to specific destination.
- Schedule appointments and maintain and update appointment calendars.
- Collect, sort, distribute, and prepare mail, messages, and courier deliveries.

- High school diploma.
- Associate's degree from community college preferred.
- In-depth knowledge of computers and the MS Office application.
- Excellent communication skills.
- Strong time management capabilities.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Director of Security
Reports to: Superintendent

Job Summary

The Director of Security for the Academy is a combination of security consultant, security manager, and security advisor. The Director of Security coordinates building safety and law enforcement throughout the Academy. The Director works in collaboration with the Superintendent for Operations, the Director of Student Services, and building principals to establish appropriate regulations, procedures, and plans to ensure safe and secure school facilities.

Duties and Responsibilities

- Plans, directs, and oversees implementation of comprehensive security systems for protection of students, staff, and visitors.
- Responsible for ensuring the safety of students, staff, and faculty, property, equipment/material, and information of the Academy.
- Supervise security officers.
- Investigate crimes committed against students and staff, such as bullying, threats, and theft.
- Establish relationships with students, parents, and staff to ensure clear lines of communication.
- Conduct or directs investigation of suspects to apprehend culprits.
- Notifies Superintendent of security weaknesses and implements procedures to ensure safety of Academy.
- Ensure that no crimes are being committed.
- Protects building or premises, keeping it safe and free from vandalism and theft.
- Ensure that Michigan Department of Education, school Academy, and city and state laws are followed.
- Responsible for maintaining surveillance equipment.
- Make sure that students, parents, guests, and patrons understand adhere to established policies.

- Bachelor's degree in criminal justice or related discipline.
- Five+ years of experience as police officer.
- Three years of managerial experience.
- Excellent communication skills.
- Strong time management capabilities.
- Excellent interpersonal skills.
- Ability to work independently and to take emergent decisions.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Security Officer Reports to: Security Director

Job Summary

The role of security officers for the Academy is to ensure the safety of students, staff, and faculty.

Duties and Responsibilities

- Oversees implementation of comprehensive security systems for protection of students, staff, and visitors.
- Investigate crimes committed against students and staff, such as bullying, threats, and theft.
- Establish relationships with students, parents, and staff to ensure clear lines of communication.
- Conduct or direct investigation of suspects to apprehend culprits.
- Notifies Director of Security of weaknesses and implements procedures to ensure safety of Academy.
- Ensure that no crimes are being committed.
- Protects building or premises, keeping it safe and free from vandalism and theft.
- Ensure that Michigan Department of Education, Academy, city, and state laws are followed.
- Responsible for maintaining surveillance equipment.

- High school diploma; Associate's degree in criminal justice preferred.
- Three years' experience as school security officer.
- Experience as police officer preferred.
- Excellent communication skills.
- Strong time management capabilities.
- Excellent interpersonal skills.
- Ability to work independently and to take emergent decisions.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Custodian

Reports to: Director of Building and Grounds

Job Summary

The Custodian is responsible for performing custodial duties, minor maintenance, and other miscellaneous duties in order to ensure that school buildings and facilities are maintained in a healthy, safe, sanitary manner. The Custodian is a physically demanding position. The majority of their time at work is spent standing, walking, lifting heavy objects, operating medium weight cleaning equipment such as floor buffer, sweeping and mopping floors, and moving desks and furniture. The Custodian is required to do a great deal of stretching and bending, often in awkward positions. Operating floor polishers and waxers are particularly hard on back muscles.

Duties and Responsibilities

- Clean classrooms, bathrooms, lunch rooms, meeting, and recreational facilities.
- Mop tile and concrete floor areas.
- Vacuum all carpeted areas.
- Dust all furniture and fixtures as required.
- Wash and disinfect all washroom floors, toilets, toilet seats, and fixtures.
- Clean all mirrors.
- Replenish toilet tissue and soap as needed.
- Empty all wastebaskets and garbage cans.
- Place garbage in outside storage bins.
- Clean entrance and exit, including glass, doors, and hardware.
- Keep outside area near exit and entrance clear of snow, cans, paper, etc.
- Clean all finger marks from walls, doors, hardware, and glass.
- Perform and/or report minor maintenance repairs.
- Clean kitchen floors, sinks, and counters.
- Report damages and acts of vandalism.
- Wash and buff floors with floor polisher.
- Spot clean walls and toilet partitions.
- Maintain storage areas and cleaning equipment, materials, and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.
- Successfully complete school safety training within first 2 weeks of employment.

- High school diploma or GED.
- One year of custodial work experience.
- Ability to lift heavy objects (including 50 pounds or more of trash).

- Excellent time management skills.
- Ability to work with little or no supervision.
- Honest and trustworthy.
- Demonstrate sound work ethics.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.

Job Title: Food Service Assistant Reports to: Food Service Supervisor

Job Summary

The Food Service Assistant provides support to the food service activities, with specific responsibilities for preparing and serving food items to students and/or school personnel, serving as early morning breakfast, lunch, after school snacks.

Duties and Responsibilities

- Arranges food and beverage items for the purpose of serving them to students in an efficient manner.
- Cleans utensils, equipment, storage areas, food preparation, and serving areas for the purpose of maintaining required sanitary conditions.
- Inspect food items and/or supplies for the purpose of verifying quantity, quality, and specifications of orders and/or complying with mandated health standards.
- Develops menus for regular breakfast and lunch, as well as for special menus for special events (after school programs, professional development, etc.).
- Inspect food, condiments, and supplies for the purpose of ensuring availability of items required for meeting projected menu requirements.
- Maintains equipment, storage, food preparation, and serving areas in a sanitary condition, complying with current health standards.
- Monitors kitchen and cafeteria areas for the purpose of ensuring a safe and sanitary working environment.
- Prepares food and beverage items (e.g., breakfast, salad bar, after school meals) for the purpose of meeting mandated nutritional and projected meal requirements.
- Reports equipment malfunctions.
- Successfully complete mandated health class requirements.

- High school diploma or equivalent.
- One year of food service experience.
- Ability to perform basic math, read, and follow instructions.
- Ability to work with little or no supervision.
- Must successfully pass a criminal records and background check consistent with the Code.
- Must complete unprofessional conduct check consistent with the Code.