

OAKLAND UNIVERSITY

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

ISSUED TO:

Universal Academy
(A PUBLIC SCHOOL ACADEMY)

BY THE

**OAKLAND UNIVERSITY
BOARD OF TRUSTEES**
(AUTHORIZING BODY)

August 15, 2015

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BOARD ACTION



Office of the Vice President for Legal Affairs, General Counsel and
Secretary to the Board of Trustees

BOARD ACTION

June 9, 2015

The Board of Trustees at its meeting of June 8, 2015, approved the following resolution:

WHEREAS, the Michigan Revised School Code of 1976, as amended permits the Board to authorize public school academies meeting the requirements of the Board and the requirements of applicable law; and

WHEREAS, on October 5, 1995, the Board approved the Oakland University Policy on Public School Academies and Criteria for the Evaluation of Applications; and

WHEREAS, on August 3, 2005, the Board authorized the charter of Universal Academy as a public school academy; and

WHEREAS, on May 2, 2007, the Board approved an amendment of the Criteria for the Evaluation of Applications; and

WHEREAS, on August 6, 2012, the Board approved a second amendment of the Criteria for the Evaluation of Applications; and

WHEREAS, the University has received Universal Academy's application requesting that the Board renew its charter and continue to authorize Universal Academy as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to continue to authorize Universal Academy as a public school academy; now, therefore, be it further

RESOLVED, that the application submitted by Universal Academy meets the requirements of the Board and of applicable law; and, be it further

RESOLVED, that the Board approves the application of Universal Academy; and, be it further

RESOLVED, that the University administration shall negotiate and finalize an agreement with Universal Academy in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Revised School Code of 1976 as amended; and, be it further

BOARD ACTION

June 9, 2015

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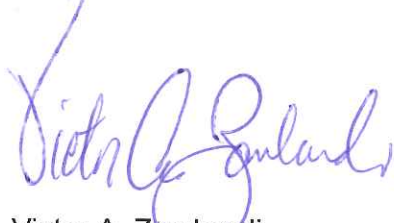
RESOLVED, that the term of the agreement with Universal Academy shall expire no later than June 30, 2020; and, be it further

RESOLVED, that the Public School Academy Charter Contract include a provision on minimum education goals that provides "On average, Universal Academy's low income and English Language Learners (ELL) students' academic performance must meet or exceed the performance of its peer district's low income and ELL students on the Michigan assessment system. If Universal Academy fails to meet this measure every year for three consecutive academic years with measurement beginning with the Fall 2015 school year, Oakland University will consider the school unacceptable and may consider beginning the process to suspend and revoke the charter agreement; and, be it further

RESOLVED, that Universal Academy will put out for bid its Educational Services Management Contract twelve months before its current agreement expires; and, be it further

RESOLVED, that the agreement shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel; and, be it further

RESOLVED, that the Board of Trustees authorizes the President, the Senior Vice President for Academic Affairs and Provost, and their respective designees, to perform all acts and deeds and to execute and deliver all contracts, instruments and documents that are necessary, expedient and proper in connection with Universal Academy and the ongoing administration of Oakland University's oversight function.



Victor A. Zambardi
Vice President for Legal Affairs,
General Counsel and
Secretary to the Board of Trustees

VAZ/cmh

Attachment

**Agendum
Oakland University
Board of Trustees Formal Session
June 8, 2015**

RENEWAL OF CHARTER FOR UNIVERSAL ACADEMY

A Recommendation

1. **Division and Department:** Academic Affairs - Public School Academies and Urban Partnerships, School of Education and Human Services.
2. **Introduction:** In 2005, the Oakland University Board of Trustees ("Board") authorized the charter of Universal Academy as a public school academy under the Michigan Revised School Code, for a 10 year term expiring on August 14, 2015 ("Agreement").

Universal Academy has submitted an application to the University to renew its charter, and the University's Office of Public School Academies ("PSA Office") supports that renewal. The PSA Office reviewed the application, and found it to be consistent with the Michigan Department of Education ("MDE") requirements and the University's educational mission. During the 10 year term of the Agreement, Universal Academy has demonstrated academic and management proficiency and has experienced growth in student enrollment.

The PSA Office recommends and seeks the Board's approval to renew Universal Academy's charter for up to 10 years, coterminous with its academic school year through June 30, 2025. The Board's Ad-Hoc Academic Affairs Committee met to review and consider the PSA Office's recommendation and supports renewing Universal Academy's charter.

If approved by the Board a new charter agreement will be prepared for Universal Academy that that incorporate standardized MDE requirements. That agreement will be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and will be in compliance with the law and University policies and regulations and conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel. The University will be able to terminate that agreement upon any breach, Universal Academy's failure to fulfill any of the statutory requirements applicable to public school academies, or without cause at the discretion of the University at the end of Universal Academy's then current academic school year.

3. **Previous Board Action:** On October 5, 1995, the Board approved Oakland University's Policy on Public School Academies and Criteria for the Evaluation of Applications. On August 3, 2005, the Board passed a resolution approving the application of Universal Academy. On May 2, 2007, the Board approved the

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amendment of the Criteria for the Evaluation of Applications. On August 6, 2012, the Board approved a second amendment of the Criteria for the Evaluation of Applications.

4. Budget Implications: Oakland University receives three percent (3%) of the state school funding received by Universal Academy as an administrative fee for performing oversight.

5. Educational Implications: The philosophy of Universal Academy is aligned with that of Oakland University's School of Education and Human Services ("School") and will be able to strengthen the mission of the School. Furthermore, Universal Academy will educate a well rounded and high achieving student body which in turn may become future Oakland University students.

6. Personnel Implications: There are no personnel implications associated with this resolution.

7. University Reviews/Approvals: The Academy's request for renewal of its charter was reviewed and recommended by the PSA Office. The recommendation was approved by the Dean of the School of Education and Human Services and the Senior Vice President for Academic Affairs and Provost. The recommendation was also reviewed and approved by the Board of Trustees Ad-Hoc Academic Affairs Subcommittee at its May 4, 2015 meeting.

8. Recommendation:

WHEREAS, the Michigan Revised School Code of 1976, as amended permits the Board to authorize public school academies meeting the requirements of the Board and the requirements of applicable law; and

WHEREAS, on October 5, 1995, the Board approved the Oakland University Policy on Public School Academies and Criteria for the Evaluation of Applications; and

WHEREAS, on August 3, 2005, the Board authorized the charter of Universal Academy as a public school academy; and

WHEREAS, on May 2, 2007, the Board approved an amendment of the Criteria for the Evaluation of Applications; and

WHEREAS, on August 6, 2012, the Board approved a second amendment of the Criteria for the Evaluation of Applications; and

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WHEREAS, the University has received Universal Academy's application requesting that the Board renew its charter and continue to authorize Universal Academy as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to continue to authorize Universal Academy as a public school academy; now, therefore, be it further

RESOLVED, that the application submitted by Universal Academy meets the requirements of the Board and of applicable law; and, be it further

RESOLVED, that the Board approves the application of Universal Academy; and, be it further

RESOLVED, that the University administration shall negotiate and finalize an agreement with Universal Academy in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Revised School Code of 1976 as amended; and, be it further

RESOLVED, that the term of the agreement with Universal Academy shall expire no later than June 30, 2025; and, be it further

RESOLVED, that the agreement shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel; and be it further

RESOLVED, that the Board of Trustees authorizes the President, the Senior Vice President for Academic Affairs and Provost, and their respective designees, to perform all acts and deeds and to execute and deliver all contracts, instruments and documents that are necessary, expedient and proper in connection with Universal Academy and the ongoing administration of Oakland University's oversight function.

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9. Attachments: None

Submitted to the President
on 6/1, 2015 by



James P. Lentini
Senior Vice President for
Academic Affairs and Provost

Recommended on 6/1, 2015
to the Board for Approval by



George Hynd
President

POLICY ON PUBLIC SCHOOL ACADEMIES (CHARTER SCHOOLS)

Approved by the Board of Trustees on October 5, 1995

Amended by the Board of Trustees on May 2, 2007

Amended by the Board of Trustees on August 6, 2012

The establishment of public school academies (charter schools), as authorized by recent state legislation, offers a means of improving the public elementary and secondary schools in the State of Michigan. Oakland University will assist in the establishment of public school academies in order to achieve those purposes set forth in the legislation, as follows:

To improve pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment.

To stimulate innovative teaching methods.

To create new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level.

To achieve school accountability for pupil educational outcomes by placing full responsibility for performance at the school site level.

To provide parents and pupils with greater choices among public schools, both within and outside their existing school districts.

To determine whether state funds can be more effectively, efficiently, and equitably utilized by allocating funds on a per pupil basis directly to the school rather than through school district administration.

To achieve these purposes, Oakland University will authorize those public school academies which best meet the following guidelines:

- a. Further a mission and goals consistent with the mission and goals of Oakland University, as identified in Oakland University's Strategic Plan.
- b. Fill an identified and substantiated educational need or provide an opportunity for new learning experiences at a facility located in Wayne, Oakland, or Macomb County.
- c. Meet the identified and substantiated needs of its students through the use of an innovative instructional plan.

- d. Meet the needs of a culturally, economically and ethnically diverse student body and provide a diverse faculty and administrative staff.
- e. Utilize the best educational practices, as defined by the University, and attempt to develop even more effective educational programs and practices.
- f. Establish and implement a process for continuous self-evaluation and assessment, and a process for reporting the self-evaluation and assessment results to Oakland University.
- g. Establish linkages to Oakland University through allied research, educational and/or development partnerships with Oakland University faculty; and provide clinical experiences, internships and field experiences for Oakland University students.
- h. Demonstrate relationships with the business community and other community organizations.
- i. Present a fiscally sound and compelling business plan.
- j. Comply with applicable state and federal law.

Oakland University will select public school academies on a competitive basis from applicants which best demonstrate that they meet the purposes of the public school academies legislation, the guidelines set forth in this policy, and the Criteria for the Evaluation of Applications.

[Editor's note: The Criteria for the Evaluation of Applications, which was approved by the Board of Trustees on October 5, 1995 and amended by the Board of Trustees on May 2, 2007 and August 6, 2012 is attached.]

DELEGATION OF AUTHORITY CONCERNING PUBLIC SCHOOL ACADEMIES

Approved by the Board of Trustees on October 9, 1997

WHEREAS, the Board of Trustees of Oakland University wishes and intends to authorize and delegate to the President of Oakland University certain powers and authority as may be necessary and appropriate to carry out the policies of the Board of Trustees and to administer the business of Oakland University in accordance with such policies and directives as may be promulgated from time to time by the Board of Trustees; and

WHEREAS, the Board of Trustees wishes and intends by this resolution to delegate to the President of Oakland University full power and authority to carry out certain administrative functions of the university while retaining unto itself all legislative and discretionary powers which are not subject to delegation under law; now therefore be it

RESOLVED, that upon the recommendation of the university's Public School Academy Advisory Review Committee, the President or his designee is hereby authorized and directed to amend the contracts between the Board and the Public School Academies and take any other such action as may be necessary and appropriate to carry out the business of Oakland University as authorizing body of the public school academies consistent with the Board policy on Public School Academies and the Criteria for Evaluation of Applications, the educational goals as set forth in the public school academy applications, and the law; and be it further

RESOLVED, that any such amendment or other action of a material nature be reported to the University Affairs Advisory Committee at the first meeting following the amendment or action; and be it further

RESOLVED, that no amendment shall increase the liability or obligation of the university; and be it further

RESOLVED, that an annual report on the status of the public school academies shall be presented to the Board of Trustees at a regularly scheduled Board meeting.

CRITERIA FOR THE EVALUATION OF APPLICATIONS

Approved by the Board of Trustees on October 5, 1995

Amended by the Board of Trustees on May 2, 2007

Amended by the Board of Trustees on August 6, 2012

The Office of Public School Academies and Urban Partnerships ("PSA Office") shall use criteria that incorporate requirements set forth in the Revised School Code for public school academies, MCLA 380.501 et seq ("School Code") and as the School Code requirements may be amended from time to time, in the evaluation of applications for charter. At the conclusion of the evaluation process, the PSA Office shall make a recommendation through the Provost and President to the Board of Trustees to authorize or not to authorize the charter.

Section I: Demographic Characteristics

A. Identification of Applicant. The applicant for the proposed public school academy must be clearly identified and his/her affiliation indicated as an individual, a representative of a government entity or non-government entity, or other designation.

B. Name of proposed Public School Academy. The name of the proposed public school academy shall not duplicate that of another known public or private school.

C. Proposed date of opening. The proposed opening date of the public school academy shall be identified and shall be reasonably achievable.

D. School calendar and school day schedule. The proposed school calendar and school day schedule shall meet or exceed any state mandated minimum at the time of the application.

E. Grade level(s) or ages of students to be enrolled. The application shall identify the grade level(s) and/or ages of students to be enrolled. Additionally, plans, if any, for expanding the number of grades and/or ages of students to be enrolled in future years must be clearly stated.

F. Projected enrollment. The proposed number of students to be enrolled must be stated and the method of determining potential enrollment must be identified.

G. Student population. A description of the target student population must be included.

Section II: Purposes and Goals

A. Purposes of the Public School Academy

The purposes of the public school academy shall be congruent with the mission and goals of Oakland University, as reflected in the Oakland University Strategic Plan, and

shall reflect a strong philosophical and educational focus that holds considerable promise for high quality teaching and learning for those students it is designed to serve.

Indicators:

- (1) The educational underpinnings on which the proposed public school academy is to be founded are supported in part (but not necessarily in entirety) by research or documented practice elsewhere. Note: In an effort to foster innovation, non-traditional educational practices which are supported by a comprehensive and thorough rationale are encouraged.
- (2) The proposed public school academy will effectively address the needs of students.
- (3) The proposed public school academy utilizes sound practice (i.e., contemporary teaching methods, structures, etc.), and also incorporates innovative teaching strategies and/or instructional technology.
- (4) The proposed public school academy is incorporated pursuant to the School Code.
- (5) The proposed educational goals, programs and curricula are designed to fulfill at least one of the purposes articulated in the School Code ..

B. Educational goals.

The educational goals of the public school academy may include statements of educational inputs; however, the goals must also include outcomes or performance based standards to be achieved by students.

Indicators:

- (1) The proposed public school academy is committed to educating each student to his/her optimal level of learning.
- (2) The proposed public school academy plans to develop a nurturing, child centered sense of educational atmosphere that contributes to the development of each student's confidence, sense of self-worth, personal enjoyment, and zest for learning.
- (3) The proposed public school academy seeks to educate students to meet or exceed state and national standards of achievement.

- (4) The proposed public school academy seeks to develop the critical thinking and problem solving skills of students.

Section III: Admission and Retention

A. Admission policy and criteria to be maintained.

A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a disabled person, or any other basis that would be illegal if used by a school district. A public school academy may, however, limit admission to pupils who are within a particular range of ages or grade levels or on any other basis that would be legal if used by a school district.

Indicators:

- (1) The applicant must provide a description of its plans to recruit students and to advertise the school's availability. It must specifically describe its plans to advertise within the geographical area to be served. The plan to advertise and recruit will be evaluated on whether the plan is calculated to inform those persons who are likely to be interested in the public school academy. The applicant must describe the enrollment period which will be available for registration by interested families. The enrollment period must offer evening and/or weekend enrollment opportunities. The applicant must describe both its initial plans for recruitment and advertising as well as plans for these activities once the academy has been started and has an established student body.
- (2) The applicant must describe the process it plans to use for the random selection of students in the event the number of students wishing to enroll exceeds the number of seats provided by the public school academy.
- (3) The applicant must comply with the PSA Office Policy on Student Application and Enrollment and any subsequent changes to the policy or existing law as may occur.

B. Retention

The public school academy shall demonstrate a commitment to retain and to educate all students who enroll.

Indicators:

- (1) The proposed public school academy demonstrates a commitment to the retention of all students enrolled.

(2) Procedures are established for intervention and special help or counseling for those students who do not perform up to their potential or who violate established codes of conduct.

(3) The applicant presents a code of student conduct and set of procedures for discipline and dismissal. (4) The applicant includes a plan for regular involvement of the student's parent(s) or guardian(s) or other person(s) legally responsible for the student, both at home and school, and provisions for monitoring this participation.

(5) The procedure for dismissal of students shall include the requirement that the student's parent(s), guardian(s) or other person(s) legally responsible for the student will be counseled and provided a recommendation for future placement of the student.

Section IV: Curriculum and Instructional Outcomes

A. Curricular and Instructional Design.

The curriculum shall be designed to meet the substantiated educational needs identified by the public school academy. The curriculum shall be coordinated in such a manner to allow for effective teaching and learning. Innovations that provide meaningful learning and incorporate the expertise and research of Oakland University faculty and students and the expressed goals and needs of the business community and the community at large are encouraged.

Indicators:

(1) Minimally, the public school academy curriculum must comply with Michigan's core curriculum, if any.

(2) The curricular plan may include a unique curricular element, a unique instructional delivery system, and/or a unique assessment process.

(3) The curriculum plan shall include a comprehensive program evaluation component.

B. Student Assessment.

Evaluation is an integral part of curriculum and instruction and should occur on a regular basis. Minimally, outcomes evaluation must be incorporated into the assessment plan. Alternative assessment strategies that highlight students' achievement of identified outcomes are strongly encouraged.

Indicators:

- (1) Student performance shall be assessed using the Michigan assessments designated under the School Code.
- (2) The Academy must administer bi-annually, at a minimal, a nationally recognized norm-referenced achievement test or program of testing approved by the University.
- (3) Assessment strategies must be appropriate to the educational goals of the public school academy.
- (4) The public school academy will use the assessment results to improve teaching and learning for students.

Section V: Physical Facility

The public school academy shall be operated at a site that is safe and appropriate for educational programming, and provides for the effective implementation of the curriculum.

A. Size.

The space and the configuration of the site shall be appropriate for effective implementation of the curriculum.

Indicators:

- (1) The facility includes adequate instructional space.
- (2) Instructional space is properly equipped with appropriate furnishings, teaching aids, and student learning materials.
- (3) The public school academy either has, or has access to, specialized space as needed (e.g., library with appropriate holdings, laboratory with adequate equipment and supplies, musical instruments and practice rooms, studios, performance space, technology center, vocational shops, gymnasium, athletic fields, food preparation and dining facilities, etc.).
- (4) The facility has an adequate heating and ventilation system, and, whenever possible, air conditioning.
- (5) The public school academy contains adequate office space and equipment for the professional staff.
- (6) The public school academy has made arrangements for custodial and maintenance services.

B. Location.

The academy shall be located in Wayne, Oakland, or Macomb County.

Indicators:

- (1) The application includes an address and description of the facility.
- (2) The application includes documentation demonstrating the applicant's legal right to occupy the facility on or before the proposed opening date for the public school academy, or the steps to be taken to obtain that legal right and demonstration of ability to take those steps.

C. Compliance with School Code and Other Applicable Laws.

The facility complies with the State School Code and laws relevant to health, safety, and accessibility standards.

Indicators:

- (1) The facility and surrounding area is free from natural hazards and attractive nuisances.
- (2) Design plans, blueprints or other documents demonstrate that the facility will be in compliance with the Persons with Disabilities Act Act and the Americans with Disabilities Act.
- (3) Documentation demonstrates that the facility complies with the National Fire Protection and Life Safety Codes 101, sections 10 and 11.
- (4) The public school academy has property-all risk insurance in an amount sufficient to cover the total value of the academy's real and personal property.

Section VI: Budget and Finance

Adequate financial resources are available to meet operating, capital and start-up costs of the public school academy. The proposed operating budget is consistent with the needs of the public school academy.

Indicators:

- (1) A five-year financial projection for the public school academy includes consideration of all operating, capital and start-up costs and related funding sources. The applicant must identify financial resources on hand or committed resources from donors or other sources to fund costs of the public school academy not included in State aid.

(2) The proposed operating budgets include consideration for all elements of school operations.

(3) Adequate reserves are available to meet unplanned emergencies.

Section VII: Staffing and Governance Structure

A. Governance Structure

The governance structure is designed to provide for the orderly and effective operation of the public school academy, in compliance with all applicable state and federal laws.

Indicators:

(1) The public school academy utilizes a governance structure that through its board, in which considerable authority and responsibility is placed, engages in educational planning in collaboration with the school leader(s), staff, and community such that the primary focus is on academic achievement and accountability, in line with the mission and goals of the public school academy.

(2) Descriptions of administrative and staff responsibilities, qualifications and certification demonstrate attention to site-based cooperative governance.

B. Board of Directors

The Oakland University Board of Trustees ("University Board") requires that a public school academy meet the following criteria with respect to the method of selection, length of term, and number of members of its board of directors ("Academy Board"):

(1) Method of Selection. Oakland University's Director of Public School Academies and Urban Partnerships ("Director") is authorized to develop and administer an Academy Board selection and appointment process in accord with the criteria below:

a. Initial Academy Board. The University Board shall appoint the initial Academy Board by formal resolution. The Director shall recommend nominees for the initial Academy Board based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check, and reference checks. Each nominee shall be available for interview by the University Board or its designee. The University Board may reject any or all initial Academy Board nominees.

b. Subsequent Academy Board Members. The Oakland University Vice President for Academic Affairs and Provost ("Provost"), upon recommendation from the Dean of the Oakland University School of Education and Human Services ("Dean"), shall appoint all subsequent Academy Board members. The

Director shall recommend nominees to the Dean based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check and reference checks. Each nominee shall be available for interview by the Provost or the Provost's designee. The Provost may reject any or all subsequent Academy Board nominees.

c. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. Nominees shall submit the Public School Academy Board Member Questionnaire for review by the Director. If the Director elects not to recommend any of the Academy Board's nominees for a vacant position on the Academy Board, the Director may nominate and recommend an Academy Board member of the Director's own choosing for the vacant position, or may request additional nominees from the Academy Board.

d. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.

(2) Length of Term. The term of each member of the Academy's Board shall be for a period of three (3) years, except that of the members first appointed, approximately one-third shall be appointed for a term of three (3) years, approximately one-third shall be appointed for a term of two (2) years, and approximately one-third shall be appointed for a term of one (1) year. At its organizational meeting, the Academy Board shall designate a term for each of the initial board members appointed by the University Board. All subsequent appointments shall be for three (3) year staggered terms. The terms for each position shall begin on July 1st and end on June 30th of the pertinent year, except the terms of the initial positions which shall begin upon appointment and end on June 30th of the pertinent year.

(3) Number of Directors. The initial number of board member positions on the Academy Board shall be five (5). The number of board member positions shall never be fewer than five (5) or more than nine (9). If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the Provost, may deem that failure an exigent condition and appoint a replacement.

(4) Qualifications of Members. The Academy Board shall include only those individuals who are United States citizens and residents of the State of Michigan. To the extent possible, the Academy Board shall include (1) a parent or guardian of a child attending the school; (2) one professional educator, preferably a person with either elementary or secondary school administrative experience; and (3) one person representing the local community in which the Academy serves. Further to be qualified, members must submit all material requested by the PSA Office including but not limited to, an authorization to process a criminal background check of the nominee and submission annually of a conflict of interest disclosure as

prescribed by the PSA Office. The Academy Board shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) employees of the public school academy served by the Academy Board or independent contractors performing services for the public school academy; (3) any current or former director, officer, or employee of a management company that contracts with the public school academy served by the Academy Board; and (4) Oakland University officials or employees. A vacancy may be left on the initial board for a parent or guardian representative.

(5) Oath. All members of the Academy Board shall take and sign the constitutional oath of office, and shall cause a copy of such oath of office to be submitted to the Director. No appointment shall be effective prior to the taking and signing of the oath of office.

(6) Removal of Members. Any Academy Board member may be removed with or without cause by the Provost at any time, or with cause by a two-thirds (2/3) vote of the Academy Board.

With the approval of the Provost, the University's Director of the PSA Office may suspend an Academy's Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would impair the operations of the Academy.

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

(8) Resignation. Academy Board members may resign at any time by providing written notice to the Academy Board. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board or the Provost, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method described at B(1)(b).

(9) Board Vacancies. An Academy Board vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as required by applicable law. Any vacancy shall be filled as provided by the method of selection adopted by the University Board.

(10) Compensation. An Academy Board member shall serve as a volunteer. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses related directly to their duties as an Academy Board member.

(11) Other University Action. The University Board authorizes and directs the Provost to take any other actions associated with the governance of Academy Board members as may be necessary or appropriate to carry out the business of Oakland University as authorizing body of public school academies.

(12) Reservation of Rights. The foregoing notwithstanding, the University Board and its designee reserve the right at all times to review, rescind, remove, modify, ratify, or approve any Academy Board member.

(13) Compliance with Law. If at any time a change in applicable law makes illegal any of the requirements, obligations or actions set forth in or contemplated by the foregoing criteria, the affected parties shall comply with applicable law, as such law may be amended from time to time.

C. By-Laws.

A set of by-laws must exist, setting forth the procedures and policies for the effective governance of the public school academy.

D. Administrators.

Persons employed as a superintendent, principal, assistant principal or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the requirements mandated in School Code, as it may be amended from time to time.

E. Teachers.

Teachers shall be either state certified teachers with the appropriate qualifications to teach the level or subjects they are to be assigned to teach, or currently employed full-time Oakland University faculty members who have been granted institutional tenure, or have been designated as being on tenure track by the University. In general, the teaching staff shall be made up of teachers with varying degrees of experience.

Non-School Staff. Non-school staff including specifically Oakland University education students, may be employed or may volunteer to assist teachers in the instruction of children. In all cases, their activities within the classroom shall be directed and supervised by a certified teacher or Oakland University faculty member.

Section VIII: Contractual Relationship with Oakland University

The public school academy enters into a contract with the University on terms and conditions acceptable to the University and in compliance with the School Codes may be amended from time to time.

TERMS AND CONDITIONS

**TERMS AND CONDITIONS
OF CONTRACT**

DATED, AUGUST 15, 2015

ISSUED BY

THE OAKLAND UNIVERSITY BOARD OF TRUSTEES

CONFIRMING THE STATUS OF

UNIVERSAL ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

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

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

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

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

WHEREAS, the Oakland University Board of Trustees has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

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

ARTICLE I

DEFINITIONS

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

- (a) “Academy” means the Michigan nonprofit corporation named Universal Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, regulations promulgated thereunder, and any directives issued by applicable governmental agencies including, without limitation, the Governor, the Michigan Department of Education, the Superintendent of Public Instruction and the State Board of Education, that are applicable to public school academies and comport with enacted state and federal law; all as may be issued and amended from time-to-time.

- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy.
- (e) “Authorizing Resolution” means the Resolution adopted by the University Board on May 7, 2014 approving the issuance of a Contract to the Academy.
- (f) “Public Schools Academy Office Executive Director or “PSAO Executive Director” means the person designated by the University to administer the operations of the Public Schools Academy Office.
- (g) “Public Schools Academy Office” or “PSAO” means the office designated by the University as the initial point of contact for public school academy applicants and public school academies authorized by the University. The Public Schools Academy Office is also responsible for administering the University’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.
- (j) “Director” means a person who is a member of the Academy Board of Directors.
- (k) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the PSAO Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive Director, and is consistent with the PSAO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (l) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Public Schools Academy Office Executive Director that apply to a Management Agreement. The Public Schools Academy Office Executive Director may, at anytime and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (m) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support

from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.

- (n) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the PSAO Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive Director.
- (o) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Public Schools Academy Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Public Schools Academy Office Executive Director may, at anytime and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (p) “President” means the President of Oakland University or his or her designee.
- (q) “Resolution” means the resolution adopted by the University Board on August 6, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.
- (r) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (s) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (t) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated, August 15, 2015, Issued by the Oakland University Board of Trustees to Universal Academy Confirming the Status of Universal Academy as a Public School Academy.”
- (u) “University” means the Oakland University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.

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

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

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

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

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Oakland University. Oakland University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University voluntarily exercises additional powers given to it under the Code. Nothing in this Contract shall be deemed to be any waiver of the University's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University.

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

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, the Oakland University Board of Trustees and Oakland University. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy

and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the Oakland University Board of Trustees, or Oakland University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the Oakland University Board of Trustees or Oakland University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

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

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

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

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

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

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

Section 3.5. University Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University or its designee. The Academy shall submit a written request to the PSAO Executive Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The request will be submitted by the PSAO Executive Director for consideration and determination made by the University or its designee.

Section 3.6. Authorization of Employment. The University authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of Oakland University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and, (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees.

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

notify the Academy if the proposed transaction is disapproved. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the PSAO Executive Director. By not disapproving a proposed transaction, the PSAO Executive Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

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

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

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a body corporate authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

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

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

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

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

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, or spouse:
 - (i) Is employed by the Academy;
 - (ii) Works at or is assigned to the Academy;
 - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company.

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

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the Public Schools Academy Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Public Schools Academy Office;
- (b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University may reasonably request;
- (c) an annual education report in accordance with the Code;
- (d) an bi-annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Public Schools Academy Office Director; and
- (e) all tests required under Applicable Law.

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

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

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

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

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

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

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

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

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the PSAO a contract amendment, in a form and manner determined by the PSAO. The contract amendment shall include all information requested by the PSAO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. If approved the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

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

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

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

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

Section 6.17. Postings of AYP and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6A of the Code. The Academy shall comply with Part 6A and other parts of the Code that apply to public school academies.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time.

Section 8.3. Open Meetings Act. The Academy Board shall conduct all of its meetings in accordance with the Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. The records of the Academy shall be records subject to the provisions of the Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. As required by the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. As required by the Code, the Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

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

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University through its designee. The University, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University delegates to the President of the University or his/her designee the approval of amendments to the Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the University upon a majority vote of the Academy Board.

Section 9.3. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University or its designee. If the proposed amendment conflicts with any of the University's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the University, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.5. Emergency Action on Behalf of University. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation. An emergency situation shall be deemed to occur if the Public Schools Academy Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place. Upon the determination that an emergency situation exists, the Public Schools Academy Office Director may temporarily take action on behalf of the University with regard to the Academy or the Contract, so long as such action is in the best interest of the University and the Public Schools Academy Office Director consults with the University President or designee prior to taking the intended actions.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Termination by the Academy. At any time, for any reason, the Academy Board may terminate this Contract before the end of the Contract Term by presenting to the University a certified resolution requesting termination, not less than ninety (90) calendar days prior to the last day of operations, specifying the date of closing of the Academy, which date will not be earlier than the scheduled last day of the school year in which the notice was given.

Section 10.2. Termination by the University. The University may terminate this Contract before the end of the Contract Term as follows:

- (a) Termination Without Cause. Except as otherwise provided in subsections (b) or (c), the University, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place prior to the end of the school year in which the contract termination is requested. The Public Schools Academy Office shall provide notice of the termination to the Academy. If during the period between the University decision to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University may elect to initiate suspension or revocation of the Contract as set forth in this Article X.
- (b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University to make changes in the Contract that are not in the best interest of the University, then the University may terminate the Contract at the end of the Academy's school fiscal year in which the University's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:
 - (i) the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or
 - (ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.
- (c) Automatic Termination Caused By Placement of Academy in State School Reform/ Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the University may terminate this Contract at the end of the current school year.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University's process for suspending the Contract is as follows:

- (a) Public Schools Academy Office Director Action. If the PSAO Director determines that reasonable cause exists to believe that the Academy Board (i) has placed staff or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6; (v) has willfully or intentionally violated this Contract or Applicable Law; or (vi) has violated Section 10.5(e) or (f), the PSAO Director may immediately suspend the Contract, pending completion of the revocation procedures set forth in Section 10.6.
- (b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University after a decision by the PSAO Director to suspend the Contract, shall be retained by the University for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon request.

Section 10.4. Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.8, this Contract may also be revoked by the University upon a determination by the University, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

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

Section 10.5. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.8, the University may revoke this Contract, where the Academy fails to fulfill in proper manner its obligations under the Contract, or the Academy's violation of any of the explicit or implicit terms, conditions, covenants, promises, agreements, representations, requirements or warranties contained or incorporated into the Contract as determined by the University in its sole and absolute discretion .

In addition, the Contract may be revoked by the University pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (b) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the PSAO's approval;
- (e) The Public Schools Academy Office Director discovers negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (f) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the PSAO in connection with the University's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.
- (g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University; or
- (h) The University, its Trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.10 of the Terms and Conditions.
- (i) The Academy loses accreditation with the State.
- (j) The Academy is in default of any current or future purchase agreement or lease for the site.

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

- (a) Notice of Intent to Revoke. The PSAO Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke

shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

- (b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the PSAO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the PSAO Director prior to a review of the Academy Board's response.
- (c) Plan of Correction. The PSAO Director shall review the Academy Board's response and determine whether the plan for correcting the deficiencies is reasonable ("Plan of Correction") and may adopt, modify or reject any of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the PSAO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.
- (d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the PSAO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board or a conservator/ trustee to take over operations of the Academy. The PSAO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- (e) Effective Date of Revocation. If the University determines to revoke the Contract, the revocation shall be effective on the date of the University act of revocation, or at a later date as determined by the University. Notwithstanding any provision

contained herein to the contrary, the decision of the University to revoke or terminate this Contract is exclusively and absolutely within the discretion of the University, is final and is not subject to review by any court of the State, or otherwise.

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

Section 10.7. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Oakland County, Michigan, the Michigan Court of Claims or the Federal District Court for the Eastern District of Michigan – Detroit. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.7. This Section 10.7 shall not in any way be interpreted as an exception to the Academy’s covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.8. Automatic Amendment or Revocation by State of Michigan. If the University is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6A of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice includes all of the Academy’s existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University or the Academy. The University’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University shall forward a copy of the State’s Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in the State’s Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education with a copy to the PSAO.

Section 10.9. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform / Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Public Schools Academy Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Public Schools Academy Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.9 shall not in any way limit the rights of the University to terminate, suspend or revoke this Contract.

Section 10.10. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University determines that conditions or circumstances exist to lead the University to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University may take immediate action against the Academy pending completion of the procedures described in Section 10.6. As part of a reconstitution, the University may appoint a conservator/ trustee to manage the day to day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall be suspended and the conservator/ trustee shall act in place of the Academy Board. If this section has been implemented and the University determines the revocation to be appropriate, the revocation shall become effective immediately upon such decision.

Section 10.11. Academy Dissolution Account. If the University terminates, revokes or fails to issue a new Contract to the Academy, the PSAO Director shall notify the Academy that, beginning thirty (30) days after notification of the University's decision, the University shall direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the PSAO Director's notice, the Academy Board Treasurer shall provide the PSAO Director, in a form and manner determined by the PSAO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

Section 10.12. Obligations of the Academy. If the University terminates, revokes or fails to issue a new contract to the Academy all facets of the operations will be taken to a logical stopping point, a fiscal and technical report, and final audit will be prepared by the Academy and delivered to the University and the State Board within thirty (30) days of such action, and vendors and other parties to whom the Academy owes funds for services or products under legal and valid contracts or agreement will be entitled to receive just and equitable compensation from the Academy for any work performed or products delivered.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget. The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421, et seq. By July 1st of each year, the Academy Board shall submit to the Public Schools Academy Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 business days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Public Schools Academy Office.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name, as the "first named insured," insurance coverage as required by the University's insurance carrier.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the University on the insurance policies as an additional insured as required by the University's insurance carrier. The coverage provided to the University as an additional covered person or organization will be primary and noncontributory with the University's insurance carrier. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy for any reason other than nonpayment which would require a ten (10) day advance notice to the University. In addition, the Academy shall provide the Public School Academies Office copies of all insurance policies required by this Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the Public School Academies Office at least thirty (30) days prior to the proposed change. The Academy shall not cancel or change its existing carrier without the prior review of the Public School Academies Office.

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

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

Pursuant to Section 3.6 of these Terms and Conditions, the University requires that any Educational Service Provider or employee leasing company that enters into a contract with the Academy must obtain insurance coverage similar to the insurance coverage that is currently required for the Academy. Accordingly, any agreement between the Academy and an Educational Service Provider or employee leasing company shall contain a provision requiring the Educational Service Provider or employee leasing company to comply with the coverage requirements recommended by the University's insurance carrier. Furthermore, the agreement between the Educational Service Provider or employee leasing company and the Academy shall contain a provision stating that "in the event that the University's insurance carrier recommends any change in coverage by the Educational Service Provider or employee leasing company, the Educational Service Provider or employee leasing company agrees to comply with any changes in the type and amount of coverage as requested by the University or the University's insurance carrier within thirty (30) days after notice of the insurance coverage change."

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

Section 11.4. Lease or Deed for Proposed Single Site. The Academy shall provide to the Public Schools Academy Office copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to an Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to article IX of these Terms and Conditions.

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

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative. The Academy shall comply with Section 1230

and 1230a of the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with Section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. The Academy shall comply with Sections 1230c through 1230g of the Code. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an educational service provider contracting with the Academy.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy.

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

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

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

“Indemnification of Oakland University. The parties acknowledge and agree that the Oakland University Board of Trustees, Oakland University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Oakland University, which arise out of or are in any manner connected with Oakland University Board of Trustees’ approval of the Academy’s application, Oakland University Board of Trustees’ consideration of or issuance of a Contract, the Academy Board’s or the Educational Service Provider’s preparation for and operation of the Academy, or which are incurred as a result of the reliance by Oakland University, Oakland University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy

Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the Oakland University Board of Trustees is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy’s Contract is suspended, revoked, terminated or expires without further action of the parties.”

“Compliance with Academy’s Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Oakland University Board of Trustees. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.”

“Compliance with Section 12.18 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations Section 12.18(a) of the Contract Terms and Conditions.”

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. The Academy will put out for bid its ESP Management Agreement twelve (12) months before its current Management Agreement expires. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Public Schools Academy Office in a form and manner consistent with the ESP policies of the Public Schools

Academy Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Public Schools Academy Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without the need for any amendment under Article IX of these Terms and Conditions. The Public Schools Academy Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Public Schools Academy Office in the same form and manner as a new Management Agreement.

ARTICLE XII

GENERAL TERMS

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

If to the Oakland University Board of Trustees:	PSAO Executive Director Oakland University 420J Pawley Hall Rochester, Michigan 48309
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If to the University General Counsel:	General Counsel Oakland University 203 Wilson Hall Rochester, MI 48309
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If to the Academy:	Academy Board President Universal Academy 4833 Ogden Street Detroit, Michigan 48210
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Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for five (5) years until June 30, 2020, unless sooner terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the Oakland University Board of Trustees, Oakland University and its Board of Trustees members, officers, employees, agents, representatives, students or volunteers in their official and personal capacities harmless from and against any and all claims, demands, suits, damages, judgments or liabilities, losses or expenses, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University's receipt, consideration or approval of the Application, the University's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University as an authorizing body under Part 6A of the Code, the University's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University and its Board of Trustees members,

officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

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

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

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

Section 12.15 Reliance on Warranties. The Academy represents and warrants, intending the University to rely thereon, that it is and will remain in compliance with Applicable Law and each provision of this Contract. The Academy further represents and warrants, intending the University to rely thereon, that it has obtained and will maintain all the licenses, authorizations and permits necessary in connection with the performance of its obligations under this Contract.

Section 12.16. University or PSAO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University or PSAO policies regarding public school academies which shall apply immediately, and general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract.

Section 12.17. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.18. Information Available to the Public.

- (a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in the same manner

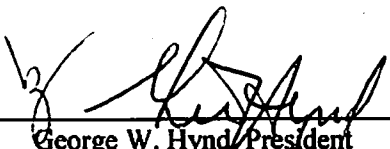
and to the same extent as is required for public schools and school districts under Applicable Law.

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

Section 12.19. Termination of Responsibilities. Upon termination or revocation of the Contract, the University or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

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

OAKLAND UNIVERSITY BOARD OF TRUSTEES

By:  _____
George W. Hynd/President

Date: 8/6/15

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

Universal Academy

By: _____
_____, Academy Board President

Date: _____

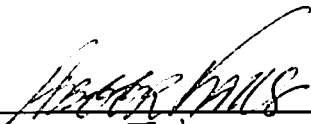
OAKLAND UNIVERSITY BOARD OF TRUSTEES

By: _____
George W. Hynd, President

Date: _____

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

Universal Academy

By: 
Abner Fahs, Academy Board President

Date: 7/28/15

CONTRACT SCHEDULES

Schedules

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

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT

for
UNIVERSAL ACADEMY

ID NUMBER: 749403

received by facsimile transmission on January 29, 2015 is hereby endorsed.

Filed on January 29, 2015 by the Administrator.


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



Sent by Facsimile Transmission

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 29th day
of January, 2015.*

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)
<div style="border: 1px solid black; padding: 5px;"><p>Intesar A. Elder, Esq. 660 Woodward Avenue, Suite 2490 Detroit MI 48226</p></div>		
		EFFECTIVE DATE: 

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

AMENDED RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

UNIVERSAL ACADEMY

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

1. The name of the corporation is: **UNIVERSAL ACADEMY**
2. The identification number assigned by the Bureau is: 749403
3. All former names of the corporation are: None
4. The date of filing the original Articles of Incorporation was: October 27, 1998.

The following Restated Articles of Incorporation supersedes the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation.

ARTICLE I

The name of the corporation is: **UNIVERSAL ACADEMY.**

The authorizing body for the corporation is: Oakland University Board of Trustees ("University Board").

1

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

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

ARTICLE III

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

The value of assets which the corporation possesses as of January 16, 2015 is:

Real Property: \$8,652,197.00 (building and adjoining land).

Personal Property: \$1,118,667.00 (furniture, equipment, and vehicles)

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

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

The corporation is organized on Directorship basis.

ARTICLE IV

The address of the registered office is:

4833 Ogden Street
DETROIT, MI 48210

The mailing address of the registered office is the same. The name of the resident agent at the registered office is MRS. NAWAL HAMADEIL.

ARTICLE V

The corporation is a public school academy and a governmental agency performing essential public purposes and governmental functions of the State of Michigan.

ARTICLE VI

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

ARTICLE VII

Before the issuance of a Contract to the corporation by the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

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

ARTICLE XI

These Articles of Incorporation shall not be amended except by the process provided in the Contract issued to the corporation by the University Board. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific amendments to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University designee may review and approve amendments to these Articles of Incorporation, provided, however, if deemed material they must be reviewed and approved by the University's General Counsel, then by the University's Board of Trustees.

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

Amendments to the Articles of Incorporation take effect only after this process is completed and the Articles of Incorporation are filed with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

ARTICLE XII

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

ADOPTION OF ARTICLES

These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out its purposes until the University Board issues a contract to operate a public school academy and the contract is executed by designated representatives of the corporation and the University Board.

These Restated Articles of Incorporation were duly adopted on the 10th day of December, 2014, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and were duly adopted by the Board of Directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

By: 

ABBER RAHS,

Its: PRESIDENT

CONTRACT SCHEDULE 2

BYLAWS

**RESTATED BYLAWS
OF
UNIVERSAL ACADEMY**

ARTICLE I

NAME

This organization shall be called **UNIVERSAL ACADEMY** (the “Academy” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of DETROIT, County of WAYNE, and State of Michigan.

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

ARTICLE IV

BOARD OF DIRECTORS

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

Section 2. University Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and

prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Oakland University Board of Trustees (the “University Board”).

ARTICLE V
MEETINGS

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

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

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

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

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

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

If less than a quorum is present at a meeting, a majority of the Academy Board then present can adjourn the meeting, providing such notice as is required under the Open Meeting Act.

Attachment: EXHIBIT II ~ RESTATED UA Bylaws_DEC 2014 (2124 : Adoption of Restated Bylaws)

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

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. If mailed, such notice shall be deemed to be delivered in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed delivered when it is sent. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section, except where a Director attends a meeting for the express purpose of objecting to the transaction or any business because the meeting is not lawfully called or convened.

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

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

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

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

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

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

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

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the

powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers of the Academy Board, as Directors of the Corporation, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Corporation may be reimbursed for reasonable expenses incident to their duties.

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such

officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

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

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

Section 6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office statute, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

ARTICLE IX

INDEMNIFICATION

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

power to indemnify such person against such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the Corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by (a) obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, (b) meeting any additional requirements set forth in the Contract to charter between the Academy and the University Board and (c) obtaining the written approval of the changes or amendments by the University President or his designee. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the University Board or its designee.

ARTICLE XI

CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by [unanimous] consent of the Academy Board on the 10 day of DECEMBER, 2014.



Secretary

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Oakland University Board of Trustees ("University"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Universal Academy, a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University or an officer or employee of Oakland University.

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

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

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

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

ARTICLE V

RECORDS AND REPORTS

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgement of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Oakland University Board of Trustees to Universal Academy.

BY: Mary G. Martin
Mary G. Martin, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: 9-23, 2015

CONTRACT SCHEDULE 4

OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Oakland University Board of Trustees ("University"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Universal Academy (the "Academy"), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

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

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Public Schools Academy Office, as it deems necessary to fulfill the University Oversight Responsibilities, may undertake the following:

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

k. Take other actions, as authorizing body, as permitted or required by the Code.

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

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

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

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

d. Report to the Public Schools Academy Office and General Counsel for the University within ten (10) business days of receipt of notice any litigation or formal proceedings alleging violation of any Applicable Law by the Academy.

e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Public Schools Academy Office within ten (10) business days of submission .

f. Provide proposed minutes of all Academy Board of Directors' meetings to the Public Schools Academy Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Public Schools Academy Office within five (5) business days after the minutes are approved.

g. Submit to the Public Schools Academy Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract and proof of naming of University as an additional insured. The Public Schools Academy will properly maintain the necessary insurance certificates evidencing the insurance required by this Agreement.

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

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

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

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

l. Submit to the Public Schools Academy Office copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Public Schools Academy Office of any changes to the Academy Board public meeting schedule. All of the Academy Board's public meetings will be conducted in compliance with the Michigan Open Meetings Act, MCL 15.261, et seq.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within ten (10) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Submit to the Public Schools Academy Office, the official enrollment of the Academy, once each semester after the official count date for the state of Michigan.

p. Submit to the Public Schools Academy Office immediately upon receipt of the Academy Board, copies of any and all documents, materials and other items provided or submitted to the Academy Board, regardless of the identity of the party providing or submitting such information (unless the disclosure of such information would breach the Academy's attorney-client privilege), and regardless of whether such items are submitted or provided before, during or after an open or closed meeting of the Academy Board.

r. Permit attendance of personnel of the Public School Academy Office or their designee(s) to the Academy Board's closed meeting sessions. The Academy will provide the Academy Office with reasonable notice of any such meeting.

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

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

ARTICLE III

RECORDS AND REPORTS

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

Section 3.02 Filing Place. All documents and information required to be filed with or submitted to the University pursuant to this Agreement will be submitted to the Public School Academy Office, School of Education and Human Services, Oakland University, 420 Pawley Hall, Rochester, MI 48309-4401.

ARTICLE IV

MISCELLANEOUS

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

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

ARTICLE V

TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP. The following described categories of information are specifically included within those to be made available by the Academy to the public on the Academy's website home page in the manner prescribed by the Michigan Department of Education and other Applicable Law, and the Public Schools Academy Office, in accordance with Section 12.18 of the Terms and Conditions:

A. Information to Be Made Publicly Available by the Academy.

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

15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s) and annual compensation and reimbursed costs paid to an ESP
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Overall student academic performance compared to the assessment strategies, measures and goals required by the Contract
31. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.18 of the Terms and Conditions:

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

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

Description of Staff Responsibilities

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article III, Section 3.6., the Academy is authorized to employ or contract for personnel according to the position information outlined in this schedule. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies adopted by Public School Academy Office.

- Administrative Assistant
- Assistant Principal and Instructional Coach
- Coordinator of Curriculum, Instruction, and Title I
- Coordinator of Food Services Program
- Coordinator of Tutorial, ESL, and Title III Programs
- Core Subject Specialist and Instructional Coach
- Counselor
- Dean of Student Affairs and Athletic Coordinator
- Dean of Student Affairs and Family Engagement Liaison
- Instructional Technician
- Instructional Technician and Substitute Teacher
- Library Aide
- Lunch Aide
- Nurse Aide
- Office Manager and Pupil Accountant
- Paraprofessional
- Principal
- Reading Recovery and Instructional Support
- School Social Worker
- Student Monitor
- Substitute / Paraprofessional
- Teacher
- Teacher and Director of Early Childhood Program
- Teacher and Instructional Coach



Hamadeh Educational Services, Inc.

Job Description

Job Title: Administrative Assistant	Department: Administration
Supervisor: Office Manager or Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Office Manager, to compile and keep records, issue reports, and perform clerical, administrative, and office tasks.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists in developing effective methods of managing, compiling, organizing and tracking department documentation. Performs tasks as assigned by Supervisor.
- Sets clear objectives for department, participates in improvement plans by sharing ideas and input to enhance services and programs.
- Assists in coordinating and managing calendar activities: conferences, school visits, seminars, workshops, speaking engagements, etc.
- Facilitates scheduling, enrollment activities, immunization updates, and communications.
- Assists in ordering and maintaining supply inventory and stock, provides follow up on purchase orders, packing slips, and receipt of purchases.

SUPERVISION AND IMPLEMENTATION

- Assists in monitoring student attendance by maintaining accurate timely records, generating hourly and daily attendance reports, and contacting parents and teachers when appropriate.
- Maintains up-to-date records of student packets, visitors, time cards, etc. Performs variety of clerical duties as assigned by Supervisor, Principal, and Superintendent.
- Assists in student admissions process, Main Office activities, and record keeping. Prepares agendas, notices, and reports for meetings.
- Effectively communicates with stakeholders; addresses their needs to ensure satisfactory customer service.
- Follows up with staff to collect assignments & reports and ensure compliance with HES policies.

PROFESSIONAL LEARNING OPPORTUNITIES

- Attends all school events, meetings, seminars, workshops, and activities as directed by the Supervisor, Office Manager Principal, and HES President. Not limited to Parent-Teacher Conferences, Open Houses, Orientations, PTC and Athletic Meetings, and Assemblies.
- Records meeting minutes; maintains Professional Development Binder, Professional Learning Sessions documentation, and sign-in forms. Ensures timely and complete participation in and documentation of meeting and PLOs where applicable.
- Provides staff with training sessions as assigned by Supervisor or Principal.
- Guides staff, students and parents to ensure the smooth operation of the school.
- Plans personal development goals to be consistent with and supportive of job requirements and HES student well-being

RESULTS AND DATA MANAGEMENT

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

REPORTING & COMPLIANCE

- Reports all complaints, actions, and issues related to school to Supervisor; maintains accurate records.
- Internalizes and reflects upon Supervisor directives and stakeholder feedback to improve individual performance; promotes positive working environment, operates professionally and courteously as exhibited by stakeholders' satisfaction.
- Assists in processing of all student enrollment and admissions documentation as may be required by local and State authorities, school Board & personnel, and HES administration.

- Complies with all District, school, and Departmental policies; upholds FERPA protections of confidentiality and proper daily operations.
- Records, tracks, and generate reports on student/staff attendance, late arrival, early dismissal, visitors, substitute/staff time cards as assigned; maintains accurate and updated database, records, reports, and checklists.

PROFESSIONAL QUALITIES

- Provides excellent customer service and relies on positive communication with all stakeholders.
- Maintains professional appearance and behaves in manner appropriate to a public setting and HES philosophy.
- Practices time management, performs all duties reliably, efficiently, with the highest ethics, and strong sense of commitment to the Academies & Management.
- Follows organizational system for documenting and communicating student progress and/or concerns to stakeholders.
- Channels concerns to administration for solutions; performs other duties as assigned. Demonstrates flexibility in unscheduled assignments, understands, adopts, and works consistently with HES mission.

SAFETY LEGISLATION

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

APPROVALS

All activities must be pre-approved by the immediate supervisor before their final implementation or as may be delegated by the COPA or by HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved first by the Superintendent/CAO or COPA and also presented to the Academy Board for final approval.

EXCLUSIONS

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CONFIDENTIALITY OF INFORMATION

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

SKILLS/EXPERIENCE:

- Oral, Written, and Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Computer and Keyboard Proficiency, Time Management.

EDUCATION AND TRAINING:

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

PHYSICAL DEMANDS:

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

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



Hamadeh Educational Services, Inc.

Job Description

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

BASIC FUNCTION:

Assists in the operation, evaluation and modification of the school programs offered by the Academy and strives to provide a safe and secure learning environment for students and staff under the direction of the School Principal. Responsible for introducing practices into classrooms by working with teachers and administrators with the goal of increasing student engagement, improving student achievement, and building teacher capacity; guides the development and effective implementation of the District and School Improvement Plans in accordance with the stated mission and vision of the Academy. As an Assistant Principal & Instructional Coach you will work as a colleague with classroom teachers to support student learning.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

ASSISTANT PRINCIPAL

- Assists in the overall operation of all school activities and programs by ensuring safety, quality performance and implementation of all HES and school policies.
- Assists the Principal in leading and directing the overall planning, development, implementation, and evaluation of the schools instructional and staff development programs, particular focus on assessments and student achievement.
- Participates in the coordination, development, and implementation of the School Improvement Plan (SIP).
- Assists in overseeing the development, implementation and monitoring of the ACP and summer plans and programs to ensure alignment with the SIP.
- Plans, evaluates, and recommends programs and student activities, special events, policies, goals and objectives ensuring their alignment with the SIP.
- Proactively participates in Department improvement plan by sharing ideas and input to enhance services & program.

INSTRUCTIONAL COACH

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

SUPERVISION AND IMPLEMENTATION

ASSISTANT PRINCIPAL

- Assists in the supervision, development, and implementation of the instructional program.
- Assists in defining and communicating the goals and expectations of the overall school program.
- Supervises and guides students consistent with school policies and guidelines.
- Assists in the selection of textbooks, curriculum materials and resources, supplies and equipment.
- Assists in the coordination and administration of all standardized testing, formative and summative assessments.
- Leads student/class supervision and instruction as needed.

INSTRUCTIONAL COACH

- Serves as a resource to the School Improvement Committee and works with school administrators to develop, implement and evaluate the school's Continuous Improvement Plan.
- Observes, provides guidance and support to assigned colleagues and participate in the formal evaluation process.
- Coordinates communication and planning among all learning communities and serve as the coordinator for the school curriculum in the assigned subject area of specialty.
- Coaches and mentors the teachers based on classroom observations & on teaching practices/techniques on a continual basis.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

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

RESULTS AND DATA MANAGEMENT

ASSISTANT PRINCIPAL

- Assists the Building Principal in supervising the local and State assessments.
- Ensures that parents are kept up-to-date of students' progress and concerns, as well as school events and activities.
- Supervises daily Academy operations, ensuring punctual student attendance, efficient operation of classrooms and subjects.
- Uses multiple sources of data to monitor and assess student achievement and effectively shape decision-making, goal formation, and student achievement recognition.

- Supervises and evaluates staff performance focusing on student achievement and ensuring accountability.
- Prepares, gathers, and keeps student and staff data in multiple ways and makes it available upon request

INSTRUCTIONAL COACH

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

REPORTING AND COMPLIANCE

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

PROFESSIONAL QUALITIES

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

SAFETY LEGISLATION

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

APPROVALS

All activities must be pre-approved by the immediate supervisor before their final implementation or as may be delegated by the COPA or by HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved first by the Superintendent/CAO or COPA and also presented to the Academy Board for final approval.

EXCLUSIONS

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CONFIDENTIALITY OF INFORMATION

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SKILLS/EXPERIENCE:

- Leadership, Supervision, Diplomacy, Organization, Planning, Professionalism, Time Management.
- Oral, Written, & Interpersonal Communication, Math Aptitude, Computer and Keyboard Proficiency.
- Positive communicator, Agent of Change, Teacher, Committed Learner, Innovative, Proactive, Visible, Inspirational, Visionary.
- Supervise and serve large and diverse number of students, staff, and community members.

EDUCATION/ TRAINING:

- Minimum of a bachelor's degree in education or related field or an equivalent combination of education and experience.
- Thorough knowledge of Michigan Core Curriculum.
- A minimum of three years of professional experience in an educational setting, school administration and supervision.
- To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

PHYSICAL DEMANDS:

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

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



Hamadeh Educational Services, Inc.

Job Description

Job Title: Coordinator of Curriculum, Instruction & Title I	Department: Administration – Instruction
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

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

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Collaborates with colleagues to construct benchmark lessons and to plan & manages the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Ensures that all textbooks are used effectively as a resource to meet curriculum goals and coordinates and/or supervises the creation/updating of themes/units within the department.
- Serves as the coordinator for the elementary curriculum in the all subject areas by identifying and assisting in the adoption of curriculum resources, maintaining inventory and ensuring effective implementation of curriculum resources.
- Oversees the implementation of Title I programs in compliance with all applicable policies, and guidelines
- Assists in the coordination and in development of an Annual Department Improvement Plan with clearly stated goals and objectives.
- Assists in purchasing and requisition of instructional materials.
- Works collaboratively with others on curriculum and instructional planning, department planning, and will utilize and implement feedback from supervisor.
- Assists with the coordination of the school's testing program, the writing of grants to aid in meeting the goals of the Continuous Improvement Plan, and other duties as may be assigned.

SUPERVISION AND IMPLEMENTATION

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

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

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

RESULTS AND DATA MANAGEMENT

- Collects data and establishes improvement plans based on the standardized tests results.
- Encourages and supports a process of properly reviewing and analyzing classroom assessment results, as well as sharing them with students and parents.
- Prepares, reviews and submits reports as required for Title I compliance purposes
- Assesses curriculum alignment through analysis of standardized assessments data, district assessments, benchmarks, Common Core State Standards (CCSS) and Grade Level Content Expectations (GLCES).
- Ensures Title I funding is properly and effectively expended.

REPORTING AND COMPLIANCE

- Accurately completes and submits in a timely manner all required reports per specifications.
- Prepares and submits all documentation required for department authorization and evaluation.

- Establishes and maintains completed workshop attendance and school visits in order to ensure equality of opportunity and identify ongoing needs.
- Complies with all District, school, and department-wide policies and follows established rules/guidelines. Serves on School Improvement Plan and Total Quality Management Committees.

PROFESSIONAL QUALITIES

- Provides for effective communication and relations between the administration and staff, and for building staff morale.
- Maintains department liaison with social, professional, civic, volunteer, and other community agencies and groups having an interest in the school within the department.
- Informs parents, staff, and students about the school programs' events and activities.
- Performs all duties with quality, efficiency, and loyalty to the School & its Management.
- Performs other duties as may be assigned by the Principal, HES President or her designee.

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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SKILLS/EXPERIENCE

Excellent Oral, Written, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer Literacy, Keyboard Skills, Time Management and Thorough knowledge of Michigan Core Curriculum

EDUCATION/TRAINING

- Minimum of a bachelor's degree in education or related field or an equivalent combination of education and experience.
- Thorough knowledge of Michigan Core Curriculum.
- A minimum of three years of professional experience in an educational setting, school administration and supervision.
- To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

PHYSICAL DEMANDS:

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

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Hamadeh Educational Services, Inc.

Job Description

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

BASIC FUNCTION:

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

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

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

SUPERVISION AND IMPLEMENTATION

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

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

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

RESULTS AND DATA MANAGEMENT

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

REPORTING AND COMPLIANCE

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

- Manages all aspects of food service program in compliance with MDE requirements and regulations.
- Maintains compliance with audit reports and funding reimbursement requirements.
- Collects and reports all lunch money per school and HES money handling policy.
- Adheres to all established policies, procedures and code of ethics.

PROFESSIONAL QUALITIES

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

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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SKILLS/EXPERIENCE:

Knowledge of foodservice program requirements, Basic computer Knowledge, Ability to maintain records and complete reports, Written and oral communication skills, Oral, Verbal and written Communication skills, Leadership Skills

EDUCATION/TRAINING:

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

PHYSICAL DEMANDS:

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

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

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Hamadeh Educational Services, Inc.

Job Description

Job Title: Coordinator of Tutorial, ESL & Title III Programs

Department: Administration- Instruction

Supervisor: Principal

Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

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

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

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

SUPERVISION AND IMPLEMENTATION

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

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

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

RESULTS AND DATA MANAGEMENT

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

REPORTING AND COMPLIANCE

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

PROFESSIONAL QUALITIES

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

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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CONFIDENTIALITY OF INFORMATION

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SKILLS/EXPERIENCE:

Proficiency in the Arabic Language is preferred (Speaking, Reading, Comprehension, and Writing). Thorough knowledge of Michigan Core Curriculum standards; ability to work well in culturally diverse setting; considerable knowledge of the personal computer and related software and its application to record keeping and office management; and ability to work independently and within a team environment.

EDUCATION/TRAINING:

- Minimum of a bachelor's degree in education or related field or an equivalent combination of education and experience.
- Thorough knowledge of Michigan Core Curriculum.
- A minimum of three years of professional experience in an educational setting, school administration and supervision.
- To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

PHYSICAL DEMANDS:

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

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



Hamadeh Educational Services, Inc.

Job Description

Job Title: Core Subject Specialist and Instructional Coach

Department: Academic - Instruction

Supervisor: Principal

Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Provides mentoring and coaching of teachers to ensure proper student instruction and progress in the core subject area(s) and guides the development and effective implementation of the District and School Improvement Plans in accordance with the stated mission and vision of the Academy.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENT

- Serves as the coach and mentor in the core subject area(s) to facilitate differentiated instruction and Collaboration among the teachers.
- Facilitates the proper construction of benchmark lessons; plans and manages the development of standards-based curriculum, instruction, and assessment plans and strategies.
- Facilitates the effective use all core subject(s) textbooks, resources and instructional materials to meet the curriculum goals and coordinates the creation/updating of themes/units within the core subject(s).
- Facilitates the purchase and requisition of instructional materials to support teachers and the SIP goals and keeps proper inventory.
- Works collaboratively with other team members and core subject specialists on curriculum and instructional planning, department planning, and will accept and act upon feedback from supervisor.
- Collaborates with administrators and teachers to ensure the proper implementation of the school's assessment program (Standardized and other types of assessments). Supports a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
- Ensures lesson plans are aligned with curriculum maps for the grade level/subject area, & the implementation of differentiated instruction to meet the varied learning styles, abilities, and needs of students in a culturally sensitive environment
- Serves as the facilitator for the core subject(s) by identifying and assisting in the adoption of curriculum resources and maintaining inventory.
- Facilitates the development of an annual core subject(s) plan with clearly stated goals and objectives.

SUPERVISION AND IMPLEMENTATION

- Serves as a resource to the School Improvement Committee and works with school administrators to develop, implement, and evaluate the school's Continuous Improvement Plan.
- Provides staff with ongoing classroom observations, walkthroughs and evaluations to ensure an accountable environment for students' well-being.
- Coordinates communication and planning among all learning communities and serve as the coordinator for the school curriculum in the assigned subject area of specialty.
- Provides feedback to teachers based on classroom observations & on teaching practices/techniques on a continual basis.
- Demonstrates leadership qualities, setting personal example at high standards in all regards.
- Ensures the Integration of appropriate technology tools and resources in planning and instruction to engage all students and promote learning and computer literacy.
- Observes, provides guidance and support to assigned colleagues and participate in the formal evaluation process.
- Coaches and mentors the teachers based on classroom observations & on teaching practices/techniques on a continual basis.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Participates in and provides professional learning opportunities that will enhance student achievement through improved lesson planning, curriculum alignment, implementation, and student assessment.
- Assists in the coordination of all school based professional learning opportunities linked to individual professional development plans, the School Improvement Plan, and individualized action plans.
- Assists with the training of early Associate and Professional Teachers, other core subject specialists and mentors within the same area of specialty.
- Participates in and provides Professional Learning Opportunities focused on data analysis of student achievement.
- Participates in the school improvement plan activities consistent with the SIP and school mission & guidelines.
- Attends & consistently contributes to the success of staff meetings, professional development sessions, & action items.
- Follows feedback from supervisor & school leaders based on professional methods consistent with the SIP, school mission, best practice and Michigan Expectation.
- Sets and reaches own goals for self-improvement consistent with the job requirements and/or school needs.

RESULTS AND DATA MANAGEMENT

- Guides, mentors and supports staff and ensures timely follow up and account
- Ability through ongoing classroom observations, walkthroughs and staff evaluations.
- Collects data, and establishes improvement plans based on varied student assessment results.

- Encourages and supports a process of properly reviewing and analyzing classroom assessment results, as well as sharing them with students and parents.
- Assesses curriculum alignment through analysis of standardized assessments, district assessments data, Michigan standard Exams, benchmarks, and Grade Level Content Expectations (GLCES).
- Coordinates and oversees various formative and summative assessments to evaluate students' performance.
- Analyzes students' test results and data, and uses the results to advance students' achievement by establishing and implementing instruction and improvement plans and sharing results with staff to inform instruction and students and parents to keep informed.
- Recognizes and promotes student achievement by encouraging the posting of student work and providing incentives and awards.

REPORTING AND COMPLIANCE

- Creates and maintains an accurate and organized system for documenting and communicating school and subject expectations and teacher evaluations.
- Accurately completes and submits in a timely manner report cards, assessment reports, all evaluations and as may be request.
- All required department reports are accurately and timely completed and updated per specifications (lesson plans, student attendance, portfolios, correspondence, grade book, lesson plan records, Progress Reports, logs, etc.).
- Implements all policies and/or rules governing student life and conduct per HES and school policies.
- Supports the administration in the supervision of students in the hallways, classrooms, at arrival, dismissal and during lunch.

PROFESSIONAL QUALITIES

- Participates in school committees that contribute to a more positive learning environment.
- Attends all Parent-Teacher conferences, Open Houses, and Orientations.
- Establishes and maintains positive interpersonal relationships with all children, parents/guardians, and fellow staff.
- Performs all duties with quality, efficiency, with the highest ethics, and loyalty to the Schools & their Management.
- Performs other duties as may be assigned by the Principal or Superintendent or her designee.

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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SKILLS/EXPERIENCE:

Oral and Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer Literacy, Keyboard Skills, Time Management

EDUCATION/TRAINING:

- Minimum of a Master's degree in education or related field or an equivalent combination of education and experience.
- Thorough knowledge of Michigan Core.
- A minimum of three years professional experience in an educational setting.

PHYSICAL DEMANDS:

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

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Hamadeh Educational Services, Inc.

Job Description

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

BASIC FUNCTION:

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

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

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

SUPERVISION AND IMPLEMENTATION

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

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

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

RESULTS AND DATA MANAGEMENT

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

- Maintains database and reports of all students assigned to counselor ensuring student transcripts and Power School reports are accurate and up-to-date.

REPORTING AND COMPLIANCE

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

PROFESSIONAL QUALITIES

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

SAFETY LEGISLATION

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APPROVALS

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SKILLS/EXPERIENCE:

Experience in individual, group and family counseling; experience working in schools; ability to meet face-to-face with students, develop rapport, provide information, counsel and refer; communicates effectively in-person and on the phone; participates as a team member; works and make decisions independently; intervene effectively in crisis, flexible to work occasional evenings.

EDUCATION/TRAINING:

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

PHYSICAL DEMANDS:

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

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Hamadeh Educational Services, Inc.

Job Description

Job Title: Dean of Student Affairs and Athletic Coordinator	Department: Administration
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Assists the Principal in managing all Student affairs related matters by providing for school-wide leadership in accordance with the stated mission and goals of the Academy.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

Dean of Student Affairs

- Coordinates the development of effective discipline techniques and strategies for teachers to use in the classroom.
- Collaborates with Social Worker and teachers to identify areas of needs in discipline and develop strategies for improvement.
- Coordinates the school-wide safety program and the crisis assessment and intervention team
- Assists in coordination of staff and student mentoring program.
- Prepares the necessary classroom and hallway postings for fire exits and safety prevention.
- Prepares fire, tornado, and lockdown drill schedule and oversees its implementation
- Oversees the proper set up of the school Clock and Bell System
- Schedules busing and field trip as may be directed by the Principal.

Athletic Coordinator

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

SUPERVISION AND IMPLEMENTATION

Dean of Student Affairs

- Supervises student discipline and oversees the implementation of the classroom and school discipline policies
- Assists teachers in providing and promoting positive learning environment that motivates students to be active learners and participants.
- Monitors and ensures compliance with school uniform policy and dress code
- Provides students with counseling, guidance and proper supervision as needed.
- Assists in monitoring the daily operation of all classrooms, subjects, and hourly attendance.
- Issues disciplinary detentions, reflection time and consistent with the Academy's discipline policy
- Consults with all departments on use of equipment, fire prevention and safety program.
- Supervises and handles all building and facility maintenance complaints and redirects them as necessary to the Building Manager and maintenance staff.
- Supervises students during lunch, recess, school events, safety drills, assemblies, arrival, dismissal and after-school sponsored events.
- Coordinates and supervises the student Safety Patrol Program
- Oversees the goal setting and implementation of Building & Safety Committee

Athletic Coordinator

- Supervises the students athletes, and students participating in extra-curricular activities
- Provides students athletes with counseling, guidance and proper supervision as needed
- Collaborates with the principals and assistant principals in scheduling and implementing the Physical education curriculum
- Assists in the recruitment and interviewing of qualified coaches and trainers as needed.
- Supervises and evaluate the coaches' performance, and recommend hiring, placement and transfer of coaches
- Works on increasing students' participation in athletic activities
- Conducts staff meetings related to the Athletic department as needed, takes and keeps proper minutes for each meeting
- Recruits parents, and staff to participate, and assists in the athletic program events
- Insures that all athletic department staff and student athletes understand and follow proper safety and accountability procedures

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

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

RESULTS AND DATA MANAGEMENT

- Tracks hourly and daily students' attendance by printing Absentee Reports periodically and following up on cases where students are suspected of cutting classes and/or excessive absenteeism.
- Creates files to track and monitor suspensions, time spent in the reflection Room, as well as all other disciplinary actions.
- Encourages students referred for disciplinary actions to create an action plan and oversees its implementation.
- Works closely with all parties involved in students affairs by constantly monitoring, evaluating and discussing progress and areas of improvement
- Assists the Principal with the School Improvement Plan (SIP) as needed.
- Analyzes disciplinary data and issues reports monthly to evaluate progress and recommends programs for improvements

REPORTING AND COMPLIANCE

- Formulates general safety policies and procedures to be followed in the academy in compliance with local, state, and federal Occupational Safety and Health Administration (OSHA) rules and regulations
- Inputs data and records of disciplinary referrals and infraction slips into the computer.
- Reports to the Superintendent and Business Office accident reports required by regulatory agencies.
- Participates in the investigation and recording of accidents and injuries on Academy premises.
- Adheres to all established policies, procedures and code of ethics.

PROFESSIONAL QUALITIES

- Organizes and files all disciplinary referrals, suspension notices, and negotiation forms on a routine basis.
- Keeps all manual and electronic files up to date
- Attends and assists in coordinating and directing school activities as may be directed by the Principal or Executive Director, such as Parent-Teacher Conferences, Open Houses, Orientations, PTC meetings, Athletic Meetings, events, etc...
- Maintains the privacy of students and their families by keeping all cases confidential and sharing with the appropriate parties only.
- Maintains open communication between parents, teachers and administrators, and promptly inform parents of any concerns and/or situations involving their children.
- Establishes and maintains positive interpersonal relationships with all children, parents/guardians and fellow staff.
- Backs up the Principal during her/his absence and/or as needed.
- Performs all duties with quality, efficiency with the highest ethics, and loyalty to the School & its management.
- Performs other duties as may be assigned by the Principal, the Superintendent, and HES President or her designee.

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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SKILLS/EXPERIENCE:

Oral Communication Skills, Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer, Literacy, Keyboard Skills, Time Management, Critical thinking skills

EDUCATION/TRAINING:

- Bachelors' Degree in Administration/Communication or any related field or a combination of education and experience.
- Must possess administrative training or is willing to enroll in school administration program at an accredited university in compliance with Public Act 205 section 380.1246, as follows: To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

PHYSICAL DEMANDS:

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

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Hamadeh Educational Services, Inc.

Job Description

Job Title: Dean of Student Affairs & Family Engagement Liaison	Department: Administration – Discipline
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

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

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVMENTS

- Coordinates the development of effective discipline techniques and strategies for teachers to use in the classroom.
- Effectively assists in the formulation & implementation of policies and procedures related to parental involvement activities.
- Helps evaluate parent/family involvement in the school through surveys, documentation of family/parent activities held, attendance sheets, etc.
- Effectively develops and recommends ongoing list of community resources that are needed & useful to students& parents.
- Effectively recommends changes to the department & procedures as needed to ensure achievement of goals & objectives.
- Collaborates with Social Worker & teachers to identify areas of needs in discipline and develop strategies for improvement.
- Coordinates the school-wide safety program and the crisis assessment and intervention team
- Assists in coordination of staff and student mentoring program.
- Prepares the necessary classroom and hallway postings for fire exits and safety prevention.
- Prepares fire, tornado, and lockdown drill schedule and oversees its implementation
- Schedules busing and field trip as may be directed by the Principal.
- Organizes, advertises and facilitates parent meetings/events.

SUPERVISION AND IMPLEMENTATION

- Supervises student discipline and oversees the implementation of the classroom and school discipline policies
- Assists teachers in providing and promoting positive learning environment that motivates students to be active learners.
- Monitors outside/community resources & programs and evaluates their effectiveness on student and parental involvement.
- Effectively evaluates current program guidelines that are in effect to reach optimal quality and efficiency.
- Monitors the effectiveness of parental surveys, PD's, activities and communications.
- Effectively interprets and implements the rules, State and Federal regulations, and policies of the Board of Education, as they relate to assigned areas of responsibility.
- Tracks and records stakeholders' suggestions for new program and activities for possible future implementation.
- Monitors and ensures compliance with school uniform policy and dress code
- Provides students with counseling, guidance and proper supervision as needed.
- Assists in monitoring the daily operation of all classrooms, subjects, and hourly attendance.
- Consults with all departments on use of equipment, fire prevention and safety program.
- Supervises students during lunch, recess, school events, safety drills, assemblies, arrival, dismissal & after-school events.
- Coordinates and supervises the student Safety Patrol Program

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

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

RESULTS AND DATA MANAGEMENT

- Tracks hourly and daily students' attendance by printing Absentee Reports periodically and following up on cases where students are suspected of cutting classes and/or excessive absenteeism.
- Tracks and monitors suspensions, time spent in the reflection Room, as well as all other disciplinary actions.
- Encourages students referred for disciplinary actions to create an action plan and oversees its implementation.
- Works closely with all parties involved in students' affairs by constantly monitoring, evaluating & discussing progress/needs.
- Continuously evaluates and makes recommendations to assessments and surveys.
- Observes, records and recommends programs/activities to parents for improving student achievement and behavior.
- Uses Data to guide decision-making, analyzes data and issues reports monthly to evaluate progress and recommends programs for improvements.

REPORTING AND COMPLIANCE

- Formulates general safety policies and procedures to be followed in the academy in compliance with local, State, and Federal Occupational Safety and Health Administration (OSHA) rules and regulations
- Inputs data and records of disciplinary referrals and infraction slips into the computer.
- Reports to COPA and Central Office accident reports required by regulatory agencies.
- Participates in the investigation and recording of accidents and injuries on Academy premises.
- Complies with all district, school, and department-wide policies & follows established rules & guidelines in daily operations
- Maintains and submits accurate & up-to date checklists & databases as required for efficient performance of assignments

PROFESSIONAL QUALITIES

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

SAFETY LEGISLATION

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

APPROVALS

All activities must be pre-approved by the immediate supervisor before their final implementation or as may be delegated by the COPA or by HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved first by the Superintendent/CAO or COPA and also presented to the Academy Board for final approval.

EXCLUSIONS

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

CONFIDENTIALITY OF INFORMATION

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

SKILLS/EXPERIENCE:

Oral Communication Skills, Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer Literacy, Keyboard Skills, Time Management, Critical Thinking Skills.

EDUCATION / TRAINING:

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

PHYSICAL DEMANDS:

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

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



Hamadeh Educational Services, Inc.

Job Description

Job Title: Instructional Technician & Substitute Teacher	Department: Academic – Instruction
Supervisor: Tutorial Programs Coordinator	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the classroom teacher, assists in the smooth and efficient operation of the classroom and provides challenged/at-risk students with individualized instruction.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists the classroom teacher in creating an orderly classroom environment conducive to learning and appropriate to the maturity and interests of the students.
- Collaborates with the classroom teacher to proactively plan and provide effective individual and group instruction, activities and projects that are relevant to student needs, interests and abilities.
- Follows Teacher lesson plans and maintains a detailed report as may be required.
- Collaborates with Teacher(s) with common goal to increase student achievement.
- Reports to duties on time and contributes to effectively ensuring student safety, orderly behavior and maintaining classroom routines.
- Performs job duties to support student achievement consistent with the job description.

SUPERVISION AND IMPLEMENTATION

- Collaborates with the classroom teacher to effectively implement lesson plans consistent with the needs and abilities of students and assists in maximizing instruction time to students who are at-risk, as needed.
- Communicates effectively in written and oral form.
- Handles confidential/sensitive information appropriately.
- Uses appropriate interventions when responding to student behaviors.
- Enforces the Academy's student discipline policies clearly and consistently.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

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

RESULTS AND DATA MANAGEMENT

- Maintains and updates student files and documentation of individualized instruction.
- Evaluates student achievement through review of assessment data and makes recommendations to Teacher on course of action best suited for student.
- Tracks students' daily assignments and evaluates students' performance and improvements as evidenced by progress reports and report cards.
- Uses data to inform decision-making, analyzes disciplinary data, evaluates progress, recommends programs for improvements and awards progress and achievement.
- Ensures lessons are effectively followed and student achievement is evident.

REPORTING AND COMPLIANCE

- Accurately completes and timely submits all required paperwork and up-to-date reports per specifications including records of individualized student activities.
- Demonstrates positive support to SIP.
- Documents students' progress and achievement in tutorial sessions.
- Tracks daily assignments and evaluates students' accuracy and completion of practice exercises/activities.
- Consistently and thoroughly completes the Individualized Instruction Reports.
- Complies with all Academy and department-wide policies and daily routines and guidelines.
- Collaboratively participates in Academy committees that contribute to a more positive learning environment.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication with all students and stakeholders.
- Fosters teamwork and demonstrates flexibility as to unscheduled assignments and/or placements and understands and works towards

the Academy's mission.

- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Follows an organizational system for documenting and communicating student progress and concerns.
- Performs all duties with quality, efficiency and commitment consistent with the Academy's mission.
- Performs other duties as may be assigned in writing by the Principal, Superintendent/CAO or her/his designee.

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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SKILLS/EXPERIENCE:

Strong oral and written and interpersonal communication skills, diplomacy skills, math aptitude, organizational skills, planning skills, professionalism, reading skills, computer literacy, keyboard skills and time management skills.

EDUCATION/TRAINING:

- Must have at least a bachelor's degree from a four-year accredited college or university (Which is accredited by either a regional accrediting agency or by the NCATE).
- Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
- Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind. Official Transcripts must be provided. Transcripts from a foreign University must be evaluated by an MDE accredited evaluation entity for US credit/degree equivalency.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Requires prolonged sitting or standing. Occasionally requires physical exertion to manually move, lift, carry, pull or push heavy objects up to 25 pounds. Occasional stooping, bending, kneeling, crawling and reaching. Ability to work indoors and outdoors year round.

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

Hamadeh Educational Services, Inc. is an equal opportunity employer



Hamadeh Educational Services, Inc.

Job Description

Job Title: Instructional Technician	Department: Academic – Instruction
Supervisor: Tutorial Programs Coordinator	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the classroom teacher, assists in the smooth and efficient operation of the classroom and provides challenged/at-risk students with individualized instruction.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists the classroom teacher in creating an orderly classroom environment conducive to learning and appropriate to the maturity and interests of the students.
- Collaborates with the classroom teacher to proactively plan and provide effective individual and group instruction, activities, and projects that are relevant to students' needs, interests, and abilities.
- Follows Teacher lesson plans and maintains a detailed report as may be required.
- Collaborates with teacher(s) with common goal to increase student achievement.
- Reports on duties on time and contributes to effectively ensuring student safety, orderly behavior, and maintaining classroom routines
- Performs job duties to support student achievement consistent with the job description.

SUPERVISION AND IMPLEMENTATION

- Collaborates with the classroom teacher to effectively implement lesson plans consistent with the needs and abilities of students and assists in maximizing instruction time to students who are at-risk as needed.
- Communicates effectively in written and oral form.
- Handles confidential/sensitive information appropriately.
- Uses appropriate interventions when responding to student behaviors.
- Enforces School's student discipline policies clearly and consistently.

PROFESSIONAL LEARNING OPPORTUNITIES

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

RESULTS AND DATA MANAGEMENT

- Maintains and updates student files and documentation of individualized instruction.
- Evaluates student achievement through review of assessment data and makes recommendations to teacher on course of action best suited for student.
- Tracks students' daily assignments and evaluates students' performance and improvements as evidenced by progress reports and report cards.
- Uses data to inform decision-making, analyzes disciplinary data and to evaluate progress and recommends programs for improvements and award progress and achievement.
- Ensures lessons are effectively followed and student achievement is evident.

REPORTING AND COMPLIANCE

- Accurately completes and timely submits all required paperwork and up-to-date reports per specifications including records of individualized student activities.
- Demonstrates positive support to School Improvement Plan.
- Documents students' progress and achievement in tutorial sessions.
- Tracks daily assignments and evaluates students' accuracy and completion of practice exercises /activities.
- Consistently and thoroughly completes the Individualized Instruction Reports.
- Complies with all district, school, department-wide policies and daily routines and guidelines.

- Collaboratively participates in school committees that contribute to a more positive learning environment.

PROFESSIONAL QUALITIES

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

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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SKILLS/EXPERIENCE:

Strong Oral and Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer, Literacy, Keyboard Skills, Time Management

EDUCATION/TRAINING:

- Must have at least a bachelor's degree from a four-year accredited college or university (Which is accredited by either a regional accrediting agency or by the NCATE.
- Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
- Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind. Official Transcripts must be provided. Transcripts from a foreign University must be evaluated by an MDE accredited evaluation entity for US credit/degree equivalency.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Requires prolonged sitting or standing. Occasionally requires physical exertion to manually move, lift, carry, pull, or push heavy objects up to 25 pounds. Occasional stooping, bending, kneeling, crawling and reaching. Ability to work indoors and outdoors year round

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



Hamadeh Educational Services, Inc.

Job Description

Job Title: Library Aide	Department: Instruction
Supervisor: Librarian or Lead Library Technician	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the Lead Library Technician, assists in the smooth and efficient operation of the school library and in the full utilization of services, materials and resources offered to school, students, and staff.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists in planning for library related programs and events, by preparing material, setting up, supervising during the event and any other duties that may be required.
- Provides for effective management of library, to ensure smooth operation, and to maximize benefits to staff and students.
- Collaborates with the Director of Libraries and Instructional Resources to implement the school-wide and district Library programs and policies.
- Collaborates with the library staff team members to meet the scheduled service timely and efficiently and maintains efficient library scheduling hours.
- Ensures appropriate appearance, décor and learning environment of the library; and assists in creating, maintaining, and updating displays and signage.
- Distributes and schedules all technology equipment used for instructional purposes such as video cameras, digital cameras, VCR's, DVD players, projectors, TVs, cables for video streaming, etc., ensuring they are in good condition and have charged batteries.
- Attends to the needs of the circulation, acquisitions, cataloging and other operational activities or functions of the library.
- Redirect students and staff in compliance with the mandated rules & regulations.

SUPERVISION AND IMPLEMENTATION

- Supervises students in the library following the guidelines and recommendations of supervisor.
- Carry out the library's daily routines and activities and maintains a safe and enjoyable learning environment.
- Opens circulation desk for services on a daily basis including processing of holds, requests and overdue notices.
- Assists students and staff in the circulation procedures and policies of library materials.
- Performs all circulation related functions including check-in and checkout of materials.
- Assists in managing library inventory and fines.
- Processes laminating requests as authorized by supervisor and consistent with the policies stated in the Library Manual.
- Ensures proper shelving, straightening and reading of library materials takes place on a daily basis as well as mending/replacing damaged books and helping to catalogue new materials.
- Pulls library materials which need to be mended, discarded and/or replaced.
- Assists in cataloging of newly acquired materials, and Processes them for circulation.
- Assists in acquiring, labeling and taking inventory of library materials and resources as assigned.
- Schedules, sets up, and maintains media equipment for presentations during special events and for use in the classroom.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Performs routine self-evaluations to identify areas of strengths and needs and seeks ways to improve and enhance work related skills and knowledge.
- Attends Staff meetings, workshops, activities and training sessions as may be needed required
- Participates in recommended training programs, conferences, courses or other aspects of professional growth
- Attends all Parent-Teacher Conferences, Open Houses, and Orientations, as well as any other school events as required by supervisor, Principal, Superintendent & HES President.
- Assists in training of volunteers and community service student library assistants.
- Assists with media training for staff

RESULTS AND DATA MANAGEMENT

- Updates databases, spreadsheets and lists
- Monitors all incoming and outgoing book orders exhibiting timely return of circulation materials.
- Monitors student behavior and utilizes proper discipline action when necessary per policies and procedures.
- Prepares, receives and verifies library related orders.
- Collects and records fines for overdue or damaged materials.
- Performs a variety of clerical and computer-related tasks as assigned including preparation of spread sheets for purchase orders and data tracking.
- Uses data to effectively impact decision-making, goal setting, planning & awarding student achievement.
- Implements circulation processes (library users, processing materials, circulation desk, etc.)
- Ensures stakeholder satisfaction of library services as a result of effectiveness and efficiency.

REPORTING AND COMPLIANCE

- Follows an organizational system for documenting and communicating student progress and concerns with all Stakeholders.
- Completes all required paperwork in an accurate and timely manner.
- Complies with all District, school, and department-wide policies, procedures and code of ethics and follows established rules/guidelines in daily operations.
- Reports issues and concerns to Supervisor in a prompt and professional manner.
- Participates in PLOs where applicable and completes documentation in timely manner.

PROFESSIONAL QUALITIES

- Maintains professional appearance and behaves in a manner appropriate to a public setting.
- Performs reliably, dependably with a good record of attendance, punctuality, flexibility and time management.
- Performs all duties with quality, efficiency and commitment to the Schools & their Management.
- Performs other duties as may be assigned by the Supervisor, Superintendent and HES President or her/his delegate.
- Uses, manages, stores and analyzes data effectively and appropriately.
- Demonstrates professionalism in work ethics, handling confidential information & managing conflicts.

SAFETY LEGISLATION

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

APPROVALS

All activities must be pre-approved by the immediate supervisor before their final implementation or as may be delegated by the COPA or by HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved first by the Superintendent/CAO or COPA and also presented to the Academy Board for final approval.

EXCLUSIONS

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

CONFIDENTIALITY OF INFORMATION

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SKILLS/EXPERIENCE:

- Must be familiar with the library filing systems.
- Must be familiar with basic technology set ups such as TV's, VCR's, and DVD Players, Digital Cameras, PC-TV Adapters, Projectors, PA Sound System, and Video Recording equipment.
- Experience with inventorying and attention to detail accuracy
- Must be able to work in a multicultural environment
- Flexible, open-minded, and self-driven team member.

EDUCATION/TRAINING:

- Associates degree or higher
- Must be computer literate, well versed with the State "Computer Literacy Standards"
- Must possess administrative training or is willing to enroll in school administration program at an accredited university in compliance with Public Act 205 section 380.1246, as follows: To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

PHYSICAL DEMANDS:

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

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

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



Hamadeh Educational Services, Inc.

Job Description

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

BASIC FUNCTION:

To assist in preparing and serving meals to staff and students, as well as maintaining a safe and clean working area.

RESPONSIBILITIES:

DEPARTMENT PLANNING OPPORTUNITIES

- Adheres to sanitation and safety procedures as stated in the Michigan Food Code, HACCP guidelines and all standard food preparation and kitchen operations procedures
- Assists in preparation of meals, including but not limited to: washing, cutting, peeling vegetables. Cleaning, cutting and preparing meats, seafood and poultry. Stirs and strains soups and sauces. Carries pans, kettles and trays of food to and from work stations etc.
- Assembles food, dishes, utensils and supplies needed for timely meal preparation.
- Assists in coordinating all school functions involving food service with the school Principal.

SUPERVISION AND IMPLEMENTATION

- Follows standardized recipes.
- Operates kitchen equipment in a proper manner to assure safety as well as to avoid damage to the equipment.
- Cleans kitchen, service line and cafeteria area (wipes down tables and chairs and removes garbage, trays, etc.).
- Washes dishes, pots, pans and utensils using approved sanitation methods.
- Returns all items to their proper storage site.
- Completes routine maintenance of kitchen and equipment, including weekly deep cleaning.
- Serves staff and students on the service line in a professional and timely manner, while following portion control guidelines.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Performs routine self-Evaluation to identify areas of strengths and needs and seek ways to improve and enhance work related skills.
- Participates in recommended training programs, conferences, courses or other aspects of professional growth
- Attends all Parent- Teacher Conferences, Open Houses, and Orientations, as well as any other school events as required
- Attends meetings, seminars, workshops (MDE, MOR), and Servsafe certification class

RESULTS AND DATA MANAGEMENT

- Measures and reads measuring devices when following recipes
- Assists in PowerSchool data count.
- Assists in filing all necessary paperwork.

REPORTING AND COMPLIANCE

- Communicates effectively with staff and students.
- Observes school policies during all activities.
- Monitors, reports, documents and redirects any concerns/issues coming from students, staff or parent to the supervisor.
- Immediately reports any concerns or observations regarding food health and safety.

PROFESSIONAL QUALITIES

- Establishes and maintains positive interpersonal relationships with all children, parents/guardians and fellow staff.
- Establishes and maintains positive team spirit among all staff and the Academy community.
- Performs all duties with quality, efficiency and loyalty to the Academy and its management.
- Performs other duties as may be assigned in writing by the Principal or Superintendent/CAO or her/his designee.

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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

CONFIDENTIALITY OF INFORMATION

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SKILLS/EXPERIENCE

- Strong written and verbal communication skills

EDUCATION/TRAINING

- High school diploma or equivalent.
- Knowledge of sanitation and safety issues (training sessions will be provided).
- ServSafe certification preferred.

PHYSICAL DEMANDS:

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

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

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Hamadeh Educational Services, Inc.

Job Description

Job Title: Nurse Aide	Department: Nursing
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

To assist and care for sick students in accordance to the academy's guidelines and policies and performs necessary emergency care services such as CPR and First Aid for students and staff.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Proactively participates in department improvement plan by sharing ideas and input to enhance services & program.
- In collaboration with parents and staff, develops appropriate health management plan for students with special health needs.
- Effectively prioritizes services on the basis of medical urgency and need.
- Plans and implements appropriate measures to address crisis situations.
- Properly manages the time students spend at nurse's station to avoid overcrowding and unnecessary loss of instruction time.

SUPERVISION AND IMPLEMENTATION

- Provides care for sick students in accordance to the academy's guidelines and policies.
- Performs appropriate emergency care services such as CPR and First Aid for students and staff when needed.
- Follows a precise and consistent system for storing and administering medications.
- Collaborates with staff & administration to identify and act on health problems and situations interfering with learning.
- Effectively supervises students referred to Nurse Aide's office consistent with the school policies & guidelines.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Performs routine self-evaluation to identify areas of strengths and needs and seeks ways to improve and enhance work related skills.
- Participates in recommended training programs, conferences, courses or other aspects of professional growth when needed and effectively implements new strategies.
- Attends all Parent- Teacher Conferences, Open Houses, and Orientations, as well as any other school events as required.
- Ensures timely and complete participation in and documentation of PLOs where applicable.
- Plans and reaches own goals for self improvement consistent with the job requirements and/or school needs.
- Coordinates and implements school wide health awareness programs.
- Seeks and makes available outside resources that can be beneficial to students, their families and school personnel.

RESULTS AND DATA MANAGEMENT

- Ensures that students receive appropriate and sufficient health care services.
- Keeps accurate and up-to date physical and electronic emergency and daily incidents files in Nurse Aide's station.
- Ensures cleanliness, sanitary and efficiently set-up and organized Nurse Aides' station.
- Ensures communication with parents and staff is prompt, productive and well-documented.
- Compiles and analyzes students' health data to make informed recommendations to students, staff and parents.

REPORTING AND COMPLIANCE

- Communicates effectively with staff and students.
- Observes school policies during all activities.
- Monitors, reports, documents and redirects any concerns/issues coming from students, staff or parent to the supervisor.
- Immediately reports any concerns or observations regarding health and safety.
- Effectively follows supervisors directives and uses stakeholders feedback to improve own and department performance.
- Complies with all district, school, department-wide policies, daily routines & guidelines.
- Demonstrates professionalism in work ethics, handling confidential information & managing conflicts.
- Promptly reports cases of communicable diseases to supervisors.
- Demonstrates availability when needed.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication with administration, staff, students, parents/guardians and community.
- Follows an organizational system for documenting and communicating student progress and concerns with stakeholders.
- Participates collaboratively in school functions, activities, & committees for continued improvements.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Channels concerns to administration for solutions.
- Performs all duties with quality, efficiency and commitment to the School and its management.
- Performs other duties as may be assigned in writing by the Supervisor, Principal, Superintendent or her/his designee.
- Timely informs parents of any concerns related to their child(ren)'s health and safety.

SAFETY LEGISLATION

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SKILLS/EXPERIENCE

Oral, Written, and Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Computer and Keyboard Proficiency, Time Management

EDUCATION/TRAINING

- Certificate in Nursing Assistant

PHYSICAL DEMANDS:

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

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

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Hamadeh Educational Services, Inc.

Job Description

Job Title: Office Manager & Pupil Accountant	Department: Main Office
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

To perform all assigned responsibilities as the Office Manager & Pupil Accountant in an efficient manner by coordinating all main office activities including student enrollment, staff and student attendance, record keeping, phone activities and communication with parents, students and staff.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Maintains student records and files in an organized and accessible manner to include updating information, purging files on a regular basis and creating a new filing system, as needed.
- Maintains an organized office calendar and schedules enrollment activities, immunization updates, meetings, appointments and communications as needed.
- Maintains up-to-date postings on bulletin board in the main office and teachers' lounge.
- Maintains inventory of office supplies and orders additional supplies as needed; keeps supply rooms well organized.
- Operates standard office equipment including photocopy machine, computer and telephone.
- Arranges maintenance for office equipment as needed.
- Participates in department improvement plan by sharing ideas and input to enhance services and program.
- Sets clear goals and objectives for the department and plans daily and routine assignments for department staff.

SUPERVISION AND IMPLEMENTATION

- Supervises and evaluates office staff and provides assignments, training and support to ensure quality performance.
- Manages student admissions, main office activities and record keeping.
- Provides student attendance reports to the Principal and all Teachers on a daily basis.
- Brings serious tardy and absences to the attention of the Principal.
- Reports all complaints related to maintenance, facility, supply needs and discipline to the Principal; keeps records of all these complaints and subsequent action.
- Monitors, prepares and directs incoming and outgoing data and communications and reroutes information appropriately.
- Attends Academy events and activities as may be directed by the supervisor, such as parent-teacher conferences, open houses, orientations, etc.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Performs routine self-evaluation to identify areas of strengths and needs, develops work-related goals and objectives and seeks ways to improve and enhance work-related skills and knowledge.
- Participates in recommended training programs, conferences, courses or other aspects of professional growth.
- Attends all parent-teacher conferences, open houses and orientations, as well as any other Academy events as required by supervisor and/or Superintendent/CAO.
- Ensures timely and complete participation in and documentation of meeting minutes and PLOs where applicable.
- Plans and implements timely training and internal audits for the Academy and staff.

RESULTS AND DATA MANAGEMENT

- Inputs Academy data and records into the computer and generates statistical reports: enrollment, transportation, purchases, directories (students and parents, staff and vendors) and attendance.
- Provides administrative support for special projects to include research, compiling data and preparation of summary reports based on results.
- Composes and prepares correspondence related to potential attending students and maintains daily attendance records as assigned.

REPORTING AND COMPLIANCE

- Manages the main Academy office and handles all student enrollment packets, files, correspondence and reports as may be required by the local and state authorities as well as the authorizers, Academy Board, HES Board President or Principal.
- Keeps supervisor current with all regularly collected data and stakeholder concerns.
- Uses data to guide decision-making and make improvements to the department as needed.

ADMINISTRATIVE QUALITIES

- Assists parents and students as needed and greets visitors and directs them to appropriate personnel.
- Maintains good customer service and positive communication with all stakeholders.
- Reviews, routes and responds to, and/or reroutes, incoming mail as required by the supervisor and HES President.
- Follows an organizational system for documenting and communicating student admissions, drops, transfers and concerns with stakeholders.

- Answers multi-line telephone system; takes accurate messages; screens and directs telephone calls for upper management in a professional manner; checks phone messages at least three times daily.
- Makes copies of correspondence or other printed matter and prepares outgoing mail.
- Channels concerns to administration for solutions in the best interest of students and the Academy.
- Types correspondence, records, reports, memos and flyers as assigned.
- Performs all duties with quality, efficiency and commitment to the Academy and its management.
- Performs other duties as may be assigned by the supervisor or Superintendent/CAO or her/his designee.

SAFETY LEGISLATION

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SKILLS/EXPERIENCE:

Interpersonal skills, oral communication skills, written communication skills, telephone etiquette, professionalism, filing skills, organizational skills, time management skills, computer literacy, keyboard skills, proofreading skills and prior general office experience is required.

EDUCATION/ TRAINING:

High school diploma is required, Associate Degree in Science or Liberal Arts is preferred.

PHYSICAL DEMANDS:

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

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

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Hamadeh Educational Services, Inc.

Job Description

Job Title: Paraprofessional	Department: Academic – Instruction
Supervisor: Tutorial Programs Coordinator	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the classroom teacher, assists in the smooth and efficient operation of the classroom and provides challenged/at-risk students with individualized instruction.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists the classroom teacher in creating an orderly classroom environment conducive to learning and appropriate to the maturity and interests of the students.
- Collaborates with the classroom teacher to proactively plan and provide effective individual and group instruction, activities and projects that are relevant to students' needs, interests and abilities.
- Follows Teacher lesson plans and maintains a detailed report as may be required.
- Collaborates with Teacher(s) with common goal to increase student achievement.
- Reports to duties on time and contributes to effectively ensuring student safety, orderly behavior and maintaining classroom routines.
- Performs job duties to support student achievement consistent with the job description.

SUPERVISION AND IMPLEMENTATION

- Collaborates with the classroom teacher to effectively implement lesson plans consistent with the needs and abilities of students and assists in maximizing instruction time to students who are at-risk as needed.
- Communicates effectively in written and oral form.
- Handles confidential/sensitive information appropriately.
- Uses appropriate interventions when responding to student behaviors.
- Enforces the Academy's student discipline policies clearly and consistently.

PROFESSIONAL LEARNING OPPORTUNITIES

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

RESULTS AND DATA MANAGEMENT

- Maintains and updates student files and documentation of individualized instruction.
- Evaluates student achievement through review of assessment data and makes recommendations to Teacher on course of action best suited for student.
- Tracks students' daily assignments and evaluates students' performance and improvements as evidenced by progress reports and report cards.
- Uses data to inform decision-making; analyzes disciplinary data; evaluates progress; recommends programs for improvements; awards progress and achievement.
- Ensures lessons are effectively followed and student achievement is evident.

REPORTING AND COMPLIANCE

- Accurately completes and timely submits all required paperwork and up-to-date reports per specifications including records of individualized student activities.
- Demonstrates positive support to the SIP.
- Documents students' progress and achievement in tutorial sessions.
- Tracks daily assignments and evaluates students' accuracy and completion of practice exercises/activities.
- Consistently and thoroughly completes the Individualized Instruction Reports.
- Complies with all Academy and department-wide policies, daily routines and guidelines.
- Collaboratively participates in Academy committees that contribute to a more positive learning environment.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication with all students and stakeholders.
- Fosters teamwork and demonstrates flexibility as to unscheduled assignments and/or placements and understands and works towards the Academy's mission.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.

- Follows an organizational system for documenting and communicating student progress and concerns.
- Performs all duties with quality, efficiency and commitment consistent with the Academy's mission.
- Performs other duties as may be assigned in writing by the Principal, Superintendent/CAO or her/his designee.

SAFETY LEGISLATION

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SKILLS/EXPERIENCE:

Strong Oral and Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer, Literacy, Keyboard Skills, Time Management

EDUCATION/TRAINING:

- Must have at least 60 credit hours from a four-year accredited college or university. (Accredited by either a regional accrediting agency or by the National Council for the Accreditation of Teacher Education (NCATE).
- Credits earned at a community college are acceptable as long as a four-year accredited college or university accepts the transfer credits.
- Official Transcripts must be provided. Transcripts from a foreign University must be evaluated by an MDE accredited evaluation entity for US credit/degree equivalency.

PHYSICAL DEMANDS:

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

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Hamadeh Educational Services, Inc.

Job Description

Job Title: Principal	Department: Administration
Supervisor: Superintendent & HES President	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the School Superintendent and HES President, the School Principal shall serve as the instructional and administrative leader of the Academy.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENT

- Directs the overall activities of planning, developing, implementing, and evaluating school's instructional and staff development with a special focus on student achievement.
- Provides leadership in curriculum, instruction, staff development and administration.
- Coordinates, develops and implements the School Improvement Plan.
- Oversees the Achievement Campers Program (ACP) and Athletic Programs, in collaboration with the ACP Coordinator and Athletic Program Director to ensure alignment with the school academic program goals and policies.
- Plans, evaluates, recommends and oversees programs, policies, goals and objectives in area of responsibility.
- Researches, recommends and implements programs and activities to improve the safety, discipline and health of students.
- Recommends and implements programs for proper utilization of the building, physical facilities, and school playgrounds.

SUPERVISION AND IMPLEMENTATION

- Supervises the instructional program, and evaluates, develops, and reviews the curricular offerings and instructional program.
- Supervises the daily operations of the Academy ensuring the smooth and efficient operation and is available for direct supervision.
- Supervise the development, implementation and monitoring of after school and summer programs.
- Plans and develops students, staff and school schedules in the best interests of the students and within HES guidelines and school policies.
- Supervises and guides students consistent with the school policies and guidelines.
- Supervises the selection of textbooks, materials, and equipment needed in the instructional programs.
- Recommends requisitions and adequate books, resources, supplies and equipment.
- Ensures all plans, recommendations and activities are consistent with and monitors the designated budget.
- Supervises building custodial care with facilities manager.
- Supervises the school food service program.

PROFESSIONAL LEARNING OPPORTUNITIES

- Recommends and directs committees and task teams as needed.
- Trains, supervises and evaluates personnel assigned to area of responsibility.
- Conducts a program of in-service education for assigned personnel.
- Plans, provides, or facilitates appropriate training and resources for students and staff consistent with the requirements.
- Conducts meetings with the staff, as are necessary, to the proper functioning of the school.

RESULTS AND DATA MANAGEMENT

- Coordinates the local and State student assessment program for the school & directs programs to improve student performance.
- Develops, recommends, administers consistent with the departments and programs budgets. Ensures that parents are kept up-to-date with timely communication of students' progress and concerns, as well as school events and activities.
- Supervises the daily operations of the Academy ensuring the classrooms and subjects are running smooth and efficient, and are available for direct supervision.
- Supervises and evaluates staff performance, focusing on student achievement and ensuring accountability.
- Uses data to effectively impact decision-making, goal setting, planning and awarding student achievement.

REPORTING AND COMPLIANCE

- Directs the planning for and coordinates implementation to special, federal and state-funded projects to ensure compliance and to meet student's needs.
- Prepares and submits compliance reports and documents, and records as required by law, Board policies, and administrative directives.
- Ensures that all School Board and HES policies are effectively explained and implemented.
- Keeps the Superintendent and HES President informed of main issues and concerns.

PROFESSIONAL QUALITIES

- Maintains liaison with social, professional, civic, volunteer, and other community agencies having an interest in the school.
- Serves as a role model and example for others to follow with responsible and caring work ethics.

- Assists in the interview, selection and assignment of personnel, certified and classified employees.
- Conducts a community relations program and coordinates it with the district program.
- Performs all duties with quality, efficiency and commitment to the Schools & their Management.
- Performs other duties as may be assigned by the Supervisor.

SAFETY LEGISLATION

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SKILLS/EXPERIENCE:

- Capability to supervise and be the custodian of a large and diverse number of students and staff and Academy community. Positive communicator and innovative leader; change agent and visionary; proactive and reactive leader; visible and inspiring leader; a teacher and life-long learner. Strong ability to work under severe pressure. Able to adapt to the various demands of the job and available to work long work hours to ensure quality and meeting state expectations
- Strong communication skills which include ability to speak, read and write effectively, ability to research new techniques and programs and communicate back to the Academy community. Ability to apply commonsense understanding to carry out instructions furnished in written, oral or diagram form, ability to deal with problems involving several concrete variables in standardized situations. Strong time management skills and strong background in computerized office (MS Word processing, spreadsheet, Excel, internet, PowerPoint, etc.).

EDUCATION/ TRAINING:

- Minimum of a bachelor's degree in education or related field or an equivalent combination of education and experience.
- Thorough knowledge of Michigan Core Curriculum.
- A minimum of three years of professional experience in an educational setting, school administration and supervision.
- To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

PHYSICAL DEMANDS:

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

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

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



Hamadeh Educational Services, Inc.

Job Description

Job Title: Reading Recovery & Instructional Support

Department: Instructional

Supervisor: Principal

Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Principal, serves as a consultant/resource person as well as instructor of students identified as eligible for reading services and recovery, using a variety of instructional techniques and literacy materials to improve reading and language arts skills.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Provides direct instruction to students identified as eligible for reading services and recovery in individual, small group or full classroom settings.
- Serves as an instructional leader for students and staff in guiding, directing, modeling evaluating and supervising Reading/Language Arts instruction across the curriculum.
- Assists in the development of the Reading/Language Arts curriculum in alignment with State, National.
- In collaboration with the Director of Curriculum, recommends changes and improvements as may be needed, including the formulation of curriculum objectives, and the selection, development and revision of curriculum materials.
- Works collaboratively with teachers to plan and implement clear objectives for all lessons, units and projects that best meet the learning needs of students.
- Works collaboratively with the Department Heads, Tutorial Coordinator and Tutorial Staff to develop, implement and coordinate a comprehensive K-12 literacy program.
- Provides guidance and develops resources and activities that enhance the effectiveness of the literacy and instructional program.
- Assists with the selection and administration of appropriate test instruments for assessing growth of students in the developmental literacy program.
- Assists with the coordination of school and community library services with the comprehensive school literacy program.
- Assists in assuring continuity between regular programs and other special areas (e.g., ESL and special education).
- Uses a variety of instructional techniques and literacy materials consistent with reading/language arts content standards and the needs and capabilities of the individuals or student groups involved.
- Creates a classroom environment and research-based program of study conducive to learning and appropriate to the maturity and interests of the students.

SUPERVISION AND IMPLEMENTATION

- Effectively plans for and supervises all departments' student assessments for early identification of students who are behind to facilitate diagnostic information gathering, targeting instruction and intervention strategies.
- Uses identified needs to guide the learning process toward student achievement of district's reading/language arts content standards.
- Assists in the coordination, preparation, and purchase of curriculum materials and resources for the literacy program as directed
- Supervises guides and redirects students when performing assessments and delivering instruction to ensure focus on achievement and academic progress.
- Supervises orientation of new instructional staff regarding the philosophy, procedures and materials for the school literacy program as directed
- Observes literacy lessons and provides feedback to teachers to improve literacy instruction.
- Assists in directing and developing contests, games, fairs and activities to promote students' interest in reading.
- Ensures that all requirements of program and procedures are carried out properly and deadlines are met.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Participates in conferences, workshops and other staff development opportunities related to literacy instruction and recovery.
- In coordination with the Principal, plans, organizes, and facilitates in-service training and development for staff consistent with the SIP and departmental needs.
- Helps locate order and promote materials to improve reading instruction.
- Attends meetings and training sessions as may be needed and effectively implements new strategies and improvements of the reading/language arts teaching methods.
- Attends all school events and activities as may be directed, such as Parent-Teacher Conferences, Open Houses, Orientations, PTO Meetings, etc.
- Ensures timely and complete participation in and documentation of training sessions including PLOs as needed.
- Plans and reaches own goals for self improvement consistent with the job requirements and/or school needs.
- Utilizes supervisor directives and stakeholder feedback to improve performance.

RESULTS AND DATA MANAGEMENT

- Prepares timely school reports to present to the Principal and Superintendent and submits such reports and records as required by law, Board Policies, and Administrative Directives.
- Evaluates the literacy program and makes recommendations and assists with its implementation.
- Uses data to effectively impact decision-making, goal setting, planning and awarding student achievement.
- Assesses the reading strengths and needs of students on a regular basis and communicates these to classroom teachers and parents.
- Analyzes assessment data within the literacy program and uses results for determining student eligibility for intervention services and academic improvement for those obtaining reading recovery services.
- Monitors latest research, trends and developments in literacy curriculum instruction.
- Assists with the interpretation of formal and informal diagnostic test data to classroom teachers and administrators.
- Maintains current and accurate records to demonstrate student performance, achievement, and growth.
- Disseminates information to appropriate personnel with intent of providing philosophical direction to literacy program development.

REPORTING AND COMPLIANCE

- Maintains accurate, complete, and up-to-date records as required by law, district policy, and administrative guidelines and submits all required reports per specifications.
- Assists the administration in implementing policies and rules governing student life and conduct and developing reasonable rules of classroom behavior and procedure maintaining order in the classroom in a fair and just manner.
- Keeps supervisor informed of main issues and concerns.
- Complies with all district, school, and department-wide policies and complies with rules and guidelines in daily routines.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Plans and implements department guidelines and procedures including communication, meetings, training, etc.
- Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication between administration, staff, students, parents and community.
- Maintains liaison with social, professional, civic, volunteer, and other community agencies and groups having an interest in the school's literacy program.
- Consults frequently with classroom teachers on reading/literacy matters.
- Informs parents, staff and students about the literacy programs' events and activities as directed.
- Attends all school events and activities as may be directed by the Principal or Superintendent such as Parent-Teacher Conferences, Open Houses, Orientations, PTO meetings, Athletic Meetings, events, if needed etc.
- Establishes and maintains positive team spirit among all staff and the administration.
- Follows an organizational system for documenting and communicating student progress and concerns with stakeholders.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Collaboratively participates in school committees that contribute to a more positive learning environment.
- Performs all duties with quality, efficiency and commitment to the School & its management.
- Performs other duties as may be assigned in writing by the Principal, the Superintendent or her/his designee.
- Demonstrates availability when needed.

SAFETY LEGISLATION

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

APPROVALS

All activities must be pre-approved by the immediate supervisor before their final implementation or as may be delegated by the COPA or by HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved first by the Superintendent/CAO or COPA and also presented to the Academy Board for final approval.

EXCLUSIONS

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

CONFIDENTIALITY OF INFORMATION

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

SKILLS/EXPERIENCE:

Oral Communication Skills, Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer, Literacy, Keyboard Skills, Time Management

EDUCATION / TRAINING

- A current Michigan teaching certificate with a K-12
- Reading Endorsement is recommended
- Willing to participate in training as required for the position

PHYSICAL DEMANDS:

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Issued & Approved by: Name & title :	Signature:
Employees Name & title :	Signature:

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Hamadeh Educational Services, Inc.

Job Description

Job Title: School Social Worker

Department: Student Services

Supervisor: Principal or Coordinator of Special Programs

Employer: Hamadeh Educational Services(HES)

BASIC FUNCTION:

Performs the functions outlined in the Michigan Administrative Rules for Special Education. Provide direct and indirect services to students, parents, and school staff at assigned academies.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Provides adequate direct and/or indirect services for students with behavior, emotional, learning and other impairments/disabilities if and when the Academies have such cases.
- Collaborates with the Principal, teachers, and other school personnel to improve the use of existing school programs and procedures. Also, plans and implements new programs and procedures related to the educational, social and emotional needs of students.
- Plans, organizes, recommends school programs to help students improve their academic achievement and become successful at their grade level.
- Plans, organizes, recommends, and schedules appropriate direct in-service training programs or courses for parents and students, including determining training needs programs.
- Identifies problems and situations interfering with the students' abilities in optimal use of the educational experience.
- Participates with school staff in altering situations that are adversely affecting the personal, social-emotional, and active subjects and studies.
- Plans and implements new school-wide programs/procedures related to students' educational, social and emotional needs.
- Plans and implements individual and group social work sessions to guide and assist students as needed.
- Plans and implements appropriate measures to address crisis situations.
- Researches best practices and identifies resources to supplement class instruction for students with special needs.

SUPERVISION AND IMPLEMENTATION

- Provides assistance to teachers, school staff & parents in the interpretation of abilities and needs of individual students.
- Provides the IEP committees with comprehensive diagnostic evaluations and reports of at-risk students as needed.
- Shares data and data interpretation with proper staff and administration to ensure each student has equity and access.
- Collaborates with counselor(s) to provide activities designed to improve and support the emotional, behavioral and social skills development of students.
- Collaborates with staff & administration to identify and acts on problems and situations interfering with learning.
- Collaborates with the IEP Committees to determine the eligibility of students for resource room & social work services.
- Conducts individual student & group sessions using staff schedules in a way that is most conducive to learning.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Attends meetings, activities and training sessions as may be needed and effectively implements new strategies.
- Ensures timely and complete participation in and documentation of PLOs where applicable.
- Coordinates and develops resources within and outside of the school system that are beneficial to students, their families, and school personnel.
- Provides problem-solving services to students and their families through individualized groups and community social work methods; enabling those served to cope with problems adversely enhancing the ability of the students' to optimally acquire the educational experience.
- Plans and reaches own goals for self improvement consistent with the job requirements and/or school needs.
- Plans, provides or facilitates appropriate student, staff and parent training consistent with the SIP, IEP's & department needs.

RESULTS AND DATA MANAGEMENT

- Provides the individualized educational planning committees, with comprehensive diagnostic evaluations of students at risk, such as the emotionally impaired if and when the Academies have such cases.
- Collaborates with the individualized Educational Planning Committees in determining the eligibility of the emotionally impaired programs and services.
- Uses data to effectively impact decision-making, goal setting & planning in the best interest of students and the school.
- Utilizes appropriate resources and information to resolve concerns in a consistent and timely manner.
- Consistently updates, tracks, and analyzes data to inform progress or needed changes in social work services.

REPORTING AND COMPLIANCE

- Adheres to all established policies, procedures and code of ethics.
- Coordinates all IEP meetings, updates and record keeping.

- Documents and provides reports to the immediate supervisor of appropriate records, service logs, schedules, and other documentations as needed for management, planning and reporting.
- Complies with all district, school, department-wide policies and daily routines & guidelines.
- Collaborates with the administration and uses referral sources as needed in dealing with situations pertinent to external agencies.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication with administration, staff, students, parents and community.
- Follows an organizational system for documenting and communicating student progress and concerns with stakeholders.
- Performs all duties with quality, efficiency and commitment to the Academies & their Management.
- Performs other duties as may be assigned in writing by the Principal, Superintendent, and HES President, or her/his delegate.

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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CONFIDENTIALITY OF INFORMATION

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SKILLS/EXPERIENCE:

Oral and Written Communication Skills, Interpersonal Communication Skills, Leadership Skills, Ability to work with individuals from various backgrounds, Critical Thinking skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer Literacy, Keyboard Skills, Time Management

EDUCATION/ TRAINING

- Master's Degree in Social Work and eligibility for a Master's Level Social Work license or limited Master's Level Social Work License.
- Full or temporary school social work approval is also required to provide social work services in the school setting
- Must comply with all applicable laws related to the Administrator's certificate.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable

PHYSICAL DEMANDS:

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

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

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Hamadeh Educational Services, Inc.

Job Description

Job Title: Student Monitor	Department: Student Services
Supervisor: Dean of Student Affairs	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Monitor students' conduct during lunch hours, in the hallways, and throughout the school buildings to ensure proper order and safety.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Collaborates with supervisor to service and monitor students.
- Supervises students in a proactive and alert manner during lunch time to include, but not limited to, walking up and down cafeteria aisles monitoring students, looking around to ensure that students are in their assigned seats, redirecting inappropriate behavior in a professional manner and assisting students as needed such as opening milk cartons, ketchup packets, etc.
- Student Monitor must be aware of and consistent with the following: lunch schedules, student safety, monitoring students and stopping them from running in the cafeteria, ensuring that students are raising their hands to get up, stopping students from playing with their food or throwing their food away before trying to eat it in time allowed and pay attention to allergic reactions among students and reporting them promptly to the closest administrator in charge.
- Categorizes priorities and demonstrates attentiveness to work schedule.
- Becomes familiar with the special skills and techniques required in dealing with students in special programs; should a problem occur, brings the student to the attention of the Principal.

SUPERVISION AND IMPLEMENTATION

- Performs outside arrival and dismissal supervision duties per the schedule assigned by supervisor.
- Monitors and immediately reports issues, graffiti and safety hazards to supervisor.
- Monitors student behavior during lunch, travel, in hallways and in the athletic program as may be assigned.
- Supervises student conduct while on board and makes sure they are following safety procedures.
- Appropriately handles minor class infractions according to the Academy and classroom policies.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Performs routine self-evaluation to identify areas of strength and need and seeks ways to improve and enhance work related skills.
- Attends staff meetings, activities and training sessions as required. Participates in recommended training programs, conferences, courses or other aspects of professional growth.
- Attends all Parent-Teacher Conferences, Open Houses and Orientations, as well as any other Academy events as may be required.
- Ensures timely and complete participation in and documentation of PLOs where applicable.
- Participates in department improvement plan by sharing ideas and input to enhance services and program.

RESULTS AND DATA MANAGEMENT

- Sets and reaches own goals for self-improvement consistent with job requirements and/or Academy needs.
- Observes and reports to certain areas in the Academy that require additional monitoring.
- Monitors and reports safety hazards with the appropriate Academy personnel.
- Establishes and maintains positive interpersonal relationships with all stakeholders.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts. Effectively performs administrative duties (i.e. copying, posting student work and assisting staff in non-instructional activities).

REPORTING AND COMPLIANCE

- Reports and documents any issues to supervisor.
- Adheres to all established policies, procedures and codes of ethics.
- Immediately reports any unusual circumstances, issues or observations regarding safety and compliance concerns to appropriate supervisor(s).
- Complies with all Academy, HES, department-wide, State and local rules and guidelines concerning safety.
- Communicates with supervisors any concerns about individual student's behavior, dress code or attitude which is not in line with Academy regulations and/or reflects need for immediate intervention.

PROFESSIONAL QUALITIES

- Demonstrates flexibility in unscheduled assignments and/or placements and understands, adopts and works towards the Academy's mission.
- Effectively follows directions as assigned by supervisor
- Performs all duties with commitment to the Academy and its management.
- Performs other duties as assigned by the supervisor, Principal or HES President or her designee.
- Communicates effectively and positively with staff, students and parents as needed.
- Follows an organizational system for documents and communicating progress and concerns with stakeholders.

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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

CONFIDENTIALITY OF INFORMATION

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SKILLS/EXPERIENCE:

Good work ethic; ability to understand and follow safety procedures; ability to lift and manipulate heavy objects; ability to operate a variety of equipment; ability to safely perform minor maintenance procedures; ability to read, understand, follow and enforce safety procedures.

EDUCATION/TRAINING

- High School Diploma or GED preferred

PHYSICAL DEMANDS:

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

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Hamadeh Educational Services, Inc.

Job Description

Job Title: Substitute/Paraprofessional	Department: Academic – Instruction
Supervisor: Tutorial Programs Coordinator	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the supervision of the classroom teacher, assists in the smooth and efficient operation of the classroom and provides challenged/at-risk students with individualized instruction.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Assists the classroom teacher in creating an orderly classroom environment conducive to learning and appropriate to the maturity and interests of the students.
- Collaborates with the classroom teacher to proactively plan and provide effective individual and group instruction, activities and projects that are relevant to student needs, interests and abilities.
- Follows Teacher lesson plans and maintains a detailed report as may be required.
- Collaborates with Teacher(s) with common goal to increase student achievement.
- Reports to duties on time and contributes to effectively ensuring student safety, orderly behavior and maintaining classroom routines.
- Performs job duties to support student achievement consistent with the job description.

SUPERVISION AND IMPLEMENTATION

- Collaborates with the classroom teacher to effectively implement lesson plans consistent with the needs and abilities of students and assists in maximizing instruction time to students who are at-risk, as needed.
- Communicates effectively in written and oral form.
- Handles confidential/sensitive information appropriately.
- Uses appropriate interventions when responding to student behaviors.
- Enforces the Academy's student discipline policies clearly and consistently.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

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

RESULTS AND DATA MANAGEMENT

- Maintains and updates student files and documentation of individualized instruction.
- Evaluates student assessment data and makes recommendations to Teacher on course of action suited for student.
- Tracks students' daily assignments and evaluates students' performance and improvements as evidenced by progress reports and report cards.
- Uses data to inform decision-making; analyzes disciplinary data; evaluates progress; recommends programs for improvements and awards progress and achievement.
- Ensures lessons are effectively followed and student achievement is evident.

REPORTING AND COMPLIANCE

- Accurately completes and timely submits all required paperwork and up-to-date reports per specifications including records of individualized student activities.
- Demonstrates positive support to SIP.
- Adheres to all established policies, procedures and codes of ethics.
- Maintains student records and files of individualized instructional activities.
- Documents student progress and achievement in tutorial sessions.
- Tracks daily assignments and evaluates student accuracy and completion of practice exercises/activities.
- Consistently and thoroughly completes the Individualized Instruction Reports.
- Complies with all Academy and department-wide policies and daily routines and guidelines.
- Collaboratively participates in Academy committees that contribute to a more positive learning environment.

PROFESSIONAL QUALITIES

- Maintains good customer service and positive communication with all students and stakeholders.
- Fosters teamwork and demonstrates flexibility as to unscheduled assignments and/or placements and understands and works towards the Academy's mission.
- Demonstrates professionalism in work ethics, handling confidential information and managing conflicts effectively.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.

- Follows an organizational system for documenting and communicating student progress and concerns.
- Performs all duties with quality, efficiency and commitment to the Academy and its management.
- Performs other duties as may be assigned in writing by the Principal or Superintendent/CAO or her/his designee.

SAFETY LEGISLATION

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APPROVALS

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EXCLUSIONS

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SKILLS/EXPERIENCE:

Oral communication skills, written communication skills, interpersonal communication skills, diplomacy skills, math aptitude, organizational skills, planning skills, professionalism, reading skills, computer literacy, keyboard skills and time management skills.

EDUCATION/TRAINING:

- Must have at least 90 credit hours from a four-year accredited college or university. (Accredited by either a regional accrediting agency or by the National Council for the Accreditation of Teacher Education ("NCATE").
- Credits earned at a community college are acceptable as long as a four-year accredited college or university accepts the transfer credits.
- Official Transcripts must be provided. Transcripts from a foreign University must be evaluated by an MDE accredited evaluation entity for US credit/degree equivalency.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Requires prolonged sitting or standing. Occasionally requires physical exertion to manually move, lift, carry, pull or push heavy objects up to 25 pounds. Occasional stooping, bending, kneeling, crawling and reaching. Ability to work indoors and outdoors year round.

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

Hamadeh Educational Services, Inc. is an equal opportunity employer



Hamadeh Educational Services, Inc.

Job Description

Job Title: Teacher and Director Early Childhood Program	Department: Administration – Instructional
Supervisor: Early Childhood Specialist or Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

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

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Directs the overall activities of planning, developing, implementing and evaluating the Early Childhood Program with a special focus on student achievement.
- Serves as an instructional resource and advisor for teachers and students in the Early Childhood Program and assist by further developing, supervising and evaluating the Early Childhood Program.
- Coordinating the development of the Early Childhood Program curriculum in alignment with the Michigan standards of early childhood.
- Recommends changes and improvements as may be needed, including the formulation of curriculum objectives and the selection, development and revision of curriculum materials.
- Collaborates with teachers to plan and implement units that best meet the learning needs of students.

SUPERVISION AND IMPLEMENTATION

- Monitors and oversees the daily operation of the Early Childhood Program classrooms and subjects.
- Coordinates, prepares and supervises the purchases of curriculum materials and resources for early childhood education.
- Provides for mentoring of the teachers and paraprofessionals in the Early Childhood Program to ensure effective academic program implementation as needed.
- Schedules, facilitates and conducts student home visits, parent/teacher conferences and maintenance of the classroom assessment toolkit (Creative Curriculum).
- Supervises and evaluates staff performance focusing on student achievement and ensuring accountability.
- Provides students with counseling, guidance and proper supervision as needed.
- Supervises the selection of textbooks, materials and equipment needed in The Early Childhood Programs.
- Reviews and recommends requisitions of adequate supplies, resources and equipment.
- Plans academic contests, activities and concerts, fairs and parents events.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Coordinates, participates and oversees all Educational Team meetings and Team activities.
- Plans, provides or facilitates appropriate training and resources for students and staff consistent with the requirements.
- Provides teachers with training individually or by groups as needed in Understanding by Design as a strategy to increase student understanding of the information they are learning.
- Fosters professional growth and provides professional assistance and mentoring to staff as required.
- Attends staff meetings and training sessions as may be needed.
- Plans and conducts department meetings and/or training as well as Academy-wide staff meetings and trainings when required.
- Coordinates and attends all Academy events and activities as may be directed, such as Parent-Teacher Conferences, Open Houses, Orientations, PTC Meetings, etc.
- Serves on SIP and Total Quality Management Committees.

RESULTS AND DATA MANAGEMENT

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

REPORTING AND COMPLIANCE

- Maintains accurate, complete and correct records as required by law, Academy policy and administrative regulation.
- Assists the administration in implementing all policies and/or rules governing student life and conduct.
- Develops reasonable rules and procedures for classroom behavior and maintains order in the classroom in a fair and just manner.

- Maintains accurate and up-to-date records of student work and results by constantly updating student portfolios and PowerSchool records.
- Completes and submits all required updated reports per specifications (lesson plans, student attendance, portfolios, correspondence, grade book, lesson plan records, progress reports, logs, etc.).
- Complies with all the Academy and department-wide policies, daily routines and guidelines.

PROFESSIONAL QUALITIES

- Participates in Academy committees that contribute to a more positive learning environment.
- Participates collaboratively in Academy functions, activities and committees and attends parent-teacher conferences, open houses and orientations.
- Assists in the interview, selection and assignment of personnel, certified and classified employees.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Performs all duties with quality, efficiency and commitment to the Academy and its management.
- Performs other duties as may be assigned in writing by the Principal, Superintendent/CAO and HES President or her/his designee.

SAFETY LEGISLATION

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

APPROVALS

All activities must be pre-approved by the immediate supervisor before their final implementation or as may be delegated by the COPA or by HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved first by the Superintendent/CAO or COPA and also presented to the Academy Board for final approval.

EXCLUSIONS

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

CONFIDENTIALITY OF INFORMATION

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

SKILLS/EXPERIENCE:

Oral Communication Skills, Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer, Literacy, Keyboard Skills, Time Management

EDUCATION / TRAINING

- Must have at least a bachelor's degree in the study of childhood education.
- Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
- Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
- Must meet all requirements established by the Michigan Department of Human Services ("DHS").
- Must be certified in adult/child/infant CPR and first aid

PHYSICAL DEMANDS:

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

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



Hamadeh Educational Services, Inc.

Job Description

Job Title: Teacher & Instructional Coach	Department: Academic - Instruction
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

The Instructional Coach is responsible for introducing practices into classrooms by working with teachers and administrators with the goal of increasing student engagement, improving student achievement, and building teacher capacity; guides the development and effective implementation of the District and School Improvement Plans in accordance with the stated mission and vision of the Academy. The Instructional Coach works as a colleague with classroom teachers to support student learning. Duties will focus on individual and group professional development that will develop the understanding of researched-based instruction. In order to focus on professional development, the Instructional Coach will provide support that is based on the goals and needs of individual teachers.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENT

Teacher

- Prepares for classes assigned and shows written evidence of preparation upon request of supervisor(s).
- Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
- Prepares and implements lesson plans that are aligned with curriculum maps for the grade level/subject area, & include activities for differentiated instruction to meet the varied learning styles, abilities and needs of students in a culturally sensitive environment

Instructional Coach

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

SUPERVISION AND IMPLEMENTATION

Teacher

- Meets and instructs assigned classes in the locations and at times designated. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.
- Encourages students to set and maintain standards of classroom behavior.
- Guides the learning process toward the achievement of curriculum goals and in harmony with the goals.
- Establishes clear objectives for all lessons, units, projects and the like to communicate these objectives to students.
- Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or students groups involved.
- Strives to implement, by instructions and action, the Board's philosophy of education and instructional goals and objects.
- Implements classroom routines and procedures that maximize instructional time and enhance the learning environment.
- Provides differentiated instruction to meet the individual needs and abilities of students.
- Integrates appropriate technology tools and resources in planning and instruction to engage all students and promote learning and computer literacy.

Instructional Coach

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

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

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

RESULTS AND DATA MANAGEMENT

Teacher

- Assesses the accomplishments of students on a regular basis, seeking the assistance of District specialist as required.
- Diagnoses the learning disabilities of students on a regular basis, seeking the assistance of District specialist as required.
- Plans and administers various assessments to evaluate students' performance, including portfolios/presentations/ projects/Achievement Series/tests).
- Analyzes students' test results and data, and uses the results to advance students' achievement by establishing and implementing instruction and improvement plans.
- Recognizes and promotes student achievement by posting student work, parental contacts, and providing incentives and awards.

Instructional Coach

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

REPORTING AND COMPLIANCE

Teacher

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

Instructional Coach

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

PROFESSIONAL QUALITIES

- Participates in school committees that contribute to a more positive learning environment.
- Attends all Parent-Teacher conferences, Open Houses, and Orientations.
- Establishes and maintains positive interpersonal relationships with all children, parents/guardians, and fellow staff.
- Performs all duties with quality, efficiency and loyalty to the Schools & their Management.
- Performs other duties as may be assigned by the Principal or Superintendent or her designee.

SAFETY LEGISLATION

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

APPROVALS

All activities must be pre-approved by the immediate supervisor before their final implementation or as may be delegated by the COPA or by HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved first by the Superintendent/CAO or COPA and also presented to the Academy Board for final approval.

EXCLUSIONS

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

CONFIDENTIALITY OF INFORMATION

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

SKILLS/EXPERIENCE:

Oral and Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer Literacy, Keyboard Skills, Time Management

EDUCATION/TRAINING:

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

PHYSICAL DEMANDS:

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

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

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Hamadeh Educational Services, Inc.

Job Description

Job Title: Teacher	Department: Academic – Instruction
Supervisor: Principal	Employer: Hamadeh Educational Services (HES)

BASIC FUNCTION:

Under the direction of the Principal, to create an educational environment, where all students will have the opportunity to receive the proper guidance and instruction, needed to promote their academic, social, mental, psychological, physical and emotional well being.

RESPONSIBILITIES:

DEPARTMENT PLANNING AND IMPROVEMENTS

- Prepares for classes assigned and shows written evidence of preparation upon request of supervisor(s).
- Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
- Prepares Lesson plans that are aligned with curriculum maps for the grade level/subject area and include activities for differentiated instruction to meet the varied learning styles, abilities, and needs of students in a culturally sensitive environment.
- Proactively participates in department improvement plan by sharing ideas and input to enhance services & program.
- Plans and implements individual and group learning sessions to guide and assist students as needed.
- Plans and implements appropriate measures to address crisis situations.
- Researches best practices and identifies resources to supplement class instruction for students with special needs.

SUPERVISION AND IMPLEMENTATION

- Meets and instructs assigned classes in the locations and at times designated, taking all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
- Encourages students to set and maintain standards of classroom behavior.
- Guides the learning process toward the achievement of curriculum goals and in harmony with the goals.
- Establishes clear objectives for all lessons, units, projects and the like to communicate these objectives to students.
- Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
- Strives to implement, by instructions and action, the Board's philosophy of education and instructional goals and objects.
- Implements classroom routines and procedures that maximize instructional time and enhance the learning environment.
- Provides differentiated instruction to meet the individual needs and abilities of students.
- Integrates appropriate technology tools and resources in planning and instruction to engage all students and promote learning and computer literacy.

PROFESSIONAL LEARNING OPPORTUNITIES (PLOs)

- Participates in the school improvement plan activities consistent with the SIP and school mission & guidelines.
- Attends & consistently contributes to the success of staff meetings, professional development sessions, and action items.
- Utilizes supervisor, school leader and stakeholder feedback to improve own and department performance consistent with the SIP, school mission, best practice and Michigan Expectation.
- Plans and reaches own goals for self improvement consistent with the job requirements and/or Academy needs.
- Plans, provides or facilitates appropriate student, staff and parents training consistent with the SIP, IEP's & department needs.
- Ensures timely and complete participation in and documentation of PLOs where applicable.
- Attends meetings, activities and training as needed and seeks opportunities and mentoring from designated staff for growth and professional development and effectively implements new teaching strategies.

RESULTS AND DATA MANAGEMENT

- Assesses the accomplishments of individual students on a regular basis, seeking the assistance of district specialist as required.
- Diagnoses the learning disabilities of students on a regular basis, seeking the assistance of district specialist as required.
- Participates in child study team meetings, IEP meetings and develops and implements lessons consistent with the IEP requirements.
- Plans and administers various assessments to evaluate students' performance, including portfolios/presentations/ projects/Achievement Series/tests).
- Analyzes students' test results and data, and uses the results to advance students' achievement by establishing and implementing instruction and improvement plans.
- Uses data to effectively impact decision-making, goal setting and planning in the best interest of students and the school.
- Consistently updates, tracks and analyzes data to inform progress or needed changes in academic achievement.
- Recognizes and promotes student achievement by posting student work, parental contacts, and providing incentives and awards.

REPORTING AND COMPLIANCE

- Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
- Assists the administration in implementing all policies and/or rules governing student life and conduct.

- Develops reasonable rules and procedures for classroom behavior, and maintains order in the classroom in a fair and just manner.
- Maintains up-to date records of students' work and results by constantly updating students' portfolios and Power School records.
- Completes and submits all required updated reports per specifications (lesson plans, student attendance, portfolios, correspondence, grade book, lesson plan records, Progress Reports, logs, etc.)
- Complies with all district, school, department-wide policies and daily routines and guidelines.

PROFESSIONAL QUALITIES

- Participates in school committees that contribute to a more positive learning environment
- Participates collaboratively in school functions, activities, and committees and attends Parent-Teacher conferences, Open Houses, and Orientations.
- Maintains good customer service and positive communication with administration, staff, students, parents/guardians and community.
- Follows an organizational system for documenting and communicating student progress and concerns with stakeholders.
- Attends to assignments punctually and considers the impact of his/her attendance on student achievement.
- Performs all duties with quality, efficiency and commitment to the Schools & their Management.
- Performs other duties as may be assigned in writing by the Principal or Superintendent or her/his designee.
- Channels concerns to administration for solutions.

SAFETY LEGISLATION

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APPROVALS

All activities must be pre-approved by the immediate supervisor before their final implementation or as may be delegated by the COPA or by HES President in writing. Activities that involve any business contractual agreements or monetary cost must be pre-approved first by the Superintendent/CAO or COPA and also presented to the Academy Board for final approval.

EXCLUSIONS

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

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SKILLS/EXPERIENCE:

Oral communication skills, written communication skills, interpersonal communication skills, diplomacy skills, math aptitude, organizational skills, planning skills, professionalism, reading skills, computer literacy, keyboard skills and time management skills.

EDUCATION/TRAINING:

- Must hold at least a bachelor's degree.
- Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
- Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.

PHYSICAL DEMANDS:

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

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

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

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of the 1st day of July, 2015, by and between HAMADEH EDUCATIONAL SERVICES, INC., a Michigan corporation ("Hamadeh"), and UNIVERSAL ACADEMY, a Michigan nonprofit corporation and public school academy (the "Academy") formed under Part 6A of the Revised School code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

RECITALS

The Academy is a charter school organized as a public school academy under the Code. The Academy has entered into an Agreement to Organize and Administer a Public School Academy between the Board of Trustees of Oakland University ("OU"), and the Academy (the "Contract") pursuant to which OU, as the authorizing body of the Academy, has granted the Academy the ability to organize and administer a Michigan public school academy. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

The Academy and Hamadeh desire to work together to develop and bring about a system of educational excellence and innovation at the Academy based, in part, on Hamadeh's school design, comprehensive educational program, and management principles.

The Academy desires that the selection and acquisition of instructional materials, equipment and supplies, all matters of compensation, fringe benefits, sick leave, long and short term disability, and all matters pertaining to the daily work schedule for teachers and staff, as well as the employment of same, become the exclusive responsibility of Hamadeh, to the extent permitted by law.

THEREFORE, in order to operate the Academy for the 2015-2016 school year and the continuation of the Academy thereafter, and to implement and maintain an innovative educational program at the Academy, the parties desire to establish this arrangement for the management and operation of the Academy, the Academy and Hamadeh mutually agree as follows:

ARTICLE I. CONTRACTUAL RELATIONSHIP

1.1 Authority. The Academy represents that it is authorized by law to enter into a contract with a private entity for the provision of educational management services to the Academy. The Academy further represents that it has been granted a Contract by OU to organize and operate a public school academy pursuant to the Code and applicable law. The Academy is authorized by OU to supervise and control the

Academy, and is invested with all powers necessary or desirable for carrying out the Educational Program, as hereinafter defined and contemplated in this Agreement.

1.2 Contract. The parties agree that Hamadeh, to the extent permitted by law, shall provide all employees, materials and supervision necessary for the provision of educational services to students of the Academy, and shall provide for the management, operation and maintenance of the Academy in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, educational goals, and methods to be used to monitor compliance with performance of targeted educational outcomes, all as previously adopted by the Board of Directors of the Academy (the "Academy Board"), submitted in the Academy's application to OU, and included in the Contract, as the same may be amended and supplemented from time to time by the Academy Board (the "Educational Program").

1.3 Status of the Parties. Hamadeh is not a division or any part of the Academy. The Academy is a body corporate and governmental entity authorized under the Code and is not a division or a part of Hamadeh. The relationship between the parties hereto was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any amendments executed pursuant to Section 16.7 hereof, that may exist from time to time.

1.4 Independent Contractor Status. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee, partner or agent. Hamadeh is not the agent of the Academy. No agent or employee of Hamadeh shall be determined to be the agent or employee of the Academy except as expressly acknowledged in writing by the Academy. Notwithstanding the foregoing, Hamadeh and its employees are designated as agents of the Academy for the limited purpose of allowing them access to educational records under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g. Hamadeh shall be solely responsible for its acts and the acts of its agents, employees, and subcontractors, whether or not those agents, employees or subcontractors are deemed to be acting as agents of the Academy.

1.5 Access. The Academy hereby grants to Hamadeh all access and occupancy to the Academy school building as necessary or convenient to Hamadeh for the purpose of fulfilling its responsibilities under this Agreement.

ARTICLE II. TERM

2.1 Term. This Agreement shall become effective as of July 1st, 2015 and end on June 30, 2020 (the "Initial Term"). Notwithstanding the previous sentence, this Agreement is terminable by the Academy prior to the end of the Initial Term, without penalty or cause, by giving reasonable written notice (which shall be no more than ninety (90) days) before the end of the Initial Term in accordance with Article X of this Agreement. This Agreement shall automatically renew for subsequent five-year terms (including, without limitation, the five-year termination option of the Academy) (the "Additional Term") unless notice to terminate is provided to either party at least 180 days prior to the end of each Additional Term. Notwithstanding anything stated to the contrary in this Agreement, the Academy may terminate the Additional Term without penalty or cause, by giving a ninety (90) day written notice.

ARTICLE III. DUTIES AND RESPONSIBILITIES OF HAMADEH

3.1 Responsibility. Hamadeh shall be responsible and accountable to the Academy's Board of Directors (the "Academy Board") for the administration, operation and performance of the Academy in accordance with the Contract and consistent with the implementation of the Educational Program. Neither Hamadeh nor the Academy shall be permitted to expend Academy funds on services in excess of the amount set forth in the Academy's annual budget approved and as amended from time to time by the Academy Board.

3.2 Educational Goals and Programs. Hamadeh agrees to implement the Educational Program. Should Hamadeh determine that it is necessary to modify the Educational Program, Hamadeh will make a recommendation to the Academy Board for the proposed changes. As required by the Contract, Hamadeh may implement such changes to the Educational Program only after they have been approved by the Academy Board and when required, OU.

3.3 Specific Duties. Hamadeh shall be responsible for all of the management, operation, administration, and education at the Academy. Such duties include, but are not limited to:

(a) Implementation and administration of the Educational Program, including administration of any and all extra-curricular and co-curricular activities and programs;

(b) Selection and acquisition of instructional materials, equipment and supplies. Equipment and supplies provided, or caused to be provided, to the Academy by Hamadeh with funds Hamadeh has received from sources other

than the Academy under Sections 5.1 or 5.3 shall remain the property of Hamadeh or the providing entity unless agreed in writing to the contrary;

(c) Hiring, management and supervision of all personnel, including provision of professional development for all instructional personnel and the personnel functions outlined in Article IX of this Agreement;

(d) Operation and maintenance of the school building to the extent consistent with any and all leases pertaining to the Academy site, and the installation of technology integral to the school design;

(e) Management of all aspects of the business administration of the Academy, including receiving, depositing, accounting for all funds belonging to the Academy, from any and all sources;

(f) Any provision of transportation or food service, for the Academy as the Academy Board decides shall be implemented pursuant to the Contract; and

(g) Any other function necessary or expedient for the administration of the Academy and implementation of the Educational Program.

3.4 Subcontracts. Subject to this Agreement, Hamadeh may subcontract the services it agrees to provide to the Academy, including, but not limited to transportation and/or food service. However, Hamadeh shall not subcontract the management, oversight or operation of the teaching and instructional program, or any other service for which the subcontractor would be paid twenty percent (20%) or more of the fee paid to Hamadeh pursuant to Section 5.1, except as specifically permitted and approved by the Academy Board.

3.5 Place of Performance. Hamadeh shall implement the instruction portion of the Educational Program at the Academy school building. Hamadeh may perform functions other than instruction, such as purchasing, professional development, and administrative functions, at any Hamadeh office, if any, unless prohibited by state or local law. Student records and financial books and records belonging to the Academy shall be maintained at the Academy school building in accordance with the Contract and in compliance with the Code and other applicable law.

3.6 Student Recruitment. The Academy Board shall establish recruitment and admission policies. Hamadeh shall implement such policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

3.7 Due Process Hearings. The Academy Board shall establish student discipline policies and procedures. Hamadeh shall implement such policies and procedures, which shall include, but not be limited to, providing students with due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records. The Academy Board shall provide students with a right to appeal directly to the Academy Board for any matter of discipline that includes the possibility of expulsion.

3.8 Other Legal Requirements. Hamadeh shall provide educational services that meet federal, state, and local requirements, and the requirements imposed under the Code, the Educational Program and the Contract.

3.9 Rules and Procedures. Hamadeh shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures as are approved by the Academy Board.

3.10 School Year and School Day. The school year and the school day shall be as provided in the Contract. The number of days of pupil instruction and the number of hours of pupil instruction shall not be extended by the Academy Board beyond the minimum number of hours and days of pupil instruction required under applicable law unless Hamadeh consents to such extension. If any extension is mandated by applicable state or federal law, Hamadeh shall implement those requirements.

3.11 Reporting. Hamadeh shall be responsible for and accountable to the Academy Board for student academic performance and the performance of Hamadeh's responsibilities as set forth herein. Hamadeh shall provide student academic performance information to the Academy Board on a quarterly basis to enable the Academy Board to reasonably monitor the students' academic performance and Hamadeh's performance under this Agreement.

3.12 Student and Financial Records. Notwithstanding anything in Section 3.5 to the contrary, all student and financial books and records belonging to the Academy shall be kept at the Academy school building and available for public inspection upon reasonable request in accordance with the Contract and in compliance with the Code and other applicable law.

3.13 Pupil Performance Standards and Evaluation. Hamadeh shall implement pupil performance evaluations that permit evaluation of the educational progress of each Academy student. Hamadeh shall be responsible for and accountable to the Academy Board for the performance of students who attend the Academy. At a minimum, Hamadeh will utilize assessment strategies required by the Contract and the Educational Program. The Academy Board and Hamadeh will cooperate in good faith

to identify other measures of and goals for students and school performance, including but not limited to parent satisfaction.

3.14 Services to Disabled Students and Special Education. Hamadeh shall provide special education services to students who attend the Academy in conformity with the requirements of state and federal law. Hamadeh may subcontract as necessary and appropriate, with the approval of the Academy Board and subject to the provisions of Section 3.4 for the provision of services to students who special needs cannot be met within the Educational Program. Such services shall be provided in a manner that complies with local, state, and federal laws and applicable regulations and policies.

3.15 Additional Programs and Services. The services provided by Hamadeh to the Academy under this Agreement consist of the Educational Program during the school year and school day, and age and grade levels, as set forth in the Contract, as such school year, school day, and age and grade levels may change from time to time. Hamadeh may, in its discretion, provide additional programs, including, but not limited to pre-kindergarten, summer school, academic camps and latch-key programs. In such event, Hamadeh may retain the full amount of any and all revenue collected from or for such additional programs, and Hamadeh shall be responsible for the full cost of providing such additional programs, including, but not limited to the costs of any additional liability insurance or costs incurred for personal injury lawsuits filed in connection with the provision of such additional programs.

3.16 Contract Between the Academy and OU. Hamadeh will not act in a manner which will cause the Academy to be in breach of the Contract.

ARTICLE IV. OBLIGATIONS OF THE ACADEMY BOARD

Subject to constraints of applicable law, requirements of the Contract, and its fiduciary obligations to the Academy, the Academy Board shall exercise good faith in considering the recommendations of Hamadeh, including but not limited to, Hamadeh's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets. Hamadeh shall not adopt or implement such recommendations without obtaining Academy Board approval. The Academy Board shall retain any authority it may possess to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance at the Academy or en route to and from the Academy. The Academy Board shall further retain the obligations, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment; nevertheless, unless otherwise prohibited by law, all procurement of supplies, materials, and equipment shall be through Hamadeh, provided that Hamadeh

complies with Section 1274 of the Code and the Academy Board's policies promulgated pursuant to Section 1274.

ARTICLE V. COMPENSATION AND PAYMENT OF COSTS

5.1 Compensation for Services.

(a) For the term of this Agreement, the Academy Board shall pay Hamadeh an annual management fee, based upon the state school aid that the Academy receives, directly or indirectly, from the State of Michigan pursuant to the State School Aid Act of 1979, as amended (the "State Aid Act"), for the particular students enrolled in the Academy ("SSA") as well as any additional funds ("Funds") the Academy receives, directly or indirectly as a result of Hamadeh's services that are not otherwise restricted (collectively, "Receipts"). The SSA will change according to annual amendments to the State Aid Act. For each school year, Hamadeh shall receive as compensation for its services a fee equal to ten percent (10%) of the Receipts.

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

5.2 No Related Parties or Common Control. As stated in Section 1.4 hereof, the relationship between the parties is that of independent contractor. Hamadeh does not have any role or relationship with the Academy that in any way limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. The Academy Board may not include any director, officer or employee of Hamadeh. It is agreed between the Academy and Hamadeh that none of the voting power of the governing body of the Academy will be vested in Hamadeh or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of Hamadeh will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. Further, the Academy and Hamadeh will not be members of the same controlled group, as defined in Section 1.150-1(f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.

5.3 Payment of Costs. In addition to the fee described in Section 5.1, the Academy shall reimburse Hamadeh for such costs that are consistent with each Academy annual budget approved by the Academy Board and incurred and expended by Hamadeh in providing the Educational Program and other goods and services pursuant to Articles III and Article IX of this Agreement. Such costs include, but are not limited to, salaries of Hamadeh non-executive employees providing direct services at or in connection with the Academy, employee benefits, professional development costs,

and subcontract services, recruitment, advertising, printing, legal fees, insurance, taxes, technology services, curriculum and instructional materials, textbooks, library books, computer and other equipment, software and computer applications, supplies, food service, transportation, special education, psychological services, athletic program services, and medical services for students, if any. Hamadeh shall submit an invoice for reimbursement by the Academy in a form satisfactory to the Academy Board (the "Statement of Costs"). In any event, no such costs shall be reimbursed unless the cost constitutes an actual and direct expense paid by Hamadeh to an unrelated party within the meaning of Internal Revenue Service Revenue Procedure 97-13. The Academy shall reimburse Hamadeh for any such costs incurred or paid by Hamadeh as a result of services provided or actions taken pursuant to Articles IV, VII, VIII, IX, X, and XIII (except as otherwise specifically indicated) of this Agreement. All acquisitions made by Hamadeh for the Academy with funds Hamadeh received pursuant to this Section 5.3 including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy.

5.4 Time and Priority of Payments. The fee due to Hamadeh pursuant to Section 5.1 shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. Hamadeh shall receive its fee under Section 5.1, as calculated pursuant to the preceding sentence, in such monthly installments as provided in the State Aid Act for the payment of SSA to the Academy. Installment amounts shall be due and payable within ten (10) days of receipt by the Academy of its monthly SSA.

(a) Payments of all costs listed in a Statement of Costs that has been delivered as provided in Section 5.3 shall be made by the Academy to Hamadeh on the last day of each month.

(b) The Academy shall satisfy its payment obligations under this Article to Hamadeh in the following order of priority: (1) to reimburse Hamadeh pursuant to Section 5.3 for sums due and owing for previous months; (2) to reimburse Hamadeh pursuant to Section 5.3 for sums due and owing for the current month; (3) to pay Hamadeh for installment payments due and owing pursuant to Section 5.1 for previous months; and (4) to pay Hamadeh for installment payments due and owing pursuant to Section 5.1 for the current month.

ARTICLE VI. REVENUE OF THE ACADEMY

6.1 Revenue Sources. In order to supplement and enhance the school aid payments received from the State of Michigan, and improve the quality of education at

the Academy, the Academy Board and Hamadeh shall endeavor to obtain revenue from other sources. In this regard:

(a) The Academy and/or Hamadeh shall solicit and receive grants and donations consistent with the mission of the Academy;

(b) Academy and/or Hamadeh may apply for and receive grant money, in the name of Hamadeh or the Academy;

(c) To the extent permitted under the Code, Hamadeh may charge fees to students for extra services such as summer and after school programs, athletics, and charge non-Academy students who participate in such programs; and

(d) All funds received by the Academy or by Hamadeh on behalf of the Academy from such other revenue sources shall inure to and be deemed the property of the Academy and shall be held in the custody and care of Hamadeh as provided in Subsection 3.3(e) hereof.

ARTICLE VII. AGREEMENTS WITH OTHER EDUCATIONAL INSTITUTIONS

The Academy acknowledges that Hamadeh may enter into similar management agreements with other public or private schools or educational institutions ("Other Institutions"). Hamadeh shall maintain separate accounts for all of the Academy funds and reimbursable expenses incurred on behalf of the Academy. If Hamadeh incurs authorized reimbursable expenses on behalf of Academy and Other Institutions which are not capable of precise allocation between the Academy and such Other Institutions, then Hamadeh shall allocate such expenses among all such Other Institutions and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Other Institutions, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy, or by Hamadeh for the specific benefit of the Academy, shall be maintained in separate accounts and used solely for the Academy.

ARTICLE VIII. REPORTING

8.1 Financial Reporting. Hamadeh shall provide the Academy Board with:

(a) A projected annual budget for the Academy prior to each school year in accordance with the terms of the Contract.

(b) Detailed monthly statements of all revenues received, from whatever source, with respect to the Academy, and detailed monthly statements of all direct expenditures for services rendered to or on behalf of the Academy, whether incurred on-site or off-site, upon request by the Academy.

(c) Monthly Statements of Costs as provided in Section 5.3 of this Agreement.

(d) Annual audited financial statements in compliance with state law and regulations showing the manner in which funds are spent at the Academy. Fees incurred and expended by Hamadeh for annual audits shall be reimbursed by the Academy. The Academy shall have the option of selecting, retaining and paying the auditor(s) directly.

(e) Any other fiscal or student performance reports required by the Academy, OU or the Michigan Department of Education, or as otherwise provided by law.

8.2 Reports on Academy Operations and Student Performance. Hamadeh shall provide, upon the request of the Academy, OU or the State of Michigan, or on quarterly basis, operations and student performance reports.

8.3 Other Information. Hamadeh shall provide the Academy other information on a periodic basis to enable the Academy Board to monitor Hamadeh's educational performance and the efficiency of its operations of the Academy, including such information as necessary to enable the Academy to comply with all applicable law.

8.4 Access to Records. Hamadeh shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of Hamadeh, and retain all of said records for a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. Hamadeh and the Academy shall maintain the proper confidentiality of personnel, students and other records as required by law. All Academy financial records retained by Hamadeh pertaining to the Academy shall be available to either the Academy or OU for inspection and copying upon reasonable request.

8.5 Review of Budget. The Academy Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy as proposed by Hamadeh.

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

8.7 Compliance with Section C.2 of ESP Policy. Hamadeh shall make information concerning the operation and management of the Academy, including

without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section C.2 of the ESP Policy.

ARTICLE IX. PERSONNEL AND TRAINING

9.1 Personnel Responsibility. Subject to the Contract and Academy Board policies, Hamadeh shall determine staffing levels, and to select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Educational Program.

9.2 Principal. Because the accountability of Hamadeh to the Academy is an essential foundation of this Agreement, and because the responsibility of a principal ("Principal") is critical to its success, the Principal will be an employee of Hamadeh and Hamadeh will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The employment contract with the Principal and the duties and compensation of the Principal shall be determined by Hamadeh, subject to Section 9.8 below. The Principal and Hamadeh, in turn, will have similar authority to select and hold accountable the teachers assigned to work at the Academy. Although the Principal will be a Hamadeh employee, Hamadeh agrees to consult with the Academy Board prior to hiring the Principal. If, at any time, the Academy Board is dissatisfied with the performance of the Principal, Hamadeh will remove the Principal from the Academy.

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

9.4 Support Staff. Hamadeh shall determine the number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel, and the like. Hamadeh shall provide the

Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the discretion of Hamadeh, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools managed or operated by Hamadeh.

9.5 Employer of Personnel. Except as specified in this Agreement, all teaching, Support Services, and other non-teaching personnel performing functions on behalf of the Academy shall be employees or subcontractors of Hamadeh. Compensation of all employees of Hamadeh shall be paid by Hamadeh. For purposes of this Agreement, "Compensation" shall include salary, fringe benefits, and state, federal, local, and social security tax withholdings. Hamadeh shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Hamadeh shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Hamadeh shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees, as if it were a public school academy under the Code. Teachers employed by Hamadeh shall not be considered teachers for purposes of continuing tenure under MCLA §38.71 et seq. Hamadeh or the Academy Board may remove the Principal or any teacher if the Academy Board is dissatisfied with their performance at the end of a fiscal year.

9.6 Training. Hamadeh shall provide training in its methods, curriculum, program, and technology, to all teaching personnel on a regular and continuous basis. In addition to outside training, Hamadeh's teaching staff shall utilize their own professional abilities to provide in-service training to each other. Non-instructional personnel shall receive such training as Hamadeh determines as reasonable and necessary under the circumstances.

9.7 Educational Consultant. At any time during the term of this Agreement, the Academy Board may contract with an educational consultant to review the operations of the Academy and the performance of Hamadeh under this Agreement. Such educational consultant shall be selected by the Academy Board and may be a member of the Academy Board. Hamadeh shall cooperate with such educational consultant in the performance of his or her responsibilities to the Academy Board. Notwithstanding anything contained in this Article IX or elsewhere in this Agreement to the contrary, Hamadeh shall have no authority to select, evaluate, assign, supervise or control any educational consultant selected by the Academy Board. The performance evaluation of Hamadeh shall be reviewed at an Academy Board meeting and shall be submitted to the Authorizer in accordance with the Master Calendar of Reporting Requirements schedule.

9.8 Academy Employees. Nothing in this Article IX shall be read or construed to preclude the Academy from hiring employees, who shall report and be accountable to the Academy Board. Hamadeh shall cooperate with such employee(s) in the performance of his or her responsibilities to the Academy Board. Notwithstanding

anything contained in this Article IX or elsewhere in this Agreement to the contrary, Hamadeh shall have no authority to select, evaluate, assign, supervise or control any person employed by the Academy Board. In the event the Academy hires employees, the Academy shall maintain a separate roster setting forth the name and position for each employee, and shall be solely responsible for all matters relating to each employee, including hiring, firing, evaluation, instruction, training, and compensation. In the event the Academy hires employees, the Academy agrees to indemnify, defend and hold harmless Hamadeh and its members, officers, employees, agents and representatives from all claims, demands, or liability, including attorney fees, and related expenses, which arise out of or are in any manner connected with this Section 9.8.

ARTICLE X. TERMINATION OF AGREEMENT

10.1 Termination.

(a) By Hamadeh. Hamadeh may terminate this Agreement prior to the end of the terms specified in Article II in the event the Academy Board fails to remedy a material breach within 60 days after receiving written notice from Hamadeh. A material breach includes, but is not limited to, Hamadeh's failure to receive any fee or reimbursement as required by the terms of Article V of this Agreement. Hamadeh may also terminate this Agreement if the Academy makes decisions regarding the personnel, curriculum, or program substantially inconsistent with the recommendations of Hamadeh. Termination shall not relieve the Academy of any obligations for payments outstanding to Hamadeh as of the date of termination. Hamadeh may also terminate this Agreement if the Contract is revoked by OU if such revocation was not, in any way, caused by Hamadeh.

(b) By Academy.

(i) The Academy may terminate this Agreement prior to the end of the terms specified in Article II in the event that Hamadeh shall fail to remedy a material breach within 60 days after receiving written notice from the Academy Board. Material breach includes, but is not limited to: (1) failure to account for its expenditures or to pay Academy operating costs as required under this Agreement (provided funds are available to do so), (2) failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Academy Board which are not in violation of the Contract, this Agreement, or law, (3) any action or inaction by Hamadeh which leads to the revocation of the Contract by OU, or (4) failure to abide by and meet educational goals set forth in the Contract.

(ii) The Academy may terminate the Agreement without cause after the third year of any five year renewal period upon 90 days' written notice to Hamadeh.

(c) Termination by Either Party. If Hamadeh and the Academy Board are unable to agree on changes to the Educational Program or other policies that affect the Academy in a significant way, either party may elect to terminate this Agreement at the end of each fiscal year, provided the terminating party gives the other party at least ninety (90) days' written notice prior to termination and the opportunity within the ninety (90) day notice period to negotiate an agreement on the educational policies at issue.

(d) Agreement Coterminous with Academy Contract. If the Contract is suspended, revoked, or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties to the Contract.

10.2 Change in Law. If any federal, state or local law or regulation, or court or administrative decision or Attorney General's opinion has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of this Agreement and if the parties are unable or unwilling to renegotiate the terms within 90 days after negotiations begin and after making good faith efforts which shall include the use of a third party arbitrator for alternative dispute resolution pursuant to Article XV, the party requesting the renegotiation may terminate this Agreement as of the end of the academic year.

The Academy may also terminate this Agreement if, at any time, the laws regarding payments to the Michigan Public School Employees' retirement System or any other public retirement system on behalf of employees assigned by Hamadeh to work at the Academy, or the laws regarding tenure, change such that teachers or principals and assistant principals employed by Hamadeh must be covered by such retirement or tenure laws.

10.3 Time of Termination/Expiration and Disposition of Funds and Property.

(a) Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, the termination will not become effective until the end of the academic year in which the notice of termination was given. Notwithstanding the preceding sentence, any termination that results from a change in law as specified in Section 10.2, any violation of the applicable law or revocation of the Contract shall be effective immediately upon receipt of notice of such termination.

(b) Personal Property. Upon termination or expiration of this Agreement, for any reason, Hamadeh shall have the option to reclaim any personal property which has been purchased, or leased from a party other than the Academy, with Hamadeh funds, provided Hamadeh was not reimbursed for such funds from the Academy pursuant to Section 5.3. All personal property purchased or leased by Hamadeh with funds received pursuant to Section 5.3 shall remain the personal property of the Academy.

(c) Accounting. Upon termination or expiration of this Agreement, Hamadeh shall give an immediate accounting of all funds of the Academy and shall immediately send to the Secretary of the Academy Board statements of all accounts containing funds belonging to the Academy.

(d) Future Advances/Out-of-Pocket Expenses. Upon termination or expiration of this Agreement, for any reason, all future advances or out-of-pocket expenses paid by Hamadeh with Hamadeh's own funds, which were incurred on or before receipt of notice of termination, shall be immediately repaid by the Academy unless otherwise agreed in writing by Hamadeh, provided such advances and expenses relate to Hamadeh's services and performance under this Agreement, as specified in Section 5.3. The Academy shall not be responsible for repayment of any amounts paid by Hamadeh, for any purpose, which are incurred after Hamadeh receives a termination notice, except those costs that Hamadeh may incur in connection with Section 10.4 below.

10.4 Transition. In the event of termination of this Agreement for any reason by either party prior to the end of this Agreement's term, Hamadeh shall, upon the request of the Academy Board, provide the Academy reasonable assistance for up to 90 days to assist in the transition back to a regular school program.

ARTICLE XI. PROPRIETARY INFORMATION

11.1 Required Disclosure. The Academy shall be permitted to report any new teaching techniques or methods or significant revisions to known teaching techniques or methods to OU and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Section 505(3) of the Code. To the extent required under the Code and the Freedom of Information Act, MCLA §15.231 et seq., Hamadeh's educational materials and teaching techniques used at the Academy are subject to public disclosure.

11.2 Ownership. Curriculum or other educational materials designed or developed by Hamadeh with funds Hamadeh received pursuant to Section 5.3 shall be considered property of the Academy.

ARTICLE XII. INDEMNIFICATION

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

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

12.3 Indemnification of Academy. Hamadeh shall indemnify and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by Hamadeh with any agreements, covenants, warranties or undertakings of Hamadeh contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of Hamadeh contained in or made pursuant to this Agreement. In addition, Hamadeh shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit.

12.4 Indemnification of Oakland University. The parties acknowledge and agree that the OU Board of Regents, OU and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless OU, OU Board of regents and its members, and their respective officers, employees, agents and representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or other losses of any kind whatsoever and not caused by the sole negligence of OU, which arise out of or are in any manner connected with OU Board of Regents' approval of the Academy's application; OU Board of Regents' consideration of or issuance of a Contract; the Academy Board's or Hamadeh's preparation for and operation of the Academy, or which are incurred as a result of the reliance by OU, OU Board of Regents or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy

Board or Hamadeh to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that OU, OU Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

12.5 Indemnification for Negligence. To the extent permitted by law, the Academy shall indemnify and hold harmless Hamadeh, and Hamadeh's board of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which Hamadeh may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. Hamadeh shall indemnify and hold harmless the Academy, the Academy Board and its officers, employees, agents and representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of Hamadeh's directors, officers, employees, agents or representatives.

ARTICLE XIII. INSURANCE

13.1 Insurance Coverage. The Academy shall maintain general liability insurance and umbrella insurance coverages in the amounts required by the Contract, with Hamadeh listed as an additional insured. Hamadeh shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article XIII.

13.2 Hamadeh Insurance Coverage. Hamadeh shall maintain general liability insurance and umbrella insurance coverages in the same amounts required for the Academy by the Contract, with the Academy listed as an additional insured. The Academy shall comply with any information or reporting requirements applicable to Hamadeh under Hamadeh's policy with its insurer(s), to the extent practicable.

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

ARTICLE XIV. WARRANTIES AND REPRESENTATIONS

14.1 Academy Warranties and Representations. The Academy represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Academy Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

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

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

ARTICLE XV. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, a three person arbitration panel shall be appointed, with each party appointing a single arbitrator, and the third arbitrator chosen by the two so appointed. All three arbitrators shall be neutral, and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect, and with such variations as the parties and arbitrator(s) unanimously accept. The arbitrator(s) shall render a reasoned award, which shall be available to OU upon request. A judgment on the award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. The cost of arbitration, including attorney fees, shall be awarded at the discretion of the arbitrator(s).

ARTICLE XVI. MISCELLANEOUS

16.1 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Hamadeh.

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

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

16.4 Agreement in Entirety. This Agreement (including any attachments) constitutes the entire agreement of the parties.

16.5 Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the address set forth below. Any changes to the addresses set forth in this section shall be submitted in writing to the other party. Notice may be given by: (1) certified or registered mail, postage prepaid, return receipt requested, or (2) personal delivery. Notice shall be deemed to have been given on the date of personal delivery if given by mail. The address of the parties hereto for the purposes giving notices required by this Agreement shall be:

Universal Academy,
A Michigan public school academy
P.O. Box 1440
Dearborn, MI 48121
Attn: Academy Board President

And to:

Hamadeh Educational Services, Inc.
37637 Five Mile Road #200
Livonia, MI 48154
Attn: Nawal Hamadeh

With a copy to:
Butler Davis, PLLC
615 Griswold, Suite 708D
Detroit, Michigan 48226
Attn: Erika L. Davis, Esq.

16.6 Assignment. This Agreement shall not be assigned by Hamadeh without the Academy's prior written consent (which consent shall not be unreasonably withheld) or by the Academy without Hamadeh's prior written consent (which consent shall not be unreasonably withheld), provided that Hamadeh may, without the consent of the Academy, delegate the performance of, but not responsibility for, any duties and obligations of Hamadeh hereunder to any independent contractor, expert or professional adviser, in accordance with the terms of this Agreement.

16.7 Amendment. This Agreement shall not be altered, amended, modified or supplemented except by written memorandum approved by the Academy Board and signed by both the President of the Academy and authorized officer of Hamadeh.

16.8 Amendment for Obtaining Tax-Exempt Financing. Should the Academy determine that it is in the best interest of the Academy to obtain financing from the Michigan Municipal Bond Authority or any other type of financing that is tax-exempt pursuant to the federal Internal Revenue Code of 1986, as amended, and it is determined that this Agreement does not comply with Revenue Procedure 97-13 or any successor, then this Agreement shall be automatically amended so it can be determined that this Agreement complies with Revenue Procedure 97-13 or any successor. The parties shall promptly execute a written document reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment.

16.9 Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

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

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

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

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

16.14 Delegation of Authority. Nothing in this Agreement shall be construed as delegating to Hamadeh any of the powers or authority of the Academy Board which are not subject to delegation by the Academy Board under Michigan law.

16.15 Compliance with Law. The parties agree to comply with all applicable laws and regulations.

16.16 Compliance with the Contract. Hamadeh agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract. The provisions in the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

ARTICLE XVII. OU ESP POLICY PROVISIONS

17.1 Non-Compete Provision. The Academy owns all proprietary rights to curriculum or educational materials that

- (i) are both directly developed and paid for by the Academy; or
- (ii) were developed by Hamadeh at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials.

The parties acknowledge that Hamadeh's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Michigan Freedom of Information Act, Act 442 of 1976, MCL 15.231, et. seq.

17.2 Non-Delegation/Interference with Public Body Obligations. No provision of this Agreement shall be construed to interfere with the Academy Board's constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall be construed to prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Michigan Open Meetings Act, Act 267 of 1976, MCL 15.261, et. seq.

17.3 Waiver of Governmental Immunity Prohibited. This Agreement does not restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive, or not waive its governmental immunity.

17.4 Obligations to Invest Academy Funds. This Agreement does not alter the Academy Board Treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the depository account shall solely be Academy Board members and/or individuals properly designated annually by Board resolution. Interest income earned on Academy depository accounts shall accrue to the Academy.

17.5 Availability of Finance and Other Records to Academy's Independent Auditor. All finance and other records of Hamadeh related to the Academy's operations, which the Academy's independent auditor deems necessary for completion of an independent audit will be made available to the Academy's independent auditor.

17.6 Independent Auditor selected by Academy Board. The Agreement does not permit Hamadeh to select and retain an independent auditor for the Academy.

17.7 No Added Fees or Charges for Purchases by ESP on Academy's Behalf. If Hamadeh procures equipment, materials and supplies at the request of or on behalf of the Academy, Hamadeh shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

17.8 Marketing and Development Costs Limited to Academy. 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 Hamadeh.

17.9 Lease and Loan Agreement Provisions. If the Academy enters into a lease, executes promissory notes or other negotiable instruments, or enters into a lease-purchase agreement or other financing relationships with Hamadeh, then such agreements must be separately documented and not be a part of or incorporated into this Agreement.

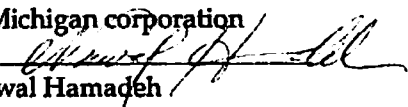
17.10 Budget Reserve. The Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. The Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.

17.11 Criminal History Record Information. The parties shall adopt and implement procedures regarding criminal history record maintenance required by the November 15, 2013 Michigan State Police (MSP) Notice regarding Criminal History Record Information (CHRI) assuring that the Academy building where any Hamadeh contracted employee is placed receives and retains copies of the CHRI responses and that Hamadeh does not and shall not retain any copies of CHRI (electronically or physically) for any employee placed at the Academy by Hamadeh.

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

HAMADEH EDUCATIONAL
SERVICES, INC.,

A Michigan corporation

By: 
Nawal Hamadeh
Its: President

UNIVERSAL ACADEMY,

A Michigan public school academy

By: 
ABEER FALLS,

Attachment: 7.1.15 HES-UA Management Agreement (2373 : Proposed Management Agreement)

Its: President

Page 22 of 22

Attachment: 7.1.15 HES-UA Management Agreement (2373 : Proposed Management Agreement)

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.

- Physical Plant Description
- Site Plan
- Floor Plan
- Certificate of Use and Occupancy
- Mortgage

Universal Academy

1. The address and a description of the site and physical plant is as follows:

Address: 4833 Ogden
Detroit, MI 48210

Description: The site consists of a two-story facility that contains approximately 45,000 square feet of space. The exterior of the building is brick and has a basement. The facility contains 32 classrooms, 4 girls and 4 boys restrooms, 4 in-class/office restrooms, a gymnasium, a full kitchen and cafeteria, a library, storage rooms, 10 offices, and 2 science labs, a life skills room, an art and a music room, a computer lab, and several offices.

Configuration of Grade Levels: Pre-Kindergarten through Twelfth Grade.

Term of Use: Term of Contract.

Name of the School District and Intermediate School District:

Local: Detroit Public Schools

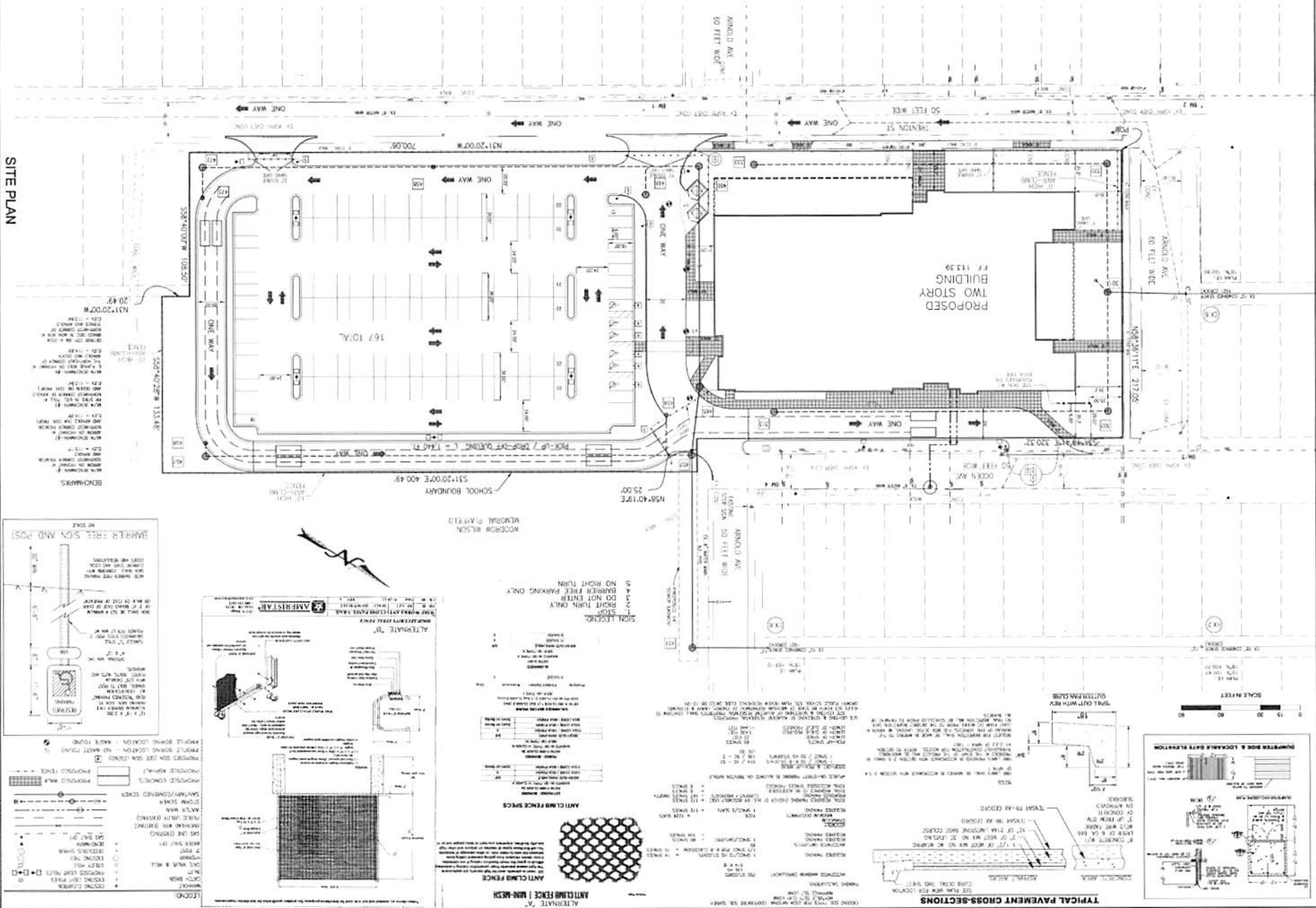
ISD: Wayne RESA

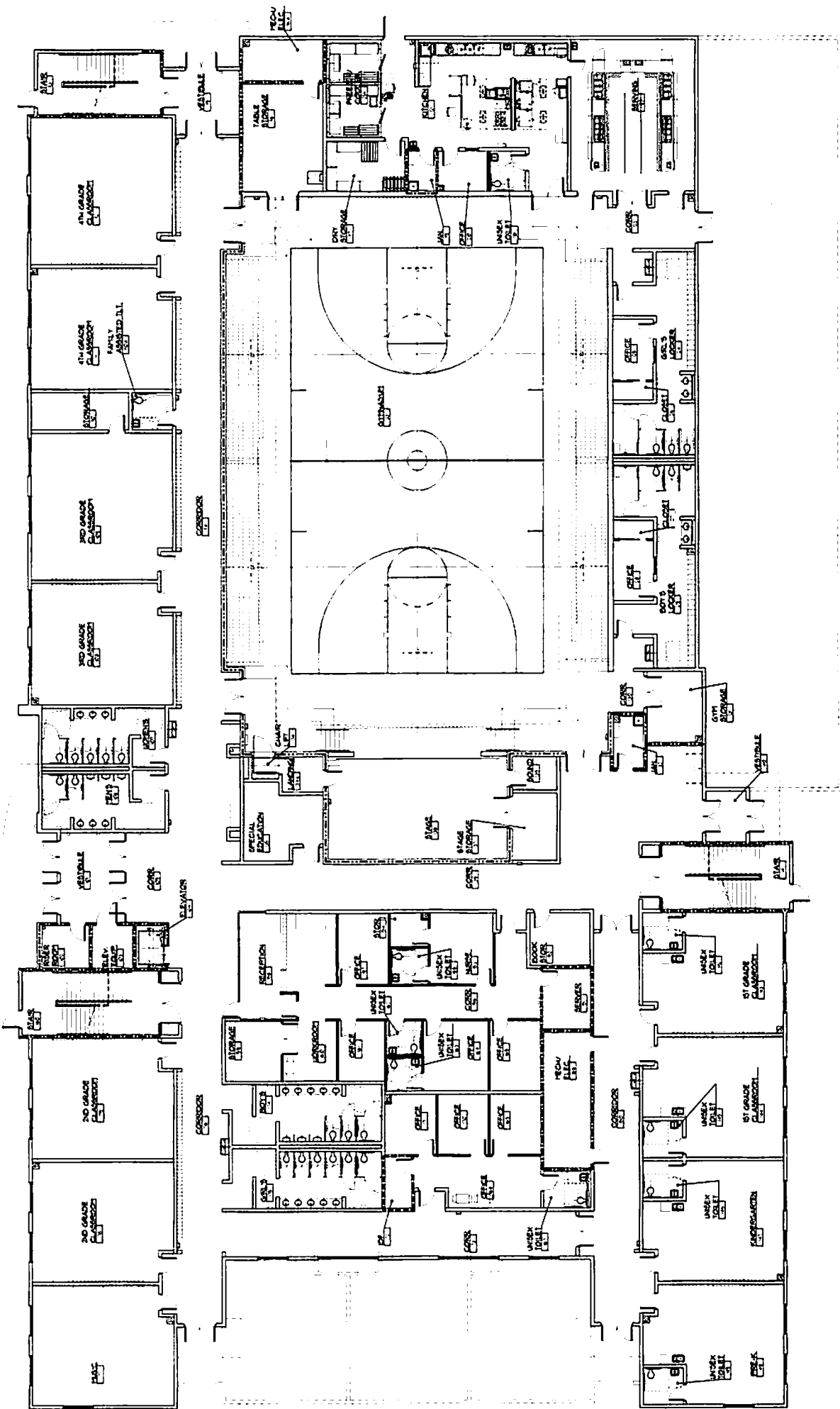
2. It is acknowledged and agreed that the following information about this Site is provided on the following pages, or must be provided to the satisfaction of the University Board, before the Academy may operate as a public school in this state.
 - A. Narrative description of physical facility
 - B. Size of building
 - C. Scaled floor plan
 - D. Copy of executed lease or purchase agreement
3. In addition, the academy and the University Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described physical facility. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating as a public schools. In cases of disagreement, the Academy may not begin operations without consent of the University Board.
4. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot

conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the University, and the amendment regarding the new site has been executed.

5. The Academy agrees to comply with the single site restriction contained in this Schedule 6 for the configuration of grade levels identified at the Site. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

SITE PLAN





FIRST FLOOR PLAN

INSPECTION REPORT
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF FIRE SERVICES
FIRE MARSHAL DIVISION

FACILITY NAME Universal Academy	INSPECTION DATE October 1, 2014	COUNTY Wayne	PROJECT 118086
ADDRESS 4833 Ogden	FACILITY TYPE School	RULES/CODES School Rules	JOB/LIC/FAC. NO. N/A
CITY, STATE ZIP CODE Detroit, MI 48210	FACILITY REPRESENTATIVE Alden Faudie		INSPECTION TYPE Final
FACILITY PHONE (248) 619-2354	PHONE 2 N/A	FACILITY FAX N/A	

Re: Fire Safety Inspection - New Charter School

A follow up fire safety inspection was completed on this date. Deficiencies noted in prior inspection reports have been satisfactorily corrected. This report may be considered as final approval of this project.

12a's received:
F/A 9/23/14
F/S 8/7/14

This project was reviewed and inspected under authority of Act 207 of 1941, as amended. **The approval indicated for this project pertains to fire safety approval only.** Inspections and approval of other applicable systems, i.e. building, boiler, electrical, mechanical, plumbing and elevator installations will be conducted by the authority having jurisdiction.

cc: Alden Faudie
Faudie Architecture Inc.
cfaudie@faudiearchitecture.com

Detroit Fire Department
mautzp@detroitmi.gov

FIRE SAFETY CERTIFICATION Approved	PROJECT STATUS N/A	REVIEWED BY MD
INSPECTING OFFICIAL Donald Christensen, Fire Marshal Inspector	ADDRESS 3101 Technology Blvd., Suite H Lansing, MI 48910	
SIGNATURE OF OFFICIAL <i>Donald Christensen</i>	TELEPHONE 248-888-8802	
	FAX 517-332-1427	
	E-MAIL Christensend4@michigan.gov	
The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.		Authority: PA207 of 1941, as amended Completion: Required Penalty: Misdemeanor

MORTGAGE

UNIVERSAL ACADEMY
as Mortgagor

to

U.S. BANK NATIONAL ASSOCIATION
as Mortgagee

RELATING TO:

\$10,155,000
UNIVERSAL ACADEMY
PUBLIC SCHOOL ACADEMY REVENUE BONDS, SERIES 2013A

Dated as of December 1, 2013

Prepared by, and when recorded,
return to:
James M. Crowley, Esq.
Clark Hill PLC
151 S. Old Woodward Ave., Ste. 200
Birmingham, MI 48009

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EXHIBIT A LEGAL DESCRIPTION

EXHIBIT B PERMITTED ENCUMBRANCES

MORTGAGE

THIS MORTGAGE ("Mortgage") is made as of December 1, 2013, by and between UNIVERSAL ACADEMY, as Mortgagor ("Mortgagor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, in its capacity as bond trustee for the Bonds (as defined below), as Mortgagee ("Mortgagee").

PRELIMINARY STATEMENTS

A. Pursuant to the Trust Indenture, dated as of December 1, 2013 (the "Trust Indenture"), between Mortgagor and U.S. Bank National Association, as trustee under the Trust Indenture, Mortgagor is issuing its Public School Academy Revenue Bonds, Series 2013A in the aggregate principal amount of \$10,155,000 (the "Bonds") for the purposes set forth in the Trust Indenture. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Trust Indenture.

B. Pursuant to the Trust Indenture, certain state school aid payments have been pledged and assigned by Mortgagor to Mortgagee for the payment of the principal of and interest on the Bonds.

C. The Bonds are secured by the Trust Estate (as defined in the Trust Indenture), including a lien on and security interest in the Mortgaged Estate (defined below) pursuant to this Mortgage, granted by Mortgagor.

GRANTING CLAUSES

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Mortgagor hereby irrevocably grants a security interest in, mortgages, warrants, grants, bargains, sells, transfers, conveys and assigns to Trustee and to its assigns forever, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY, for the benefit and security of Mortgagee, under and subject to the terms and conditions hereinafter set forth, all of Mortgagor's estate, right, title and interests in, to and under any and all of the following property now owned, together with all cash and noncash proceeds thereof, which may be referred to herein as the "Mortgaged Estate:"

LAND

The real property located in the County of Wayne, State of Michigan (the "State"), described in Exhibit A attached hereto and by this reference incorporated herein (the "Land");

MORTGAGE

Universal Academy, Series 2013 Bonds

IMPROVEMENTS

Any and all buildings, structures, fixtures and improvements existing or to be constructed on the Land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements or situated thereon or on the Land, whether or not affixed thereto, and all replacements and substitutions therefor (collectively, the "Improvements" and, together with the Land, the "Real Property");

RENTS, REVENUES AND DERIVATIVE INTERESTS

All rents, issues, profits and royalties derived from the Real Property and the operation thereof (collectively the "Revenues"); all estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Real Property or any portion thereof now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Mortgagor in and to all options to purchase or lease the Real Property or any portion thereof or interest therein, and any greater estate therein now owned; all interests, estate or other claims, both in law and in equity, which Mortgagor now has in the Real Property or any portion thereof or interest therein; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto; all right, title and interest of Mortgagor, now owned, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Property (all of the foregoing in this paragraph being, collectively, the "Derivative Interests" and, together with the Real Property, the "Project");

INTANGIBLES

All of Mortgagor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, plans, specifications, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Project, whether now existing or entered into or obtained after the date hereof, and all existing and future names under or by which the Project or any portion thereof may at any time be operated or known (the "Intangibles");

CLAIMS AND AWARDS

All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Project or Intangibles and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Project or Intangibles including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and

MORTGAGE

Universal Academy, Series 2013 Bonds

PROCEEDS

All of the rents, revenues, issues, profits, products and proceeds of any and all of the foregoing.

A security interest is granted by this Mortgage in that portion of the Mortgaged Estate which constitutes personalty pursuant to and as set forth in Article IV hereof.

TO HAVE AND TO HOLD the Mortgaged Estate hereby granted or mortgaged or intended to be granted or mortgaged, unto Trustee, and its successors in trust, heirs and assigns, upon the terms, provisions and conditions set forth herein in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Secured Obligations (defined below) hereby shall be paid when due, and if Mortgagor shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Mortgage expressed to be kept, performed by and observed by or on the part of Mortgagor, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void, but otherwise shall be and remain in full force and effect.

THIS MORTGAGE SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(i) Payment of indebtedness evidenced by the Bonds and all replacements, renewals, amendments, extensions, substitutions and modifications thereof bearing interest and being payable as provided therein;

(ii) Payment of all indebtedness and performance of all obligations and covenants of Mortgagor under the Trust Indenture to the extent related to the Bonds and each agreement of Mortgagor incorporated by reference therein or herein, or contained therein or herein;

(iii) Payment of any debt owed by Mortgagor under the Trust Indenture to the extent related to the Bonds, including but not limited to payment of all of the principal of and interest on any future advances under the Trust Indenture to the extent related to the Bonds, this Mortgage, and any other instrument or other document given to evidence or further secure the payment and performance of any of such obligations thereunder;

(iv) Payment of all other indebtedness and performance of all other obligations and covenants of Mortgagor contained in any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby to the extent related to the Bonds; and

(v) Payment of all fees and expenses of the Mortgagee and the Bondholder Representative provided in the Trust Indenture to the extent related to the Bonds;

The indebtedness and the obligations secured by this Mortgage which are described in (i) through (v) above may be referred to herein as the "Secured Obligations."

It is the intention of the parties hereto that the Mortgaged Estate shall secure all of the Secured Obligations presently or hereafter owed, and that the priority of the security interest created by this Mortgage for all such Secured Obligations shall be controlled by the time of proper recording of this Mortgage. In addition, this Mortgage shall also secure unpaid balances of advances made with respect to the Mortgaged Estate for the payment of taxes, assessments, insurance premiums, costs or any other advances incurred for the protection of the Mortgaged Estate, together with interest thereon until paid, all as contemplated in this Mortgage, all of which shall constitute a part of the Secured Obligations. This paragraph shall serve as notice to all persons who may seek or obtain a lien on the Mortgaged Estate subsequent to the date of recording of this Mortgage, that until this Mortgage is released, any debt owed by Mortgagor under the Trust Indenture to the extent related to the Senior Bonds, including advances made subsequent to the recording of this Mortgage, shall be secured with the priority afforded this Mortgage as recorded.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Mortgaged Estate is to be held and disposed of by Trustee, upon and subject to the provisions of this Mortgage.

ARTICLE I

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby represents, warrants, covenants and agrees:

Section 1.01. Payment of Secured Obligations. Mortgagor hereby grants this Mortgage to secure the payment and performance when due of the Secured Obligations. The consideration received by Mortgagor to execute and deliver this Mortgage and the liens and security interests created herein is sufficient and will provide a direct economic benefit to Mortgagor.

Section 1.02. Title of Mortgagor. Mortgagor has, subject to the matters set forth as exceptions in the loan policy of title insurance to be provided to Mortgagee in connection with this Mortgage as well as those exceptions provided in the attached Exhibit B (the "Permitted Encumbrances"), in its own right, good, marketable and indefeasible title in fee simple to the Mortgaged Estate, which is free from encumbrance superior to the encumbrance of this Mortgage, and has full right, power and authority to execute and deliver this Mortgage and to make the conveyances and grant the interests and security contemplated hereby. This Mortgage

constitutes a valid first lien upon and security interest in the Mortgaged Estate, subject only to the Permitted Encumbrances.

Mortgagor hereby covenants that Mortgagor shall preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Mortgagee against all lawful claims whatsoever; and shall execute, acknowledge and deliver all such further documents or assurances as may at any time hereafter be required by Mortgagee to protect fully the lien of this Mortgage.

Section 1.03. [Reserved]

Section 1.04. Maintenance; Repair; Alterations. Mortgagor shall: (i) keep the Mortgaged Estate in good condition and repair, subject to reasonable and ordinary wear and tear; not remove, demolish or substantially alter (except such alterations as may be required by applicable laws, ordinances or regulations or as permitted under the Trust Indenture) any of the Improvements; (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Land and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, subject to the provisions of Section 1.07 hereof, and pay when due all claims for labor performed and materials furnished therefor; (iii) comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Estate or any part thereof or requiring any alterations or improvements; (iv) not commit or permit any waste or deterioration of the Mortgaged Estate; (v) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; (vi) comply with the provisions of any lease, if this Mortgage is on a leasehold; (vii) use the Mortgaged Estate and continue to cause the Mortgaged Estate to be used as permitted under applicable law; and (viii) not commit, suffer or permit any act to be done in or upon the Mortgaged Estate in violation of any applicable law, ordinance or regulation.

Section 1.05. Required Insurance. Mortgagor shall provide, maintain and keep at all times in force those policies of insurance required in the Trust Indenture.

Section 1.06. Delivery of Insurance Policies; Payment of Premiums.

(a) All policies of insurance shall be issued by companies and in amounts as required by the provisions of the Trust Indenture.

(b) In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee evidence of the policies of insurance required by the Trust Indenture, Mortgagee or the Bondholder Representative may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee or the Bondholder

Representative, and until such payment is made by Mortgagor the amount of all such premiums, together with interest thereon, shall be secured by this Mortgage.

(c) Upon occurrence of an Event of Default, Mortgagee shall apply any sums or amounts received pursuant hereto, or as Revenues or income of the Mortgaged Estate or otherwise, as required under the Trust Indenture. The receipt, use or application of any such sums by Mortgagee hereunder shall not be construed to affect the maturity of any Secured Obligation or any of the rights or powers of Mortgagee under the terms of the Trust Indenture or any of the obligations of Mortgagor under the Trust Indenture. Notwithstanding the application of such sums to the payment of a portion of the Secured Obligations, any unpaid portion of the Secured Obligations shall remain in full force and effect, and Mortgagor shall not be excused in the remaining payment thereof.

Section 1.07. Insurance Proceeds. After the occurrence of any casualty to the Mortgaged Estate or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee, the Bondholder Representative and each insurer and promptly submit a claim to such insurer(s) for payment of insurance proceeds. Proceeds of all insurance awards ("Insurance Proceeds") shall be held and disbursed as provided in the Trust Indenture. Notwithstanding the application of Insurance Proceeds to the payment of a portion of the Secured Obligations, any unpaid portion of the Secured Obligations shall remain in full force and effect, and Mortgagor shall not be excused in the payment thereof.

Except as provided below, nothing contained in this Mortgage shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Estate as provided in Section 1.04 hereof. The application or release by Mortgagee of any Insurance Proceeds shall not cure or waive any Event of Default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

Section 1.08. Assignment of Policies Upon Foreclosure. In the event of the foreclosure of this Mortgage, or other transfer of title to the Mortgaged Estate, or any part thereof, by nonjudicial foreclosure sale or deed in lieu of foreclosure, the purchaser of the Mortgaged Estate, or such part thereof, shall succeed to all of Mortgagor's rights, including any rights to unexpired insurance and unearned or returnable premiums, in and to all insurance policies required by Section 1.05 hereof, subject to limitations on assignment of blanket policies, and limited to such rights as relate to the Mortgaged Estate or such part thereof. If Mortgagee acquires title to the Mortgaged Estate, or any part thereof, in any manner, it shall thereupon (as between Mortgagor and Mortgagee) become the sole and absolute owner of the insurance policies, and all proceeds payable thereunder with respect to the Mortgaged Estate, or such part thereof, required by Section 1.05 hereof, with the sole right to collect and retain all unearned or returnable premiums thereon with respect to the Mortgaged Estate, or such part thereof, if any.

Section 1.09. Expenses; Indemnification; Waiver of Offset.

(a) Mortgagor shall pay or reimburse Mortgagee and the Bondholder Representative for all reasonable expenses incurred by Mortgagee or the Bondholder

Representative before and after the date of this Mortgage with respect to any and all transactions contemplated by this Mortgage including without limitation, the preparation of any document reasonably required hereunder or any amendment, modification, restatement or supplement to this Mortgage, the delivery of any consent, non-disturbance agreement or similar document in connection with this Mortgage or the enforcement of any of Mortgagee's rights. Such expenses shall include, without limitation, all reasonable title and conveyancing charges, recording and filing fees and taxes, mortgage taxes, intangible personal property taxes, escrow fees, revenue and tax stamp expenses, privilege taxes, use taxes, insurance premiums (including title insurance premiums), title search and title rundown charges, brokerage commissions, finders' fees, placement fees, court costs, surveyors', photographers', appraisers', architects', engineers', consulting professionals', accountants', and attorneys' fees and disbursements.

(b) If (i) any sale (or prerequisite to a sale), action or proceeding shall be commenced by Mortgagee (including but not limited to any sale of the Mortgaged Estate, or any action to foreclose this Mortgage or to collect the Secured Obligations), or any action or proceeding is commenced to which Mortgagee is made a party, or in which it becomes necessary to defend or uphold the rights granted by this Mortgage (including, without limitation, any proceeding or other action relating to the bankruptcy, insolvency or reorganization of Mortgagor or any other person or entity obligated hereunder), or in which Mortgagee is served with any legal process, discovery notice or subpoena, and (ii) in each of the foregoing instances such action or proceeding in any manner relates to or arises out of this Mortgage or issuance of the Bonds or acceptance of a guaranty from a guarantor of the Secured Obligations or any of the transactions contemplated by this Mortgage and such action or proceeding does not relate to or arise out of the negligence, breach of trust or willful misconduct of Mortgagee as applicable, then Mortgagor will immediately reimburse or pay to Mortgagee and the Bondholder Representative all of the expenses which have been or may be incurred by Mortgagee or the Bondholder Representative with respect to the foregoing (including reasonable counsel fees and disbursements), together with interest thereon, and any such sum and the interest thereon shall be included in the Secured Obligations and have the full benefit of this Mortgage, prior to any right, or title to, interest in or claim upon the Mortgaged Estate attaching or accruing to this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to sell the Mortgaged Estate, to foreclose this Mortgage, or to recover or collect the Secured Obligations, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

(c) To the extent permitted by law, Mortgagor shall indemnify and hold harmless Mortgagee, the Bondholder Representative and affiliates, and directors, officers, agents and employees and affiliates for, from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to this Mortgage, the Mortgaged Estate or the occupancy, ownership, maintenance or management of the Mortgaged Estate by

Mortgagor, including, without limitation, any claims based on the alleged acts or omissions of any employee or agent of Mortgagor except for such damages incurred due to the negligence, breach of trust or willful misconduct of Mortgagee or its affiliates, directors, officers, agents or employees. This indemnification shall be in addition to any other liability which Mortgagor may otherwise have to Mortgagee and the Bondholder Representative.

(d) Mortgagor waives any and all right to claim or recover against Mortgagee, the Bondholder Representative, their officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Estate, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage except for such damages incurred due to the negligence, breach of trust or willful misconduct of Mortgagee.

(e) All sums payable by Mortgagor under this Mortgage shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the Secured Obligations of Mortgagor hereunder shall in no way be released, discharged or otherwise affected by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Estate or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagor, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagor, or by any court, in any such proceeding; or (v) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. To the extent permitted by law, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Secured Obligation. Notwithstanding the above, Mortgagor may maintain a separate suit regarding such matters.

Section 1.10. Taxes and Impositions.

(a) In accordance with the terms of the Trust Indenture, Mortgagor agrees to pay, prior to delinquency, all real and personal property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Mortgaged Estate or any part thereof, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Estate, or any part thereof, or upon any personal property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental and nongovernmental charges of like nature are hereinafter referred to as "Impositions").

(b) Subject to the applicable State law provisions, Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings in accordance with the terms of the Trust Indenture.

(c) Mortgagor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Estate as a single lien.

Section 1.11. Utilities. Mortgagor shall pay when due all utility charges which are incurred for the benefit of the Mortgaged Estate or any part thereof or which may become a charge or lien against the Mortgaged Estate for gas, electricity, water or sewer services furnished to the Mortgaged Estate and all other taxes, assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

Section 1.12. Actions Affecting Mortgaged Estate. Mortgagor shall appear in and contest any action or proceeding purporting to affect the title of Mortgagor in the Mortgaged Estate or any part thereof or security hereof or the rights or powers of Mortgagee; and Mortgagor shall pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Mortgagee or the Bondholder Representative may appear.

Section 1.13. Actions by Mortgagee To Preserve Mortgaged Estate. Should Mortgagor fail to make any payment or to do any act as and in the manner provided in this Mortgage, Mortgagee, with the prior written consent of the Bondholder Representative, but without notice to, or demand upon, Mortgagor and without releasing Mortgagor from any Secured Obligation, may make or do the same in such manner and to such extent as Mortgagee with the prior written consent of the Bondholder, may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee, with the prior written consent of the Bondholder Representative, shall have, and is hereby given the right, but not the obligation: (i) to enter upon and take possession of the Mortgaged Estate; (ii) to make additions, alterations, repairs and improvements to the Mortgaged Estate which it may consider necessary or proper to keep the Mortgaged Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee shall, at direction of the Bondholder Representative, and may affect or appears to affect the security of this Mortgage or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Any such costs and expenses incurred by Mortgagee or the Bondholder Representative and any such amounts paid by Mortgagee or the Bondholder Representative shall be secured hereby with the same priority afforded this Mortgage as recorded. Mortgagor shall immediately upon demand therefor by Mortgagee or the Bondholder Representative pay all of the foregoing costs and

expenses incurred by Mortgagee or the Bondholder Representative in connection with the exercise by Mortgagee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees provided, however, that Mortgagor shall not be liable to pay for any such costs or expenses incurred by Mortgagee or the Bondholder Representative due to the gross negligence, willful misconduct or breach of trust of Mortgagee or its affiliates, directors, officers, agents or employees.

Section 1.14. Survival of Warranties. Mortgagor shall fully and faithfully satisfy and perform the Secured Obligations. All representations, warranties and covenants of Mortgagor contained herein shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

Section 1.15. Eminent Domain. Should the Mortgaged Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee and the Bondholder Representative. Mortgagee shall, at direction of the Bondholder Representative, and may, with the prior written consent of the Bondholder Representative, participate in any such Condemnation proceedings, and Mortgagor shall from time to time deliver to Mortgagee and the Bondholder Representative all instruments requested by Mortgagee or the Bondholder Representative to permit such participation. Mortgagor shall, at its sole cost and expense, diligently prosecute any such proceedings and shall consult with Mortgagee, the Bondholder Representative and their attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. All proceeds of Condemnation awards or proceeds of sale in lieu of Condemnation with respect to the Mortgaged Estate and all judgments, decrees and awards for injury or damage to the Mortgaged Estate or any part thereof or interest therein shall be paid to Mortgagor or Mortgagee as provided in Section 7.04 of the Trust Indenture, and if to Mortgagee, shall be applied first to all reasonable costs and expenses incurred by Mortgagee and the Bondholder Representative in obtaining the proceeds. The balance of proceeds (referred to in the Trust Indenture as "Net Proceeds"), if any, shall be applied in accordance with the provisions of the Trust Indenture.

Mortgagor hereby assigns and transfers to Mortgagee, and agrees to execute such further assignments of, all such proceeds, judgments, decrees and awards as Mortgagee shall, at direction of the Bondholder Representative, and may request. Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgment, decree or award. Mortgagor hereby authorizes, directs and empowers Mortgagee, at its option, with the prior written consent of the Bondholder Representative, and with notice to Mortgagor, on Mortgagor's behalf, or on behalf of the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor. Mortgagee shall not be, in any event or circumstance, liable or responsible for failure to collect or exercise diligence in the collection of any proceeds,

judgments, decrees or awards unless such failure is due to Mortgagee's negligence, willful misconduct or breach of trust.

Section 1.16. Additional Security. In the event Mortgagee at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, but with the prior written consent of the Bondholder Representative, either before, concurrently with or after any sale is made hereunder.

Section 1.17. Additional Indebtedness. Except as provided in the Trust Indenture and except for the Permitted Encumbrances, Mortgagor shall not further encumber the Mortgaged Estate or any portion thereof (including, without limitation, secured transactions under the Uniform Commercial Code in effect in the State, the "UCC").

Section 1.18. Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The covenants and agreements of Mortgagor contained herein shall apply to and be binding upon any successor owner of the Mortgaged Estate or any part thereof.

Section 1.19. Inspections. Mortgagee, the Bondholder Representative or their agents, representatives or workmen, are authorized to enter upon notice of two Business Days to Mortgagor at any reasonable time upon or in any part of the Mortgaged Estate for the purpose of inspecting the same and all books, records and documents relating thereto, and for the purpose of performing any of the acts it is authorized to perform under the terms of the Trust Indenture.

Section 1.20. Liens. Mortgagor shall pay and promptly discharge, at Mortgagor's sole cost and expense, all liens, encumbrances and charges upon the Mortgaged Estate, or any part thereof or interest therein other than the Permitted Encumbrances. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall thereafter diligently and in good faith proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee shall, at direction of the Bondholder Representative, and may, with the prior written consent of the Bondholder Representative, but shall not be obligated to, discharge the same, either, by paying the amount claimed to be due, or by procuring the discharge of such lien, either, by depositing in court a bond in the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any cost incurred by Mortgagee or the Bondholder Representative in connection with any such payment or discharge shall be secured hereby and shall be immediately due and payable without notice or demand.

Section 1.21. Restrictions Affecting Title. Mortgagor shall perform when due all obligations required to be performed by Mortgagor by the provisions of any agreement affecting title to the Mortgaged Estate or any part thereof.

Section 1.22. Further Assurances. Mortgagor shall, upon the execution and delivery hereof and thereafter from time to time, take such actions as Mortgagee shall, at direction of the

Bondholder Representative, and may request to cause this Mortgage, each supplement and amendment to such instrument and financing statements with respect thereto and each instrument of further assurance (collectively, the "Recordable Documents") to be filed, registered and recorded as may be required by law and maintain the first lien or security interest, as applicable, hereof upon the Trust Estate and protect the validity of the Recordable Documents. Mortgagor shall take all action and do all things which it is authorized by law to take and do, and cooperate with Mortgagee as Mortgagee deems necessary or desirable, to insure the release of all encumbrances against the Mortgaged Estate, except the Permitted Encumbrances, existing prior to the date hereof.

So long as any Secured Obligations shall remain unpaid, Mortgagor shall execute, acknowledge, where appropriate, and deliver from time to time promptly at the request of Mortgagee or the Bondholder Representative all such instruments and documents as in the opinion of Mortgagee or the Bondholder Representative are necessary or desirable to preserve the first priority lien created by this Mortgage. If Mortgagor shall fail or refuse to execute, acknowledge, where appropriate, and deliver such instruments and documents to preserve the first priority lien created by this Mortgage within 10 Business Days following a written request by Mortgagee or the Bondholder Representative, Mortgagor irrevocably constitutes and appoints Mortgagee as its attorney-in-fact to execute and deliver such instruments, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding.

Section 1.23. Performance of Covenants; Incorporation of Representations and Warranties. Mortgagor shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Trust Indenture and in all of its proceedings pertaining to this Mortgage. The covenants, representations and warranties of Mortgagor set forth in the Trust Indenture are incorporated by reference into this Mortgage as if stated in full in this Mortgage and such representations and warranties as incorporated herein shall be deemed to have been made as of the date of this Mortgage and shall survive the execution and delivery of this Mortgage.

Section 1.24. Notification of Event of Default Under Mortgage. Mortgagor agrees to notify Mortgagee and the Bondholder Representative immediately in writing of any default by Mortgagor in the performance or observance of any covenant, agreement, representation, warranty or obligation of Mortgagor set forth in this Mortgage. Mortgagor shall also notify Mortgagee and the Bondholder Representative in writing of any event or condition which with the lapse of time or the giving of notice would constitute an Event of Default.

Section 1.25. Required Notices. Mortgagor shall notify Mortgagee within three (3) days of: (a) receipt of any notice from any governmental or quasi-governmental authority relating to the structure, use or occupancy of the Real Property or alleging a violation of any legal requirement; (b) a substantial change in the occupancy or use of all or any part of the Real Property; (c) receipt of any notice from the holder of any lien or security interest in all or any part of the Real Property; (d) commencement of any litigation affecting or potentially affecting the financial ability of Mortgagor or the value of the Real Property; (e) a fire or other casualty causing damage to all or any part of the Real Property; (f) receipt of any notice, request for

information, demand letter or notification of potential liability with regard to hazardous materials or any other environmental matter affecting the Real Property or Mortgagor's interest therein; or (g) receipt of any notice of the imposition of, or of threatened or actual execution on, any lien on or security interest in all or any part of the Property..

Section 1.26. Organization; Due Authorization. Mortgagor is a public school academy duly organized, validly existing and in good standing under the laws of the State and has the requisite power, authority and legal right to carry on the business conducted by it and to engage in the transactions contemplated by the Trust Indenture. The execution and delivery of the Trust Indenture and this Mortgage and the performance and observance of the respective provisions thereof have all been authorized by all necessary actions of Mortgagor.

Section 1.27. Liabilities; Compliance With Other Instruments. Mortgagor has no liabilities regarding the Mortgaged Estate except those hereunder and those otherwise contemplated or permitted by this Mortgage and the Trust Indenture, none of which are delinquent. Mortgagor is not in default (i) in the payment of any taxes levied or assessed against it or its assets, (ii) under any applicable statute, rule, order or regulation of any governmental authority, (iii) under this Mortgage or the Trust Indenture, or (iv) under any other agreement to which it is a party or by which it or any of its properties are bound.

Neither the execution and delivery of this Mortgage or the Trust Indenture, nor the consummation of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof, conflicts with or results or will result in a breach of any of the terms, conditions or provisions of the articles of incorporation of Mortgagor, any law, order, rule, regulation, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Mortgagor is a party or by which it or any of its properties are bound, or constitutes or will constitute a default thereunder, or result or will result in the creation or imposition of any lien of any nature whatsoever upon any of its property or assets pursuant to the terms of any such agreement or instrument except the liens created or permitted by the Trust Indenture.

Section 1.28. Enforceability. This Mortgage and the Trust Indenture have been duly executed and delivered by Mortgagor and constitute valid and binding obligations of Mortgagor enforceable in accordance with their respective terms, except as the enforceability (but not the validity thereof) may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally.

Section 1.29. Pending Litigation. There are no proceedings pending or, to the knowledge of Mortgagor, threatened, against or affecting Mortgagor or any part of the Mortgaged Estate in any court or before any governmental authority or arbitration board or tribunal which if adversely determined would materially and adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of Mortgagor or the right or ability of Mortgagor to enter into this Mortgage or the Trust Indenture, and if any such proceedings are subsequently initiated or threatened then Mortgagor will promptly provide

written notice to Mortgagee and the Bondholder Representative. Mortgagor is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal.

Section 1.30. Compliance With Law. Mortgagor and the Mortgaged Estate are in substantial compliance with all laws, ordinances, governmental rules or regulations to which it is subject, including, without limitation, the Occupational Safety and Health Act of 1970, the Employee Retirement Income Security Act of 1974 and all laws, ordinances, governmental rules or regulations relating to environmental protection the violation of which would materially and adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of Mortgagor.

Section 1.31. After-Acquired Property. The Mortgage Estate shall include the right, title and interest of Mortgagor in and to all improvements, additions and appurtenances to, the Mortgaged Estate, hereafter acquired by or released to Mortgagor. As required, Mortgagor shall execute and deliver to Mortgagee any further assurances, mortgages, grants, conveyances or assignments as Mortgagee or the Bondholder Representative may reasonably require to subject such property to the lien of this Mortgage.

Section 1.32. Transfer of Interests in Mortgagor or Mortgaged Estate. Except in accordance with the terms and restrictions of the Trust Indenture, and except for the Permitted Encumbrances, Mortgagor shall not, by operation of law or otherwise, sell, convey, alienate, transfer, grant, bargain, mortgage, encumber or assign ownership or control of all or any interest direct or indirect in Mortgagor or any part of the Mortgaged Estate or any interest therein, without the prior written consent of Mortgagee and the Bondholder Representative.

Section 1.33. Lease Provisions. Any lease of all or any part of the Mortgaged Estate by Mortgagor permitted under this Mortgage and the Trust Indenture shall contain a provision obligating such lessee to enter into a subordination, attornment and nondisturbance agreement with Mortgagee, in form and substance satisfactory to Mortgagee and the Bondholder Representative.

Section 1.34. Defeasance Terminates Lien. Upon defeasance of all Outstanding Bonds in accordance with the Trust Indenture, the lien of this Mortgage upon the Mortgaged Estate shall cease, and Mortgagee shall execute and deliver to Mortgagor at Mortgagor's sole cost and expense all documents necessary to effect such a release.

ARTICLE II

ENVIRONMENTAL MATTERS

Section 2.01. Environmental Matters. Mortgagor hereby incorporates and reaffirms those covenants and representations contained in Sections 7.06, 7.07 and 7.08 of the Trust Indenture (including its covenant to provide certain environmental indemnifications) as an integral part of this Mortgage; provided, however, it is the intent of the parties that the environmental indemnifications contained herein are separate and independent obligations of

MORTGAGE

Universal Academy, Series 2013 Bonds

Mortgagor which shall survive any release, foreclosure or other satisfaction of this Mortgage, and such indemnifications shall not be subject to any anti-deficiency defense.

ARTICLE III

ASSIGNMENT OF RENTS AND LEASES

Section 3.01. Assignment of Revenues. Mortgagor hereby absolutely assigns and transfers to Mortgagee all the Revenues of the Mortgaged Estate and hereby gives to and confers upon Mortgagee the right, power and authority to collect such Revenues. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, with the prior written consent of the Bondholder Representative, at any time and from time to time, to take possession and control of the Mortgaged Estate and to demand, receive and enforce payment, to give receipts, releases and satisfaction, and to sue, in the name of Mortgagor or Mortgagee, for all such Revenues and apply the same to the Secured Obligations; provided, however, that Mortgagor shall have a license to possess and control the Mortgaged Estate and to collect such Revenues (but not more than one month in advance) which is revocable at any time upon an Event of Default by Mortgagor under the Trust Indenture. The assignment of the Revenues of the Mortgaged Estate in this Article III is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest.

While the assignment made in this Mortgage is present, direct and continuing, the execution and delivery hereof shall not in any way impair or diminish the obligations of Mortgagor under the provisions of any lease nor shall any of the obligations contained in any lease be imposed upon Mortgagee.

Section 3.02. Collection Upon Default. Upon any Event of Default under this Mortgage or the Trust Indenture, Mortgagee shall, at direction of the Bondholder Representative, and may, with the prior written consent of the Bondholder Representative, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations (i) enter upon and take possession of the Mortgaged Estate, or any part thereof, and in its own name sue for or otherwise collect such Revenues, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any Secured Obligations, and in such order as Mortgagee with the prior written consent of the Bondholder Representative, may determine, and (ii) prepare and submit any applications or other documentation as necessary in order to permit Mortgagee to collect the Revenues of the Mortgaged Estate. The collection of such Revenues, or the entering upon and taking possession of the Mortgaged Estate shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Mortgaged Estate by reason of anything done or left undone by Mortgagee hereunder, except to the extent of Mortgagee's negligence or willful misconduct.

ARTICLE IV

SECURITY AGREEMENT

Section 4.01. Creation of Security Interest. With respect to any portion of the Mortgaged Estate which now constitutes fixtures governed by the UCC, this Mortgage shall constitute a security agreement between Mortgagor as the debtor and Mortgagee as the secured party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Estate (such portion being the "Fixtures"). Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the UCC. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee or the Bondholder Representative to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches required by Mortgagee or the Bondholder Representative. Mortgagee, with the prior written consent of the Bondholder Representative, may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such property, and it is expressly agreed that if upon an Event of Default Mortgagee should proceed to dispose of such property in accordance with the provisions of the UCC, 10 days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Mortgagee shall, at direction of the Bondholder Representative, and may at its option with the prior written consent of the Bondholder Representative, dispose of such property in accordance with Mortgagee's rights and remedies with respect to the real property pursuant to the provisions of this Mortgage, in lieu of proceeding under the UCC.

Mortgagor shall give advance notice in writing to Mortgagee and the Bondholder Representative of any proposed change in Mortgagor's name, identity, or business form or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee or the Bondholder Representative may reasonably require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any of the Mortgaged Estate described or referred to herein.

Some of the items of the Mortgaged Estate described herein are goods that are or are to become fixtures related to the Real Property, and it is intended that as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Estate is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated in Section 6.05 of this Mortgage. The mailing address of Mortgagor, as debtor, is as stated in Section 6.05 of this Mortgage.

Section 4.02. Warranties; Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants, with respect to the Fixtures, as follows:

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(a) except for the security interest granted hereby, Mortgagor is, and as to any of the Fixtures to be acquired after the date hereof will be, the sole owner of the Fixtures, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except for Permitted Encumbrances. Mortgagor will notify Mortgagee and the Bondholder Representative of, and will defend the Fixtures against, all prohibited claims and demands of all persons at any time claiming the same or any interest therein;

(b) Mortgagor will not lease, sell, convey or in any manner transfer the Fixtures (except Fixtures transferred in the ordinary course of business and replaced by Fixtures of a similar nature and having at least the same value as the Fixtures replaced, and except for Permitted Encumbrances as defined in the Trust Indenture) without the prior written consent of Mortgagee and the Bondholder Representative;

(c) the Fixtures are not used or bought for personal, family or household purposes;

(d) the Fixtures will be kept on or at the Project and Mortgagor will not remove the Fixtures from the Project without the prior written consent of Mortgagee and the Bondholder Representative, except such portions or items of personal property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor with new items of equal or greater quality; and

(e) all covenants and obligations of Mortgagor contained herein relating to the Mortgaged Estate shall be deemed to apply to the Fixtures whether or not expressly referred to herein.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT

Section 5.01. Events of Default. Any one or more of the following events shall be deemed an event of default hereunder (each, an "Event of Default"):

(a) the occurrence of a default or an Event of Default by Mortgagor under the Trust Indenture (other than this Mortgage) subject to any applicable notice or cure periods provided therein;

(b) a default or breach of any covenant contained in Section 1.05, 1.10 or 1.25;

(c) if Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent within the meaning of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code"), or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement,

composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor of all or any part of the Mortgaged Estate, or of any or all of the royalties, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(d) if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Mortgagor or of all or any part of the Mortgaged Estate, or of any or all of the royalties, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Mortgagor and such appointment shall remain unvacated and unstayed for an aggregate of 30 days (whether or not consecutive);

(e) if a writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Mortgaged Estate, or any judgment involving monetary damages shall be entered against Mortgagor which shall become a lien on the Mortgaged Estate or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within 30 days after its entry or levy;

(f) if, during the term of the Bonds secured by this Mortgage, Mortgagor shall without the prior written approval of Mortgagee and the Bondholder Representative (unless permitted as provided herein) sell, convey, alienate, mortgage or encumber the Mortgaged Estate or any part thereof or any interest therein, or shall be divested of its title or any interest therein, in any manner, whether voluntarily or involuntarily, or if there is any merger, consolidation or dissolution affecting Mortgagor, or if there is a transfer of a majority interest in Mortgagor in a series of transactions or as a single transaction, unless any of the foregoing are permitted by the Trust Indenture;

(g) any assignment by Mortgagor of the whole or any part of the Revenues, issues or profits arising from the Mortgaged Estate (including, without limitation, the Revenues) to any person without the written consent of Mortgagee and the Bondholder Representative (unless permitted as provided herein) or if, without such consent, Mortgagor shall otherwise further encumber the Mortgaged Estate or any portion thereof (including, without limitation, secured transactions under the UCC) unless permitted by the Trust Indenture or any other encumbrance in violation of Section 1.17;

(h) if at any time any representation, warranty or statement made by Mortgagor in the Trust Indenture or any certificate delivered by Mortgagor shall be incorrect or

misleading in any material respect, or any material misrepresentation shall at any time be made to Mortgagee or the Bondholder Representative by Mortgagor; or

(i) failure by Mortgagor to punctually perform or observe any covenant or agreement contained in this Mortgage (other than as set forth above) and such failure shall not have been cured within 30 days (or such longer period as permitted under the Trust Indenture) after written notice from Mortgagee or the Bondholder Representative of such failure;

Section 5.02. Acceleration Upon Default; Additional Remedies. Subject to the cure provisions of this Section 5.02, upon the occurrence of an Event of Default (which default is not cured within any applicable cure period) Mortgagee shall, at direction of the Bondholder Representative, and may, at Mortgagee's sole option exercised in Mortgagee's sole discretion with the prior written consent of the Bondholder Representative, pursue any one or more of the following remedies:

(a) Declare all or any portion of the Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as otherwise provided herein;

(b) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Estate or any part thereof and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Estate, take any action described in Article II, III or IV hereof, sue for or otherwise collect the Revenues thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any Secured Obligations, all in such order as Mortgagee shall, at direction of the Bondholder Representative, and may, with the prior written consent of the Bondholder Representative, determine. The entering upon and taking possession of the Mortgaged Estate, the taking of any action described in Article II, III or IV hereof, the collection of such Revenues and the application thereof as aforesaid, shall not cure or waive any default or notice of default or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Estate or the collection, receipt and application of Revenues, issues or profits, Mortgagee shall be entitled to exercise every right provided for the Trust Indenture or by law upon occurrence of any Event of Default, including the right to exercise the power of sale herein conferred;

(c) Commence an action to foreclose this Mortgage (either judicially or non-judicially), appoint a receiver, specifically enforce any of the covenants hereof, or sell the Mortgaged Estate pursuant to the power of sale herein conferred and in a manner provided under Michigan law;

(d) Exercise any or all of the remedies available to a secured party under the UCC, including, but not limited to:

(i) Either personally or by means of a court appointed receiver, commissioner or other officer, take possession of all or any of the Fixtures and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect of the Fixtures or any part thereof. In the event Mortgagee demands or attempts to take possession of the Fixtures in the exercise of any rights under the Trust Indenture, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee;

(ii) Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee shall, at direction of the Bondholder Representative, and may with the prior written consent of the Bondholder Representative, deem necessary to protect its security interest in the Fixtures, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder and, in exercising any such powers or authority, to pay all expenses incurred in connection therewith;

(iii) Require Mortgagor to assemble the Fixtures or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver such Fixtures to Mortgagee, or an agent or representative designated by it. Mortgagee, the Bondholder Representative and their agents and representatives, shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Mortgagee's rights hereunder;

(iv) Sell, lease or otherwise dispose of the Fixtures at public sale, with or without having the Fixtures at the place of sale, and upon such terms and in such manner as Mortgagee shall, at direction of the Bondholder Representative, and may, with the prior written consent of the Bondholder Representative determine. Mortgagee or the Bondholder Representative may be a purchaser at any such sale;

(v) Unless the Fixtures are perishable or threaten to decline speedily in value or are of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least 10 days' prior written notice of the time and place of any public sale of the Fixtures or other intended disposition thereof. Such notice may be mailed to Mortgagor at the address set forth in Section 6.05 herein and shall be deemed to be given on the date of mailing thereof; and

(vi) Any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable

manner if held contemporaneously with the sale of all or a portion of the remainder of the Mortgaged Estate under power of sale as provided herein upon giving the same notice with respect to the sale of the Personal Property hereunder as is required for such sale of the remainder of the Mortgaged Estate under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under the UCC.

(e) Exercise any other rights or remedies which may now or hereafter be available to Mortgagee under this Mortgage or the Trust Indenture or pursuant to applicable law or in equity; or

(f) If held by Mortgagee, surrender the insurance policies maintained pursuant to Section 1.05, collect the unearned insurance premiums and apply such sums as a credit on the Secured Obligations in such priority and proportion as Mortgagee, with written consent of the Bondholder Representative, shall deem proper, and in connection therewith, Mortgagor hereby appoints Mortgagee as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Mortgagee to collect such insurance premiums.

THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON THE OCCURRENCE OF AN EVENT OF DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE SALE OF THE MORTGAGED ESTATE IN CONNECTION THEREWITH, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS THE PUBLICATION OF NOTICE IN A LOCAL NEWSPAPER AND THE POSTING OF A COPY OF THE NOTICE ON THE PREMISES. THE MORTGAGOR HERBY WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND THE STATE TO A HEARING PRIOR TO SALE IN CONNECTION WITH FORECLOSURE OF THIS MORTGAGE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

Section 5.03. [Reserved].

Section 5.04. Appointment of Receiver. If an Event of Default (which is not cured within any applicable cure period) shall have occurred, Mortgagee and the Bondholder Representative, as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the value of the Mortgaged Estate or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Estate and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases in accordance with Michigan law and all the powers and duties of Mortgagee in case of entry as provided in Section 5.02(b) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Estate unless such receivership is sooner terminated. Mortgagee shall, in addition to and not in limitation of any of the foregoing or any other remedies provided in this

Mortgage or otherwise available under applicable law, have all of the rights provided under the laws of the State.

Section 5.05. Remedies Not Exclusive. Mortgagee and the Bondholder Representative shall be entitled to enforce payment and performance of any Secured Obligation hereby and to exercise all rights and powers under this Mortgage or under the Trust Indenture or other agreement or any laws now or hereafter in force. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may determine with written consent of the Bondholder Representative. No remedy herein conferred upon or reserved to Mortgagee or the Bondholder Representative is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Trust Indenture to Mortgagee, or to which Mortgagee shall, at direction of the Bondholder Representative, and may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee with written consent of the Bondholder Representative. Mortgagee shall, at direction of the Bondholder Representative, and may with written consent of the Bondholder Representative pursue inconsistent remedies.

The acceptance by Mortgagee of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and failure of Mortgagor to pay such entire sum then due shall be and continue to be an Event of Default notwithstanding such acceptance of such amount on account, as aforesaid. Mortgagee or the Bondholder Representative shall be, at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, entitled to exercise all rights in this instrument conferred upon it, and the right to proceed with a sale under any notice of default, or an election to sell, or the right to exercise any other rights or remedies hereunder, shall in no way be impaired, whether any of such amounts are received prior or subsequent to such proceeding, election or exercise. Consent by Mortgagee to any action or inaction of Mortgagor which is subject to written consent or approval of Mortgagee hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions or inactions.

Section 5.06. Possession of Mortgaged Estate. In the event of a trustee's sale or foreclosure sale hereunder and after the time of such sale, and Mortgagor occupies the portion of the Mortgaged Estate so sold, or any part thereof, Mortgagor shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the

value of the portion of the Mortgaged Estate so occupied, such rental to be due and payable daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of such Mortgaged Estate and premises; and this agreement and a trustee's deed shall constitute a lease and agreement under which the tenant's possession arose and continued. Nothing contained in this Mortgage shall be construed to constitute Mortgagee as a "mortgagee in possession" in the absence of its taking actual possession of the Mortgaged Estate pursuant to the powers granted herein.

Section 5.07. Relief from Stay. In the event that Mortgagor commences a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code, subject to court approval, Mortgagee shall thereupon be entitled and Mortgagor irrevocably consents to relief from any stay imposed by Section 362 of the Bankruptcy Code on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Trust Indenture and Mortgagor hereby irrevocably waives its rights to object to such relief. In the event Mortgagor shall commence a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code, Mortgagor hereby agrees that no injunctive relief against Mortgagee shall be sought under Section 105 or other provisions of the Bankruptcy Code by Mortgagor or other person or entity claiming through Mortgagor, nor shall any extension be sought of the stay provided by Section 362 of the Bankruptcy Code.

Section 5.08. Cash Collateral. To the fullest extent allowed by applicable law, Mortgagor hereby acknowledges and agrees that in the event that Mortgagor commences a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code: (i) that all of the Revenues are, and shall for purposes be deemed to be, "proceeds, product, offspring, rents, or profits" of the Project covered by the lien of this Mortgage, as such quoted terms are used in Section 552(b) of the Bankruptcy Code; (ii) that in no event shall Mortgagor assert, claim or contend that any portion of the Revenues are, or should be deemed to be, "accounts" or "accounts receivable" within the meaning of the Bankruptcy Code and/or applicable state law; (iii) that the Revenues are and shall be deemed to be in any such bankruptcy proceeding "cash collateral" of Mortgagee as that term is defined in Section 363 of the Bankruptcy Code; and (iv) that Mortgagee has valid, effective, perfected, enforceable and matured rights in and to the Revenues without any further action required on the part of Mortgagee to enforce or perfect its rights in and to such cash collateral, including, without limitation, providing notice to Mortgagor under Section 546(b) of the Bankruptcy Code.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Governing Law. This Mortgage shall be governed by the internal laws of the State without giving effect to its conflicts of law principles. In the event that any provision or clause of this Mortgage conflicts with applicable laws, such conflicts shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable. This instrument cannot be

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waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought and in accordance with the applicable provisions of the Trust Indenture. If any conflict shall arise between the terms of this Mortgage and the Trust Indenture, the terms of the Trust Indenture shall govern.

Section 6.02. Waiver of Rights. To the extent permitted by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted (i) providing for any appraisalment before sale of any portion of the Mortgaged Estate, or (ii) in any way extending the time for the enforcement of the collection of the Secured Obligations or creating or extending a period of redemption from any sale made in collecting the Secured Obligations. To the full extent Mortgagor may do so under the laws of the State, Mortgagor agrees that Mortgagor will not at any time insist upon, plea, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, extension, redemption or homestead exemption, and Mortgagor, for Mortgagor, Mortgagor's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Estate, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, homestead exemption, notice of election to mature or declare due the whole of the Secured Obligations and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Mortgagor expressly waives and relinquishes any and all rights, remedies and defenses that Mortgagor may have or be able to assert by reason of the laws of the State pertaining to the rights, remedies and defenses of sureties. The waivers and agreements contained in this section and elsewhere in this Mortgage are given by Mortgagor knowingly and voluntarily and upon advice of counsel.

Section 6.03. Limitation of Interest. All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money to be held pursuant to the Trust Indenture or otherwise, or for the performance or payment of any covenant or obligation contained herein or therein, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof or thereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance Mortgagee or holders of the Bonds shall ever receive as interest under the Bonds or this Mortgage or otherwise anything of value which would exceed interest at the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Bonds or on account of other Secured Obligations and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Bonds and such other Secured Obligations, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee and the Bondholder

Representative for the use, forbearance, or detention of the Secured Obligations shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such obligations until payment in full so that the rate of interest on account of Secured Obligations is uniform throughout the term thereof. The terms and provisions of this paragraph shall control all agreements between Mortgagor and Mortgagee.

Section 6.04. [Reserved]

Section 6.05. Notices. Unless otherwise required by law, whenever Mortgagee or Mortgagor shall desire to give or serve any notice, demand, request or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be deemed to have been given: (a) upon receipt if sent by hand delivery; (b) one day after deposit with overnight courier; or (c) two days after deposit in the case of certified mail, postage prepaid, addressed to the following mailing addresses:

If to Mortgagor:	Universal Academy 4612 Lonyo Street Dearborn Heights, MI 48127 Attention: Chief Administrative Officer Telephone: (313) 565-0507 Facsimile: (517) 335-3088
If to Mortgagee:	U.S. Bank National Association Corporate Trust Services (EP-MN-WS3C) 60 Livingston Avenue St. Paul, MN 55107 Attention: Corporate Trust Services Telephone: (651) 495-3917 Facsimile: (651) 495-8097
If to the Bondholder Representative:	Hamlin Capital Management, LLC 640 Fifth Avenue, 6 th Floor New York, NY 10019 Attention: Joseph J. Bridy Telephone: (212) 752-8777

A copy of all notices provided pursuant to this Mortgage shall be sent to the Bondholder Representative. Any party may at any time change its address for such notices by delivering to the other parties hereto, as aforesaid, a notice of such change.

Section 6.06. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

Section 6.07. Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the Secured Obligations, or if the lien is invalid or unenforceable as to any part of the Mortgaged Estate, the unsecured or partially secured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Secured Obligations, and all payments made on such obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Secured Obligations which is not secured or fully secured by the lien of this Mortgage.

Section 6.08. Subrogation. To the extent that proceeds of the Bonds or advances under this Mortgage are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Estate, such proceeds or advances have been or will be advanced by Mortgagee with written consent of the Bondholder Representative, at Mortgagor's request, and Mortgagee shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released of record.

Section 6.09. Change in Ownership. If the ownership of the Mortgaged Estate or any part thereof or interest therein becomes vested in a person other than Mortgagor owning the same on the date hereof, Mortgagee shall, at direction of the Bondholder Representative, and may, with the consent of the Bondholder Representative, but without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the Secured Obligations in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Secured Obligations. No sale of the Mortgaged Estate, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Secured Obligations, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability, if any, of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part; provided that Mortgagor may be released from its original liability under this Mortgage upon transfer of the entire Mortgaged Estate with the written consent of Mortgagee and the Bondholder Representative and as permitted under the Trust Indenture.

Section 6.10. Assignment of Mortgagee's Interest. It is expressly agreed that any and all terms of this Mortgage, the Trust Indenture and all other agreements made or executed by Mortgagor or others in favor of Mortgagee, and all rights, powers, privileges, options and remedies conferred upon Mortgagee, and the Bondholder Representative herein and therein, shall inure to and be for the benefit of, and may be exercised by, Mortgagee, the Bondholder Representative and their successors and assigns, and the words "Mortgagee" shall also mean and include the successor or successors and the assign or assigns of Mortgagee, the Bondholder Representative and their successors and assigns. Mortgagor hereby specifically grants unto Mortgagee the right and privilege, at Mortgagee's option, with written consent of the Bondholder Representative, but subject nevertheless to the provisions of the Trust Indenture, to transfer and assign to any third person all or any part of Mortgagee's rights to receive funds or payments hereunder.

Section 6.11. Time Is of the Essence. Time is of the essence under this Mortgage and the Trust Indenture.

Section 6.12. Obligations of Mortgagor. The obligations of Mortgagor to make payments hereunder and under the Trust Indenture to the extent related to the Bonds and to perform and observe all agreements on its part contained herein and therein with respect thereto shall be absolute and unconditional. Until this Mortgage is terminated or payment in full of all Bonds is made or is provided for in accordance with the Trust Indenture, Mortgagor (i) will not suspend or discontinue any payments under the Trust Indenture to the extent related to the Bonds or neglect to perform any of its duties required thereunder or hereunder; (ii) will perform and observe all of its obligations set forth in the Trust Indenture to the extent related to the Bonds, this Mortgage and the Bonds; and (iii) except as provided herein will not terminate the Trust Indenture or this Mortgage for any cause.

Section 6.13. Immunity of Individuals. No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon or under the Trust Indenture, this Mortgage or the Bonds or upon any obligation, covenant or agreement herein against any past, present or future officer, director, trustee, member, employee or agent of Mortgagor, whether directly or indirectly and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of the Bonds.

Section 6.14. Supplements; Amendments. This Mortgage may be supplemented or amended by written agreement between Mortgagor and Mortgagee with written consent of the Bondholder Representative in accordance with the applicable provisions of the Trust Indenture.

Section 6.15 Power of Attorney. Mortgagee shall, at direction of the Bondholder Representative, and may act as attorney-in-fact or otherwise on behalf of Mortgagor pursuant to Sections 1.22, 3.01 and 5.02(f) of this Mortgage. This power of attorney is coupled with an interest, is durable and is not affected by subsequent disability or incapacity of the principal or lapse of time.

Section 6.16 Non-Merger. Should Mortgagee acquire title to the Property as a result of foreclosure or by conveyance from Mortgagor in lieu thereof, this Mortgage shall not merge in the fee estate of the Real Property but shall remain and continue as an existing and enforceable lien for the Secured Obligations until the same shall be released of record by Mortgagee in writing.

Section 6.17 Direction of the Bondholder Representative. The Bondholder Representative shall have the right as set forth in this Mortgage, by an instrument or instruments in writing executed and delivered to the Mortgagee, to direct action to be taken under this Mortgage; provided that such direction shall not be otherwise than in accordance with the provisions of law and that the Mortgagee shall be indemnified as provided in Section 11.01 of the Trust Indenture.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed on the day and year set forth in the acknowledgment attached hereto and effective on the date first written above.

UNIVERSAL ACADEMY

By: 

Its: President

7819360

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

SECTION A

GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and all public schools are subject to the leadership and general supervision of the State Board of Education; and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the Oakland University Board of Trustees ("University") has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy through its Board ("Contract").

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Oakland University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. **Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.**

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. **The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of this Contract.**

Pursuant to applicable law and the Terms and Conditions of this Contract, **including Article III, Section 3.6**, the Academy Board may employ or contract for personnel according to the position information outlined in **Schedule 5**. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Public Schools Academy Office.

SECTION B

EDUCATIONAL GOAL AND RELATED MEASURES

SCHEDULE 7b

EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress toward the achievement of the educational goal identified in this schedule. If applicable, on average, the Academy's low income and English Language Learners (ELL) students' academic performance must meet or exceed the performance of its peer district's low income and ELL students on the Michigan assessment system. If the Academy fails to meet this measure every year for three (3) consecutive academic years with measurement beginning with the fall 2015 school year, the University will consider the Academy unacceptable and may consider beginning the process to suspend and revoke the Contract.

Upon request, the Academy shall provide The Office of Public School Academies ("PSA Office") with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the University expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

Educational Goal to Be Achieved

Prepare students academically for success in college, work and life.

Measures for Determining Goal Achievement

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, The PSA Office will annually assess the Academy's performance using the following measures.

Measure 1: Student Achievement

The academic achievement of all students in grades 2-11, who have been enrolled for three* or more years at the Academy, will be assessed using the following metrics and achievement targets:

Grade(s)	Metric	Achievement Targets
Grades 2-7	The average college readiness level based on scaled scores from the Performance Series® by Scantron® reading and math tests administered in the spring.	Students enrolled for three* or more years will on average achieve scaled scores equal to or greater than the grade-level achievement targets for reading and math identified in this schedule.
Grades 8-11	The average college readiness level based on subject scores from the Explore®, Plan® and ACT® tests by ACT, Inc. administered in the spring.	Students enrolled for three* or more years will on average achieve Explore, Plan and ACT subject scores equal to or greater than the achievement targets for reading, math, science, and English identified in this schedule.

*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

Achievement Targets

Scantron Performance Series (PS) Targets

Grade	PS Reading Spring Target	PS Math Spring Target
2	2265	2191
3	2504	2380
4	2691	2497
5	2843	2615
6	2921	2733
7	2948	2800
8	3012	2890

EXPLORE, PLAN, and ACT Targets

Grade/Test	Reading	Math	Science	English
8 - EXPLORE	15	17	20	13
9 - EXPLORE	16	18	20	14
10 - PLAN	17	19	21	15
11 - ACT	21	22	24	18

Measure 2: Student Growth

The academic growth of all students in grades 3 through 11 at the Academy will be assessed using the following metrics and growth targets:

Grade(s)	Metric	Growth Targets
Grades 3-8	Growth made by students from fall-to-spring in reading and math as measured by scaled scores on the Performance Series by Scantron.	Students' fall-to-spring academic growth on average will demonstrate measurable progress toward the grade-level achievement targets for reading and math identified in the schedule.
Grades 8-11	Growth made by students in reading, math, science, and English as measured by subject scores on the Explore, Plan and ACT tests.	Students' academic growth between tests on average will demonstrate measurable progress toward the achievement targets for the grade-level subject scores in reading, math, science, and English identified in the schedule.

SECTION C

EDUCATIONAL PROGRAMS

EDUCATIONAL PROGRAM

Universal Academy

Pursuant to Applicable Law and the Terms and Conditions of the Charter Contract, the Academy shall implement, deliver, and support the educational programs identified in this schedule.

MISSION

The mission of Universal Academy (“Academy”) is to provide its students with quality education that focuses on the Michigan core curriculum and an emphasis on international cultures, including the study of a language, culture, and history different from one’s own.

The Academy prepares students to be independent lifelong learners and productive working members of a global society with an academic program that supports and provides diversity, authentic learning experiences, and leadership development skills. The Academy provides an environment that enables various ethnic traditions, values, and experiences to enrich and nurture one another. A safe and orderly learning environment encourages students to become responsible decision-makers who are reflective, equitable, respectful, and understanding. Moreover, the Academy educates the whole child by ensuring students are actively engaged with access to personalized learning experiences, supported by highly qualified teachers, and prepared for success in college, work and life.

The Academy prepares students for a successful transition to the workforce and life after high school by focusing on career and college readiness skills. The goal is to prepare all students to be committed to continuous learning. The Academy strives to maximize each individual’s intellectual, physical, psychological, and moral self by offering a rigorous curriculum based on a thematic approach to learning and planning that integrates concepts across disciplines including 21st century skills that encourage collaboration in cooperative learning structures and project-based opportunities.

VISION

The Academy believes that...

- Quality education enhances the student's mental, physical, and emotional abilities and promotes altruistic thinking in this diverse and divided world.
- Quality education integrates teaching the ethnic and cultural traditions and values into the academic program and develops an awareness of their self, identity, and obligations towards self, family, community, society and the world.
- A successful school inspires the joy of learning.
- All students are capable of learning and can reach their potential if given the opportunity.
- Learning is an on-going life-long process.
- Successful learning requires active participation and involvement in the school by parents and the community.
- Effective schools promote teaming, collaboration, and shared decision-making among staff, students, and community.

VALUES

Through the delivery of the unique internationally minded curriculum and the common Core standards, co-curricular, and extracurricular activities, the Academy endeavors to prepare its students to become contributing members of local, regional, and global communities. As future leaders, students recognize and participate in a free, democratic, and market-driven society by becoming verbally, visually and technologically literate life-long learners. The Academy teaches and embraces the value of diversity, differences and similarities between and among cultures, religions, countries and people of the world. Students demonstrate strong morals, sound character, and a caring attitude toward humankind. **The Four Pillars of Hamadeh Educational Services** which emphasize Scholarship, Character, Culture and Community serve as the foundational focus for curriculum development and instruction. The Academy's value system builds student confidence and develops leadership skills through the character education curriculum and service learning projects.

CURRICULUM

The Academy offers a Pre-k through 12 program. The Academy's educational goals are driven by a strategically designed curriculum that is aligned to the Michigan Standards for English Language Arts and Mathematics (CCSS), the Grade Level Content Expectations (GLCE) and High School Content Expectations (HSCE) for Science (including the Next Generation Science Standards (NGSS), Social Studies, Physical Education, Health, Technology, the Arts and World Language, which support the Michigan Curriculum Framework. The Academy offers the STEM program by integrating content and the skills of science, technology, engineering and mathematics and engages students in 21st century practices through inquiry, critical thinking and reasoning, collaboration, invention, and information literacy. The curriculum is designed thematically and the interdisciplinary planning highlights concepts and learner profile traits for every unit across the core subjects, a second language, the arts, technology, and physical education. The curriculum incorporates best practices by utilizing strategies that are scientifically based, utilizing Marzano's instructional strategies, the Rigor and Relevance Framework, Bloom's Taxonomy, and Webb's Depth of Knowledge in a student-centered approach.

Teachers design the units of inquiry that both transcend and articulate conventional boundaries of the following six subjects: English, foreign language (Arabic), social studies, mathematics, science, and physical education with technology integration among all subjects (Alvarado, 2003). Health standards are addressed with science instruction while character education is embedded throughout the interdisciplinary units. The unit framework also incorporates the five essential elements of knowledge, concepts, skills, attitudes, and action. These elements allow students to gain a deeper understanding of knowledge that is relevant and of global significance.

As students transition to the middle school, the inquiry approach to learning continues with units that are designed around a guiding question. Continuously revisited throughout the unit, the guiding question leads to essential questions that are more specific to content. Students are scheduled in English, a second language (Arabic), humanities, sciences, mathematics, arts, physical education and health. Technology is embedded in all courses and supports the teaching and learning process. Aligning to the rigorous curriculum planning process utilized throughout the Academy, the written, taught, and the assessed curriculum are linked through the

understanding that every teacher, student, and parent is a learner. While the expression of issues, concepts, and ideas on paper are necessary, it is the interpretation of the written curriculum into daily practice by teachers that has a huge influence on the success of students. The development of a range of authentic and targeted assessment strategies, focused on the learning, brings balance and integrity to the curriculum (Marzano, 2009).

At the high school level students will be equipped with the knowledge and skills to be successful in college and the workplace in this 21st Century and to meet the graduation requirements. Students are expected to follow a course of study as outlined and updated in their Educational Development Plan (EDP) and in preparation for post-secondary education or career readiness as applicable to student's individual needs. Students must take all required MDE's Core courses, choose additional credits from a variety of electives that are offered in the Academy's course offerings, complete at a minimum of 50 hours of community service, and have the option to take AP classes in ELA, Math, Science, Social studies, and foreign language (Arabic) and Dual Enrollment. A Personal Curriculum (PC) is also offered as an option for any student or family as a way to modify certain graduation requirements and earn a diploma. The purpose of secondary education is to prepare students for life after high school.

English Language Arts

The Academy's English language arts curriculum incorporates Literacy Across Curriculum (LAC) and provides robust instruction in vocabulary and inquiry/investigations with a strong foundation of phonemic awareness, phonics, fluency, and comprehension strategy instruction. These foundational skills serve to develop students with strong literacy skills as students interact with literary and informational text. Leveled reading groups allow for differentiation of instruction, meeting the need for individualized advancement of every student.

Mathematics

The mathematics curriculum focuses on mathematical thinking, which emphasizes problem-solving skills along with basic skill practice and applications. Instructional delivery presents numerous methods (e.g. math games, mental math, learning centers using manipulative and technology-based resources) for students to learn concepts and practice skills. Delivery is also balanced in that lessons may be whole group, small group, or individualized with occasion for hands-on and project-based learning opportunities.

Science

Science instruction emphasizes a philosophy that students' learn best through guided inquiry and concrete exploration. The Academy's science program incorporates the MDE's Science Grade Level Content Expectations (GLCEs) and the Next Generation Science Standards (NGSS) and provides for integrated science strand studies that include labs and the integration of technology. Science education employs hands-on approach guiding students into a deeper knowledge of scientific principles – reflecting the interconnected nature of science as it is practiced and experienced in the real world. Teachers guide students during the experiments to facilitate, enhance, and ensure learning outcomes for each student. The science program continues to build upon topics and provides students with opportunities to study more advanced science concepts. Additionally, the Michigan Model for Health is integrated within the science curriculum to

reinforce health concepts for kindergarten through fifth grades, and into physical education for grades six through eight. In high school, students are required to complete basic Health and Fitness credits and have opportunities to expand on their knowledge and experiences through the offerings and selection of electives in physical health and fitness and AP classes.

Social Studies

The social studies curriculum includes the strands articulated by the National Council for Social Studies. The curriculum includes 1) culture; 2) time, continuity, and change; 3) people, places, and environment; 4) individual development and identity; 5) individuals, groups, and institutions; 6) power, authority, and governance; 7) production, distribution, and consumption; 8) science, technology, and society; 9) global connections; and 10) civic ideals and practices. Instruction incorporates the multiple intelligences, cooperative learning, and nonlinguistic representations (e.g. graphic organizers). A strong emphasis is placed on literacy as students interact with informational text using the social studies resource and numerous informational resources. Students are connected to current events and guided through processes of inquiry as they evaluate historical and current issues as they review primary and secondary print and digital sources.

Technology

Technology instruction is integrated throughout the curriculum with scheduled computer lab sessions, via classroom Smartboards and virtual learning consisting of blended learning settings and online courses with support by highly qualified teachers. Students learn to use a variety of computer programs and applications. Further, technology is used to conduct research, enhance critical thinking skills, and as a tool to communicate. At middle school, students complete various cross- disciplinary units implementing the technology design cycle. In high school, several electives will be offered to ensure students are technology literate at a 21st century pace.

Physical Education

The Academy's physical education program promotes the teaching of knowledge, skills, and attitudes that enable children to be active for life. Students are presented with activities that improve coordination, enhance motor skills, and encourage team building. Additionally, the Michigan Model for Health is integrated within the science curriculum to reinforce health and physical education concepts. The Academy also participates with the Presidential Youth Fitness Program that aims at keep kids healthy and living an active lifestyle.

Arts

Visual arts and performing arts are introduced through units of inquiry. The Academy's visual arts program emphasizes the elements of art, the principles of design, and color theory. The performing arts include music instruction that introduces and builds upon the elements of sounds, rhythms, tempos, through singing, chanting, listening, and performing.

Our visual, performing, and applied arts curriculum ensure that all students have a foundation and experience in artistic/creative process by the time they graduate from high school. The Academy follows the Michigan Merit artistic/creative process model for all students.

Research-Based Instructional Strategies/Methodologies

As a non-linear model, the Academy's curriculum illustrates a process that is finely tuned, whereby the written, taught, and assessed curriculum has interwoven components. It requires consideration of the assessment of the learning to be thought about much sooner and in greater depth, than is traditionally the case. Beginning with the end in mind, the Academy follows the backward design model. The backward design model centers on the idea that the design process should begin with identifying the desired results and then "work backwards" to develop instruction. The three main stages of the model are to identify desired outcomes and results, determine what constitutes acceptable evidence of competency in the outcomes and results, and then plan instructional strategies and learning experiences that bring students to these competency levels (Wiggins, 2005).

Highly qualified teachers lead the design and implementation of the Academy's curriculum units. In collaboration with experienced mentors and instructional leaders, proactive monitoring of student progress towards standards mastery is scheduled bi-weekly. As a result, individualized educational plans are devised to include differentiated instruction including project-based learning and authentic, formative, and summative assessments (Irons, 2007). Working with individual student learning plans the differentiating of instruction provides learning experiences that enhance mastery for all students. "Differentiated instruction in a classroom looks at students' commonalities as well as their differences and uses that to dictate their teaching and grouping strategies" (Tomlinson, 2001). In the classroom, teachers connect differentiated strategies (e.g. tiered activities) with Gardner's multiple intelligences. These researched best practices enable the Academy to fulfill its mission of ensuring that all learners have equity in attaining the educational goals and maximizing individual potential.

To ensure students reach maximum potential, Academy staff utilizes the best practice of assessments being multidimensional, thoughtful, and periodic to provide ongoing feedback to students about progress of learning. The authentic assessment of a task represents a more student-centered approach and more meaningful application of student knowledge. Similarly, across the curriculum, formative assessment guides instructional planning as it provides immediate feedback as to how students are mastering the content. In the classroom, teachers use multiple variations of assessments (observations, questioning, exit slips) to monitor student progress and to provide students the opportunity to reflect on the work and draw new conclusions based upon the feedback.

Curriculum Flexibility

The Academy's curriculum is flexible to address the needs of all learners. The curriculum lends itself to differentiated instruction, inclusion of the multiple intelligences, and incorporates diverse learning styles. At the elementary level, student-centered instruction, founded on inquiry and flexible grouping, allows for teachers to extend learning and application of skills for gifted and talented students while providing support through interventions to students who may not be independently succeeding at grade level expectations.

The Academy's leveled reading and mathematics resources are designed to provide higher order thinking skill applications that nurture the abilities of exceptional students whose interests are

further enriched in after school math, science, and technology clubs. As gifted and talented students reach the middle school level, individuals are assessed for placement in math and/or English. The placement prepares students for earlier completion of core courses in the high school curriculum and to qualify for dual enrollment and Advanced Placement (“AP”) courses in tenth, eleventh and/or twelfth grade.

The differentiation of instruction and assessment within the Academy’s curriculum design serves the needs of both the advanced as well as the at-risk student population. The Academy identifies students eligible for special services such as Title I, at-risk, limited English language proficiency and special education during the enrollment process. As factors contributing to barriers to learning may arise subsequent to enrollment, student needs are also identified in regular monitoring of student progress towards standards mastery. Instructional and support services for below grade level students and at-risk Section 31a students include full inclusion English language learner instructional programs following the Sheltered Instruction Observation Protocol (“SIOP”) components, tutoring, extended day/year, and a summer program. The Academy ensures all certified teachers and qualified paraprofessionals are scheduled shared planning and mentoring time to plan lessons that reinforce concepts and serve to advance students to mastery (Short, 2008). Further supports are provided to below grade level students through the Academy’s Response to Intervention (“RTI”) program. The Academy’s RTI model utilizes tiers to address student needs and provide interventions, including small groups and one on one targeted instruction.

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the IEP team and together the team is making decisions that are subject to requirements regarding provision of the least restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current Individualized Educational Program (“IEP”) enrolls in the Academy, the Academy will implement the existing IEP to the extent possible, or will provide an interim IEP agreed to by parents until a new IEP can be developed. IEP’s will be developed, revised, and implemented in accordance with the Individuals with Disabilities Educational Improvement Act (“IDEIA”) and state law and regulations.

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

1. The Academy is responsible for providing a free appropriate public education to children with disabilities enrolled in the Academy that have been determined through an IEP to require Special Education programs and services.
2. The Academy will ensure that a multidisciplinary team, as defined in the Michigan Special Education Rules, properly evaluates children who are suspected of having disabilities and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEIA, and reviewed on an annual basis or more frequently as determined by the IEP team.

The Academy provides a resource room program with supplemental services for students eligible for special education services depending upon student need. Supplemental services include, but are not limited to, teacher consultants for vision impaired, hearing impaired and occupational therapy, speech and language pathology, psychological and social work services. Additional programs and/or services are provided as needed and determined per the Individualized Education Program Team (“IEPT”) Report.

Child Support Teams are involved in the pre-referral process of students and are comprised of administration, school social worker, general education teacher, and the special education teacher when applicable. Students are identified as eligible either upon new enrollment or with a pre-referral process. Students are serviced in compliance with all state and/or federal laws with the student’s needs/best interest as the continued focus. A full Response to Intervention model is in effect to ensure students are placed based on need and interventions. All students have equal access to general education curriculum, materials and resources so that they may pursue an education and graduate with a diploma meeting the Michigan Merit Curriculum (“MMC”) requirements and are prepared for success in college, work, and life.

Success in college, work, and life

The Academy’s program is designed to provide its students with the education and skills needed to become successful adults who positively contribute to society. Delivery of teaching and learning activities, aligned with the National Common Core Standards, focused on 21st century skills, provide the opportunities students need to become global minded productive citizens. Co-curricular activities as well as extra-curricular enrichment activities, aligned to the Academy’s goals and objectives, ensure that the skills being taught are given application opportunities that are real and instrumental in preparing students for adulthood. This allows the Academy to focus on the student as a whole in implementing both core academics and curriculum beliefs and values.

Academy programs prepare students to become problem-solvers, utilizing conflict resolution strategies through character building activities, hands-on and project-based learning. Students develop leadership skills by cooperatively working in groups, collaborating amongst peers, and through problem solving tasks. With a focus on planning, organizational, and communication skills, effective leadership roles emerge. To further develop leaders and to ensure students are globally competitive, technology is integrated across all subjects. Students learn to use technology as a tool to conduct research and as a means of communication with others (Pitler, 2007). Technology integration allows students to explore information in order to find answers to inquiries, develop solutions to problems, pursue areas of interest, and develop a life-long love for learning (ISTE, 2008).

The Academy embraces diversity of culture. Students develop a strong self-value and identity through cultural awareness of the school community through the implementation of the HES Four Pillars and the rigorous curriculum resources. This awareness helps students understand roles in the school, community, and world. Self-reflection is embedded throughout all students’ progress. Through reflection, students identify strengths and areas of interest/need for career planning, and establishing academic goals. Regular monitoring of student progress towards goals is facilitated by teachers and counselors during Approaches to Learning sessions with the use of

student portfolios which students contribute to at the end of each unit, and revisited every trimester with sample artifacts students select to represent learning.

Educational Development Plans

P.A. 141 of 2007 requires districts to provide students an opportunity to develop an Educational Development Plan (EDP) as part of their college career readiness. At the Academy, an EDP is developed in the seventh grade and facilitated by administrators and counselors throughout the high school years. Once completed teachers and the counselor ensure maintenance and ongoing updates of the plan. The EDP includes personal information, student identified career goals, assessment results, long-term planning to support post-secondary or post-school options, and information on resources and other learning experiences that support the achievement of student goals.

ASSESSMENTS

Students are initially assessed in core academic areas using a nationally recognized standardized test, Scantron Performance Series, in kindergarten through eighth grade in the fall and spring of each year. English language learners (“ELL”) are initially assessed in English language with the World-Class Instructional Design Assessment (“WIDA”). Additionally, students have been assessed annually through the administration of the Michigan Educational Assessment Program (“MEAP”) until Fall 2013. This year all schools have participated in the Michigan Student Test of Educational Progress (“M-STEP”) and will continue to participate in the future of state assessments. Teacher-created assessments serve as the foundation for measuring student progress toward standards and learning targets. Teacher-created assessments include formative and summative assessments, portfolios, observation, and foreign language placement (Ainsworth, 2007). PLAN/EXPLORE are administered to grades 8-11. Students in grades 10, 11, or 12 have participated in taking the ACT. In year 2015-16 and on, students will be required to take the SAT assessment or as the State may require.

Student data is tracked electronically using PowerSchool and Tableau, our own data systems, as well as other state, federal, and/or Intermediate School District (“ISD”) reporting systems. The electronic system assists in the identification of students with special needs, the implementation of the provision of services, and tracking, monitoring, reporting progress. Further, as indicated, staff members use assessment data to inform instructional planning that provides for differentiated instruction and to determine changes in instructional delivery.

Program Evaluation

Evaluation of the educational program is a collaborative effort among instructional staff and other stakeholders including students, parents, instructional leaders, curriculum leaders, and data/evaluation experts. Student reflections on instructional strategies, resources, and services are considered along with parent input in reviewing student progress data to identify level of mastery in standards and inform pacing of instruction (Epstein, 2009). Assessment data is analyzed by teachers and department leaders at least three times a year to drive recommendations on educational program effectiveness and enhancements needed during the year. Data from annual

stakeholder surveys provide key data used during the consolidated needs assessment completed in the spring. These findings and recommendations are collaborated on within the school improvement team to analyze strategies and interventions, to identify effectiveness of resources and programs, and to establish goal and objectives for the upcoming school year (Zmuda, 2004). The Academy's school improvement committee includes staff, parents, students, and community members who participate in curricular reviews and development to prepare students for achievement in the common core college and career readiness standards.

PRE-K PROGRAM

The Academy operates an early childhood education program (Pre-Kindergarten and Great Start Readiness Program) and uses Creative Curriculum as the core educational program for early childhood and the teaching of a second language (Arabic). The GSRP program is overseen by and complies with the Intermediate School District, the Wayne County RESA's and the State's requirements.

Unless permitted under Applicable Law or administrative rule, the Academy shall not use the state school aid funds to establish or operate its early childhood education program. In accordance with Applicable Law and administrative rule, the Academy shall budget and account for funds and expenses associated with its early childhood education program.

CURRICULUM

Continued on next page...

SECTION D
CURRICULUM

CURRICULUM

Pursuant to Applicable Laws and the Terms and Conditions of the Charter Contract, the Academy shall implement, deliver, and support the curriculum identified in this schedule.

The Academy has adopted the HES written curriculum for the subjects and courses identified in this schedule

:

ELEMENTARY, MIDDLE AND HIGH SCHOOL													
Course	K	1	2	3	4	5	6	7	8	9	10	11	12
CROSS-DISCIPLINE UNITS													
English Language Arts	X	X	X	X	X	X	X	X	X	X	X	X	X
Math	X	X	X	X	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X	X	X	X	X	X
Physical Education	X	X	X	X	X	X	X	X	X	X	X	X	X
Art	X	X	X	X	X	X	X	X	X	X	X	X	X
World Language: Arabic	X	X	X	X	X	X	X	X	X	X	X	X	X
Technology	Embedded						X	X	X	X	X	X	X
Health	Embedded						X	X	X	X	X	X	X
Character Ed (ATL)	Embedded												

Curriculum is in a separate file due to size.

SECTION E

METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, the Academy shall properly administer the academic assessments indentified in this schedule and in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the PSA Office.

The Academy shall authorize the PSA Office to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's Michigan Educational Assessment Program ("MEAP"), Michigan Merit Exam ("MME") and other state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to be Administered:

<u>Grade(s)</u>	<u>Academic Assessment(s)</u>
Grade K-1	Performance Series (PST) Reading and Math or other assessment approved by PSA Office
Grade 2	Performance Series (PST) Reading and Math
Grades 3-8	Michigan Educational Assessment Program ("MEAP") Performance Series (PST) Reading and Math
Grade 8	EXPLORE by ACT
Grade 9	Michigan Educational Assessment Program ("MEAP") EXPLORE by ACT
Grade 10	PLAN by ACT
Grade 11	Michigan Merit Exam ("MME")

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

STUDENT APPLICATION AND ENROLLMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Attachment.

Enrollment Limits

The Academy will offer pre-kindergarten through 12th grade. **The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.**

Requirements

Section 504 of the Revised School Code states that public school academies will neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment will be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, the Academy will not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils.
- The Academy may give enrollment priority to a child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. 504(4)
- The Academy will allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils will be selected for enrollment through a random selection drawing.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school academy or public school pursuant to section 504(4) of the Revised School Code.

- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Public School Academy Office for review.
- Any matriculation agreement entered into by the Academy shall be added to this attachment through a contract amendment in accordance with this Contract.
- Until this matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Application Process

- The application period will be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy will accept applications all year. If openings occur during the academic year, students will be enrolled. If openings do not exist, applicants will be placed on the official waiting list. The waiting list will cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students will be admitted according to the official waiting list. The position on the waiting list will be determined by the random selection drawing. If there is no waiting list, students will be admitted on a first-come, first-served basis.
- **The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the Public School Academy Office.**

Legal Notice or Advertisement

- The Academy will provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. **A copy of the legal notice must be forwarded to the Public School Academy Office.**
- At a minimum, the legal notice or advertisement must include:
 - A. The process and/or location(s) for requesting and submitting applications.
 - B. The beginning date and the ending date of the application period.
 - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice or advertisement of the application period will be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, will be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The Academy will notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must re-apply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
 - A. The number of students who have re-enrolled per grade or grouping level.
 - B. The number of siblings seeking admission for the upcoming academic year per grade.
 - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 - D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy will:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- **Notify the Public School Academy Office of both the application period and the date of the random selection drawing, if needed.** The Public School Academy Office may have a representative on-site to monitor the random selection drawing process.

The Academy will use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy will:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.

- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy will notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students will appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284 and 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to Office of Public School Academies ("PSA Office") in accordance with the Master Calendar of Reporting Requirements.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to The PSA Office prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this schedule.

The Academy will enroll students in grades PK-12. The Academy may revise grades with the prior written approval of the authorizing body.