

*LAKE SUPERIOR STATE
UNIVERSITY BOARD OF
TRUSTEES*

A
**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

TO

ADVANCED TECHNOLOGY ACADEMY
(A PUBLIC SCHOOL ACADEMY)

July 1, 2022

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**AUTHORIZING RESOLUTION
AND
RESOLUTION**



**RESOLUTION ADOPTED BY LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES ON JANUARY 21, 2022**

On motion by Mr. Timothy Lukenda and second by Dr. Mark Mercer,
the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system; and

WHEREAS, under the Revised School Code, the Lake Superior State University Board of Trustees (“University Board”), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, on January 27, 2017, the University Board issued to **Advanced Technology Academy** (the “Academy”) a Contract to Charter a Public School Academy (the “Current Contract”) with a term of five (5) years; and

WHEREAS, the Current Contract will expire on June 30, 2022 and the Academy has asked the University Board to issue a new contract to charter a public school academy; and

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

WHEREAS, the University Charter Schools Office (the “CSO”): (1) has evaluated and assessed the Academy’s operation and performance related to the Current Contract, (2) determined that the Academy has satisfied the conditions that the University Board and the CSO have established; (3) determined that the Academy’s academic achievement for all groups of pupils as measured by assessments and other objective criteria is satisfactory; and (4) recommends that the University Board issue a new contract to charter a public school academy to the Academy.

NOW, THEREFORE, BE IT RESOLVED:

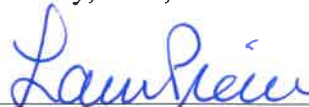
1. The University Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
 - a. The University Board approves the form of the Contract and related documents as submitted to and reviewed by the University Board;

- b. The University Board approves and authorizes the issuance of the Contract and related documents and authorizes the Lake Superior State University President (the "President") to execute the Contract and related documents issued by the University Board to the Academy, provided that, before execution of the Contract, the University President or his designee affirms the following:
- i. all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and applicable law;
 - ii. the Academy has submitted all due diligence and other information required by the CSO Officer and the University Board's legal counsel and the CSO Officer is satisfied that the Academy will be able to operate successfully;
 - iii. the Contract term does not exceed seven (7) years and ends not later than June 30, 2029; and
 - iv. the Contract for the Academy is substantially similar to the charter contract reviewed and approved by the University Board on this date, with the only changes being those made by the CSO, in consultation with the University Board's legal counsel, that are in the University Board's best interest.

2. This resolution shall be incorporated in and made part of the Academy's Contract.

I, the undersigned, as Secretary of the Lake Superior State University Board of Trustees, do hereby certify the foregoing resolution was adopted by the Lake Superior State University Board of Trustees at a public meeting held on the 21st day of January, 2022, with a vote of 7 for, 0 opposed, and 0 abstaining.

Signature: _____





LAKE SUPERIOR STATE UNIVERSITY

PUBLIC SCHOOL ACADEMY AND SCHOOL OF EXCELLENCE BOARDS OF DIRECTORS: METHOD OF SELECTION AND APPOINTMENT

The Lake Superior State University Board of Trustees declares that the method of selection, length of term, and number of board members of a public school academy (PSA) or school of excellence (SOE) shall be as follows.

Method of Selection and Appointment

The Lake Superior State University Board of Trustees (“Board”) shall prescribe the methods of appointment for members of an academy’s board of directors. The director of the charter school office is authorized to develop and administer an academy board selection and appointment process that includes a *Public School Academy Board Application* and is in accord with these policies:

1. The Board shall appoint the initial and subsequent academy board of directors. The director of the charter school office shall recommend nominees to the Board based upon a review of the *Public School Academy Board Application* and interview of candidates.
2. The academy board of directors, by majority vote, shall nominate its subsequent members. The academy board of directors shall recommend to the Board at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Application* for review by the charter school office. The charter school office shall interview all new applicants.
3. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with approval of the Board’s chair, the director of the charter school office may appoint a qualified individual to an academy’s board of directors. All appointments made under this provision must be presented to the Board for final determination at its next regularly scheduled meeting. The Board reserves the right to review, rescind, ratify or approve any appointments made under this provision.

Length of Term

The term of each position of the academy board of directors shall be for a period of three (3) years, except the terms of the initial positions of the academy board of directors which shall be staggered one (1), two (2), and three (3) year terms. All appointments shall be for a period of three years, except appointments made to fill the positions of the initial academy board of directors, an appointment made to complete the unexpired term of a vacant position or appointments made to give effect to the requirement for staggered terms.

Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9).

Prerequisite Qualifications of Members

Before individuals become members of an academy's board of directors, the nominee must: (a) be recommended by a majority vote of the academy board; (b) submit the *Public School Academy Board Application* which must include authorization to process a criminal background check; (c) be recommended for appointment by the charter school office; (d) be appointed by the Board or its designee; (e) take the oath of office; (f) sign the *Oath of Public Office*.

The members of the academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) a Lake Superior State University official or employee, as a representative of Lake Superior State University. At least one member of the academy board must reside in the local community. Academy board members must be citizens of the United States of America.

Oath of Public Office

All members of the academy board of directors must take the constitutional oath of office and sign the Oath of Public Office. The oath and acceptance of office must be on file with the University Charter Schools Office within ten (10) days of signing.

Board Training

The Board of Trustees notifies the PSA and SOE boards that participation by Board Members in board training annually is a criterion for renewal of charters by the LSSU Board of Trustees.

Note: These provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued. The charter school office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

LSSU Board Approval:

Signed: Jenny Kronk
Jenny Kronk, Chair, Board of Trustees

Date April 27, 2012
April 27, 2012

**CONTRACT TERMS
AND CONDITIONS**

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2022

ISSUED BY

THE LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES

TO

**ADVANCED TECHNOLOGY ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

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

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

WHEREAS, the Lake Superior State 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 Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

ARTICLE I

DEFINITIONS

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

- (a) “Academy” means the Michigan nonprofit corporation named Advanced Technology 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, including all rules, regulations, and orders promulgated thereunder.
- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of

the Academy and supplemented by material submitted pursuant to the University Board's requirements for reauthorization.

- (e) "Authorizing Resolution" means the Resolutions adopted by the University Board on January 21, 2022.
- (f) "Charter Schools Director" means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is also responsible for administering the University Board's responsibilities with respect to the Contract.
- (h) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) "Conservator" means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (l) "Director" means a person who is a member of the Academy Board of Directors.
- (m) "Educational Service Provider" or "ESP" means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (n) "Educational Service Provider Policies" or "ESP Policies" means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and part of this Contract. Upon

amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (o) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (p) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (q) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the Charter Schools Office for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (r) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “President” means the President of Lake Superior State University or his or her designee.
- (t) “Resolution” means the resolution adopted by the University Board on April 27, 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.

- (u) “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.
- (v) “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.
- (w) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (x) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (y) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2022, Issued by the Lake Superior State University Board of Trustees to Advanced Technology Academy Confirming the Status of Advanced Technology Academy as a public school academy.”
- (z) “University” means Lake Superior State University, a state public University, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.391 et seq.
- (aa) “University Board” means the Lake Superior State University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (bb) “University Board Chairperson” means the Chairperson of the Lake Superior State University Board of Trustees or his or her designee. In Section 1.1(cc) below, “University Board Chairperson” means the Board Chairperson of the Lake Superior State University Board of Trustees.
- (cc) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

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

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

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

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

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

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

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

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

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

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

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

Section 3.2. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. As fiscal agent, the University Board assumes no responsibility for the financial condition of the Academy. The University Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the University Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

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

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

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Office describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Director's recommendation will be submitted by the Charter Schools Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

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

Section 3.7. Charter Schools Office Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded

by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction to the Charter Schools Office for prior review by the Charter Schools Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Office 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 Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the Charter Schools Office may request. Unless the Charter Schools Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Director may disapprove the proposed transaction if, in his or her judgment, the proposed transaction violates this Contract or Applicable Law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Director. By not disapproving a proposed transaction, the Charter Schools Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

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

Section 3.9. University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite

the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

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

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

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

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;

- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

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

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

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

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

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

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

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

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

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

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

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

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

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

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions.

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

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

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

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 Applicable Law.

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAW

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act (“FOIA”), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

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

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the University Board delegates to the Charter Schools Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Charter Schools Director, the University Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the University Board by the Academy.

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

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

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

Section 9.6. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

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

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

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

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers,

employees or agents in relation to their performance under this Contract;
or

(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

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

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

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

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

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

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

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

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

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

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response

includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Director prior to a review of the Academy Board's response.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.10 of these Terms and Conditions.

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

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

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

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

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene

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

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

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

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

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

Section 10.10. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year.

The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

- (c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.

- (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS	
for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)	
NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better	
EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011	
COVERAGE	REQUIREMENTS
General or Public Liability (GL)	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence & \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse & Molestation coverage.</p> <p>Must include Directors' & Officers' coverage.</p> <p>Must include School Leaders' E&O.</p>

	Can be Claims Made or Occurrence form.
	If Claims Made, retroactive date must be the same or before date of original University-PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	\$1,000,000 per occurrence & \$3,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as an Additional Insured with Primary and Non-Contributory Coverage.

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS
for Public School Academies (PSA), Strict Discipline Academies (SDA)
Urban High Schools (UHS) & Schools of Excellence (SOE)

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

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

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit requirements.	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.

COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence form.
	Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability

COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage.
	Must include third party coverage.
	\$500,000 limit.

COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the

	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as Additional Insured with Primary and Non-Contributory Coverage.
	All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

**M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS
for Public School Academies (PSA), Strict Discipline Academies (SDA)
Urban High Schools (UHS) & Schools of Excellence (SOE)**

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

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

ADDITIONAL RECOMMENDATIONS

COVERAGE	RECOMMENDATION
Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
Automobile Physical Damage	Coverage for damage to the owned or used vehicle.

DISCLAIMER:

By requiring such minimum insurance, the University and M.U.S.I.C. shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

Insurance carrier(s) must have an AM Best Rating of "A - VII" or better.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall have a provision included in all policies requiring notice to the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of

insurance renewal “Acord” copies of the insurance certificate of liability insurance and public school academy insurance verification document to the Charter Schools Director, or upon request, submit copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

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

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

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original University-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
University must be included as Additional Insured with Primary Coverage	
COVERAGE	REQUIREMENTS
Automobile Liability (AL)	\$1,000,000 per accident

for Owned and Non- Owned Autos	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

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

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

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

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

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

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

Section 11.5. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's

physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

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

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

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

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

“Indemnification of Lake Superior State University. The parties acknowledge and agree that the Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives (collectively referred to as “the University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the [insert name of Educational Service Provider] hereby promise to indemnify, defend, and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by the University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury,

sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with Lake Superior State University Board of Trustees' approval of the Academy's application, Lake Superior State University Board of Trustees' consideration of or issuance of a Contract, the [insert name of Educational Service Provider's] preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by the [insert name of Educational Service Provider], or which arise out of the failure of the [insert name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Lake Superior State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement."

"Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the Lake Superior State 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. [Insert name of Educational Service Provider] agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Lake Superior State 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 [insert name of ESP] agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

"Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site

closure or reconstitution, with no cost or penalty to the Academy, and [insert name of Educational Service Provider] shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”

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

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

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

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

ARTICLE XII

GENERAL TERMS

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

If to the University Board: Charter School Office Director
Lake Superior State University
650 W. Easterday Avenue
Sault Ste. Marie, Michigan 49783

If to Outside Counsel: Courtney F. Kissel
Dykema Gossett PLLC
201 Townsend Street, Suite 900
Lansing, Michigan 48933

If to Academy: Advanced Technology Academy
4801 Oakman Blvd.
Dearborn, MI 48126

If to Academy Counsel: Seymour Nayer
Plunkett Cooney
38505 Woodward Ave., Ste. 100
Bloomfield Hills, Michigan 48304

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

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 7 years until June 30, 2029, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

Section 12.12. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the

PART 6A TERMS AND CONDITIONS – UNIVERSITY

7/1/2022

parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

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

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

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

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

Section 12.17. Information Available to the Public.

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

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

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

Section 12.20. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.23, shall not:

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

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

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

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

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

Section 12.21. Disclosure of Information to Parents and Legal Guardians. Subject to Section 12.23:

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

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

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the University Board, University, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the University Board, University, Charter Schools Office
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

- (a) Subject to Section 12.23, the Academy shall do all of the following:
- (i) Develop a list of uses (the “Uses”) for which the Academy commonly would disclose a student’s directory information.
 - (ii) Develop an opt-out form that lists all of the Uses and allows a student’s parent or guardian to elect not to have the student’s directory information disclosed for 1 or more Uses.
 - (iii) Present the opt-out form to each student’s parent or guardian within the first thirty (30) days of the school year and at other times upon request.
 - (iv) If an opt-out form is signed and submitted to the Academy by a student’s parent or guardian, then the Academy shall not include the student’s directory information in any of the Uses that have been opted out of in the opt-out form.

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

Section 12.23. Confidential Address Restrictions.

(a) The Academy shall not disclose the confidential address of a student if the student or the student's parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card, in a form and manner prescribed by the Michigan Department of Education.

(b) The term “confidential address” shall have the meaning as defined in MCL 380.1136.

Section 12.24. Partnership Agreement. If the Department and State Reform Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.25. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.26. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result

in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.27. Academy Emergency Operations Plan.

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

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

Section 12.28. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.29. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.30. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

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


(b) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school

building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and

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

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

**LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES**

By: 
Rodney S. Hanley, Ph.D., President

Date: July 1, 2022

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.

ADVANCED TECHNOLOGY ACADEMY

By: _____
Steven Borich, Academy Board President

Date: July 1, 2022

building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and

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

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

**LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES**

By: _____
Rodney S. Hanley, Ph.D., President

Date: July 1, 2022

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.

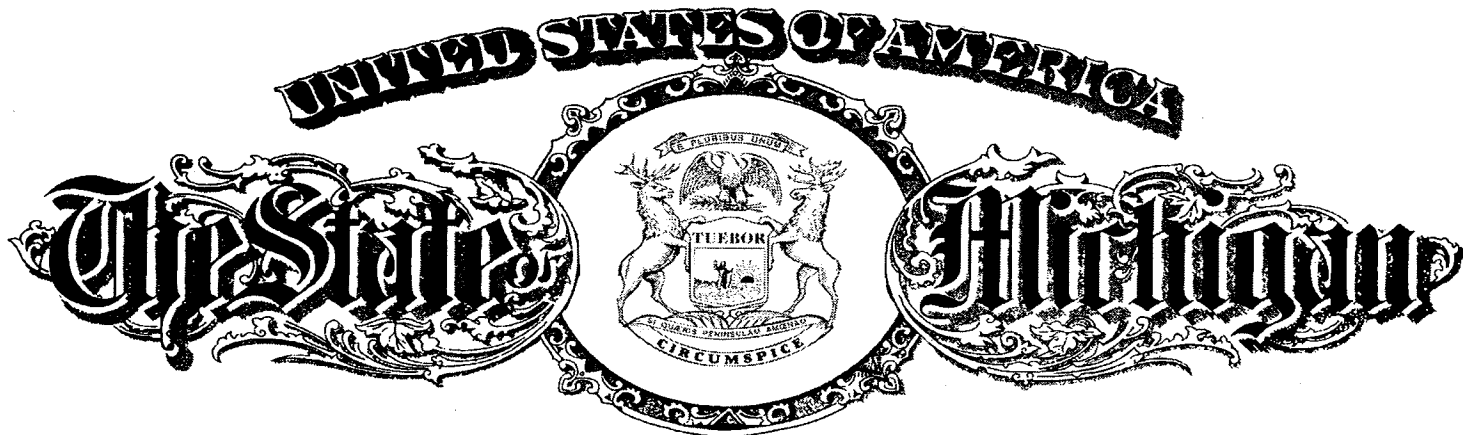
ADVANCED TECHNOLOGY ACADEMY

By:  _____
Steven Borich, Academy Board President

Date: July 1, 2022

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

ADVANCED TECHNOLOGY ACADEMY

was validly Incorporated on February 16 , 1999 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

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

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



In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 13th day of June , 2022.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 22060330004

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

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

OF

Advanced Technology Academy

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 *et seq.*, and Parts 6A of the Michigan School Code of 1976 (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Advanced Technology Academy

The authorizing body for the corporation is: Lake Superior State University.

ARTICLE II

A. Goals

The Academy's program is designed to, and the staff is uniformly committed to, attaining the following educational goals:

1. Provide a high quality public education opportunity to an under-served community of students from ninth through twelfth grade and their families.
2. Develop a model educational environment in which all young people are expected to, given support to, and do, achieve at the highest levels of academic and social performance.
3. Inspire student learning through an innovative curricular program coupled with a creative, motivational team of educators committed to each learner's individual success.
4. Engage students in taking charge of their own learning in a way which promotes high achievement and a commitment to life-long learning.
5. Strongly promote the full and active involvement of parents, business, and the general community in enhancing our young people's learning.
6. Nurture a safe environment in which we explore and develop a sense of appreciation for diversity: personal, academic, gender, ethnic, skill, and life experience.
7. Provide a school organization that empowers decision making closest to the learners.
8. Make ongoing professional development a top priority, and the Academy a demonstration site for observation of effective educational practice and achievement.

9. Continually seek supplemental resources, public and private, that will assist the Academy in accomplishing its mission and goals.
10. Provide broad-based parent training and skill development opportunities including required parent involvement.
11. Provide job specific basic skills, vocational training, and GED preparation.
12. Design a rigorous work based program that will introduce students to the concepts and skills needed to understand and succeed in the complex and ever changing society.
13. Feature programs that target employment opportunities for underrepresented women and minorities.
14. Offer technological programs that are effectively integrated across curricula area that result in a technologically literate individual.
15. Establish School-To-Work Partnerships that include school-based learning, work-based learning, and connecting activities.

B. Curriculum Outline

The instructional process of the Academy is designed around projects that are interdisciplinary and engage students in individual and cooperative learning groups. Teachers will assist in the selection of the specific content areas, ensuring that the instructional process and the content will motivate and support student's successful accomplishment of the curriculum standards and educational goals. Working in regular curriculum team meetings during the year, teachers will identify project themes that will promote deeper intellectual understanding and enable students to make real connections between what they are studying in school and what happens in the world around them.

Themes will engage students not only in reading and writing, but also in experimenting, designing and creating their own learning. Students will have opportunities to infuse ideas into the curriculum that have local family or community meaning and significance.

C. Range of Pupils to Be Served

The Academy's educational program is designed to serve the learning needs of students from pre-kindergarten through twelfth grade.

ARTICLE III

The purposes for which the corporation is organized are:

1. Operation as a public school academy in the state of Michigan pursuant to Parts 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be in accordance with Section 115 of the Internal

Revenue Code of 1986, as amended, ("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 entities anticipated by said Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

3. Additionally, the corporation is organized for the purpose of 1) improving pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment; 2) stimulating innovative teaching methods; 3) creating professional opportunities for teachers in a public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level; 4) achieving school accountability outcomes by placing full responsibility for performance at the school site level; and 5) providing parents and pupils with greater choices among public schools, both within and outside existing school districts.
4. The corporation is not now, nor will it be, organized by a church or religious organization, nor have any organizational or contractual affiliation with a church or religious organization, nor will it constitute a church or religious organization.

ARTICLE IV

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

The value of assets which the corporation possesses is: \$5,692,205.00

Real Property: \$5,411,829.00 Land and buildings located at 4800 and 4801 Oakman Blvd., Dearborn Michigan used for educational, Support and administrative purposes.

Personal Property: \$280,376.00 Building contents including furniture, fixtures and equipment used for educational purposes.

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

1. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
2. Federal funds.
3. Donations.
4. Fees and charges permitted to be charged by public school academies.
5. Other funds lawfully received.

ARTICLE V

The address of the registered office is: 4801 Oakman, Dearborn, Michigan 48126.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is: Barry Hawthorne

ARTICLE VI

The names of the incorporators are as follows:
Barry Hawthorne; Judy Kingery; Brad Michaud

ARTICLE VII

The corporation is a governmental entity.

ARTICLE VIII

Section 1. Before execution of a contract to charter a public school academy between the corporation and the Lake Superior State University, 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 Board of Directors for Lake Superior State University as required by the Code.

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

Section 2. Method of Selection: The Lake Superior State University Board shall appoint the initial and subsequent academy Board of Directors. The director of the charter schools office shall recommend nominees to the Lake Superior State University Board based upon a review of the *Public School Academy Board Application* and interview of the Candidates. The academy Board of Directors shall nominate its subsequent members. The academy Board of Directors shall recommend to the Board at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Application* for review by the charter schools office. The charter schools office shall interview all new applicants. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.

Section 3. Length of Term. The term of each position of the academy Board of Directors shall be for a period of three (3) years, except the terms of the initial positions of the academy board, which shall be staggered one (1), two (2), and three (3) year terms. All appointments shall be for a period of three years, except

appointments made to fill the positions of the initial academy Board of Directors and an appointment made to complete the unexpired term of a vacant position.

Section 4. Number of Directors. The number of members of the academy Board of Directors shall not be less than five (5) nor more than nine (9).

Section 5. Qualifications. Before individuals become members of the academy's Board of Directors, the nominee must: (a) be recommended by a majority vote of the academy board; (b) submit the *Public School Academy Board Application* which must include authorization to process a criminal background check; (c) be recommended for appointment by the charter schools office; (d) be appointed by the Lake Superior State University Board or its designee; (e) take the oath of office; (f) sign the *Oath of Public Office*.

The members of the academy Board of Directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) a Lake Superior State University official or employee, as a representative of Lake Superior State University.

Section 6. Oath. All members of the academy Board of Directors must take the constitutional oath of office and sign the Oath of Public Office. The oath and acceptance of office must be on file with the University Charter Schools Office within ten (10) days of signing.

ARTICLE IX

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 Michigan and Federal law, in the event of the dissolution of the corporation, and after making provision for the payment of all liabilities of the academy, all of the academy's assets, real and personal, shall be distributed to the authorizing body for forwarding to the state aid fund established under Article IX Section 11 of the constitution of the State of Michigan of 1963, as amended. At no time during such dissolution, shall the University be liable for any of the liabilities of the corporation.

ARTICLE X

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity to the extent provided in Section 7 of Act No. 179 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE XI

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

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to the Articles of Incorporation. The proposal will be made to the Lake Superior State University Board of Trustees. The Lake Superior State University Board delegates to its President the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the Lake Superior State University Board President, the Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the Board by the corporation.

The Lake Superior State University, or an authorized designee, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate 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 Lake Superior State University Board upon a majority vote of the corporation's Board of Directors.

Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the Lake Superior State University Board or its designee and filed with the Michigan Department of Commerce, Corporation and Securities Bureau. In addition, the corporation shall file with the amendment a copy of the Lake Superior State University's Board of Trustees or its designee's approval of the amendment.

ARTICLE XII

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

ARTICLE XIII

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

Section 1. Number. The officers of the corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Board of Directors.

Section 2. President. The President of the corporation shall preside at all meetings of the Board of Directors. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Board of Directors attending the meeting shall preside. The President shall be an ex officio member of all standing committees and may be designated chairperson of those committees by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

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

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

Section 5. Treasurer. The Treasurer shall: (a) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (b) 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 Board of Directors.

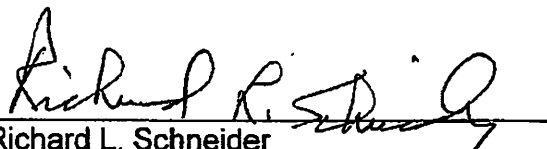
Section 6. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the officers or by the Board of Directors. The Board of Directors shall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

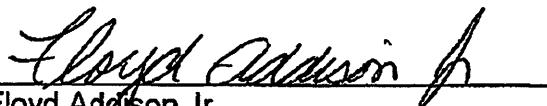
ARTICLE XIV

These Restated Articles of Incorporation were duly adopted on the 30th day of January 2009, in accordance with the provisions of Section 642 of the Michigan Nonprofit Corporations Act by the Board of Directors. These Restated Articles of Incorporation restate, integrate, and **do further amend** the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

These Articles of Incorporation shall become effective upon filing and approval by the Lake Superior State University Board of Trustees or its authorized designee. However, the corporation shall not carry out the purposes set forth in Article II unless the Lake Superior State University issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the Lake Superior State University.

Signed this 3d day of September, 2009.

By: 
Richard L. Schneider
President, Board of Directors

By: 
Floyd Addison Jr.
Secretary, Board of Directors

Preparer's name: Randolph J. Dubitsky
Business telephone number: (313) 625-4708

CONTRACT SCHEDULE 2

BYLAWS

**BYLAWS
OF
ADVANCED TECHNOLOGY ACADEMY (the "Academy")**

ARTICLE I

Name

This organization shall be called the Advanced Technology Academy.

ARTICLE II

Form of Corporation

Advanced Technology Academy is organized on a non-profit, non-stock, directorship basis.

ARTICLE III

Offices

Section 1. Principal Office. The principal office of the corporation shall be located in the City of Dearborn, County of Wayne, State of Michigan at the following address: 4801 Oakman Blvd., Dearborn, Michigan 48126.

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 registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV

Board of Directors; Meetings; Fiscal Year

Section 1. General Powers. The business, property and affairs of the corporation shall be managed by its Board of Directors. The Board of Directors may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Michigan School Code of 1976. The board may delegate such powers to the officers of the board and/or the School Leader as it deems necessary to the extent permitted by Michigan and Federal law.

Section 2. Method of Selection. The Lake Superior State University Board shall appoint the initial and subsequent academy Board of Directors. The director of the charter schools office shall recommend nominees to the Lake Superior State University Board based upon a review of the *Public School*

Academy Board Application and interview of the Candidates. The academy Board of Directors shall nominate its subsequent members. The academy Board of Directors shall recommend to the Board at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Application* for review by the charter schools office. The charter schools office shall interview all new applicants. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.

Section 3. Length of Term. The term of each position of the academy Board of Directors shall be for a period of three (3) years, except the terms of the initial positions of the academy board, which shall be staggered one (1), two (2), and three (3) year terms. All appointments shall be for a period of three years, except appointments made to fill the positions of the initial academy Board of Directors and an appointment made to complete the unexpired term of a vacant position.

Section 4. Number of Directors. The number of members of the academy Board of Directors shall not be less than five (5) nor more than nine (9).

Section 5. Qualifications. Before individuals become members of the academy's Board of Directors, the nominee must: (a) be recommended by a majority vote of the academy board; (b) submit the *Public School Academy Board Application* which must include authorization to process a criminal background check; (c) be recommended for appointment by the charter schools office; (d) be appointed by the Lake Superior State University Board or its designee; (e) take the oath of office; (f) sign the *Oath of Public Office*.

The members of the academy Board of Directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) a Lake Superior State University official or employee, as a representative of Lake Superior State University.

Section 6. Oath. All members of the academy Board of Directors must take the constitutional oath of office and sign the Oath of Public Office. The oath and acceptance of office must be on file with the University Charter Schools Office within ten (10) days of signing.

Section 7. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal. Any Director may be removed with cause by a two-thirds (2/3) vote of the Board of Directors of the corporation or by majority vote of the Lake Superior State University Board.

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

Section 10. Regular Meetings. The Board of Directors shall hold a regular meeting on the third Wednesday of each month in each year, except for the month of July. The Board of Directors may provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The corporation shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of Michigan for holding any special meeting of the Board of Directors called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 12. Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting shall be given at least three (3) days prior to the special meeting by written notice, stating the time, date and place of the meeting, delivered personally or mailed or sent by telegram, fax or e-mail to each Director at the Director's personal residence or place of business. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

Section 13. Quorum. A majority of the Directors of the Board constitutes a quorum for the transaction of business at any meeting of the Board of Directors.

Section 14. Cancellations. Regular or special meetings of the Board can be cancelled by the Board President, or in his absence, the Vice-President acting in the President's place. Should the President, or the Vice-President in his stead, determine that a quorum of the Board will not be present, he shall have the authority to cancel or adjourn that meeting of the Board, providing such notice as is required by the Open Meeting Act. In the absence of the President or Vice President, if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting Act

Section 15. Manner of Acting. Unless otherwise mandated by applicable law, the act of the majority of the Directors present at a meeting properly noticed

pursuant to the provisions of the Michigan Open Meetings Act, being Act Number 267 of the Michigan Public Acts of 1976, as amended, at which a quorum is present shall be the act of the Board of Directors.

Section 16. Board Vacancies. Any vacancy may be filled as provided in Section 2 of this Article.

Section 17. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, subject to the statutes regarding 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 and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws and other applicable laws or practices governing Public School Academies.

Section 18. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors appointed by the Board of Directors. The Board of Directors may appoint one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee, upon request by the Chair of the meeting. In addition to Directors, the Board of Directors may also appoint non-Board members to any committee at its own discretion. Subject the Open Meetings Act, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 19. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the Lake Superior State University Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the Lake Superior State University Board policy.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Board of Directors.

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers of the corporation at a duly noticed meeting prior to the beginning

of the school year. Thereafter, the Board of Directors shall elect the officers annually at the annual meeting of the Board of Directors. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall serve a two-year term unless the officer resigns or is removed in the manner provided in Section 3.

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

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

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

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

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

Section 8. Treasurer. The Treasurer shall: (a) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (b) 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 Board of Directors.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Board of Directors, shall perform such duties and have such

authority as shall from time to time be delegated or assigned to them by the officers or by the Board of Directors. The Board of Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may by resolution otherwise determine.

Section 10. Salaries. The Officers of the Board of Directors shall not be salaried or otherwise compensated for their services to the corporation.

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

ARTICLE VI

Contracts, Loans, Checks and Deposits; Special Corporate Acts

Section 1. Contracts. The Board of Directors may, by resolution and after a roll call vote, authorize any officer or officers, agent or agents, to enter into any contract, including management contracts, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board of Directors authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

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

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Act No. 48 of the Public Acts of 1932, as amended, being 129.12 to 129.15 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, any shares or other securities issued by 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 in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Board of Directors, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. Any contracts between public servants of related to the Academy and the Academy are to be subject to the provisions of the Conflicts of Interest as to Contracts Act, being Act 317 of the Michigan Public Acts of 1968, as amended and other applicable law.

ARTICLE VII

Indemnification

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

extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE VIII

Seal

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

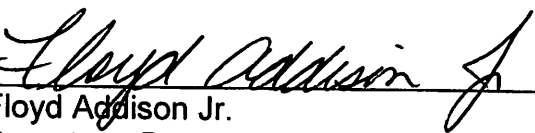
ARTICLE IX

Amendments

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

Signed this 3rd day of September, 2009.

By: 
Richard Schneider
President, Board of Directors

By: 
Floyd Addison Jr.
Secretary, Board of Directors

Preparer's name: Randolph J. Dubitsky
Business telephone number: (313) 625-4708

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Lake Superior State University Board of Trustees (“University Board”), an authorizing body as defined by the Revised School Code, as amended (the “Code”), to the Advanced Technology Academy (the “Academy”), a public school academy.

Preliminary Recitals

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

WHEREAS, the University Board is required by law to forward 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 Board or an officer or employee of Lake Superior State University as designated by the University Board.

“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 and schools of excellence for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

ARTICLE II

FISCAL AGENT DUTIES

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

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Academy Board 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 that a portion of the Academy's State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

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 Board to be 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, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2022, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

BY: Alyson Hayden
Alyson Hayden
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: July 6, 2022

076439.000036 4877-7921-6657.1

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Lake Superior State University Board of Trustees (“University Board”), an authorizing body as defined by the Revised School Code, as amended (the “Code”), to Advanced Technology Academy (the “Academy”), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

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

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

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

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the University Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

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

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

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

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's 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 thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Unless the Charter Schools Office submits, within 5 days of submission, a copy of the budgetary assumptions submitted by the Academy to the Center for Educational Performance and Information (CEPI) and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the Charter Schools Office of any periodic financial status reports required of the Academy by the Department of Treasury.

q. Provide copies of notices, reports and plans, including deficit elimination or enhanced deficit elimination plans, to the Charter Schools Office under Section 1220 of the Code.

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

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

ARTICLE III

RECORDS AND REPORTS

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

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the University Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University Board from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

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

Section 4.03. Audit and Evaluation. The Academy:

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

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

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

ARTICLE V

TRANSPARENCY PROVISION

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

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

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Charter Schools Office
11. Copy of curriculum and other educational materials given to the Charter Schools Office

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

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

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

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

SCHEDULE 5
DESCRIPTION OF STAFF RESPONSIBILITIES

Superintendent/Chief Executive Officer/Chief Administrative Officer	5-1
Chief Financial Officer	5-4
Deputy Chief Administrative Officer	5-6
Human Resources Director	5-7
Chief Legal Counsel	5-12
Chief Academic Officer/Director of School Improvement/Director of State & Federal Programs	5-13
Campus Director/Director of Counseling	5-15
Director of Institutional Advancement	5-18
Principal	5-19
Special Education Coordinator	5-21
K-5 Math Education Teacher	5-24
K-5 ELA Education Teacher	5-26
K-5 Science Education Teacher	5-28
K-5 Social Studies Education Teacher	5-30
6-8 Math Education Teacher.....	5-32
6-12 Math Education Teacher.....	5-34
6-8 ELA Education Teacher	5-35
9-12 ELA Education Teacher	5-38
6-8 Science Education Teacher.....	5-40
9-12 Science Education Teacher.....	5-42
6-8 Social Studies Education Teacher	5-44

9-12 Social Studies Education Teacher	5-46
9-12 Physical Education Teacher.....	5-48
9-12 Health Education Teacher	5-50
9-12 Spanish Education Teacher	5-52
9-12 Economics Education Teacher	5-54
9-12 Physics Education Teacher.....	5-56
9-12 Sociology Education Teacher.....	5-58
9-12 Business Education Teacher.....	5-60
K-12 Art Education Teacher.....	5-62
Special Education Teacher.....	5-64
Social Worker	5-66
Academic Counselor.....	5-68
Director of Food Service.....	5-70
Athletic Director	5-73
Administrative Assistant.....	5-75
Dean of Students	5-78
Security	5-80
Maintenance	5-82
Pupil Accounting	5-84
Network Systems/IT Coordinator.....	5-86
Mathematics/Science Interventionist	5-88
ELA/Reading Interventionist	5-89
Reading Specialist.....	5-90

Para-Professional	5-91
English Language Learner Education Teacher	5-92
English Language Learner Coordinator.....	5-94
At Risk-College & Career Transition Coach	5-96
Business Office Assistant	5-98
Director of Career & College Readiness	5-99
Early Middle College Principal	5-101
Facility Director	5-102
Food Service/Cashier	5-103
Campus Safety Director	5-104
Management Agreement.....	5-106

Employed by: TAG L.L.C.

Position: Superintendent / Chief Executive Officer / Chief Administrative Officer

Supervisor: Board of Directors

Position

Description: Responsible for the formulation and administration of institutional & instructional policy relating to the educational process.

Duties:

- The Superintendent, as the chief administrative officer of the Academy, is the primary professional advisor to the Board. S/He is responsible for the development, supervision, and operation of the school program and facilities. His/Her methods should be made known to the staff through the administrative guidelines of the District.
- Communicates openly with the Board.
- Makes all administrative decisions necessary to the proper function of the Academy.
- Prepares and submits to the Board recommendations on all matters requiring board action. Recommendations are supplemented with necessary and helpful facts, information, and reports as needed for Board to make informed decisions,
- Supervises effective administration of all federal, state, local, constitutional and statutory laws, state regulations, and board policies.
- Delegates powers or duties to other district employees.
- Carefully administers provisions of negotiated agreement and recommends changes to the Board that would be beneficial to the Academy.
- Communicates all actions of the Board relating to personnel matters to all employees directly or through delegation; and receives from employees all communications to be made to the Board.
- Holds meetings of teachers and other employees as necessary for discussion of matters concerning improvement and the vision / mission of the Academy.
- Identification and Implementation of Board Policy Needs.
- Advises the Board on need for new or revised policies and sees that all policies of the Board are implemented.
- Acts, if necessary, in any matter not covered by board policy; reports such action to the Board as soon as practical; recommends policy in order to provide guidance in the future, Exercises power to implement board policy, making such rules and giving instructions to students and staff as may be necessary, Submits to the Board a clear and

detailed explanation of any proposed procedure that would involve either departure from established policy or interpretation of new policy.

- Administers development and maintenance of a positive educational program designed to meet community needs and carry out board policies, Formulates school objectives, policies, plans, and programs; prepares (or causes to be prepared) and presents facts and explanations necessary to Board in its duty of legislation for schools.
- Recommends to the Board for adoption all courses of study, curriculum guides, and major changes in texts and time schedules to be used in the schools, Together with staff, studies and revises all curriculum guides courses of study on a continuing basis,
- Conducts a periodic audit of the total school program; advises the Board on recommendations for educational advancement of the Academy.
- Keeps informed of modern educational thought and practices by advanced study, visiting school systems, attending educational conferences, and other appropriate means.
- Keeps the board informed of trends in education.
- Prescribes rules for classification and advancement of students in accordance with board policy.
- Receives, investigates, and acts on complaints and concerns expressed by students and parents.
- Represents the Academy before the public and maintains, through cooperative leadership, a program of public relations to keep the public informed about activities, needs, and successes of the school.
- Represents the Academy in dealings with other school systems, institutions, agencies, and community organizations.
- Attends or delegates a representative to attend all meetings of municipal agencies at which matters pertaining to public schools appear on the agenda or are expected to be raised.
- Keeps the school's stakeholders informed about modern educational practices, trends, and policies, practices, and problems in district schools, Confers periodically with professional and lay groups concerning school programs and relays suggestions to the Board gained from such conferences.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Employed by: TAG L.L.C.

Qualifications:

- Certification pursuant to applicable law.
- A combination of formal education, training, and experience that demonstrates expertise in leadership and management at a significant level of responsibility in a complex organization is required.
 - Minimum Bachelor's Degree, Preferred Master of Educational Leadership / Administration at recognized accredited university or college
 - Credit earned shall be consistent with the individual's professional development as an administrator. Credits completed out of state shall be through an accredited teacher or administrator preparation institution. An administrator who holds a valid Michigan professional education teaching certificate shall be considered as meeting this continuing education requirement.
- Experience in the management of budgets and the leadership of people.

Employed by: TAG L.L.C.

Position: Chief Financial Officer

Supervisor: Superintendent / Chief Executive Officer / Chief Administrative Officer

Position

Description: The Chief Financial Officer role is to oversee all company accounting practices, including accounting departments, preparing budgets, financial reports, as well as tax and audit functions. The person in this position will also direct the financial strategy, planning and forecasts; conferring with executive director and department heads regarding the budget. He/she also studies, analyzes and reports on trends, opportunities for expansion and projection of future company growth.

Duties:

- Establish and maintain relationships with individuals and business customers, and provide assistance with problems staff or business customers may encounter.
- Examine and evaluate expenditures.
- Plan, direct, and coordinate the activities of staff in departments.
- Oversee the flow of cash and financial accounts for school.
- Recruit staff members, and oversee training programs.
- Network within communities to find and attract new business.
- Approve or reject, or coordinate the approval and rejection of, lines of credit and commercial, real estate, and personal loans.
- Prepare financial and regulatory reports required by laws, regulations, and boards of directors.
- Establish procedures for custody and control of assets, records, loan collateral, and securities, in order to ensure safekeeping.
- Review collection reports to determine the status of collections and the amounts of outstanding balances.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Employed by: TAG L.L.C.

Qualifications:

- Certification pursuant to applicable law.
- Bachelor's degree in accounting, finance or business plus a minimum of 8 years experience in a senior role.
- CPA license preferred.
- Up to date knowledge of current financial and accounting computer applications.
- Excellent verbal, analytical, organizational and written skills.
- Ability to motivate, develop and direct people as they work.
- Capability of considering the relative costs and benefits of potential actions to choose the most appropriate one.

Employed by: TAG L.L.C.

Position: Deputy Chief Administrative Officer

Supervisor: Superintendent / Chief Executive Officer / Chief Administrative Officer

Position

Description: Works closely with the Superintendent / Chief Executive Officer / Chief Administrative Officer in the coordination and management of all internal and/or external school matters.

Duties:

- Assist Superintendent in administration of the educational program within the school.
- Responsibility for researching and reviewing assigned special projects and coordinating such projects within the Academy and its stakeholders.
- Coordination of Board reports and presentations.
- Attends national, state and local conferences to issue reports on educational best practices.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Qualifications:

- A combination of formal education and related degrees, training, and experience that demonstrates expertise in leadership and management at a significant level of responsibility in a complex organization is required.
- Experience in the management of budgets and the leadership of people.
- Certification pursuant to applicable law.
 - Minimum Bachelor's Degree, Preferred Master of Educational Leadership / Administration at recognized accredited university or college
 - Credit earned shall be consistent with the individual's professional development as an administrator. Credits completed out of state shall be through an accredited teacher or administrator preparation institution. An administrator who holds a valid Michigan professional education teaching certificate shall be considered as meeting this continuing education requirement.

Employed by: TAG L.L.C.

Position: Human Resources Director

Supervisor: Superintendent / Chief Executive Officer / Chief Administrative Officer Chief

Position

Description: Under the supervision of the Superintendent and in cooperation with other District administrators, the Director of Human Resources is responsible for providing comprehensive personnel, employee, labor relations, and administrative services to staff and for responding to the emerging need for human resources development.

Duties:

- Manages human resources operations by recruiting, selecting, orienting, training, coaching, counseling, and disciplining staff; planning, monitoring, appraising, and reviewing staff job contributions; maintaining compensation; determining production, productivity, quality, and customer-service strategies; designing accountability systems; accumulating resources; resolving problems; implementing change.
- Coordinates hiring of professional employees with Assistant Superintendents of Secondary and Elementary Education, and Director of Pupil Services and Special Programs. Coordinates hiring of support staff with other management personnel; cafeteria, custodial/maintenance, secretarial, instructional and non-instructional aides, etc. Assists in the coordination of the hiring of administrators, supervisors, and athletic and non-athletic supplemental positions. Coordinates the process of employee resignations, termination, and leaves.
- Processes recommendations for the discipline and/or termination of employees, assembling substantiating information, and arranging and conducting, as needed, conferences and hearings.
- Assists in the collection of data used in contract negotiations, including, but not limited to, wage and fringe benefit comparisons and comparative contract language.
- Assists executive management in the annual review, preparation and administration of agency wage and salary program.
- Develops organization strategies by identifying and researching human resources issues; contributing information, analysis, and recommendations to organization strategic

thinking and direction; establishing human resources objectives in line with organizational objectives.

- Implements human resources strategies by establishing department accountabilities, including talent acquisition, staffing, employment processing, compensation, health and welfare benefits, training and development, records management, safety and health, succession planning, employee relations and retention, AA/EEO compliance, and labor relations.
- Maintains up-to-date District Policy and Procedure Manuals.
- Establishing employee files, and adding the entirety into the ADP system.
- Develops and maintains a system of personnel records for all school employees in order to provide a comprehensive, efficient, accurate and current record of all matters pertinent to employment, transfer, retirement, leaves, promotion, discipline, demotion, etc. Maintains an updated file of job descriptions and distributes them for announced job openings.
- Monitors professional certifications and coordinates the processing of state credentials for professional employees.
- Organizes a corps of substitute employees.
- Monitors and evaluates problems, conditions and needs of the Human Resources Department.
- Attending recruitment fairs to establish candidates for employment with the academy.
- Places advertisements, prepares mailings, and solicits applications for job openings via electronic and other means.
- Assists in screening and reviewing job applications and identifies candidates. Schedules and conducts interviews.
- Liaison between employees and the administration regarding employee relations, conflicts, incident reports, remaining ethically and legally fair.
- Conducting management training for the food service manager, facilities manager, and others who may need additional management training.
- Develops the process and format for support staff evaluations.
- Implementing employee evaluations across the board to better assess the job performance of all employees at the academy.
- Conducts exit interviews of personnel.

Employed by: TAG L.L.C.

- Manages compliance issues including, but not limited to, Title IX, Section 504, Right to Know, Affirmative Action, Sexual Harassment, etc.
- Attends School Board meetings and serves to actively improve communication, cooperation, and planning in the District.
- Coordinates staff development for support staff.
- Ensures proper adherence to District policy and procedures, and ensures proper adherence to applicable contract language that is in effect for the District.
- Works directly with department managers to assist them in carrying out their responsibilities on personnel matters.
- Accomplishes special project results by identifying and clarifying issues and priorities; communicating and coordinating requirements; expediting fulfillment; evaluating milestone accomplishments; evaluating optional courses of action; changing assumptions and direction.
- Supports management by providing human resources advice, counsel, and decisions; analyzing information and applications.
- Guides management and employee actions by researching, developing, writing, and updating policies, procedures, methods, and guidelines; communicating and enforcing organization values.
- Using best practices to improve employee morale and overall motivation to strive in the academy.
- Complies with federal, state, and local legal requirements by studying existing and new legislation; anticipating legislation; enforcing adherence to requirements; advising management on needed actions.
- Updates job knowledge by participating in conferences and educational opportunities; reading professional publications; maintaining personal networks; and participating in professional organizations.
- Enhances department and organization reputation by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments.
- Creating and updating employee contracts and job descriptions.
- Maintaining confidential employee files on all staff members employed by the academy.
- Ensuring compliance for LSSU human resource audits.

Employed by: TAG L.L.C.

- Creating surveys to track employee satisfaction with; benefits, salary, time-off (etc.) to gain a better understanding of employee satisfaction.
- Making all deposits for Latchkey, Food Service, General Fund, and Athletics.
- Develops and maintains a human resource system that meets agency personnel information needs.
- Liaison between the Michigan Department of Human Services regarding the childcare reimbursement for Latchkey programs.
- Authorized user for the Center for Educational Performance and Information.
- Complete the Registry of Educational Personnel in the fall and spring semesters.
- Liaison between ADP Totalsource and the Academy on unemployment claims, FMLA processing, background checks, verification of employment, inquiries, reports, deductions, and benefits.
- Complete all purchase orders needed for the school year (books, supplies, desks, paper etc.), and throughout the summer.
- Coordinating, reserving, and paying for class field trips as suggested by the principals.
- Ensuring the staff lounges are stocked with coffee, cups, sugar, creamer, plates, napkins, and plastic ware.
- Participates on committees and special projects and seeks additional responsibilities as assigned by the CEO.

Cognitive Abilities:

- Ability to establish and maintain productive working relationships with staff, business associates, and the general community.
- Ability to work on multiple tasks and prioritize appropriately.
- Ability to recognize areas of concern relating to human resources issues and propose or recommend appropriate solutions to problems.
- Ability to communicate effectively.
- Ability to exercise initiative and make independent decisions to reschedule work to meet deadlines or to effectively handle emergency work.

Employed by: TAG L.L.C.

Professional Qualifications:

- Bachelor's degree in Human Resources or equivalent, or four to 10 years related experience or training, or equivalent combination of education and experience.
 - Human Resources experience.
 - Five (5) years experience in management.
- Knowledgeable about contract negotiations, federal/state regulations, and data technology coordination.
- Demonstrated knowledge and application of effective human resources principles, practices and trends.
- PHR certification preferred, not required
- Ability to increase capacity, accountability, and efficiency for improved effectiveness among administrative and professional personnel.
- Ability to enhance communication, critical thinking skills, and collaboration among administrative and professional personnel.
- Ability to promote team-building and shared responsibilities among administrative and professional personnel.

- Ability to perform the above responsibilities at a high level.

Employed by: TAG L.L.C.

Position: Chief Legal Counsel

Supervisor: Superintendent / Chief Executive Officer / Chief Administrative Officer

Position

Description: Provides legal counseling to the Superintendent / Chief Executive Officer / Chief Administrative Officer and assists in the communication of the legal counseling with the Board.

Duties:

- Gives legal counsel to the Chief Administrative Officer in the identification and implementation of Board Policy needs.
- Prepares communications regarding legal counseling.
- Investigates and responds to Civil Rights grievances.
- Assists in the preparation of required legal notices and resolutions.
- Prepares agendas and minutes of required meetings.
- Attends required meetings where legal counsel is needed.
- Drafts and reviews all contracts and Memorandum of Understandings (MOU's).
- Assures that any problems are promptly assigned to the right person to resolve the issue.
- Oversees security protocols and reinforces code of conduct.
- Assists in the investigation of illegal or suspicious activities.
- Provides counsel for expulsion hearings.
- Ensures the school is properly defended against any legal charges.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Must have 10 years legal experience and a 4 year law degree.
- An aptitude or competency for assigned responsibilities.
- Ability to communicate effectively.

Employed by: TAG L.L.C.

Position: Chief Academic Officer / Director of School Improvement / Director of State & Federal Programs

Supervisor: Superintendent / Chief Executive Officer / Chief Administrative Officer

Position

Description: Responsible for the implementation, monitoring and evaluation of the academic program. Provide leadership in instruction. This individual works closely with all Academy stakeholders.

Duties:

- Develop, monitor, review, evaluate and report on the effectiveness of the educational program and instructional initiatives.
- Provide statistical analysis and reports on quantitative and qualitative data.
- Coordinate and submit Self-Assessments (AdvancED) and School Improvement Plans (Michigan Department of Education).
- Maintain compliance and/or submissions for Lake Superior State University's Epicenter, EEM and all State & Federal educational program audits, including Title-I and 31a.
- Secure the highest standards of pupil achievement through leadership of identified key school improvement priorities across the school, monitoring and evaluating pupil achievement and setting targets for improvement.
- Lead, develop and enhance the teaching practice of others across the school by evaluating, supporting, guiding and target setting.
- Provide the strategic leadership and management of identified key school improvement priorities, developing and implementing plans, policies, targets and practices within the context of the school's aims and policies.
- Supervise coordinators / directors of Special Education and English Language Learner departments.
- Conducts weekly meetings with administrators related to School Improvement efforts
- Coordinates and facilitates the MTSS weekly meetings with Supplemental Staff.
- Coordinates and facilitates the Parent School Improvement Team.
- Supervise State & Federal program staff: paraprofessionals, interventionists and specialists.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Employed by: TAG L.L.C.

Qualifications:

- Bachelor and Master Degrees in related educational / administrative fields and at least 5 years teaching experience.
- The ability to understand how to tackle academic and organizational underperformance in different contexts and at all levels.
- Experience of school improvement techniques and approaches and of using self-evaluation to identify priorities for action.
- Ability to collaborate with colleagues and be able to initiate and deal with challenges and manage conflict.
- Able to communicate persuasively, articulate in speech and in writing and able to adapt appropriately to different audiences.
- Confident in interpreting complex and detailed quantitative and qualitative data accurately.
- Certification pursuant to applicable law.
 - Minimum Bachelor's Degree, Preferred Master of Educational Leadership / Administration at recognized accredited university or college
 - Credit earned shall be consistent with the individual's professional development as an administrator. Credits completed out of state shall be through an accredited teacher or administrator preparation institution. An administrator who holds a valid Michigan professional education teaching certificate shall be considered as meeting this continuing education requirement.

Employed by: TAG L.L.C.

Position: Campus Director / Director of Counseling

Supervisor: Superintendent / Chief Executive Officer / Chief Administrative Officer

Position

Description: Responsible for the formulation & administration of institutional policy relating to the safety & security of the Advanced Technology Academy. Provide leadership in promoting all aspects of security & occupational health and safety programs. Plan, organize, staff, lead, and control campus operations and programs to deliver excellent career education and counseling to students resulting in their gainful employment and post-secondary enrollments.

Duties:

- Supervise and oversee the daily operations of the school and its programs.
- Provide leadership in all areas of management and program operations.
- Reviews reports, documentation, and evidence compiled by school staff before submission to the administrative staff.
- Attends weekly executive staff meetings and advises school administration of any problems pertaining to the school.
- Assists administration in the evacuation of students and staff in the event of a bomb threat, fire and all other possible evacuation scenarios.
- Responsible for planning, assigning and directing work, addressing complaints and resolving problems.
- Reviews the video surveillance system and provides recommendations to the IT Department regarding effective use of cameras.
- Participates in the management report, student population report, student satisfaction and the graduation process.
- Assists in the process of the yearly graduation ceremonies.
- Supervises the delivery of approved career / academic counseling programs and curriculum by counselors and social workers.
- Maintains a safe and quality working and learning environment including the physical facility and grounds.

Employed by: TAG L.L.C.

- In cooperation with campus leadership, ensures adherence by students to policies and procedures and addresses student complaints and concerns.
- Participates in new student orientation, program advisory meetings, student appreciation events, etc.
- Coordinates the administration of State assessments with Principals.
- Complete other assigned duties as directed by the Superintendent / Chief Executive Officer / Chief Administrative Officer.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Bachelor's degree with 5 years of supervisory experience.
- Excellent verbal, written and interpersonal skills to effectively deal with difficult and complex problems requiring tact, diplomacy, & negotiations
- Ability to manage a department including supervising and scheduling employees, managing budgets and addressing performance issues.
- Knowledge of occupational health and safety regulations and building and fire codes preferred.
- Ability to control, organize and lead a group of students.
- Visual acuity necessary to observe and monitor student movement.
- Ability to articulate verbally for the delivery of communications and instructions in an emergency situation.
- Must possess knowledge of, and the ability to apply standard security procedures and practices.
- Knowledge of School Board Policies and procedures relating to security functions and the student's rights and responsibilities.
- Certification pursuant to applicable law.
 - Minimum Bachelor's Degree, Preferred Master of Educational Leadership / Administration at recognized accredited university or college
 - Credit earned shall be consistent with the individual's professional development as an administrator. Credits completed out of state shall be through an accredited teacher or administrator preparation institution. An administrator who holds a

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valid Michigan professional education teaching certificate shall be considered as meeting this continuing education requirement.

Employed by: TAG L.L.C.

Position: Director of Institutional Advancement

Supervisor: Superintendent / Chief Executive Officer / Chief Administrative Officer

Position

Description: Responsible for the creation and implementation of the overall fundraising and friend-raising initiatives of the school. He or she is a member of the administrative team.

Duties:

- Designs, implements, manages and evaluates the immediate and long-range fundraising program of the school.
- Identifies, builds, cultivates, sustains and monitors philanthropic relationships with a pool of major and planned giving prospects and charitable foundations.
- Manages the overall advancement program and budget.
- Recruits, supports, educates, motivates and coordinates fundraising volunteers.
- Overseeing and implementing the development of a growing base of alumni.
- Supporting and coordinating the fundraising work.
- Helps create, coordinate and implement special events or initiatives.
- Provide timely reports of activities and monies raised to the Chief Fiscal Officer.
- Evaluates the effectiveness of the institutional advancement program and makes changes where necessary.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Bachelor's degree with 3-5 years experience in proposal writing.
- Concise, logical writing style.
- Project planning skills, including ability to define problem or opportunity; establish realistic work plan, personnel and budget plans; knowledge of evaluation methods.
- Excellent verbal communications skills.
- Flexible human interaction style responsive to a wide variety of constituencies and personalities.
- Excellent word processing skills.
- Time management skills.

Employed by: TAG L.L.C.

Position: Principal

Supervisor: Superintendent / Chief Executive Officer / Chief Administrative Officer

Position

Description: Serves as the instructional leader for all education programs and is responsible for the organization of a highly motivated teaching staff into an efficient and cooperative group of professionally trained and skilled teachers.

Duties:

- Daily oversight of classrooms and teachers (track teacher absences, contact for sub service, greet and instruct substitute teachers)
- Meet with departments – Counseling, Special Education, State & Federal Programs, EL, and Content Academic Leaders on a regular basis.
- Work closely with Academic Leaders to ensure curriculum and resources reflect best-practices.
- Direct teachers in Lesson Planning, Curriculum Mapping and Assessments.
- Observe classroom instruction on a regular basis and keep appropriate documentation and provide copies of any personnel issues in written form to the Director of Human Resources
- Review and approve new programs, or recommend modifications to existing programs, submit program proposals for school boards approval as necessary.
- Mentor new teachers.
- Implement all national, state and local program / content standards.
- Confer with parents and/or staff to discuss educational activities, policies, and student academic performance or behavioral/learning problems.
- Prepare and submit budget requests and recommendations in regards to textbooks and major purchases for the classroom.
- Correspond with all university parents regarding programs and initiatives.
- Coordinate, implement and facilitate all programs and initiatives.

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- Organize and direct committees of specialists, volunteers, and staff to provide technical and advisory assistance for programs.
- Serve as the instructional leader of the school.
- Collaborate with other administrators on curriculum and staffing.
- Plan and develop instructional methods and content for educational, vocational, or student activity programs.
- Conduct teacher observations / evaluations as required and provide timely feedback on their performance.
- Promote, lead and evaluate the professional growth and development of all education staff.
- Administer the procedures, policies and directives of the Board and Administration.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Certified teacher with a minimum of 5 years teaching.
- Masters degree with a minor or major in education.
- Ability to monitor and assess the performance of teachers to make improvements or take corrective action as needed.
- Motivating, developing, and directing people as they work.
- Selecting and using training/instructional methods and procedures appropriate for the situation when learning or teaching new things.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Certification pursuant to applicable law.
 - Minimum Bachelor's Degree, Preferred Master of Educational Leadership / Administration at recognized accredited university or college
 - Credit earned shall be consistent with the individual's professional development as an administrator. Credits completed out of state shall be through an accredited teacher or administrator preparation institution. An administrator who holds a valid Michigan professional education teaching certificate shall be considered as meeting this continuing education requirement.

Employed by: TAG L.L.C.

Position: Special Education Coordinator

Supervisor: Chief Academic Officer / Director of School Improvement / Director of State & Federal Programs

Position

Description: In conjunction with the Chief Academic Officer, she/he assists in the planning, development, implementation, evaluation and maintenance of programs/interventions for Students with Disabilities (SWD).

Duties:

- Provides training to special education staff.
- Monitors program compliance related to Federal and State requirements, including IDEA.
- Provides curricular resources to general education and special education teachers and specialists to best instruct all students, including SWDs.
- Provides consultation and support to site administrators and staff in the area of special education and related services.
- Completes all State, Federal and Local reporting requirements, including CIMS.
- Completes all required information in PowerSchool as related to collections for the Michigan Department of Education, in conjunction with the Academy's Pupil Accounting Department.
- Works with staff in monitoring the administration of State and Local assessments, including MSTEP, PSAT, SAT and NWEA.
- Collaborates in assigning assessment accommodations with Michigan Department of Education
- Attends all Executive, SIP and MTSS meetings.
- Collaborates with District personnel and peers for the purpose of implementing and maintaining services and/or programs
- Coordinates wrap around resources for SWDs.

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- Evaluates Special Education programs and/or projects for the purpose of carrying out and achieving objectives within the area of responsibility.
- Implements assigned programs and/or projects for the purpose of conforming to district and state curriculum and/or instructional objectives.
- Assists in the recruitment, hiring & evaluation of special education teachers in this department for the purpose of maintaining adequate staffing, enhancing productivity of personnel and ensuring that objectives of Special Education programs are achieved within budget
- Works with the Jewish Vocational Service, Michigan Rehab Service and other entities for post-secondary placement.
- Assists teaching staff and specialists in the development and implementation of individualized education programs (IEPs) for individuals with exceptional needs
- Serves as District representative in special education mediation and due process hearings.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Master's degree from an accredited university in special education and/or related educational fields.
- Current certification in special education & certified and/or enrolled in an administrative program for Special Education.
- Minimum of (five) 5 years successful teaching/supervisory experience.
- Strong background in staff development, legal issues in special education, specialized curriculum and instructional methods, IEP development, assessment and eligibility requirements for special education and behavior management
- State approval for Special Education Supervisor
- Certification pursuant to applicable law.
 - Minimum Bachelor's Degree, Preferred Master of Educational Leadership / Administration at recognized accredited university or college

Employed by: TAG L.L.C.

- o Credit earned shall be consistent with the individual's professional development as an administrator. Credits completed out of state shall be through an accredited teacher or administrator preparation institution. An administrator who holds a valid Michigan professional education teaching certificate shall be considered as meeting this continuing education requirement.

Employed by: TAG L.L.C.

Position: K-5 Math Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

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- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.

Employed by: TAG L.L.C.

Position: K-5 ELA Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.

Employed by: TAG L.L.C.

Position: K-5 Science Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.

Employed by: TAG L.L.C.

Position: K-5 Social Studies Education Teacher

Supervisor: Principal and/or Other Designee

Position Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.
- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.

Employed by: TAG L.L.C.

- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.

Employed by: TAG L.L.C.

Position: 6-8 Math Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the MATHEMATICS (EX) K-8 or 6-12 endorsement from MDE.

Employed by: TAG L.L.C.

Position: 6-12 Math Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on educational and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the MATHEMATICS (EX) 6-12 endorsement from MDE.

Employed by: TAG L.L.C.

Position: 6-8 ELA Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the ENGLISH(BA) K-8 or 6-12 endorsement from MDE.

Employed by: TAG L.L.C.

Position: 9-12 ELA Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the ENGLISH(BA) 6-12 endorsement from MDE.

Employed by: TAG L.L.C.

Position: 6-8 Science Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the EARTH/SPACE SCIENCE(DH) or (DI) K-8 or 6-12 endorsement from MDE.

Employed by: TAG L.L.C.

Position: 9-12 Science Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the EARTH/SPACE SCIENCE(DH) or (DI) 6-12 endorsement from MDE.

Employed by: TAG L.L.C.

Position: 6-8 Social Studies Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the SOCIAL STUDIES(RX) K-8 or 6-12.

Employed by: TAG L.L.C.

Position: 9-12 Social Studies Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the SOCIAL STUDIES(RX) 6-12.

Employed by: TAG L.L.C.

Position: 9-12 Physical Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the PHYSICAL EDUCATION(MB) K-12

Employed by: TAG L.L.C.

Position: 9-12 Health Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the HEALTH (MA) endorsement from the state of Michigan

Employed by: TAG L.L.C.

Position: 9-12 Spanish Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the SPANISH (FF) endorsement from the state of Michigan.

Employed by: TAG L.L.C.

Position: 9-12 Economics Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the POLITICAL SCIENCE(CD) 6-12 from the State of Michigan.

Employed by: TAG L.L.C.

Position: 9-12 Physics Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the PHYSICS (DE) endorsement from the State of Michigan.

Employed by: TAG L.L.C.

Position: 9-12 Sociology Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the SOCIOLOGY (CF) 6-12 endorsement from MDE.

Employed by: TAG L.L.C.

Position: 9-12 Business Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the BUSINESS EDUCATION (GX) endorsement from the State of Michigan.

Employed by: TAG L.L.C.

Position: K-12 Art Education Teacher

Supervisor: Principal and/or Other Designee

Position

Description: Provides instruction to all students to master the grade level and/or course standards assigned.

Duties:

- Teach and educate students according to guidelines provided by the Academy' curriculum and any Federal, State, and/or Local requirements.
- Teach and educate students according to the educational needs, abilities and attainment potential of individual students entrusted to his/her care by the Principal.
- Plan, prepare and deliver differentiated lessons to all students in the class.
- Teach according to the educational needs, abilities and achievement of the individual students and groups of students.
- Utilize instructional methods as set forth by the Academy Curriculum Map, Principal, School Improvement Plan, Academic Leader, and/or other required method of the Academy that best serves all students.
- Assigning work, correcting and marking work carried out by his/her students.
- Assessing, recording and reporting on the development, progress, attainment and behavior of one's students in PowerSchool in a timely manner.
- Provide guidance and advice to students on education and careers.
- Communicate, consult and co-operate with other members of the school staff, including those having posts of special responsibility and parents/guardians to ensure the best interest of students.
- Review and evaluate one's own teaching and learning strategies, methodologies and programs and continue to set professional development goals.
- Participating in In-Service education and training courses as well as in continuing professional development opportunities, and taking part in action research exercises.
- Maintaining good order and discipline amongst students under one's care and safeguarding their health and safety at all times.

Employed by: TAG L.L.C.

- Participating in staff, group or other meetings related to the school curriculum, for the better organization and administration of the school.
- Contributing to the professional development of new teachers and student teachers according to arrangements.
- Providing the necessary information and advice to the designated personnel in the school and/or College and to provide all the necessary information regarding requisitions and arrangements in connection with the teaching of the subject/s assigned to him/her.
- Registering and monitoring the attendance of students under one's care.
- Sharing in any possible and reasonable way in the effective management, organization, order and discipline of the school.
- Nurtures a culture where teachers view themselves essentially as facilitators of learning and reflective practitioners.
- Participates in IEP and Individual Transition Plan (ITP) meetings.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelor's Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the ART EDUCATION (LX) endorsement from the State of Michigan.

Employed by: TAG L.L.C.

Position: Special Education Teacher

Supervisor: Special Education Coordinator

Position

Description: Teaches school subjects to those students with identified disabilities on an Individualized Education Plan (IEP) and other students identified through the MTSS Team as Tier 3 students.

Duties:

- Demonstrates an awareness and commitment to this district's philosophy of education.
- Plans and implements a program of student needs that reflects the individual student needs interests and abilities of each student in accordance with the Individualized Educational Plan.
- Maintains Special Education Progress Goals of the students' progress towards achieving the identified goals and objectives.
- Maintains accurate and complete student IEP, records, and prepares reports on children and activities, as required by laws, district policies, and administrative regulations.
- Develop and implement strategies to meet the needs of students with a variety of handicapping conditions.
- Modify the general education curriculum for special-needs students, based upon a variety of instructional techniques and technologies.
- Monitors and assesses the progress of students on a regular basis and communicates progress through student conferences, parent conferences and established procedures.
- Utilizes all available resources to diagnose the learning needs of students and determines their learning styles and selecting appropriate teaching strategies.
- Assists the administration in implementing all policies and/or rules governing student life and conduct for the classroom, assists in developing reasonable rules of classroom behavior and procedure and maintains order in the classroom in a fair and just manner.
- Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.
- Cooperates with co-workers and administration in helping to foster a positive public image of our programs and practices.

Employed by: TAG L.L.C.

- Participates and contributes to system-wide activities designed or related to curriculum development and selection of instructional materials.
- Shares in the responsibility for the development and implementation of co-curricular activities.
- Demonstrates a commitment to professional growth by participation in a variety of activities including, but not limited to in service programs, graduate work and evidence of reading of professional journals and publications.
- Acts as a resource to classroom teachers for special educational material and methods.
- Assumes other appropriate responsibilities as delegated by the building principal or Special Education Coordinator.
- Must comply with the faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Possess a valid Michigan teacher’s certificate.
- Bachelor's Degree with a major in a specific special education area or have earned credit in course work equivalent to that required for a major.
- Possess an endorsement in special education that is valid in grades K - 12.
- Have completed not less than 8 weeks of directed student teaching in the specific area of impairment. Not less than a 180-hour practicum in the specific area of impairment is required for each additional endorsement.
- Must hold one of the following endorsements through the State of Michigan:

Cognitive Impairment*4	SA
Speech & Language Impairment*4	SB
Physical or Other Health Impairment*4	SC
Emotionally Impairment*4	SE

Employed by: TAG L.L.C.

Position: Social Worker

Supervisor: Director of Counseling and/or Director of Special Education

Position

Description: The social worker will counsel students who are in crisis. The social worker will help in obtaining government funds or treatment for a student. He/she will also begin legal action or notify the proper authorities in cases of child abuse.

Duties:

- Performs casework service with individual students to correct those personal, social, or emotional maladjustments related to their educational and social progress.
- Performs casework service with parents as part of the task of helping students, to increase the parents' understanding, their constructive participation in resolving their child's problems, and their knowledge and use of appropriate resources available.
- Consults and collaborates with other school personnel in gathering and giving information on a case, and in establishing and planning for respective roles in the modification of the student's behavior.
- Assists with referrals of students to, and serves as liaison with, outside agencies such as Department of Human Services, Juvenile Court, private Mental Health Centers, etc.
- Makes home visits when necessary for the purpose of gathering helpful information on a student's background.
- Serves as liaison between home and school when considerable follow-up is necessary, as in families receiving services from Human Services, foster home children, and disadvantaged students.
- Assists students directly toward adjustment to school.
- Keeps sufficient records of cases for use by school staff members and outside agencies when appropriate.
- Assists other school staff in development and implementation of parent and student training programs when appropriate.
- Performs other tasks and assumes other responsibilities within the overall scope of the position which the supervisor may assign.

Employed by: TAG L.L.C.

- Must comply with A.T.A. Faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Master's Degree from a graduate school of social work program approved by the state board of education.
- Full approval from Michigan Department of Education.
- A minimum of a 500 clock hour supervised social work practicum.
- Previous recommendation for temporary approval from an approved university school of social work training program.
- Patience, resilience, and the ability to remain calm in a crisis.
- Initiative and flexibility to adapt to new roles, tasks, and situations.
- Strong observation, analytical and listening skills.
- The capacity to absorb legal/procedural information.
- The ability to negotiate/mediate/interpret on behalf of students.

Employed by: TAG L.L.C.

Position: Academic Counselor

Supervisor: Director of Counseling

Position

Description: The Academic Counselor will work with students in understanding their choices for post secondary education and career training; ensuring that all graduation requirements are met; providing information and/or direction to students, parents, teachers, and administrators about educational attainment and services available to eligible students. Developing and monitoring of program data and reports; and promoting programs with students, staff and parents.

Duties:

- Counsel students regarding educational issues such as course and program selection, class scheduling, personal, social and academic development, school adjustment, behavior/truancy, study habits, and career planning.
- Counsel students regarding graduation requirements, and necessary steps needed to ensure graduation requirements are met.
- Prepare student schedules and assists in developing the teachers' master schedule.
- Assisting Deans or other administration with students that have repeated discipline and attendance issues.
- Chaperoning and organizing school events as required by the school district.
- Track student credit hours, work key assessments as well as credit recovery and community service hours.
- Discuss with parents or guardians, teachers, other counselors, and administrators to resolve students' behavior, academic problems, and other issues that may come up.
- Make appropriate referrals of students and parents to outside agencies and specialists when necessary.
- Closely monitor and advise students and parents as to students academic progress toward promotion and graduation.
- Provide crisis intervention to students when difficult situations occur at schools.
- Identify cases involving domestic abuse or other family problems affecting students' behavior and development.

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- Counsel students on careers and career pathways
- Ensuring all students in grades 6 – 12 have a Career Cruising account and are knowledgeable on using it.
- Prepare students for later educational experiences by encouraging them to explore learning opportunities and to persevere with challenging tasks.
- Assisting with the enrollment, includes reviewing student placement, interviewing parents and students, attending ATA open houses and recruiting at other schools in promoting ATA.
- Observe and evaluate students' academic performance, behavior, social development, and physical well being of each student.
- Provide students with information on colleges, universities, and scholarship opportunities.
- District test supervisor for the MME, MSTEP, & PSAT/SAT
- Actively participate in the student RTI process
- Pursue continuous professional development and growth.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Hold a counseling degree from an accredited college or University.
- Meet the certification requirement for school counselor from the Michigan Department of Education.
- Ability to listen and take time to understand the points being made, and not interrupting at inappropriate times.
- Being aware of others' reactions and understanding why they react as they do.
- Aptitude of using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems in order to resolve issues.
- Certification pursuant to applicable law.

Employed by: TAG L.L.C.

Position: Director of Food Service

Supervisor: Chief Financial Officer

Position

Description: Supervises the food servers, cashiers, and lunch room custodial staff on duties in the cafeteria, kitchen and lunch room. The person in this position ensures adherence to the high quality standards and sanitation procedures in accordance with the Food and Drug Administration.

Duties:

- Set up cafeteria line for service, serving meals, and running POS system on the cafeteria line.
- Review and approve monthly menus and ensure that the USDA Meal Pattern and nutritional requirements are met.
- Enforces federal and state regulations regarding nutritional standards, reports and records.
- Prepares and maintains all records for required audits and reviews.
- Oversees the administration of the district's free and reduced price meals program according to federal regulations.
- Trains food service staff on performance of duties and assigns and coordinates work of employees to promote efficiency in the department.
- Work area meets, or exceeds health department standards for sanitation.
- Work site is properly cleaned using proper cleaning materials for the kitchen and eating areas.
- Reconciles cash transactions and item counts for the purpose of balancing financial and daily inventory accounts.
- Ensure that site complies with safety of food handling and follows safe work procedures.
- Oversees appropriate use of food: serves proper portion size, records unused food and throws out what has expired or unusable, ensures proper storage of food.
- Maintains an efficient food service operation and a high quality food service staff by recruiting, selecting, properly training, scheduling, supervising, and evaluating all food service personnel.

Employed by: TAG L.L.C.

- Ensures employees follow proper lifting procedures, wear gloves and washing hands constantly when serving food.
- All food service staff must be in proper uniform.
- Record of food temperature upon arrival and at serving time.
- Counts food upon arrival and ensures food is maintained at proper temperature.
- Place meal orders with vendors and process end-of-day reconciliation using the Meal Magic system.
- Coordinates all kitchen equipment maintenance and equipment repairs with the business office.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.
- Certification pursuant to applicable law.

Qualifications:

- A minimum of two years experience as a supervisor or manager in a food service setting.
- Demonstrated ability to work as an effective team leader.
- Ability to work with other groups in the integration of nutrition into other core subject areas.
- Skill in motivating and supervising food service personnel.
- Knowledge of food service program requirements.
- Basic computer skills and ability to learn Meal Magic Program.
- Ability to maintain records and complete reports, including web-based reporting.
- Written and oral communication skills.
- Considerable knowledge of quantity, food production and serving techniques, food safety/sanitation.
- An understanding of food service finances.
- (1) Must have the training, experience and ability to direct the total food service operation; (2) Must have knowledge of large quantity meal preparation, menu planning and completing state, federal and local reports; (3) Must have purchasing, strong human

Employed by: TAG L.L.C.

relations, communication and business management skills; and, (4) Must meet any additional qualifications set by the district.

Employed by: TAG L.L.C.

Position: Athletic Director

Supervisor: Executive Director

Position

Description: The Athletic Director plans, coordinates, implements and evaluates the athletic program at the Advanced Technology Academy in conformance with the ATA handbook.

Duties:

- Hire coaches and require preseason and postseason meetings with coaches.
- Assure that all coaches and players adhere to the C.I.F. and site athletic bylaws.
- Verify that all athletes are medically cleared, have insurance, have been released by parents, and have a signed Code of Conduct form.
- Schedule all competitions.
- Provide transportation for all away competition.
- Accountable for the actions of students while in your presence.
- Provide officials for all home competition.
- Provide supervision for home competition.
- Provide a year-end banquet and keep records of all awards/letters issued.
- Verify that all athletes are academically eligible to compete.
- Purchase all equipment and uniforms.
- Provide adequate practice and playing facilities.
- Respond to all parent concerns and calls. Respond to all staff concerns and Email messages.
- Troubleshoot the day to day operation of a high school athletic program.
- Ensure that each coach maintains an accurate inventory of equipment and materials, and file such an inventory with the athletic director at the conclusion of each season.
- Responsible for the development of a schedule for all athletic events, and in the absence of the coach prepares a schedule.
- Responsible for securing officials for all home events, and assists in the coordination of transportation for all away events.

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- Responsible for the orientation of all coaches regarding site and district policies, procedures and expectations; and ensures that all coaches comply with CIF rules and procedures.
- Files and stores all athletic physical forms for each athlete and processes any other necessary forms.
- Works closely with staff and site administration to develop and enforce an athletic/academic code of conduct which is consistent with the goals of the Advanced Technology Academy.
- Responsible for development and oversight of the Athletic Department budget.
- Assist in the requisitioning and issuing of athletic equipment.
- Assist in maintaining an inventory of all athletic equipment.
- Assist in the responsibility for the care of the athletic facilities/fieldhouse.
- Assume the responsibility for the safety and welfare of students whenever danger is observed on or about the campus.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Bachelor's degree is required; prefer master's degree
- State of Michigan teacher license - Physical Education preferred
- Prior coaching experience – Minimum 5 years
- Ability to meet requirements for Michigan administrative certification.

Employed by: TAG L.L.C.

Position: Administrative Assistant

Supervisor: Principal/ Pupil Accounting

Position

Description: The person in this position is responsible for initiating and coordinating the clerical and secretarial functions required in effective implementation of administrative procedures. Effectively working with and providing service to internal and external constituents; shares information and solicits input; forges consensus to reach goals; generated trust and confidence.

Duties:

- Tracks all classroom textbooks. (Initial inventory from teacher, assigned inventory to students, and tracking lost books)
- Checks daily attendance, making sure teachers are inputting daily attendance into power school for all classes.
- Communicates with parents in regards to sick children and aids security to make sure all students have been picked up.
- Emails progress reports and mails out report cards for grade levels assigned.
- Keeps emergency card information in the CA60 as well as a separate binder.
- Updates power school when necessary regarding student phone numbers and addresses.
- Updates CA60's on a regular basis as needed.
- Notifies Pupil Accounting when students have left or are no longer attending class on a regular basis.
 - Add and maintain all student data information for students in their related school inside of Power school including:
 - Addresses, emergency contacts and phone numbers, update emergency contact sheets annually and as needed, as well as all yearly required handbook/welcome package forms.
 - Update guardianship paperwork as needed (every 60-90 days until permanent court decision is made).
 - All needed medical and Rx permission slips and medical alerts.

- All other information as requested by the Principal or Registrar.
- o Maintain all active CA60's (student files)
 - request files for new students and make sure a manila folder with the students application, birth certificate, shot records are in the active student grade level file draw by the end of September. Continue to request CA60's, keep a spreadsheet on you your attempts and advise Registrar is there are issues in obtaining a file.
 - File all end of year report cards, retention letters, standardized tests, progress reports or related work as requested by principal or teachers. (attendance is printed from Power school as needed)
 - Have files and cabinets in audit ready condition. (new for 2015/16) annual audit of files to establish accountability (ensure we do not lose our files)
- o Assist teachers in keeping their attendance binders, printing weekly attendance, having them sign and maintaining the binder in audit ready condition at all times. (on- going training and audits by pupil accounting)
- o Assist with daily attendance as requested by pupil accounting (new for 2015/2016). The majority of attendance will be handled from the attendance line in the pupil accounting office. AA's will be asked only to assist with early dismissals and school business/field trips (updated training and information soon to come). Assist the Principals as requested in sending out attendance letters or other related items. Pupil accounting will forward weekly attendance data to principals for follow-up as they see fit.
- o Counseling AA to Process all records requested for students who are leaving. Forward manila folder with the birth certificate and a copy of the records request to the business office for archiving (new for 2015/2016). School AA's/counselors can act as back up here if Counseling AA has a project or time off.
- o Counseling AA shall complete all details and uploading to the State Shot Records Site.(It is requested that a detailed job process be written and given to pupil account for cross training. As of now Ira is the only person who knows how upload the shot records)
- o Counseling AA will take direction from Registrar/pupil accounting as well as from Director of Counseling. It is requested Director of counseling keep pupil

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accounting updated on any projects or new job requests that may come to this AA.

- Monitors the hallways before and after each hour/class.
- Goes on Staples link to order supplies and keeps track of all orders.
- Contacts maintenance for any emergencies or maintenance requests from teachers.
- Assists with monthly newsletter. (request information from principals, dean of students & counselors)
- Tracks dual-enrolled forms from students.
- Works on preparation for open house and parent-teacher conferences.
- Works with principal on any correspondence and or duties deemed necessary by the principal within the scope of this position.
- Works with the counselor on any correspondence and/or duties deemed necessary by the counselor within the scope of this position.
- Performs other tasks and assumes other responsibilities within the overall scope of the position which the principal may assign.
- Creates and distributes student ID Cards by the first day of school.
- Supervises Assessments when needed.
- Works on Summer School correspondence when needed.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook

Qualifications:

- Experience with typical office procedures and office machines
- 90+ college hours, college degree preferred
- An aptitude or competency for assigned responsibilities.
- Ability to communicate effectively.

Employed by: TAG L.L.C.

Position: Dean of Students

Supervisor: Executive Director & Campus Director

Position

Description The person in this position will assist the Principal in overseeing the functions of student management relating to student tardy and attendance issues. Other duties, needs and processes may also be assigned.

Duties:

- Assist the principal and other building administrators in the supervision of student conduct and extracurricular activities.
- Enforcing the Academy's dress code.
- Enforces the attendance policy of ATA.
- Enforcing discipline in keeping with the ATA Model Code of Student Conduct.
- Work collaboratively with student, staff and parents to be proactive in the implementation of the Code of Conduct to foster a safe and secure school environment.
- Meet with parents, students and staff to seek to resolve disciplinary issues prior to suspension and/or expulsion.
- Determine and enforce discipline action for students who have habitually violated levels of the Modes Code of Student Conduct.
- Coordinate with teachers, counselors, and administration regarding alternative methods to correct behavior of students who habitually violate all levels of the Model Code of Student Conduct.
- To supervise and coordinate the dissemination of locker assignments.
- Work collaboratively with school security to ensure a safe and orderly school environment.
- Respond within 24 hours to all disciplinary referrals submitted by faculty and staff and clearly indicate disposition on all referrals.
- Submit a monthly report to the Assistant Principal. This report should indicate all disciplinary infractions including type, date and disposition.
- Maintain accurate student disciplinary files.

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- Work collaboratively with local law enforcement officials to ensure school safety and security.
- To work collaboratively with the Assistant Principal in the presentation and adjudication of all suspension and expulsion hearings.
- Work collaboratively with local human service providers such as the department of social services and the juvenile justice system to be proactive with at risk students.
- To assume other duties and responsibilities as designated by the Assistant Principal or Principal.
- Must comply with faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Minimum of a Bachelors Degree from an accredited institution of higher learning.
- Demonstrated leadership qualities and personal characteristics necessary for working effectively with students, teachers, and parents as attested to by the Assistant Principal and Principal.
- Have at least 3 years of successful experience in a supervisory or teaching capacity.

Employed by: TAG L.L.C.

Position: Security

Supervisor: Executive Director & Campus Director

Position

Description: The person in this position will assist the Campus Director in overseeing the safety of student management relating to student behavior and other safety issues. Other duties, needs and processes may also be assigned.

Duties:

- Monitors the cafeteria, hallways, restrooms, and other assigned areas of the school building during class hours to deter and control undesirable actions.
- Patrol parking lots and school grounds to detect unauthorized persons or vehicles and to identify any suspicious activities.
- Assist administrators and staff in crisis and emergency situations.
- Notify administrative staff, police, fire or other appropriate authorities of security or emergency situations requiring immediate public safety attention.
- Control disruptive situations on premises.
- Operate hand-held radios and hand-held metal detectors during the school day.
- Observe and report violations of safety and health codes to the Director of Campus.
- Observe and report student violations of the Model Code of Conduct.
- Investigate law violations and disciplinary incidents at the school, which may include vandalism, theft and major school disturbances.
- Work cooperatively with school administrators and law enforcement officials in handling serious student offenses and law violations.
- Assist with fire drills and other emergency building evacuations.
- Supervises classroom behavior, as needed, when the teacher must temporarily leave the classroom.
- Direct traffic and parking on campus; check vehicles for proper parking authorization; determine if vehicles are parked in restricted areas.
- Provide security at athletic events, school dances and other scheduled events when needed.
- Process early student dismissals and verify the identity of person picking up the student.

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- Monitor security surveillance equipment to protect facilities and assets.
- Ensure doors/gates are locked and opened at designated times determined by security protocol.
- Other related duties as assigned by the Director of Campus Safety or other appropriate administrator.

- **QUALIFICATIONS:**

- Must possess a high school diploma.
- Minimum of five (5) years experience as a law enforcement officer.
- Experience working in schools with at-risk students preferred.
- Ability to control, organize and lead a group of students.
- Possession of a valid Michigan driver's license.

Employed by: TAG L.L.C.

Position: Maintenance

Supervisor: Campus Director and/or Facility Director

Position

Description: The person in this position may deliver or pick up materials and/or equipment from outside locations; set-up and tear-down for special activities; security of facilities and facility maintenance. The person will also be able to perform routine and or extensive preventative maintenance and repair procedures on the school building. Some unskilled or semi-skilled maintenance may be required. Must be able to judge work and make changes as needed on a daily basis without direct supervision.

Duties:

- Perform daily maintenance responsibilities to ensure the comfort, health, and safety of the students and staff.
- Observe inventory & record daily conditions in school building.
- Replaces broken windows; repairs doors, door locks and closets; installs window blinds.
- May be responsible for opening or closing of building.
- Performs preventive maintenance.
- Maintain a cleaning schedule that will include the cleaning of floors, chalkboards/whiteboards, wastebaskets, windows, furniture, equipment, and restrooms.
- Keep the school grounds, including sidewalks, driveways, parking lots, and play areas neat and clean.
- Empty trash into collection dumpsters and replace with trash liners.
- Comply with local laws and procedures for storage and disposal of trash.
- Report all building repairs needed to Facility Supervisor.
- Move furniture or equipment within the buildings as directed by Supervisor.
- Follow all OSHA Codes and Standards.
- Operate equipment and handle cleaning supplies and chemicals in a safe and secure manner.
- Demonstrate a positive attitude, flexibility, and a willingness to perform any additional tasks as assigned by the Supervisor.

Employed by: TAG L.L.C.

- Assist in any urgent situations as needs arise and complete other special duties as assigned.
- Must comply with A.T.A. faculty handbook and ADP Total Source policies handbook.

Required Skills:

- Ability to safeguard keys issued which are necessary for assigned work areas.
- Ability to operate vacuum, floor scrubber and polisher.
- Skill in prioritizing workload to meet daily schedule.
- Ability to follow through and carry out designated assignments.
- Ability to effectively read written instructions, read manuals, signs, and product labels.
- Must have the willingness to provide pleasant, efficient, and discreet service to the building assigned.
- Ability to maintain acceptable work habits, punctuality, and regularity of attendance, arrive at and leave work a scheduled time, observe break and lunch periods.
- Knowledge of proper and safe use of equipment, chemicals, tools, etc.
- Knowledge of procedures related to building safety.
- Basic knowledge of using a computer. (writing letters, scheduling & record keeping)
- Possess sufficient interpersonal and communication skills to interact effectively with fellow staff and students of the Advanced Technology Academy.
- Ability to work effectively in a school environment with changing priorities and interruptions.
- Ability to maintain confidentiality and discretion regarding the Advanced Technology Academy activities.

Qualifications:

- Must possess the physical ability to perform all essential custodial duties that require bending, stooping, lifting, walking, carrying, reaching, moving items, and climbing stairs or ladders.
- Physically able to perform manual work including dumping large bags into the dumpster, or transporting supplies, furniture, equipment (vacuum cleaners, mop buckets, custodial supplies).
- May require flexible hours to accommodate Advanced Technology Academy events.

Employed by: TAG L.L.C.

Position: Pupil Accounting

Supervisor: Human Resources & Chief Academic Officer

Position

Description: The person in this position is responsible for ensuring attendance and accurate student records within the district. Provide Power School support for administrative assistants. Effectively work with administrators, faculty and staff providing pupil accounting support for all departments.

Duties:

- Attends pupil accounting seminars to keep updated on changes on student information/records.
- Communicates with principals, counselors and staff for the purpose of resolving problems.
- Notifies Administrative Assistants when teachers are **not** properly inputting daily attendance into power school for all classes.
- Compiles student attendance records for the purpose of complying with Auditor requirements.
- Maintains documents, files and records for the purpose of providing up-to-date reference and audit trail for compliance.
- Prepares written materials (e.g. reports, memos, letters, etc.) for the purpose of documenting activities, providing written reference and/or conveying information.
- Processes documents and materials for the purpose of disseminating information to appropriate parties.
- Checks CA60's to ensure compliance with the Michigan Department of Education guidelines.
- Provides training to school staff on Powerschool as needed.
- Researches discrepancies of attendance information for the purpose of ensuring accuracy and adherence to procedures prior to processing for action.
- Tracks students who have left or are no longer attending class on a regular basis.
- Responds to inquires of staff, teachers, principal and students for the purpose of providing information and/or direction.

Employed by: TAG L.L.C.

- Performs other related duties as assigned.
- Must comply with ATA faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Experience with office procedures..
- 90+ college hours, college degree preferred.
- An aptitude or competency for assigned responsibilities.
- Preparing and maintaining accurate records.
- Ability to schedule time effectively.
- Collect data, information and process with the ability to set priorities.
- Maintain confidentiality.
- Adapting to changes in work priorities.
- Ability to communicate effectively.

Employed by: TAG L.L.C.

Position: Network Systems / IT Coordinator

Supervisor: Chief Executive Officer / Chief Financial Officer

Position

Description: Assists in all technical activities related to planning, researching and evaluating new technology integration, methodologies, data administration, capacity planning, training, technical support and ensures the timely delivery of automated solutions to internal employees.

Duties:

- Respond to customer contacts via phone and automated system alerts via ticketing system.
- Use a variety of tools and resources to monitor system readiness and report status changes as needed.
- Follow defined processes and techniques depending on customer, nature of problem and severity.
- Work with customers and internal personnel to evaluate, troubleshoot, and resolve or escalate problems to the appropriate Tier 2 personnel and vendors.
- Work closely with other team members, both locally and in other locations, to ensure open issues are tracked, kept current, and transitioned during shift changes.
- Act as backup when needed, to ensure the normal operation of the IT Department.
- Manage several large IT projects concurrently.
- Continually monitor and improve the practices of the IT department.
- Assist in coordinating a budget that includes hardware, software and maintenance of equipment.
- Recommend manufacturer or vendor specifications to determine impact on production systems, system designs, system policies, programming standards and operating procedures.
- Manage ongoing vendor maintenance and current project performance and related deliverables.
- Must comply with A.T.A. faculty handbook and ADP Total Source policies handbook.

Employed by: TAG L.L.C.

Qualifications:

- Strong organizational and time management skills.
- Understanding of software engineering and the software development life cycle.
- Ability to handle multiple tasks/projects/priorities concurrently.
- Significant knowledge of/understanding of project management tools and techniques.
- Excellent problem-solving and analytical skills.
- Effective oral and written communication skills.
- Computer and software background experience.
- Proven ability to meet deadlines.

Employed by: TAG L.L.C.

Title: Mathematics / Science Interventionist

Supervisor: Director of State & Federal Programs

Position

Description: Work one-on-one and/or in small groups w/ students identified in the Bottom 30% on the MSTEP, NWEA and/or PSAT/SAT Suite assessments in mathematics and science

- Caseload of students provided by Mathematics & Science Academic Leader
- Review assessment data for identified caseload of students;
- Based on review of assessment data write quarterly individualized Academic Achievement Plans w/ CCSS to be addressed;
- Set up a quarterly schedule of when students will be pulled for remediation – coordinate with the students' mathematics teachers;
- Ensure scheduling of working with students occurs during blocked mathematics classes when there is no new direct instruction occurring;
- Document all pull-out and/or push-in sessions with identified students in the SAG form on Google Docs – CCSS mastered by student must be evident
- Maintain a binder with materials used to (1) delivery remediation instruction, and (2) assess mastery of the students identified CCSS
- Coordinate educational interventions, when appropriate, with Special Education, EL, & Rtl staff.

Qualifications:

Valid MI Teaching Certificate with endorsement in Mathematics (EX) and/or Science (DI); Master Degree Preferred; and 3 – 5 years experience working with struggling students.

Employed by: TAG L.L.C.

Title: ELA / Reading Interventionist

Supervisor: Director of State & Federal Programs

Position

Description: Work one-on-one and/or in small groups w/ students identified in the Bottom 30% on the MSTEP, NWEA and/or PSAT/SAT Suite assessments reading and language.

- Caseload of students provided by ELA Academic Leader
- Review assessment data for identified caseload of students;
- Based on review of assessment data write quarterly individualized Academic Achievement Plans w/ CCSS to be addressed;
- Set up a quarterly schedule of when students will be pulled for remediation – coordinate with the students’ mathematics teachers;
- Ensure scheduling of working with students occurs during blocked mathematics classes when there is no new direct instruction occurring;
- Document all pull-out and/or push-in sessions with identified students in the SAG form on Google Docs – CCSS mastered by student must be evident
- Maintain a binder with materials used to (1) delivery remediation instruction, and (2) assess mastery of the students identified CCSS
- Coordinate educational interventions, when appropriate, with Special Education, EL, & Rtl staff.

Qualifications:

Valid MI Teaching Certificate with an endorsement of Reading Specialist (BR) or ELA (BX or BA); Master Degree Preferred; and 3 – 5 years experience working with struggling students.

Employed by: TAG L.L.C.

Position: Reading Specialist

Supervisor: Director of State and Federal Programs

Position

Description: The person in this position supports, supplements, and extends classroom teaching, and works collaboratively with teachers to implement a quality reading program that is research-based and meets the needs of students. The reading specialist provides leadership as a resource to other educators, parents and the community.

Duties:

- Uses their specialized knowledge to develop, implement, and evaluate the literacy program in the school.
- Assess students who have been referred by a teacher
- Provides the information from the assessment to the classroom teacher, parent and specialized personnel such
- Design instruction for students needing individualized instruction.
- Schedule and provide reading intervention to students as needed
- Work with school principals and appropriate faculty members to coordinate reading intervention services
- Maintain data on all students being assessed and receiving intervention
- Collaborate with faculty members on strategies and differentiation
- Work with non-ELA content teachers on reading strategies pertinent to content areas
- Work with students, parents and faculty on fostering reading enjoyment (e.g. create a book club, develop incentive programs, join summer reading programs, etc.)
- Must comply with ATA faculty handbook and ADP Total Source policies handbook

Qualifications:

- A valid teaching certificate with a BR endorsement
- Previous teaching experience, 3 – 5 years
- A master’s degree with a concentration in reading and writing
- Program experiences that build knowledge, skills, and dispositions related to working with students, supporting or coaching teachers, and leading the school reading program

Employed by: TAG L.L.C.

Position: Para-Professional

Supervisor: Director of State & Federal Programs

Position

Description: The person in this position works with students who are identified as At-Risk for academic success. When identified students are not receiving direct instruction from the teacher of record, the paraprofessional will be assigned to identified students for additional support.

Duties:

- Maintain daily Student Achievement Goal (SAGs) for all students
- Model, re-teach, and/or instruct in materials previously taught by classroom teacher and/or remediate previous grade level topics
- Attend all staff meetings to review student data
- Review assessment testing results with assigned teacher, and Title-I Director
- Based on teacher recommendations, create weekly and/or unit objectives for students by analyzing assessment and MSTEP, NWEA, PSAT/SAT, Common Assessments and/or Formative Assessments
- Develop Individual objectives for identified student which correspond with the students' deficiencies based on assessment tests and teacher recommendation
- Enforce the R.E.A.C.H. values and other classroom rules
- Must comply with ATA Faculty Handbook and ADP Total Source Policies Handbook.

Qualifications:

- Minimum of 90 college credits, preference to candidates in a Teacher Education Program at an accredited university / college
- Proficiency with Google Docs
- Ability to manage time efficiently
- Communicate effectively with assigned teacher
- Work with students in a professional manner

Employed by: TAG L.L.C.

Position: English Language Learner Education Teacher

Supervisor: English Language Learner Coordinator

Position

Description: The person in this position works with students and families who are identified as English Second Language learners (ESL), and/or with families with Limited English Proficiency (LEP). In addition, under general supervision, performs work to assist in the education and public relations activities in a bilingual setting.

Duties:

- Works under the supervision of the ELL Coordinator
- Review all data for students on ELL caseload;
- Provide one-on-one or small group instruction for ELL caseload;
- Coordinate interventions with Special Education, General Education and Title-I staff and teachers;
- Provide suggestions for scaffolding to ELL and FLEP students who appear to struggle;
- Answer questions and provide ELL background knowledge to General Education staff;
- Observe and monitor assigned FLEP students or any reported to be a concern by the classroom teachers;
- Create a FLEP watch list for General Education staff and follow-up with classroom teachers quarterly; and
- Read and review writing in comparison to an average student in the class for all students on the caseload and FLEPs
- Determine which FLEP students might need retesting or provide a narrative of suggestion to support FLEP student who is not retested but needs extended summer learning and/or credit recovery

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement. Must hold the ENGLISH AS A SECOND LANGUAGE (NS) endorsement from the state of Michigan.
- Bachelors Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.

Employed by: TAG L.L.C.

- Able to work under limited supervision following standardized practices and/or methods.

Employed by: TAG L.L.C.

Position: English Language Learner Coordinator

Supervisor: Director of State and Federal Programs

Position

Description: The person in this position works with students and families who are identified as English Second Language learners (ESL), and/or with families with Limited English Proficiency (LEP). In addition, under general supervision, performs work to assist in the education and public relations activities in a bilingual setting.

Duties:

- Recommends, implements and maintains program policies, procedures, and budgets;
- Creates annual AMAO and LEP reports using all available data: MSTEP, MME, SAT Suite, NWEA, Common Assessments, etc.;
- Responsible for providing all assessment data and counts to the state regarding the information required for the Title III program, in conjunction with Pupil Accounting;
- Coordinates with the Counseling department for the annual ELPA screeners and assessments, including ordering of testing materials, distribution of the testing materials, collecting and maintenance of records;
- Determines eligibility and exit criteria decisions according to program procedures; and scores ELPA screener assessments;
- Monitors service delivery of services;
- Monitors the progress of Exited Students (FLEP);
- Distributes FLEP student surveys, gathers results and issues timely reports to administrators and staff;
- Coordinates ELL services with all other departments of the district, including but not limited to Special Education and Title-I;
- Responsible for the achievement of the program goals and requirements;
- Coordinates with Office of School Improvement regarding program goals, data, and professional development;
- Provides professional development to staff;
- Supervises and evaluates ELL staff;
- Creates staff caseloads based on data results;
- Provides appropriate means of communication with the school, staff and community;
- Ensures the processing of results of all ELPA assessments into PowerSchool, reports results to building principals, counselors, general education and ELL staff in a timely manner;
- Maintains ELL student files for active, non-eligible, and FLEP students
- Updates IT with ELL revisions to the website for state and district guidelines for ELL students and families;
- Works with Latino Family Services and other organizations to plan Family Nights;
- Updates and manages users of Rosetta Stone;
- Maintains a caseload of ELL students; and
- Performs other duties as assigned

Employed by: TAG L.L.C.

Qualifications:

- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelors Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.
- Must hold the ENGLISH AS A SECOND LANGUAGE (NS) endorsement from the state of Michigan.
- Must have at least 5 years experience as an ELL Teacher.

Employed by: TAG L.L.C.

Position: At Risk-College & Career Transition Coach

Supervisor: Director of State and Federal Programs & Director of College & Career Readiness

Position

Description: Career coaches establish focus around the identified at-risk student's self-awareness of talent strengths, current realities (academic, socio-economic, etc.) and personal, career and life goals. The career coach establishes a method approach to working with the identified at-risk students to develop personal goals and create action plans to move forward – and break through barriers. As they work together, the career coach looks for any past or current barriers that may be causing any challenges for the at-risk student.

Duties:

- Works with identified at-risk students beginning in the 9th grade with the 4-year high school course planning that aligns with post-secondary desires;
- Develops programs and interventions with a strong foundation in:
 - Academic Skills: Reading, Writing, Mathematics, Listening, and Speaking •
 - Thinking Skills: Problem Solving and Information Interpretation
 - Personal Skills: Integrity/Honesty, Accuracy, Responsibility, Self-Management and Employability Skills
- Steers at-risk students into greater self-awareness about selected career pathways;
- Provides interventions to increase the self-confidence and engagement of identified at-risk students to enable the pursuit a more challenging academic schedule;
- Provides interventions to the identified at-risk students to give clarity about high-potential career possibilities to empower self-direction;
- Works with the identified at-risk students to ensure high school graduation;
- Establishes community partnerships, mentoring and internships for identified at-risk students; and
- Produces a smooth transition from high school into post-secondary institutions.

Employed by: TAG L.L.C.

Qualifications:

- Possess a valid Michigan Counselor Certificate
- Bachelors Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.

Employed by: TAG L.L.C.

Position: Business Office Assistant

Supervisor: Chief Financial Officer

Position

Description: The person in this position will work closely with the CFO, assisting in the financial records of the business. Helping with the monitoring of billing and the processing of payroll.

Duties:

- Monitors and reports on project statuses and estimates as well as employee time tracking
- Processes hourly and salary payroll on a bi-weekly or bi-monthly basis
- Assist with vendor billing issues and vendor relations
- Helps maintain the purchase order book
- Assists with ordering supplies, textbooks and maintenance department supplies
- Helps with bookkeeping, financial modeling, and department budgets
- Monitors and tracks the petty cash flow
- Track teacher absences using absence forms and substitutes unlimited invoices.
- Reconciles bank statements
- Assists with budget planning and balancing

Qualifications:

- Bachelor's Degree from a business program or equivalent experience
- Bookkeeping/Accounting experiences desired
- Experience working with Quickbooks & Microsoft Office & Excel

Employed by: TAG L.L.C.

Position: Director of Career & College Readiness

Supervisor: Chief Executive Officer

Position

Description: The College and Career Readiness Director will assist the district and school officials with developing and implementing an aligned K-12 college and career readiness program.

Duties:

- Design challenging College and Career Readiness programs using the Missouri Curriculum, ACT Work Keys, Employability Skills and Technical Writing from grades K through 12 as well as, career classes and coordinated learning experiences (CLEs).
- Creates a Program booklet describing expectations for each school and/ or grade level for College & Career targets.
- Coordinate with all college and university partners to ensure that ATA staff is qualified to teach concurrent enrollment classes. Meet with career pathway staff on a monthly basis.
- Work with LSSU to help with the NACEP application process.
- Evaluates teachers in the career pathway classes, EMC and adjunct faculty staff.
- Meets with principals to ensure a quality and verifiable career and readiness program on all levels--Grade 1 through 12.
- Coordinate a variety of events and programs for the purpose of supporting the smooth transition from middle school to high school to post-secondary training and/or employment.
- Conduct professional development session for ATA teachers during in-service explaining ATA's mission to ensure students graduate career and college ready.
- Write articles for newsletter and annual report on career and college readiness program at ATA.
- Create and update the coloring book for the Office of Career & College Readiness.
- Work with counselors to ensure a cohesive and detailed career and college readiness program. Create an online portfolio for college and career planning including essay writing for college applications, resumes, interviewing techniques.
- Work closely with high school academic leaders and PLC leaders to ensure career and college readiness skills are being taught effectively in the classroom and are part of teacher lesson plans.

Employed by: TAG L.L.C.

- Visit classes in grades 1-12 to observe implementation of college and career readiness standards. Report back to principals.
- Work on ensuring the implementation of the Ford NGL Master Plan.
- Work with Ford Motor High School Service Program.
- Point person for summer camps offered by LSSU and other institutions. Collect necessary forms, paper work and chaperones for the camps.
- Provide a wide variety of manual and electronic reports and materials for the purpose of communicating with staff, students and the community.
- Work with the Internship coordinator to set up summer internships.

QUALIFICATIONS:

- Master's Degree with five years of teaching experience and knowledge of the community and experience in collaborating with a variety of community partners.
- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelors Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.

Employed by: TAG L.L.C.

Position: Early Middle College Principal

Supervisor: Chief Executive Officer

Position

Description: EMC Principal will oversee the EMC students and teachers to ensure the successful implementation of the concurrent enrollment program, HFC Early Middle College Program and career pathway classes.

Duties:

- Work closely with university and college partners to maintain the quality of the concurrent enrollment program and EMC.
- Parent Outreach: Meet with parents of EMC students on a monthly basis to discuss EMC student progress and needs. Develop computer skills class and employability skills program for parents. Meet with prospective EMC candidates and parents for the next cohort of EMC students.
- Coordinate with all college and university partners to ensure that ATA staff is qualified to teach EMC classes. Meet with adjunct faculty staff.
- Serve as a member of advisory boards of local colleges/universities.
- Serve as member of the BEAC.
- Serve as member of the executive committee and give weekly progress report.
- Maintains liaisons with post-secondary institutions, employers, community leaders and organizations for the purpose of building resources and expanding program opportunities for eligible students.
- Chaperone EMC students when they attend HFC classes.
- Oversee study hall on days EMC students are not on HFC campus.
- Teach one concurrent enrollment class and one study hall for EMC students.

QUALIFICATIONS:

- Master's Degree with five years of teaching experience and knowledge of the community and experience in collaborating with a variety of community partners.
- Possess a valid Michigan teacher's certificate with endorsements related to course / grade placement.
- Bachelors Degree with a major in a specific education area or have earned credit in course work equivalent to that required for a major.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with general education teachers, staff, and administration.
- Able to work under limited supervision following standardized practices and/or methods.

Employed by: TAG L.L.C.

Position: Facility Director

Supervisor: Executive Director/Chief Fiscal Officer

Position

Description: To ensure the operational maintenance of the Advanced Technology Academy during operating hours. Responsible for the supervision of the maintenance staff and other building management personnel who inspect, repair or build on the facility premises to ensure building safety and security.

Duties:

- Maintenance and operation of the campus heating system.
- Interface with HVAC contractors for repair of the heating system including recommendation of necessary work.
- Coordination with any contractors for necessary repairs to keep campus in a proper working environment.
- Provide information to administration for the facility capital planning process and implement the approved plan as funding is made available.
- Oversees and coordinates the scheduling of projects and to meet the budget allocated.
- Necessary steps to assure compliance with all OSHA regulations.
- Securing, reviewing and recommending bids from contractors.
- Reviews quality of work and interfaces with the contractor upon completion of work performed.
- Oversees the work for maintenance and custodial personnel.
- Notifies ATA Chief Fiscal Officer once work has been completed and passes inspection for contractor to be paid.
- Identifies the future maintenance needs of building and determines the scheduling of such work based on the budget.
- Maintain inventory of tools as well as recommend equipment needed.
- Prepare requests for proposals, contracts, plans and specifications as may be required to procure services for repair and maintenance projects, renovations, and small construction projects.
- Prepare and submit an operating budget (to include new and/or replacement equipment, supplies, etc.) wisely manage available budgetary funds.
- Must comply with faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Knowledge of building and fire codes.
- Budget planning, management, and administration methods.
- Knowledge of OSHA regulations.
- Familiar with construction and project management methods and principles.
- Ability to negotiate effectively with vendors.
- Current with all applicable laws and regulations. Ability to balance multiple priorities. A combination of education and work experience required in a facility supervisor position.

Employed by: TAG L.L.C.

Position: Food Server/Cashier

Supervisor: Director of Food Service

Position

Description: The food server assists in the preparation and serving of food and in the cleaning and maintenance of kitchen facilities. Under general supervision, operates the cash register during meal periods and performing related cashiering duties, such as counting monies in which independent judgment is frequently required.

Duties:

- Assisting with setting up cafeteria line and running POS system.
- Arranges food and beverage items(e.g. placing in steam tables, displaying, filling racks, etc) for the purpose of making them available to students and staff.
- Cleans utensils, equipment, and the storage, food preparation and serving areas for the purpose of maintaining sanitary conditions.
- Collects payments for food items (e.g. cash, free/reduced meal offset, etc.) for the purpose of securing funds for reimbursement of items selected.
- Assists with bringing in food/paper supplies from the truck.
- Responds to inquiries of students and staff for the purpose of providing information and/or direction regarding the type and/or cost of meals.
- Re-stocking of food, condiments and supplies while maintaining adequate quantities and security of items.
- Must comply with faculty handbook and ADP Total Source policies handbook.

Qualifications:

- Adhering to safety practices while operating equipment in food preparation.
- Knowledge of standards and hazards of working in a kitchen.
- Ability to follow safety practices and procedures.
- Flexibility is required to work with others in a variety of circumstances.
- Ability to work as part of a team, communicating with students and working with staff/employees.
- Able to work under limited supervision following standardized practices and/or methods.
- Knowledge is required to perform basic math, including calculations using fractions, percents, and/or ratios.
- Ability to follow instructions and understand multi-step written and oral instructions.

Employed by: TAG L.L.C.

Position: Campus Safety Director

Supervisor: Chief Executive Officer

Position

Description: The Campus Safety Director is responsible for the development and successful execution of a comprehensive campus safety and security program to ensure compliance with local, state and federal regulations while enhancing quality in the safety and environment of the campus community.

DUTIES:

- Direct the day-to-day operations of the Campus Safety program and the Office of Student Services, including training, creating and overseeing standard security protocols, addressing and correcting violations of safety and health codes, creating staff schedules and approving time sheets, and building a cohesive team of service-oriented professionals within a student centered- culture.
- Coordinates the development and implementation of procedures to ensure a safe school environment.
- Provide direct assistance to principals and building administrators to enhance safety and security at the Academy and Business Office.
- Serves as liaison between the school district and local law enforcement, emergency management agencies, public safety communications, and fire department.
- Maintain a collaborative and coordinated effort with the police department and other emergency response personnel.
- Coordinates with the Regional Task Force and Emergency Management agencies in conjunction with the Homeland Security Department.
- Formulates general safety and security policies and procedures.
- Defines, develops, implements, and continually enhances safety and security programs to provide reasonable protection for staff and students at all times while on campus.

Employed by: TAG L.L.C.

- Performs physical audits of the school building and provides recommendations based on findings to improve safety and security. Initiates action as appropriate.
- Oversee the technical applications relevant to the security system including administering alarm monitoring and door locking and assisting in the overall use of technology to help aid in maintaining a safe environment.
- Maintain and manage crisis response and emergency preparedness plans and initiatives campus-wide including coordinating drills.
- Work with facilities/maintenance personnel to identify and prioritize maintenance repairs or issues that affect the safety and security of the campus community.
- Enforcing the student Model Code of Conduct

QUALIFICATIONS:

- Bachelor Degree from an accredited four-year college or university.
- Minimum of five (5) years successful experience as a law enforcement officer.
- Experience working in schools with at-risk students.

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of the 27 day of APRIL 2022, by and between Technical Academy Group L.L.C., a Michigan limited liability company ("TAG"), and Advanced Technology Academy, a Michigan nonprofit corporation (the "Academy").

The following is a recital of facts underlying this Agreement:

The Academy is a public school academy organized and operated pursuant to Part 6a of the Revised School Code, MCL 380.501 *et seq.* (the "Code"). The Academy has been issued a contract, as defined in the Code (the "Contract") by the Lake Superior State University Board of Regents (the "Authorizer Board") to organize and operate a public school academy, with the Authorizer Board as the authorizing body.

TAG is a limited liability company serving as a catalyst for school reform in the state of Michigan. TAG works to improve education through reform affecting public schools, both through direct involvement within the traditional system and alternatives such as charter schools.

The Academy and TAG desire to create an educational partnership, whereby the Academy and TAG will work together to bring educational excellence and innovation to the Academy, based on TAG's school design and capacity to implement and manage a comprehensive educational program.

In order to facilitate the operation of the school, and to implement an innovative educational program at the school, the parties desire to establish this arrangement for the management and operation of the Academy.

Therefore, it is mutually, agreed as follows:

ARTICLE I CONTRACTING RELATIONSHIP

A. Authority. The Academy represents that it is authorized by law to contract with a private entity to provide educational management services. The Academy further represents that it has been granted the Contract by the Authorizer Board to organize and operate a public school academy. The Academy is therefore authorized by the Authorizer Board to supervise and control such academy, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement. Notwithstanding anything contained herein to the contrary, the Board of the Academy ("Academy Board"), pursuant to the Code and in accordance with the Contract, shall be accountable for the overall oversight, monitoring and supervision of the Academy and shall be responsible for the establishment and/or approval of all Academy strategic planning, policies and budgeting.

B. Contract. Acting under and in the exercise of such authority, the Academy hereby contracts to TAG, to the extent permitted by law, all functions relating

to the provision of educational services and the management and operation of the Academy in accordance with the enrollment, age and grade level specifications for the school.

C. Status of the Parties. TAG is a limited liability company, organized and existing under the laws of the State of Michigan, and is not a division or a part of the Academy. The Academy is a nonprofit corporation, organized and existing under the laws of the State of Michigan, which pursuant to Section 501 of the Code, MCL 380.501, is a public school academy, a body corporate and governmental agency of the State of Michigan, and is not a division or part of TAG. The relationship between TAG and the Academy is based solely on the terms of this Agreement, and the terms of any other agreements between TAG and the Academy. In the performance of the duties of TAG to be rendered pursuant to this Agreement, it is mutually understood and agreed that TAG shall be at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship, partnership or joint venture relationship between the parties.

D. TAG, and its respective officers, directors, employees and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Academy and its students for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. § 1232g et seq., 34 CFR Part 99 ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Academy for all purposes related to FERPA.

E. During the term of this Agreement, the Academy may disclose confidential data and information to TAG, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law as its agent. Such data may include without limitation, the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 360.610 — 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the Americans with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d —13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

ARTICLE II

TERM

A. Term. This Agreement shall become effective on July 1, 2022 and end on June 30, 2029 at the conclusion of the final academic year of the Contract term ("Term"), unless earlier terminated in accordance with this Agreement or the Contract; provided, however, that under no circumstances shall this Agreement exceed the term of the Contract. For purposes of this Agreement, an "academic year" shall mean fiscal year beginning July 1 and ending June 30 of each year.

B. If the Contract issued by the Authorizer Board 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 Contract is suspended, revoked, terminated or expires without further action of the parties.

ARTICLE III **FUNCTIONS OF TAG**

A. Responsibility. TAG shall be responsible, and accountable to the Academy Board, for the administration, operation and performance of the Academy. Subject to the oversight of the Academy Board, TAG shall be responsible for the day-to-day management of the Academy and shall undertake such responsibilities in good faith and in the best interests of the Academy. TAG is hereby granted such power and authority on behalf of Academy as is reasonably necessary or appropriate to perform TAG's obligations under this Agreement, subject to the express limitations stated in this Agreement and applicable law. The descriptions of TAG's power and authority stated in this Article III are not intended to limit or restrict other powers and authority which may be necessary or appropriate for TAG to perform its obligations under this Agreement.

B. Educational Program. Consistent with the Code, the parameters of the Contract and the Academy Goals (as defined herein), the educational program(s) and program(s) of instruction ("Educational Program") provided by TAG at the Academy may be adapted and modified by TAG from time to time, it being understood that an essential principle of this Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency and that the Academy and TAG are interested in results and not inflexible prescriptions. In accordance with the Code and the Contract, any adaptation or modification to the Educational Program shall require a Contract amendment approved by the Academy Board and the Authorizing Board.

C. Specific Functions. Subject to the oversight of the Academy Board, TAG shall be responsible for all of the management, operation, administration, and education at the Academy. Such functions include the following:

1. implementation and administration of the Educational Program, including the selection and acquisition of instructional materials, equipment and supplies approved by the Academy Board, and the administration of any and all extra- and co-curricular activities and programs;
2. management of all personnel functions, including professional development for the School Administrator (as defined herein) and all instructional personnel and the personnel functions outlined in Article VI;
3. operation of the school building, which the Academy Board shall lease or otherwise make available to TAG, and the installation of technology integral to school design;
4. all aspects of the business administration of the Academy;

5. details of the financial procedures are attached in Article V, Section H of this Agreement;
6. the provision of food service for the Academy; and
7. any other function necessary or expedient for the administration of the Academy as approved by the Academy Board.

D. Subcontracts. TAG reserves the right to subcontract any and all aspects of services it agrees to provide to the Academy, including, but not limited to food service. However, TAG shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with the prior written approval of the Academy Board.

E. Place of Performance. TAG reserves the right to perform functions other than instruction such as purchasing, professional development, and administrative functions, off-site at other TAG locations, unless prohibited by law.

F. Student Recruitment. TAG and the Academy Board shall be jointly responsible for the recruitment of students subject to agreement and in accordance with the general recruitment and admission policies adopted by the Academy Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

G. Legal Requirements. The parties acknowledge that the Contract establishes certain educational goals for the Academy to achieve and the methods by which the Academy will be held accountable ("Academy Goals"). TAG shall use its best efforts to provide the Educational Program in a manner which will reasonably meet (i) all applicable federal, state and local laws ("Applicable Law"), (ii) the requirements imposed upon the Academy under the Code and the Contract (unless such requirements are or have been waived) and (iii) the Academy Goals. To assist in this effort, the Academy Board shall interpret Applicable Law, the Contract and the Academy Goals liberally so as to provide TAG the maximum flexibility and freedom to implement the Educational Program.

H. Due Process Hearings. To an extent consistent with the Academy's obligations, TAG shall provide students with all necessary due process hearings in conformity with Applicable Law, including matters relating to discipline, special education, confidentiality and access to records. The Academy Board shall retain the right to provide due process as required by law.

I. Rules & Procedures. TAG shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce the rules, regulations and procedures adopted by the Academy Board. School Year and School Day. The school year and the school day shall be as provided in the Contract.

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

ARTICLE IV **OBLIGATIONS OF THE ACADEMY BOARD**

The Academy Board shall exercise good faith in adopting the reasonable recommendations of TAG including, but not limited to, TAG's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets. TAG's recommendations shall be subject to the oversight of the Academy Board. The Academy's failure to adopt TAG's reasonable recommendations with respect to policies, rules and regulations to enable TAG to implement the school design may be considered a material breach of this Agreement. The Academy Board shall notify TAG of and allow TAG representatives to attend Academy Board meetings, to the extent permitted by applicable law.

ARTICLE V **FINANCIAL ARRANGEMENT**

A. Annual Management Fee. The Academy shall pay to TAG an annual management fee ("Annual Management Fee"), determined as follows:

1. Subject to the other provisions of this Article V, the Annual Management Fee, for each academic year during the Term of this Agreement, shall be an amount equal to twelve (12%) percent of the gross receipts of the Academy ("Percentage Revenue Fee"). Subject to the provisions of Article V-C, the gross revenues of the Academy ("Gross Revenues") shall mean all receipts of the Academy of whatsoever kind or nature, excluding any proceeds from borrowings undertaken by the Academy.
2. The Annual Management Fee shall be paid to TAG as and when state school aid payments, or funds from state and federal agencies or other sources, are received by the Academy.
3. The parties hereby acknowledge and agree that TAG's compensation under this Agreement is reasonable compensation for services to be rendered hereunder. TAG's compensation for services under this Agreement shall not, under any circumstances be based, in whole or in part, on a share of net profits from the operation of the Academy.
4. In addition to the Annual Management Fee, the Academy agrees to pay or reimburse all costs and expenses referenced in Paragraph D of this Article V of this Agreement, provided that such costs and expenses do not exceed the Academy's annual budget. Any equipment, materials or supplies purchased by TAG on behalf of the Academy shall be and remain the property

of the Academy. TAG shall comply with Section 1274 of the Code, as if it were the Academy, when making such purchases directly from a third party supplier, and TAG shall not include any added fees or charges with the cost of the equipment, materials or supplies that it purchases from a third party supplier. No corporate costs of TAG, including marketing and business development costs, shall be charged to the Academy by TAG, or shall be reimbursed to TAG by the Academy.

5. The parties intend that this Agreement meet all of the applicable safe harbor conditions as set forth in Sections 5.02 through Sections 5.07 of Revenue Procedure 2017-13. In this regard, the Academy and TAG make the following representations: (A) TAG's compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (B) This Agreement does not pass on to TAG the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (C) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond financed school facility (if shorter) including all renewal options; (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (E) TAG is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy. In interpreting this Agreement and the provision of the services required hereunder, TAG shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights under this Agreement. As required by the Academy's Articles of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction it is agreed between the Academy and TAG that none of the voting power of the governing body of the Academy will be vested in TAG or its directors, members, managers, officers, shareholders and employees, and the Academy and TAG will not be related parties as defined in Treas. Reg. §1.150-1(b).

B. Other Revenue Sources. In order to supplement and enhance the state school aid payments, and improve the quality of education at the Academy, the Academy shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy may solicit and receive grants and donations consistent with the mission of the Academy;
2. The Academy and/or TAG may apply for and receive grant money, in the name of TAG or the Academy; and
3. To the extent permitted under the Code, TAG may charge fees to students for extra services such as summer programs and charge non-Academy students who participate in such programs as approved by the Academy Board.

Except as provided in Paragraph C of this Article V, all funds received from such other revenue sources shall be deemed a part of Gross Revenues and included within the calculation of the Annual Management Fee.

C. Academy Contributions: Academy Foundation. Additional funding generated by the Academy Board on behalf of the Academy in the form of contributions ("Academy Contributions") to the Academy or an Academy Foundation (as defined herein), shall be excluded from Gross Revenue, so long as administration or management of the Academy Contributions is not performed by TAG. Notwithstanding the foregoing, TAG shall, upon the request of the Academy Board, assist the Academy Board in establishing a tax exempt foundation ("Academy Foundation"), and such assistance shall not constitute the administration or management of Academy Contributions raised by the Academy Foundation or by the Academy Board for the Academy Foundation. The parties acknowledge and agree that at such time as TAG shall be required to administer or manage Academy Contributions in the operations of the Academy pursuant to this Agreement, such Academy Contributions shall then be considered a part of Gross Revenues of the Academy.

D. Payment of Costs. Except as otherwise provided in this Agreement, all costs incurred in providing the Educational Program at the Academy shall be paid by the Academy, provided that such costs and expenses do not exceed the Academy's annual budget. Such costs shall include, but shall not be limited to, salaries for all personnel, curriculum materials, textbooks, library books, computer and other equipment, software, supplies, building payments, maintenance and capital improvements. Upon prior written approval of the Academy Board and consistent with Academy budgets, TAG may, at its election and in order to gain various economies and efficiencies, elect to incur certain of such costs directly and, in such event, the Academy shall reimburse TAG for such costs on demand.

E. TAG Personnel. In addition to the services provided by TAG to the Academy, TAG shall provide the Academy the services of TAG professional and curriculum development staff. Such professional staff shall be employees of TAG, shall be compensated by TAG and shall perform services to the Academy on a part-time basis.

F. Other Public School Academies. The Academy acknowledges that TAG has, or will, enter into similar management agreements with other public school academies. TAG shall separately account for reimbursable expenses incurred on behalf of the

Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy. If TAG incurs reimbursable expenses on behalf of the Academy and other public school academies which are incapable of precise allocation between such academies, the TAG shall allocate such expenses among all such academies, including the Academy on a pro rata basis based upon the number of students enrolled at such academies, or upon such other equitable basis as is acceptable to the parties.

G. Financial Procedures and Reporting. TAG shall provide the Academy Board with:

1. a projected annual budget at least thirty (30) days prior to the start of the Academy's fiscal year. The Academy Board shall be responsible for reviewing, approving and amending, if necessary, the Academy's annual budget. The Academy Board shall ensure that the annual budget covers all operational costs of the Academy. The Academy Board shall also determine the amount of budget reserve. The Academy Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.
2. monthly detailed statements of all revenues received, from whatever source, with respect to the Academy; monthly detailed statements of all direct expenditures for services rendered to or on behalf of the Academy, whether incurred on-site or off-site; and special reports, financial projections and analysis on request or as deemed appropriate by TAG.
3. Financial Procedures:
 - a. The Academy shall be responsible for establishing its own bank account in accordance with the Code.
 - b. The Academy Board shall pass resolutions identifying the Academy's bank account and signatories. No provision of this Agreement shall alter the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by applicable law. The signatories on the depository account shall only be Academy Board members properly designated by Academy Board resolution. No employee or agent of TAG may be a signatory on the Academy's bank accounts.
 - c. The Academy's state-aid payment is deposited into the above-mentioned account by the Authorizer Board on or around the 20th of each month that the Academy receives state school aid. Interest income earned on Academy depository accounts shall accrue to the Academy.
 - d. TAG records this cash and analyzes cash expenditures that need to be satisfied throughout the next month in accordance with

the Academy Board approved budget. TAG then recommends to the Academy Board how to best disburse the available cash against the appropriate expenditures in order to prevent any cash shortfalls prior to receiving the next state school aid payment.

- e. If there is deemed to be any cash shortfalls, TAG will project what the Academy's cash needs are, then determine when, and how much the Academy will need to borrow short-term in order to cover cash shortages throughout the course of the fiscal year. TAG will recommend to the Academy Board options to fund any cash shortfalls.
- f. TAG agrees to monitor the Academy's cash balances on a daily basis.
- g. TAG will produce on a monthly basis for the Academy Board, in a form and format acceptable to the Board, a detailed reporting of revenues and expenditures in the form of: a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances.

This information shall be presented by TAG to all Academy Board members not less than five (5) working days prior to the Academy Board meeting at which the information will be presented and discussed.

H. Accounting Standards/Annual Audit

- 1. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, accounting system requirements of the State School Aid Act of 1979, as amended, and applicable Michigan Department of Education rules.
- 2. Annual Audit. The Academy Board shall select and retain an independent auditor to conduct an annual audit of the Academy's financial matters in accordance with the Contract and applicable law. Subject to applicable law, all records in the possession or control of TAG relating to the Academy, including, but not limited to, financial records, are Academy property and shall be made available upon request to the Academy, the Authorizer Board, the Lake Superior State University Charter Schools Office and the Academy's independent auditor. Such records are subject to the provisions of the Michigan Freedom of Information Act.

3. TAG is not permitted to select, retain, evaluate or replace the independent auditor for the Academy.

I. Operational Performance Reporting. TAG shall provide the Academy with:

1. reports on Academy operations and student performance upon request, but not less frequently than four (4) times per year; and
2. other information on a periodic basis to enable the Academy Board to monitor TAG's educational performance and the efficiency of its operation of the Academy.

ARTICLE VI

PERSONNEL & TRAINING

A. Personnel Responsibility. TAG shall have the responsibility and authority to determine staffing levels consistent with the Academy Board's approved annual budget, and to select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law.

B. School Administrator. Because the accountability of TAG to the Academy is an essential foundation of this partnership, and because the responsibility of the School Administrator of the Academy is critical to its success, TAG will have the authority, consistent with state law and following prior consultation with the Academy Board, to select and supervise the School Administrator and to hold him or her accountable for the success of the Academy. The employment contract with the School Administrator, and the duties and compensation of the School Administrator shall be determined by TAG. The School Administrator and TAG, in turn, will have similar authority to select and hold accountable the teachers in the Academy.

C. Teachers. Prior to the commencement of the academic school year by the Academy, and from time to time thereafter, TAG shall, consistent with the Education Program and within the parameters of the Academy Board approved budget, determine the number of teachers, required for the operation of the Academy. TAG shall provide the Academy with such teachers, qualified in the grade levels and subjects required by the Academy. The curriculum taught by such teachers shall be the curriculum set forth in the Contract. Such teachers may, in the discretion of TAG, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis such teachers may also work at other schools operated by TAG. Each teacher assigned to or retained by the Academy shall hold a valid teaching certificate issued by the State Board of Education as required under the Code.

D. Support Staff. Prior to the commencement of each school year by the Academy, and from time to time thereafter, TAG shall, consistent with the Education Program and within the parameters of the Academy Board approved budget, determine the number and functions of support staff required for the operation of the Academy. TAG shall provide the Academy with such support staff qualified in the areas as required by the Academy. Such support staff may, in the discretion of TAG work at the Academy on a

full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by the TAG.

E. Employer of Personnel. The parties agree that the School Administrator, Secretary and the teachers are employees of TAG, but TAG reserves the right to revisit such determination from time to time through discussion with the Academy Board and within the parameters of the Academy Board approved budget. The Academy shall reimburse TAG for the compensation paid by TAG to employees of TAG who perform services on behalf of the Academy, or, at TAG's request, the Academy shall transfer funds to TAG in advance of TAG's payment of employee compensation so as to avoid the need for reimbursement. In each case where TAG opts for an advance transfer from the Academy, TAG's management shall approve the relevant payroll expenditure before such transfer and shall provide a copy of the approval to the Academy Board. For purposes of this Agreement, compensation shall include salary, fringe benefits, worker's compensation, unemployment compensation, liability insurance, and state and federal tax withholdings. Compensation of Academy employees, if any, shall be paid by the Academy.

F. Training. TAG shall provide training in its methods, curriculum, program, and technology, to all teaching personnel, on a regular and continuous basis. Non-instructional personnel shall receive such training as TAG determines as reasonable and necessary under the circumstances.

G. No Non-Compete Restrictions. No member of the staff assigned by TAG to work at the Academy shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with TAG for services at the Academy.

H. Transparency Requirements. TAG shall make the following information available to the Academy:

1. On an annual basis, TAG agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement; and
2. Any other information required by law or by the Contract to be disclosed.

ARTICLE VII
ADDITIONAL PROGRAMS

Additional Programs. The services provided by TAG to the Academy under this Agreement consist of the Educational Program during the school year and school day, and for the age and grade level of students as set forth in the Contract. TAG and the Academy may decide to provide additional programs, including but not limited to summer school. Any revenues collected from such programs will go directly to the Academy and shall be part of the Gross Revenues of the Academy.

ARTICLE VIII
TERMINATION OF AGREEMENT

A. Termination by the Academy. The Academy may terminate this Agreement with cause prior to the end of the term specified in Article II in the event that TAG should fail to remedy a material breach within a period reasonable under the circumstances, but not less than sixty (60) days after notice from the Academy. Material breach may include, but is not limited to failure to account for its expenditures or to pay operating costs (provided funds are available to do so). Upon such termination, TAG shall have the option to reclaim any usable property or equipment that has been purchased with TAG funds. Equipment purchased by the Academy, or purchased by TAG on behalf of the Academy with Academy funding, shall remain exclusively the property of the Academy and shall be returned by TAG to the Academy at the end of this Agreement.

B. Termination by TAG. TAG may terminate this Agreement with cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, but not less than sixty (60) days after notice from TAG. A material breach may include, but is not limited to, failure to make payments to TAG as required by this Agreement, and failure to adhere to reasonable personnel, curriculum, program or similar recommendations of TAG. In addition, in the event that the Contract between the Academy and the Authorizer Board is terminated or not continued or the funding of the Academy by the State of Michigan, consistent with the existing funding provisions of the Code for public school academies ceases or is materially modified, then TAG may elect to terminate this Agreement. Equipment, materials and supplies purchased by the Academy, or purchased by TAG on behalf of the Academy with Academy funding, shall remain the property of the Academy, subject, however, to any rights of TAG under Article IX of this Agreement regarding the ownership of proprietary information as between the Academy and TAG.

C. Change in Law. If a change in applicable law or if a subsequent court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 90 days after the notice, the party requiring the renegotiation may terminate this Agreement on 120 days' further written notice.

D. Effective Date of Termination. Termination of this Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another ESP (or self-management) is in effect; or (ii) the end of the current

school year in which the termination is invoked. A change in ESP (or a decision to self-manage) in mid school year is strongly discouraged and will be disapproved by the Lake Superior State University Charter School Office absent compelling circumstances and a clear demonstration that the new ESP (or transition to self-management) can seamlessly assume management and operations of the school without disrupting the school's operations. Notwithstanding anything contained herein to the contrary, TAG shall be entitled to the Annual Management Fee for the academic year of termination, provided that if the effective date of termination occurs other than at the end of such academic year, the Annual Management Fee shall be prorated on a per diem basis, determined by projecting (using the best available information) the Gross Revenues of the Academy for the remainder of that academic year.

E. Expiration. Upon expiration of this Agreement at the completion of the contract term and where there is no renewal, TAG shall have the right to reclaim any usable property or equipment (e.g., including but not limited to desks, computers, copying machines, fax machines, telephones) that was purchased for the Academy by TAG at TAG's cost or expense. Equipment, materials and supplies purchased by the Academy, or purchased by TAG on behalf of the Academy with Academy funding, shall remain the property of the Academy. Fixtures and building alterations shall become the property of the Academy.

F. Transition. In the event of termination or expiration of this Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, TAG shall without charge: (i) close the books on the then-current fiscal year; (ii) organize and prepare the Academy's records for transition to any new Educational Service Provider, or to the Academy itself if the Academy undertakes self-management or dissolution; (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding, if any, owed by the Academy to TAG); (v) provide the amount (if any) owed by TAG to the Academy; (vi) organize and prepare student records for transition to the new Educational Service Provider, or to the Academy itself if the Academy undertakes self-management, or in the case of a school closure to a student's new school as designated by the student's parent/legal guardian, or to a person or entity authorized to hold such records; (vii) ensure the closeouts of existing grants and the transfer of grant funded property to the Academy, if applicable; and (viii) provide for the orderly transition of employee compensation and benefits to the new Educational Service Provider, or to the Academy itself if the Academy undertakes to manage itself, without disruption to staffing, or in the case of school closure, provide for final payment of all employee compensation, benefit and tax obligations related to services provided by TAG to the Academy.

G. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this

Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and TAG shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

ARTICLE IX

PROPRIETARY INFORMATION

A. To the extent permitted by law, and except as limited below in this Article IX-A, the Academy agrees that TAG shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by TAG, its employees, agents or subcontractors, or by any individual working for or supervised by TAG, which is developed during working hours or during time for which the individual is being paid. TAG shall have the sole and exclusive right to license such materials for use by other school districts, public school academies, private schools or customers or to modify and/or sell material to other schools and customers. During the term of this Agreement, TAG may disclose such proprietary information, including that which is currently in existence as well as that which may be created in the future. The Academy shall treat all such proprietary information as though it were a trade secret and copyrighted, and shall use efforts as may be reasonably requested by TAG to assure that no Academy personnel or agent disclose, publish, copy, transmit, modify, alter or utilize such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for implementation of this Agreement. Notwithstanding the foregoing, TAG recognizes that TAG educational materials and teaching techniques used by the Academy are subject to disclosure to the extent required by the Code and the Freedom of Information Act. Upon expiration of this Agreement, the Academy, however, may continue to use proprietary information developed on behalf of the Academy in the implementation of its ongoing educational program. The Academy owns all copyright and other proprietary rights to all instructional materials, training materials, curricula and lesson plans, and to any other materials, provided that the foregoing are either (1) both directly developed and directly paid for by the Academy, or (2) developed by TAG at the direction of the Academy Board with Academy funds specifically dedicated for the specific purpose of developing curriculum or educational materials. The Academy shall not own proprietary rights to such materials if they are developed by TAG using funds received from the Academy that are not specifically dedicated to the purpose of developing curriculum or educational materials.

B. Required Disclosure. The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to the Authorizer Board 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, notwithstanding anything contained in this Article IX to the contrary.

ARTICLE X

INDEMNIFICATION

A. Indemnification of TAG. To the extent permitted by law, the Academy shall indemnify and save and hold TAG and all of its employees, officers, directors, subcontractors and agents (collectively, "employees") harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any claim that this Agreement or any part thereof is in violation of law; any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse TAG for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to TAG.

B. Indemnification of Lake Superior State University. The parties acknowledge and agree that the Lake Superior State University Board of Regents, Lake Superior State University and its members, officers, employees, agents or representatives (collectively, for purposes of this Article X.B., "the University") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, TAG hereby promises to indemnify, defend, and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by the University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with Lake Superior State University Board of Regents' approval of the Academy's application,

C. Lake Superior State University Board of Regents' consideration of or issuance of a Contract, TAG's preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by TAG, or which arise out of the failure of the TAG to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Lake Superior State University Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against TAG to enforce its rights as set forth in this Agreement..

B. Indemnification for Negligence. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other and their respective boards of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party, or the negligence of the other party's trustees directors, officers, employees, agents or representatives.

C. Indemnification of the Academy. TAG shall indemnify and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents (collectively, employees) harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any noncompliance by TAG with any agreements, covenants, warranties or undertakings of TAG contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of TAG contained in or made pursuant to this Agreement. In addition, TAG shall reimburse the Academy for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

**ARTICLE XI
INSURANCE**

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

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

	NOTE: If Academy is leasing employees from ESP and does not have payroll, Academy must carry Payroll, "if any" Employers' Liability.
	Academy must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	Academy must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If Academy has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	Academy must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
Property	Limits to cover replacement for Academy's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

Insurance carrier(s) must have an AM Best Rating of "A - VII" or better.

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

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

The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while

attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

As required by the Contract, TAG must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Contract. TAG agrees to procure the following insurance coverages::

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	Academy must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original University-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	Academy must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident
	Academy must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	NOTE: If Academy is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.
	Academy must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	Academy must be included as First Named Insured

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

Insurance carrier(s) must have an AM Best Rating of "A - VII" or better. TAG's cost of procuring insurance coverage is a corporate cost to be paid by TAG.

The University's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in the Contract, 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.

ARTICLE XII
WARRANTIES AND REPRESENTATIONS

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

ARTICLE XIII
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, the arbitration panel shall consist of three persons, including one person selected by the Academy Board, one person selected by TAG and one person selected by the two arbitrators selected by the parties. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with

such variations as the parties and arbitrator unanimously accept. The arbitration panel, or the sole arbitrator selected in lieu of a panel, shall issue a cause opinion explaining the final decision in writing. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. Any cause opinion shall be provided to the Authorizer Board or its designee upon request.

ARTICLE XIV
CONFIDENTIALITY AND DATA SECURITY

A. **Commitment to Preserve.** TAG agrees that it shall observe the policies and directives of the Academy to preserve the confidentiality of Covered Data and Information (defined below) to the extent that TAG, its officers, directors, employees or designated agents are permitted to access Covered Data and Information in the course of performing services under this Agreement.

B. **Covered Data and Information (CDI).** CDI includes paper and electronic student education and/or medical record information supplied by the Academy and/or its students or parents/guardians to TAG and includes, without limitation, "education records" and "education record information" as defined under FERPA and IDEA; "protected health information" as defined under HIPAA, "relevant records" as defined under Section 504 under IDEA; and social security numbers. CDI also includes any new records created and maintained by TAG under this Agreement using CDI.

C. **Acknowledgement of Access to CDI.** TAG acknowledges that this Agreement allows TAG (its employees and agents) access to CDI, which the Academy may have the ultimate legal responsibility to maintain in a confidential and secure fashion. Accordingly, TAG (its employees and agents) shall provide the Academy with control over the CDI sufficient to satisfy all applicable legal and regulatory standards. In any event, TAG (its employees and agents) shall at all times make CDI available to the Academy within a reasonable time of receiving a request for same.

D. **Prohibition on Unauthorized Use or Disclosure of CDI.** TAG (its employees and agents) agrees to hold CDI in strict confidence. TAG (its employees and agents) shall not use or disclose CDI received from or on behalf of the Academy except as permitted or required by this Agreement, as required or authorized by law, or as otherwise authorized in writing by the Academy, a parent/guardian, or eligible student. TAG agrees that it will protect the CDI it receives from or on behalf of the Academy according to commercially acceptable standards and no less rigorously than it protects its own confidential information. TAG shall ensure that any employee or agent, including a subcontractor or Business Associate (as defined in HIPAA), to whom it provides CDI under this Agreement, understands and agrees to the same restrictions and conditions pertaining to use and disclosure of CDI that apply to TAG under this Agreement.

E. **Return or Destruction of CDI.** Upon termination or other conclusion of this Agreement, TAG (its employees and agents) shall return all CDI to the Academy.

F. **Maintenance of the Security of Electronic Information.** TAG (its employees and agents) shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of the Academy or its students. These measures will be extended by contract to all agents, including subcontractors or Business Associates, used by TAG.

G. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information.** TAG, within two (2) business days of discovery, shall report to the Academy any use or disclosure of CDI not authorized by this Agreement or by the Academy in writing. TAG's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what TAG has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action TAG has taken or shall take to prevent future similar unauthorized use or disclosure. TAG shall provide such other information, including a written report, as reasonably requested by the Academy.

H. **Remedies.**

1. **Notice and Opportunity to Cure.** If the Academy reasonably determines in good faith that TAG has materially breached any of its obligations under the data security provisions of this Agreement, the Academy, in its sole discretion, shall have the right to require TAG to submit to a plan of monitoring and reporting; provide TAG with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the Academy shall provide written notice to TAG describing the violation and the action it intends to take.

2. **Statutory/Regulatory Penalties.** In addition, the parties understand and agree that TAG is subject to any penalties for unauthorized disclosures or misuse of CDI that are or may be imposed, from time to time, under applicable law including, without limitation, that TAG may be prohibited by law from accessing CDI for defined periods of time following any unauthorized disclosure or misuse of CDI, which shall constitute a material breach of this Agreement.

I. **Amendment for Compliance.** If the Academy believes in good faith that any data security provision of the Agreement fails to comply with applicable laws or regulations, the Academy shall notify TAG in writing. Within thirty (30) business days of receipt of such notice by TAG, the parties shall address in good faith the expressed concern(s) and shall amend the terms of this Agreement, if the Academy deems an amendment necessary to bring the Agreement into compliance with applicable laws and regulations. If after such thirty (30) business day period this Agreement remains non-compliant with applicable laws or regulations with

respect to the concern(s) raised under this Section, the Academy shall have the right to immediately terminate this Agreement upon written notice to TAG.

ARTICLE XV
MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and TAG on the subject matter hereof.

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war or act of God.

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

If to TAG: Technical Academy Group, L.L.C.
 39752 Rockcrest Circle
 Northville, MI 48168

Attention: Barry T. Hawthorne

If to Academy: Steven Borich, President
 Advance Technology Academy
 4801 Oakman
 Dearborn, MI 48126

D. 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.

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

F. Entire Agreement; Amendments. This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Contract and the Authorizer Board's educational service provider policies.

G. Non-Waiver. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this

Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Assignment. TAG may not assign this Agreement without the prior written consent of the Academy Board.

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

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to TAG any powers or authority of the Board which are not subject to delegation by the Board under the Contract or applicable law. Nothing in this Agreement shall interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

K. Compliance with Academy's Contract. TAG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract issued by Authorizer Board. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

L. Compliance with Section 12.17 of Contract Terms and Conditions; Records. TAG shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions. Except as permitted under the Contract and applicable law, no provision of this Agreement shall be interpreted to restrict the Authorizer Board's, the Lake Superior State University Charter School Office's or the public's access to the Academy's records. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities.

M. No Waiver of Governmental Immunity. Nothing in this Agreement shall restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waiver or not waive its governmental immunity.

N. Other Party Agreements. If the Academy enters into a lease, promissory note or other negotiable instrument, or enters into a lease-purchase agreement or other financing relationship with TAG, such agreement(s) shall be separately documented and approved by the Academy Board, and shall not be part of or incorporated into this Agreement. All such agreements must comply with the Contract, as well as any applicable Authorizer Board or its designee policies and guidelines.

O. Chief Administrative Officer. The Chief Administrative Officer for the Academy shall be a member of the Academy Board and not an officer or employee of TAG. The Academy Board may designate an officer or employee of TAG to assist the Chief Administrative Officer in their responsibilities.

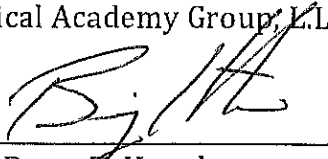
P. Compliance with MCL 380.1136. Except as permitted under the Code, TAG shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy students' educational records. TAG shall not sell or otherwise provide the personally identifiable information to any other person except as permitted under the Code. For purposes of this Section, the terms "educational records" and "personally identifiable information" shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136.

Q. Bankruptcy Notification. TAG shall notify the Academy Board if any principal or officer of the ESP, or the ESP (including any related organizations or organizations in which a principal or officer of the ESP served as a principal or officer) as a corporate entity, files for bankruptcy protection or, at the time this Agreement is executed, has filed for bankruptcy protection within the last five (5) years.

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

Technical Academy Group, L.L.C.

By: _____



Barry T. Hawthorne,
President

Date: _____

4-27-22

Advanced Technology Academy

By: _____


Steven Borich,
Chair Board of Directors

Date: _____

4-27-22

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See, MCL 380.502(3)(j); 380.503(5)(d).

2. The address and a description of the proposed physical plant (the “Proposed Site”) of Advanced Technology Academy (“Academy”) is as follows:

Address: 4801 Oakman Blvd.
Dearborn, MI 48126

Description: The Advanced Technology Academy academic building, located at 4801 Oakman Blvd, Dearborn MI, is a one and two-story steel frame building with a partial basement, located on a parcel comprising 12.5 acres of land. Building contains 63,113 sq. ft. of first floor area and 49,620 sq. ft. of second floor area, comprising mostly classrooms and offices with auxiliary space. Combined first and second floor area is 112,733 sq.ft. Partial basement, which includes classrooms, cafeteria, and mechanical rooms, contains 14,195 sq.ft. The original wing of the building was constructed in 1954. Original one-story section of library was built in 1974 and includes a 1986 addition. Academic building has major two- and one-story additions in 1994 and 1997. Majority of building has been built or remodeled since 1994. A fieldhouse was added to the campus in 2011, comprising approximately 9,620 square feet.

The Advanced Technology Academy district office building is located directly across from the academic building at 4800 Oakman Blvd. Said building is a one-story building containing approximately 15,000 sq. ft. of area used for offices and four preschool classrooms. The district office building was built in the 1950s and has been remodeled recently. It is located on a parcel of land comprising approximately 3 acres.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through twelfth grade.

Name of School District and Intermediate School District:

Local: Dearborn Public Schools

ISD: Wayne RESA

3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.

- A. Size of building
- B. Floor Plan
- C. Description of Rooms

D. Copy of lease or purchase agreement

4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facility. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at 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.



KEYNOTES FOR THIS SHEET:

1. NEW 4" THICK CONCRETE WALL WITH 40# REBAR @ 16" O.C. WITH 1" MIN. 1/2" OF 40# REBAR IN PLACE COMPACTED GRANULAR FILL. REFER TO WALL SECTION AT NEW ELEVATION FOR APPLICABLE DETAIL.
2. LINE OF EXISTING CONCRETE WALL.

ISSUE DATE
1/26/14 OWNER REVIEW
3/31/14 OWNER REVIEW



PROJECT
ADVANCED TECHNOLOGY ACADEMY
MIDDLE CENTER BARRINGTON
4657 CHAMPAIGN BOULEVARD
DEARBORN, MICHIGAN 48124

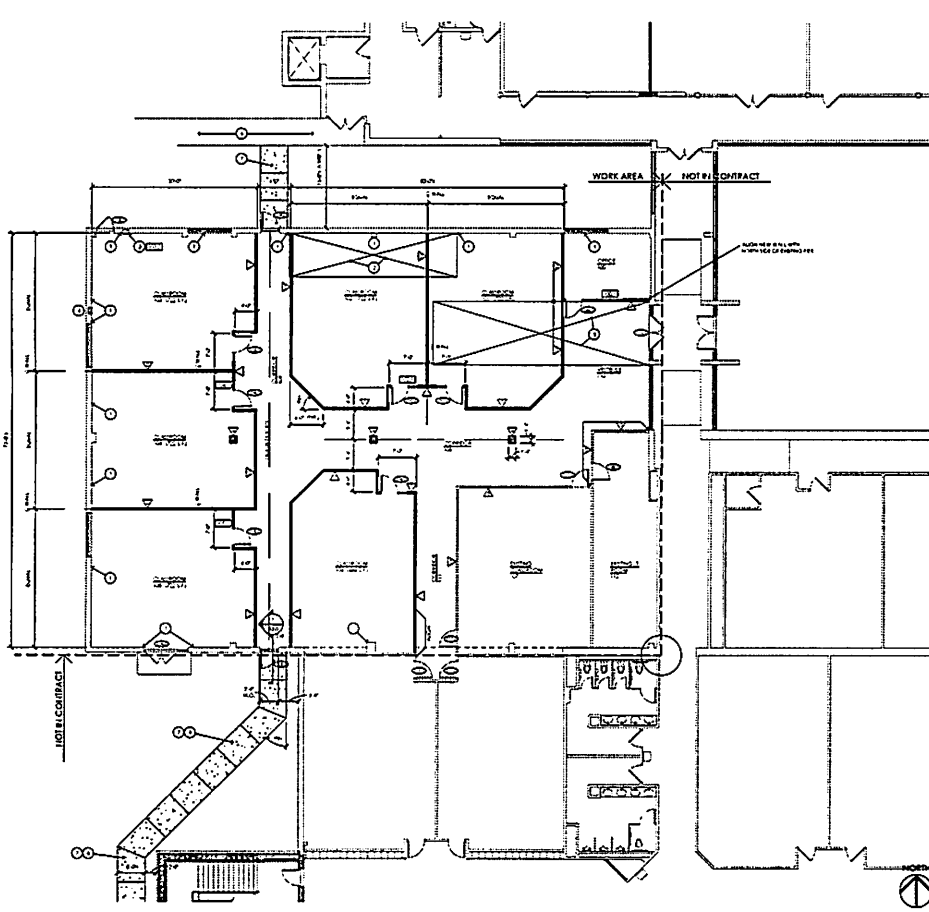
PROJECT NUMBER
13.076

SHEET NAME
LIFE SAFETY/
COMPOSITE FLOOR PLAN

SHEET NUMBER
A1.0

NORTH
LIFE SAFETY/
COMPOSITE FLOOR PLAN
1/16" = 1'-0"





- KEYNOTES FOR THIS SHEET:**
1. FINISH PARTS SHALL BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED.
 2. CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% STEEL FIBERS.
 3. ALL WALLS SHALL BE 8" THICK UNLESS OTHERWISE NOTED.
 4. ALL FLOORING SHALL BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED.
 5. ALL CEILING SHALL BE 8" THICK UNLESS OTHERWISE NOTED.
 6. ALL PARTS SHALL BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED.
 7. ALL PARTS SHALL BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED.
 8. ALL PARTS SHALL BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED.

- WALL LEGEND:**
- ▲ 8" THICK CONCRETE WALL WITH 4% STEEL FIBERS
 - ▲ 8" THICK CONCRETE WALL WITH 4% STEEL FIBERS AND 2" INSULATION
 - ▲ 8" THICK CONCRETE WALL WITH 4% STEEL FIBERS AND 2" INSULATION AND 1" Gypsum Board
 - ▲ 8" THICK CONCRETE WALL WITH 4% STEEL FIBERS AND 2" INSULATION AND 1" Gypsum Board AND 1" Acoustic Ceiling

FLOOR PLAN - NEW WORK
 1/8" = 1'-0"
 DATE: 10/15/2013
 DRAWN BY: [Name]
 CHECKED BY: [Name]



PROJECT:
 ADVANCED TECHNOLOGY ACADEMY
 1200 CENTER STREET, SUITE 100
 CHICAGO, IL 60606

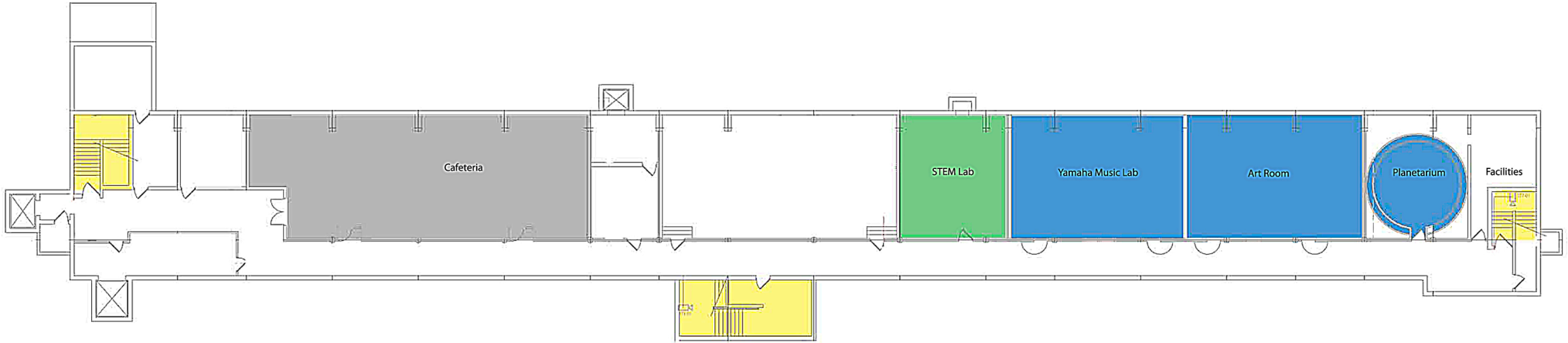
PROJECT NUMBER:
 13.076

SHEET NAME:
 FLOOR PLAN - NEW WORK

SHEET NUMBER:
 A1.2

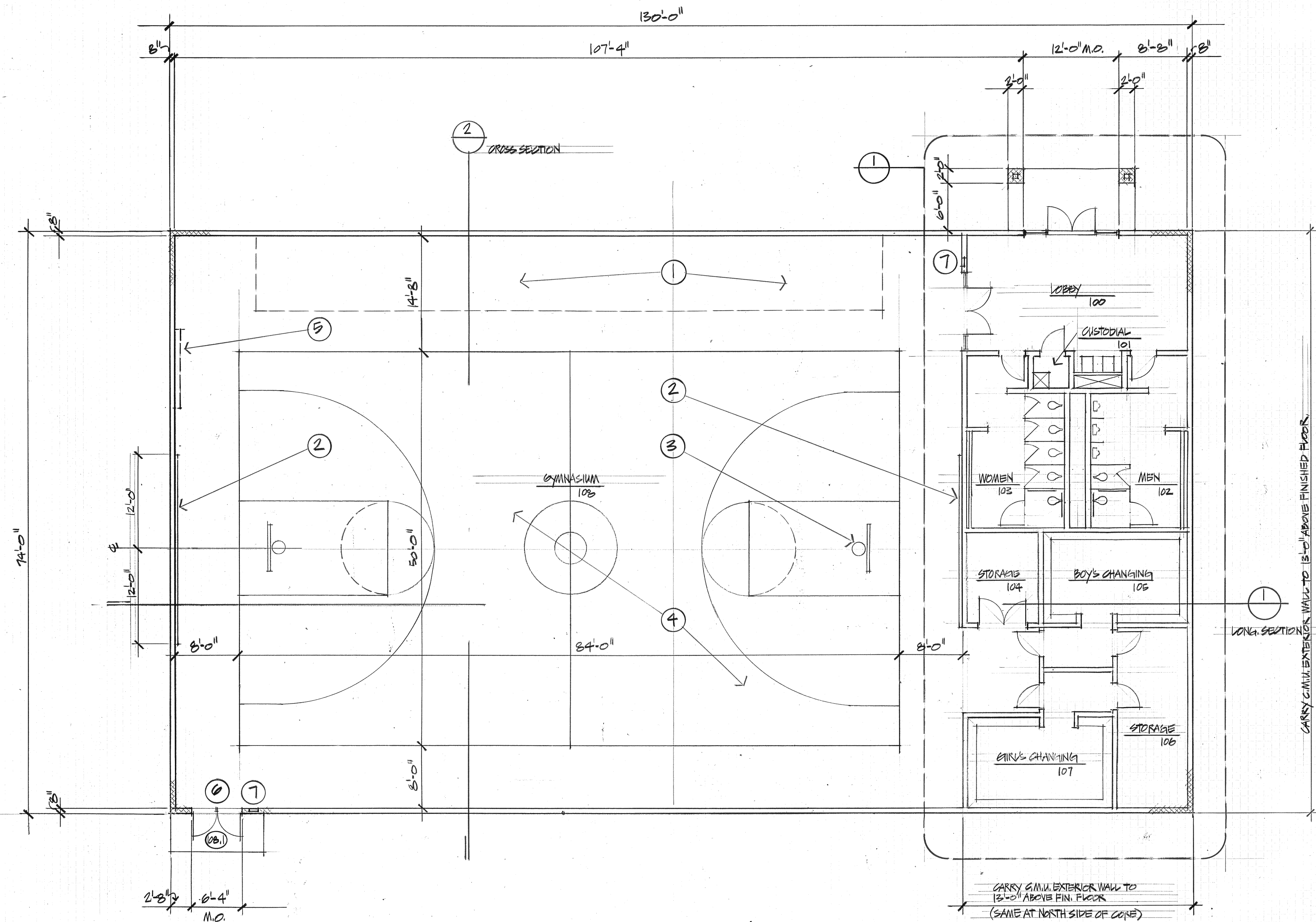






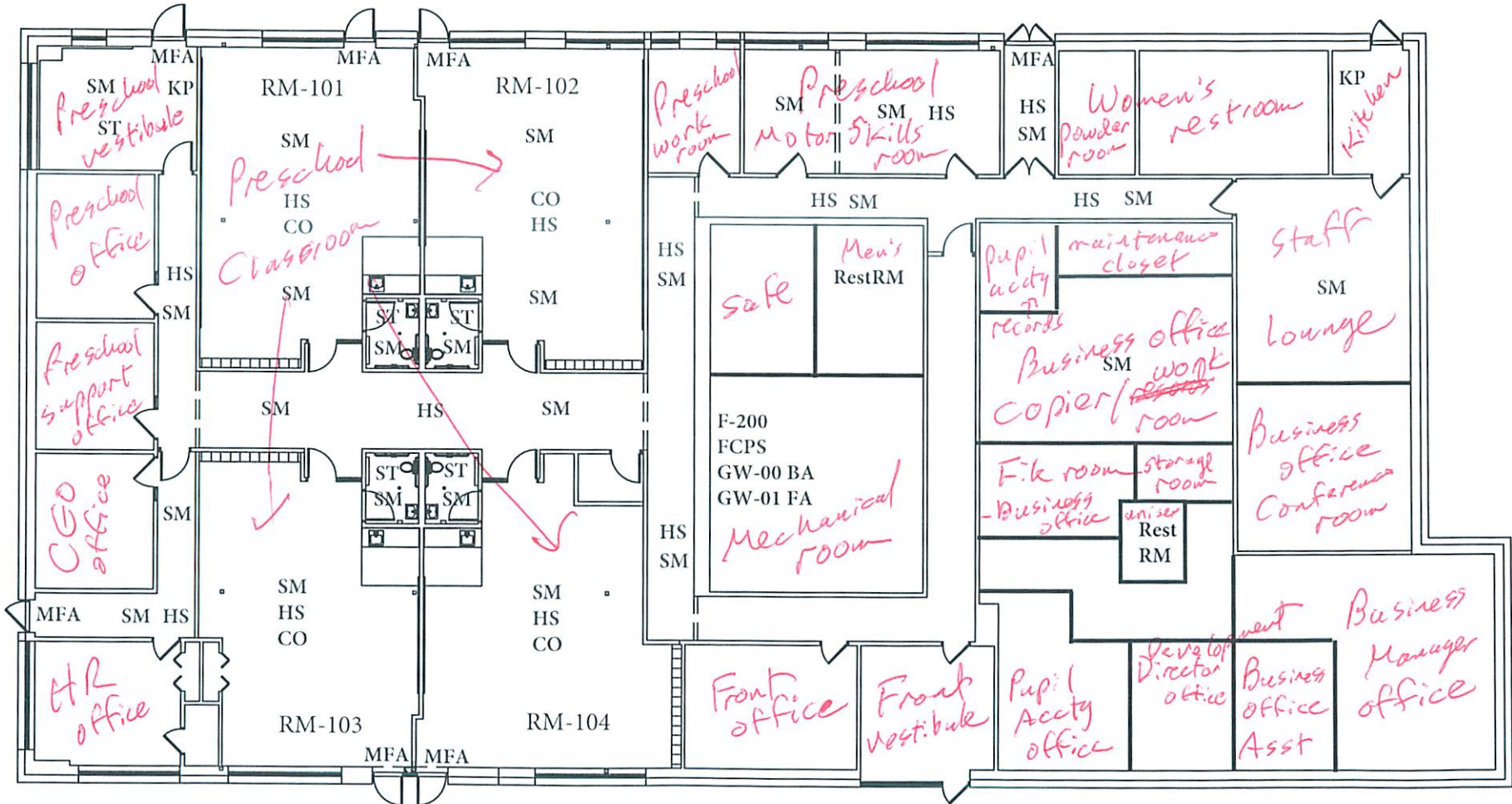
KEYNOTES FOR THIS SHEET:

- 1 MANUALLY OPERATED BLEACHERS.
- 2 VINYL COVERED PROTECTIVE WALL PADS.
- 3 ELECTRONICALLY OPERATED BASKETBALL GOALS.
- 4 5 INCH CONCRETE FLOOR SLAB W/ W.W.F. 6 X 6, W1.4 X W1.4 IN TOP 1/3 OF SLAB ON 6 MIL. VAPOR RETARDER ON MIN. 6 INCHES COMPACTED GRANULAR FILL.
- 5 WALL MOUNTED ELECTRONIC SCOREBOARD. SCOREBOARD CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUPPORTS FOR MOUNTING.
- 6 ALUMINUM THRESHOLD.
- 7 RECESSED FIRE EXTINGUISHER CABINET AND FIRE EXTINGUISHER.



FLOOR PLAN
 1/8" = 1'-0"

SM- Smoke Detector
 HS- Horn Strobe
 CO-Carbon Monoxide
 ST-Strobe
 MFA-Manual Pull



CERTIFICATE OF USE AND OCCUPANCY
PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG20-00904

4801 OAKMAN BLVD

DEARBORN, MI 48126

COUNTY: WAYNE

The above named building of Use Group E, Education and Construction Type 1B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 05/14/2021

P.A. 327 OF 1968
AFFIDAVIT FILED

Bernard J. Youngblood
Wayne County Register of Deeds

June 24, 2008 02:59 PM

Liber 47312 Page 1333-1337

#208243931 MD FEE: \$27.00



WARRANTY DEED

MICHIGAN EXPRESS - WILL PICKUP

The Grantor, DAVENPORT UNIVERSITY, a Michigan non-profit corporation, whose address is 415 East Fulton, Grand Rapids, Michigan 49503, conveys and warrants to the Grantee, ADVANCED TECHNOLOGY ACADEMY, a Michigan non-profit corporation, whose address is 7265 Calhoun, Dearborn, Michigan 48126, the following described premises situated in the City of Dearborn, County of Wayne and State of Michigan:

See the attached Exhibit A (the "Property");

for the sum of One Dollar (\$1.00) and other consideration (Real Estate Transfer Valuation Affidavit filed herewith);

subject to: (a) the matters described on the attached Exhibit B; (b) the encroachments and matters depicted on the ALTA/ACSM Land Title Survey prepared by Spalding DeDecker Associates, Inc. dated June 14, 2007; and (c) the following restriction: Notwithstanding anything contained herein to the contrary, the Property shall not be used, for a period of two (2) years from the date of execution of this Warranty Deed (the "Restricted Use Period"), for college or university purposes without Grantor's prior written consent, which consent may be withheld in Grantor's sole and absolute discretion; provided, however, it is agreed to by Grantor, that during the Restricted Use Period, the Grantee may, without being in violation of the restriction, offer university or college programs to its students.

The Grantor grants to the Grantee the right to make all of the divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated this 19th day of June, 2008.

DAVENPORT UNIVERSITY, a Michigan non-profit corporation


By: Michael Volk
Michael Volk, Executive Vice President and Chief Financial Officer

5

NCS-293570-EM

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

The foregoing document was acknowledged before me this 18th day of June, 2008, by Michael Volk, the Executive Vice President and Chief Financial Officer of Davenport University, a Michigan non-profit corporation, on behalf of the corporation.


* Eileen M. Melman
Washburn
Notary Public, ~~Oakland~~ ^{Washburn} County, Michigan
My Commission Expires: 01-12-2014
Acting in Oakland County

When Recorded
~~Return To:~~

Scott K. Lites, Esq.
38505 Woodward Ave.
Suite 2000
Bloomfield Hills, MI 48304

Send Subsequent Tax
Bills To:

Advanced Technology Academy
7265 Calhoun
Dearborn, MI 48126

Drafted By:

Jonathan W. Anderson
Varnum, Riddering,
Schmidt & Howlett, LLP
P. O. Box 352
Grand Rapids, MI 49501-0352

EXHIBIT A

Real property in the City of Dearborn, County of Wayne, State of Michigan, described as follows:

PARCEL 1:

A parcel of land located in and being a part of the West 1/2 of fractional Section 17, Town 2 South, Range 11 East, City of Dearborn, Wayne County, Michigan and more particularly described as follows: Commencing at the center post of said Section 17; thence South 88°02'33" West 95.26 feet along the East/West 1/4 line, as called out on Dearborn Miller Industrial Park Subdivision No. 1 (Liber 86, page 72 of Plat, Wayne County Records) to the Westerly line of Miller Road, also being the point of beginning for the following described parcel; thence South 26°01'46" East 61.58 feet along said Westerly line; thence South 29°51'24" West 186.62 feet along the Northwesterly line of Prospect Avenue; thence South 88°02'33" West 404.16 feet along the northerly line of Lot 15 of said subdivision; thence South 29°51'24" West 452.34 feet to a point on the Northerly line of Osborn Avenue extended; thence South 87°40'38" West 120.00 feet along said North line of Osborn Avenue; thence North 01°54'27" West 430.00 feet; thence South 88°26'23" West 114.55 feet; thence North 01°54'27" West 342.56 feet; thence North 88°26'23" East 327.68 feet; thence North 01°54'27" West 295.26 feet; thence North 68°30'38" East 131.46 feet to the Westerly line of Oakman Blvd., as called for on City of Dearborn Engineering Plans; thence South 49°37'22" East 615.83 feet along said Westerly line of Oakman Blvd to its intersection with the Westerly line of Miller Road; thence South 26°01'46" East 104.70 feet along said Westerly line of Miller Road to the point of beginning.

PARCEL 2:

Part of the Northwest 1/4 of fractional Section 17, Town 2 South, Range 11 East, beginning at a point on the Easterly line of Oakman Blvd., point being South 47°42'15" East 169.96 feet from the intersection of southerly line of Michigan Avenue and Easterly line of Oakman Blvd., (each 120 feet wide); thence North 72°10' East 441.5 feet; thence South 04°14'45" East 50 feet; thence South 0°01'30" East 472.21 feet along the West line of Miller Road (120 feet wide); thence North 47°42'15" West 573.55 feet along the Easterly line of Oakman Blvd., to the point of beginning.

LEGAL DESCRIPTION AS FIELD-SURVEYED BY SPALDING DEDECKER ASSOCIATES, INC. MAY, 2007:

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 17, T. 2S., R. 11E., CITY OF DEARBORN, WAYNE COUNTY, MICHIGAN, IS DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER POST OF SAID SECTION 17, THENCE ALONG THE EAST-WEST 1/4 SECTION LINE (AS MONUMENTED), S88°25'13"W 95.54 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MILLER ROAD AND THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE OF MILLER ROAD, S26°01'46"E 62.27 FEET; (RECORDED AS 61.58 FEET) THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PROSPECT AVENUE (80 FEET WIDE), S29°51'24"W 186.62 FEET; THENCE ALONG THE NORTHERLY LINE OF LOT 15 OF "DEARBORN MILLER INDUSTRIAL PARK SUBDIVISION NO.1" (AS RECORDED IN L. 86 OF PLATS, P. 72, OF WAYNE COUNTY RECORDS) AND AN EXTENSION THEREOF, S88°02'33"W 404.16 FEET; THENCE S29°51'24"W 452.34 FEET TO A POINT ON THE

NORTHERLY LINE OF OSBORN AVENUE EXTENDED; THENCE ALONG SAID NORTHERLY LINE S87°40'38"W 120.00 FEET; THENCE N01°54'27"W 430.00 FEET; THENCE S88°26'23"W 114.55 FEET; THENCE N01°54'27"W 342.56 FEET; THENCE N88°26'23"E 327.68 FEET; THENCE N01°54'27"W 295.86 FEET; THENCE ALONG A LINE PARALLEL TO AND 200 FEET SOUTHEASTERLY FROM THE CENTERLINE OF MICHIGAN AVENUE (AS MONUMENTED) N68°26'06"E 131.40 FEET (RECORDED AS N68°30'38"E 131.46 FEET) TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OAKMAN BLVD (120 FEET WIDE); THENCE ALONG SAID SOUTHWESTERLY LINE OF OAKMAN BLVD, S49°34'22"E 616.55 FEET (RECORDED AS S49°37'22"E 615.83 FEET) TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF MILLER ROAD; THENCE ALONG SAID WESTERLY LINE MILLER ROAD, S26°01'46"E 103.86 FEET (RECORDED AS 104.70 FEET) TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTION 17, T. 2S., R. 11E., CITY OF DEARBORN, WAYNE COUNTY, MICHIGAN, IS DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER POST OF SAID SECTION 17, THENCE ALONG THE NORTH-SOUTH 1/4 SECTION LINE AS MONUMENTED (ALSO BEING THE CENTERLINE OF MILLER ROAD WEST 1/2 BEING 33 FEET WIDE), N01°53'37"W 161.98 FEET; THENCE S88°06'23"W 33.00 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF MILLER ROAD AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OAKMAN BLVD (120 FEET WIDE) AND THE POINT OF BEGINNING; THENCE ALONG THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF OAKMAN BLVD., N49°34'22"W (RECORDED AS N47°42'15"W) 573.55 FEET TO A POINT LOCATED S49°34'22"E 170.50 FEET (RECORDED AS S47°42'15"E 169.96 FEET) FROM THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OAKMAN BLVD. AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MICHIGAN AVENUE; THENCE N70°11'25"E 441.82 FEET (RECORDED AS N72°10'E 441.50 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MILLER ROAD THE FOLLOWING 2 COURSES: (1) S06°06'52"E (RECORDED AS S04°14'45"E) 50.00 FEET AND (2) S01°53'37"E (RECORDED AS S00°01'30"E) 472.21 FEET TO THE POINT OF BEGINNING.

Parcel Nos. 82-10-173-08-035 and 82-10-171-022-002

Common address: 4801 and 4800 Oakman Boulevard, Dearborn, MI

EXHIBIT B

1. Subject to an Easement Agreement between Detroit College of Business, a Michigan non-profit corporation and Dearborn Public Schools, a Michigan school district, as recorded August 9, 1993 in Liber 26724, page 941. (for ingress and egress) (as to Parcel 1)
2. Subject to an existing water main easement as described in document recorded in Liber 19813, page 526. (as to Parcel 1)
3. Subject to an existing sewer line as described in document recorded in Liber 19813, page 526. (as to Parcel 1)
4. Subject to an existing gas main as described in document recorded in Liber 19813, page 526. (as to Parcel 1)
5. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
6. Subject to a Memorandum of Lease between Davenport University, a Michigan non-profit corporation (landlord) and PJJ Enterprises, LLC, a Michigan limited liability company, (tenant) as recorded July 18, 2007 in Liber 46493, page 776. (as to Parcels 1 and 2)
7. The survey prepared by Spaulding DeDecker Associates, Inc. being Job No. SM07-045 dated 6-7-07, last revised 6-10-08, discloses the following encroachments:
 - (a) concrete, concrete curbs and vacuums from the adjoining land to the North onto Parcel 1
 - (b) parking lot from the adjoining land on the South onto Parcel 1

CONTRACT SCHEDULE 7
REQUIRED INFORMATION FOR
PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

Required Information for Public School Academy. This Schedule contains information required by Part 6A of the Revised School Code (“Code”). The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goals. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

SECTION A

GOVERNANCE STRUCTURE

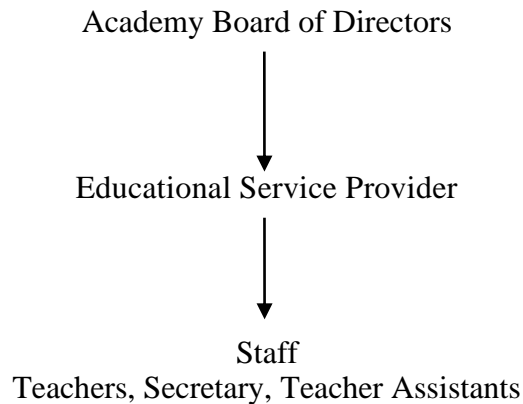
Schedule 7a

Governance Structure

The University Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of its contract and the applicable laws. The Bylaws further describe the Academy Board's governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The University Board establishes the initial number of board members to be five (5). The Academy Board shall have at least five, but no more than 9 members, as determined by the University Board. The University Board shall select the members of the Academy Board according to the terms and conditions set forth by the University Board. The names of the initial Academy Board members and their terms of office are contained in the Resolution. The selection of subsequent Academy Board members will be administered according to the Bylaws.

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal, and administrative policies for the Academy. A copy of the Academy's organizational chart is set forth below.



The Advanced Technology Academy Board of Directors currently consists of five (5) members. The Lake Superior State University Board of Trustees appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

Nominations and appointments of subsequent Academy Board members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board members are as follows:

Name	Term Expiration
Steven Borich	6/30/2025
Marquis J. Scott	6/30/2024
Kevin R. Ford	6/30/2025
Janice Gilliland	6/30/2024
Kenneth E. Williams	6/30/2023

SECTION B

EDUCATIONAL GOALS

Educational Goals

At Advanced Technology Academy, our mission is to provide students with high-quality interdisciplinary learning experiences that challenge them academically and develop students' problem-solving, critical thinking, and communication skills. By building strong local partnerships with businesses and higher education entities, Advanced Technology Academy and our Ford Next Generation Learning Framework's Business Education Advisory Council (BEAC) encourage and prepare students for success in college and professional careers in fields, such as business, engineering, health care, technology and public safety.

Pursuant to the Terms and Conditions of this Contract, the Academy shall demonstrate measurable progress toward the educational goals identified below in the table in this schedule and in accordance with applicable law. The Academy shall pursue the educational goal of preparing students for success in college, work and life. The achievement or measurable progress toward meeting these goals may constitute grounds for the University Board to continue the Contract, suspend the Contract, or revoke the Contract.

It is expected that the academy will meet the state of Michigan's accountability standards and any improvement targets required to be achieved pursuant to state and federal law. Upon request, the Academy Board shall provide the CSO with a written report, along with supporting data, assessing the Academy's progress toward achieving these goals. The Academy Board shall demonstrate improved academic achievement for all groups of pupils.

Measures for Determining Educational Goal Achievement

To measure progress in preparing all students academically for success in college, work and life, the Academy's performance will be assessed using the measures of student growth and achievement specified below. The Academy will administer the specified tests in accordance with the testing windows identified in the Academy's Master Calendar of Reporting Requirements. Student test results from the fall testing window will be used as the baseline for determining the amount of growth the Academy needs to make with students to help them reach the achievement targets.

Measure 1: Student Growth

Improved academic achievement for all groups of students in grades 2nd through 8th will be assessed using the following metrics and growth targets.

Grade(s)	Metric	Target
2 nd -8 th	The median Student Conditional Growth Percentile as measured by Measures of Academic Progress [®] by NWEA.	The median Student Conditional Growth Percentile will be at or above the 50 th percentile

Measure 2: Student Achievement

The academic achievement of all students in grades 2 through 11, who have been enrolled for three or more consecutive academic years at the Academy, will be assessed using the following metrics and achievement targets.

Grade(s)	Metric	Target
2 nd -8 th	The percentage of cohort students achieving math and reading scaled scores that meet or exceed targets based on the most current NWEA MAP [®] national norms	Cohort students ¹ will achieve scores equal to or greater than the grade-level reading and math targets identified in this schedule.
2 nd -8 th 8 th , 9 th , 10 th 11 th	The median subject scores as measured by performance on NWEA’s MAP [®] The median subject scores as measured by performance on the PSAT [®] The median subject scores as measured by performance on the SAT [®]	Cohort students will achieve subject scores greater than that of non-cohort students ²

¹Cohort students are those students who have attended an academy for three or more consecutive academic years. ²Non-cohort students are those students who have attended an academy for less than three consecutive academic years.

Measures of Academic Progress Norm Targets

Grade	Spring Reading Target	Spring Math Target
2 nd	185.87	189.42
3 rd	197.12	201.08
4 th	204.83	210.51
5 th	210.98	218.75
6 th	215.36	222.88
7 th	218.36	226.73
8 th	221.66	230.03

NOTE: The targets are based on NWEA MAP's 2020 spring targets set at the 50th percentile. These targets do not necessarily denote college and career readiness. Targets will be adjusted each time NWEA updates its norm study.

Measure 3: Student Achievement-Relative Performance and State/Federal Accountability

The academic achievement of Full Academic Year (FAY) Students will be assessed using the following metrics and achievement targets.

For Accountability purposes, the MDE defines FAY students are those who are enrolled in the school at Fall General Collection, the Spring General Collection, and at the enrollment snapshot for the given assessment.

Grade(s)	Metric	Target
3 rd -8 th , 11 th	State Assessment Michigan Student Test of Educational Progress (M-STEP) or successor test	The Academy will meet state/federal requirements
8 th , 9 th , 10 th	Pre-Scholastic Aptitude Test (PSAT) or successor test	
11 th	State Assessment Michigan Merit Exam (MME, SAT) or successor test	
All Grades	State Accountability	

Measure 4: Academy Specific Goals

Grade(s)	Metric	Target
12th	<p>All students and sub-groups of students will complete one of the following: CTE Program, and/or EMC- Associate’s Degree by graduation</p> <p>NOTE: 2022 will be baseline data</p>	<p>10% yearly increase in the number of all students and sub-groups of students</p>
12th	<p>All students and sub-groups of students will have a verified post-secondary placement (college/employment/Michigan Rehabilitation Services) by graduation</p> <p>NOTE: 2022 will be baseline data</p>	<p>10% yearly increase in the number of students and sub-groups of students</p>

Sub-groups include:

- Non-traditional students for CTE
- Male/Female
- Race/Ethnicity
- English Language Learners
- Students with Disabilities

SECTION C

EDUCATIONAL PROGRAMS

Advanced Technology Academy Description of Educational Program 2022 - 2023

Overview

Advanced Technology Academy ("Academy" or "ATA") offers an educational program that is academically rigorous and relevant. The mission of the Academy is to ensure that all students are prepared to be college and career ready upon matriculation. Since its inception in 1999, ATA designed its education program to merge the last two years of high school with (1) the first two years of college by providing students access to tuition free dual / concurrent enrolled college courses and an Early Middle College; and (2) career opportunities through Career & Technical Education (CTE) courses, work-based learning experiences, and internships.

Standards

Beginning in Kindergarten and continuing through high school, the Academy's courses focus on and integrate the following throughout the school year: the Michigan Department of Education's (MDE) Common Core State Standards, 21st Learning Skills, the International Society for Technology in Education (ISTE) standards, the Ford Partnership for Advanced Studies (PAS) modules, and the Michigan Career Development Model.

Instruction

Our instructional approaches reflect student-centered learning and include embedded differentiation and scaffolding to ensure all students are engaged and have access to grade level content. All teachers receive on-going professional development on the Academy's core instructional strategies:

Empower Student Voice

- Effective Questioning
- College & Career Readiness Content Discussions
- Choices in Assigned Readings, Assignments & Assessment Formats

Encourage Critical Thinking

- Inquiry-Based Instruction
- Performance Tasks
- Unit Projects

Establish Collaboration & Cooperation

- Small Group Instruction Utilizing Reciprocal Teaching
- Learning Stations / Literacy Circles / Centers
- Rubrics

Enhance Content Knowledge

- Graphic Organizers / Study Aids
- Interactive Notebooks
- Vocabulary Strategies
- Cornell Notes / Sketch Notes

Ensure Equity & Inclusion for All

- Differentiation / Scaffolding
- Accelerated Learning
- Culturally Relevant & Responsive Classrooms

Assessment

In order for curriculum selection and instruction to be effective, decisions must be made utilizing data on student achievement. The Academy provides a Balanced Assessment system throughout the year to address daily instructional shifts and curriculum effectiveness. Student

achievement data, along with Curriculum Unit Reviews, are also used to monitor teacher effectiveness and inform professional development needs.

- NWEA Fall, Winter & Spring for Grades K - 10th in reading, language, mathematics and science
- MSTEP Spring for Grades 3rd - 11th
- PSAT / SAT for Grades 8th - 11th
- ACT Workkeys for 11th Grade
- Unit Tests / Observations / Projects for Grades K - 12th
- End of Course Exams for Grades 9th - 12th
- Embedded Formative Assessment Process throughout Instructional Units

Multi-Tiered System of Supports (MTSS)

All classroom teachers provide differentiated instruction and scaffolding in the classroom to ensure all students have the support to succeed. However, if data indicates that a student is not achieving their full potential, a referral is made to the MTSS team to provide an additional layer of support and progress monitoring for academic and behavior concerns. This additional support may be assigned time with a Reading Specialist, Math Interventionist, Social Worker, Counselor, or Behavior Interventionist. Students receive additional tiers of support, every six weeks, until progress is achieved and/or they are referred for additional testing through the Special Education Department.

The Academy also offers less formalized support through after-school and summer skill building programs. Additionally, all students have access to a live tutor 24 hours a day / seven days a week through tutor.com, in English and Spanish.

School Culture & Character Development

At the forefront of the Academy's mission is its commitment to graduate students who are not only college / career ready but who are also responsible, engaged citizens. To achieve this goal, ATA adopted a core set of values, called REACH, that are taught and reinforced through a positive behavior support system. **Respect, Enthusiasm, Achievement, Citizenship & Handwork** are more than a code of conduct but serve as the heart of the Academy's school culture. ATA's motto is High Standards for High Achievement. Success of this model depends on raising students' expectations of themselves.

Whole Child Wrap-Around Services

The success of all students depends on much more than a strong academic and behavioral program. To that end, the Academy ensures that the needs of the whole child are addressed through:

- Our on-site health care clinic with Henry Ford Health Systems: staffed with a Certified Nurse from 10 AM - 2 PM and Certified Nurse Assistant for the other times during the school day to address immediate health care needs, provide COVID vaccines and immunizations.
- Monthly on-site mobile food pantry through Gleaners Food Bank.
- Trauma trained counselors and social workers.
- An annually updated Community Resource Handbook - contacts for housing, legal, mental health / counseling, and utilities concerns / needs.

Please refer to the ATA Curriculum & Course Descriptions for 2022 - 2023 document to find additional details on the description of the curriculum resources used to implement the educational program and instructional strategies at the Academy. Below is a brief outline of the content offered / structure at each grade level band at ATA.

Pre-School

ATA offers a Great Start Readiness Program (GSRP) as a preschool opportunity for children who are 4 years old. The program follows the Creative Curriculum - students learn through creative and active teaching strategies. Creative Curriculum focuses on big ideas, high interest projects, and individual students' passions. All specific needs of the students are accommodated. The students start the beginning of the year with the basic rules of a classroom and progresses into a more structured environment with routines. Individual units include trees, recycling, insects, sand, simple machines, exercise, clothing, and tunnels. The year finishes with activities to prepare them for the transition to Kindergarten.

Grade School: Kindergarten through Fifth Grade

ATA offers its Kindergarten through 3rd Grade as self-contained classrooms with a core curriculum in English Language Arts + Writing, Mathematics, Science and Social Studies. There are also supplemental opportunities to participate in the Special Classes: Art, STEAM, Technology, and Gym. For 4th through 5th Grades, a rotational schedule is offered for English Language Arts + Writing, Mathematics, Science and Social Studies, with the following Electives offered: Art, STEAM, Technology, and Gym.

Middle School: 6th through 8th Grades

Middle School students are provided a core curriculum in English Language Arts + Writing, Mathematics, Science and Social Studies. Elective courses: Computer Literacy, Art, Exploratory and Career Explorations.

High School: 9th through 12th Grades

ATA offers its 9th through 12th Grade students a core curriculum in the areas of English Language Arts, Mathematics, Science, and Social Studies. Additionally, courses in eight other elective areas are available - these are described in detail in the ATA Curriculum & Course Descriptions for 2022 - 2023.

ATA students select a career pathway - Business, Mechatronics & Engineering, Cyber Security & Computer Science, or Health Care and focus their electives in their chosen field of study.

These pathways prepare students for the real world by providing them with tools for success in their careers and post-secondary education. These tools enable students to have the 21st century skills necessary to compete in a global economy. Through a blended instructional approach students participate in engaging lessons that teach them how to be profitable citizens and financially literate. Students are also exposed to careers through experiential learning activities.

Students are personally responsible for their education through the establishment of their own learning plans. These plans are closely monitored by the student and their high school guidance counselors. This unique approach to education is sustained through small class sizes. Lessons are taught through an inquiry-based model, thus engaging students further into the learning process as they seek out knowledge they are personally interested in.

Career & Technical Education (CTE) Program

The Academy offers an approved CTE Program through the Michigan Department of Education.

CTE instructional programs start at high school and then continue at the postsecondary level. A program of study is developed with input from secondary teachers, postsecondary instructors, and business/industry and provides a seamless transition from one level into the next. Through aligned programs, postsecondary education is supported and encouraged through dual enrollment, direct credit, and early/middle college options.

Our CTE Program follows the following five pillars released by US Secretary of Education Miguel Cardona:

- An overarching belief that every student should have a pathway to college and the preparation they need to get a head start while still in high school;
- Work-based learning to help students gain real-world knowledge, skills, exposure, and learning experience they'll need to enter and succeed in careers;
- Industry credentials to help students make progress to earning in-demand, industry-recognized credentials that can give them a leg up in today's workforce and launch careers more quickly;
- College and career advising and navigation to equip students with better information to make thoughtful decisions and lay groundwork for what comes after high school; and
- Systems, strategies, and capacity building to create a system that eliminates transition barriers and creates new capacities to support student success.

Dual / Concurrent Enrollment Courses & Early / Middle College (EMC) Program

Through various Memorandums of Understanding (MOUs), the Academy provides dual and/or free concurrent enrollment courses through Davenport University, Eastern Michigan University, Henry Ford College & Lake Superior State University.

Beginning in 2013, the Academy was approved by the State of Michigan to offer an Early/Middle College Program. The Early/Middle College Program is designed to allow a pupil to earn a high school diploma and up to 60 college credits or an Associate's Degree. Students enrolled in the program agree to stay an extra 13th year to earn their high school diploma. All participants are given a 5-year educational plan to follow to earn college credits or an Associate's Degree. All expenses for the program (books, tuition, transportation and other fees) are paid for by the Academy. The three Associate Degree Paths are Pre-Engineering, Health-Care and Business.

SECTION D
CURRICULUM

Advanced Technology Academy (ATA) Curriculum & Course Descriptions for 2022 - 2023

Pre-School

ATA offers a Great Start Readiness Program (GSRP) as a preschool opportunity for children who are 4 years old. The program follows the Creative Curriculum - students learn through creative and active teaching strategies. Creative Curriculum focuses on big ideas, high interest projects, and individual students' passions. All specific needs of the students are accommodated. The students start the beginning of the year with the basic rules of a classroom and progresses into a more structured environment with routines. Individual units include trees, recycling, insects, sand, simple machines, exercise, clothing, and tunnels. The year finishes with activities to prepare them for the transition to Kindergarten.

Grade School: Kindergarten through Fifth Grade

ATA offers its Kindergarten through 3rd Grade as self-contained classrooms with a core curriculum in English Language Arts + Writing, Mathematics, Science and Social Studies. Also supplemental opportunities to participate in the Special Classes: Art, STEAM, Technology, and Gym. For 4th through 5th Grades, a rotational schedule is offered for English Language Arts + Writing, Mathematics, Science and Social Studies, with the following Electives offered: Art, STEAM, Technology, and Gym.

Mathematics Curriculum K - 5

Designed under the leadership of William McCallum, a lead writer of the Common Core, all Illustrative Mathematics (IM) curricula are fully aligned to the rigor and coherence of the standards. IM is used as the primary resource for Grades K - 5.

In a problem-based curriculum, students work on carefully crafted and sequenced mathematics problems during most of the instructional time. Teachers help students understand the problems and guide discussions to be sure that the mathematical takeaways are clear to all. In the process, students explain their ideas and reasoning and learn to articulate mathematical ideas. The goal is to give students just enough background and tools to solve initial problems successfully, and then set them to increasingly sophisticated problems as their expertise increases.

The value of a problem-based approach is that students spend most of their time in math class doing mathematics: making sense of problems, estimating, trying different approaches, selecting and using appropriate tools, and evaluating the reasonableness of their answers. They go on to analyze the significance of their answers, noticing patterns and making generalizations, communicating their reasoning verbally and in writing, listening to the reasoning of others, and building their understanding.

Supplement curricular resources include: IXL Math, NWEA MAP Accelerator - Khan Academy, Edmentum, Flocabulary, Brainpop, Gim Kit, Kahoot and OMG Foldables.

The curriculum follows the Michigan K -12 Standards in Mathematics.

Kindergarten: The instructional focus is on two critical areas: (1) representing, relating, and operating on whole numbers, initially with sets of objects; and (2) describing shapes and space.
Kindergarten Curriculum Map

First Grade: The instructional time focus is on four critical areas: (1) developing understanding of addition, subtraction, and strategies for addition and subtraction within 20; (2) developing understanding of whole number relationships and place value, including grouping in tens and ones; (3) developing understanding of linear measurement and measuring lengths as iterating length units; and (4) reasoning about attributes of, and composing and decomposing geometric shapes.

[First Grade Curriculum Map](#)

Second Grade: The instructional time focus is on four critical areas: (1) extending understanding of base-ten notation; (2) building fluency with addition and subtraction; (3) using standard units of measure; and (4) describing and analyzing shapes.

[Second Grade Curriculum Map](#)

Third Grade: The instructional time focus is on four critical areas: (1) developing understanding of multiplication and division and strategies for multiplication and division within 100; (2) developing understanding of fractions, especially unit fractions (fractions with numerator 1); (3) developing understanding of the structure of rectangular arrays and of area; and (4) describing and analyzing two-dimensional shapes.

[Third Grade Curriculum Map](#)

Fourth Grade: The instructional time focus is on three critical areas: (1) developing understanding and fluency with multi-digit multiplication, and developing understanding of dividing to find quotients involving multi-digit dividends; (2) developing an understanding of fraction equivalence, addition and subtraction of fractions with like denominators, and multiplication of fractions by whole numbers; (3) understanding that geometric figures can be analyzed and classified based on their properties, such as having parallel sides, perpendicular sides, particular angle measures, and symmetry.

[Fourth Grade Curriculum Map](#)

Fifth Grade: The instructional time focus is on three critical areas: (1) developing fluency with addition and subtraction of fractions, and developing understanding of the multiplication of fractions and of division of fractions in limited cases (unit fractions divided by whole numbers and whole numbers divided by unit fractions); (2) extending division to 2-digit divisors, integrating decimal fractions into the place value system and developing understanding of operations with decimals to hundredths, and developing fluency with whole number and decimal operations; and (3) developing understanding of volume.

[Fifth Grade Curriculum Map](#)

English Language Arts + Writing Curriculum K - 5

Into Reading is the adopted reading program for all grades at ATA. It is a comprehensive K – 5 English language arts program. It provides an instructional system for reading both literature and informational texts, acquiring foundational skills, and developing mastery of speaking, listening, and writing. It is sequential, rooted in building strong reading skills, and utilizes high quality literature and non-fiction for instruction. Into Reading offers students exposure to paired texts (fiction and nonfiction on the same topic), close-reading lessons, and required readings in which all students in a grade participate. Guided reading is also a key component of daily instruction. In addition, teachers are able to supplement their ELA block and differentiate their lessons by incorporating guided reading groups, centers, and programs such as Reading A-Z, IXL, Edmentum, and MAP Accelerator within their small group instructional times.

Kindergarten: By the end of kindergarten, most children associate letters with sounds, and they can identify and write upper and lower case letters. Children usually know consonant sounds before vowel sounds. Most kindergarten children learn to recognize whole words by sight. Sight words include words they use often, like "the," or their names. By the end of the year many children can recognize and read sight words in books. Most kindergarten children develop a stronger concept of print. They learn to differentiate punctuation marks, letters from words, and when words start and end. Kindergarteners learn that writing goes from left to right. They understand that we read until the end of the line, then we return to the left to read a new line. Most kindergarten children can understand basic motivations for characters and events. They can make predictions and relate the story to their own lives.

Kindergarten Curriculum Map

First Grade: First graders will read, write, and discuss a range of different text types (poems, informational books) Introduce new words and teach strategies for learning to spell new words. Demonstrate and model strategies to use when comprehension breaks down. Help children build lists of commonly used words from their writing and reading.

First Grade Curriculum Map

Second Grade: Key skills that'll help second graders build their knowledge bank: Reading silently and aloud with enough accuracy, expression, and speed to support understanding. Being able to retell stories in a way that covers the central message or lesson. Describing how characters respond to events and challenges.

Second Grade Curriculum Map

Third Grade: A third grader should be able to read multi-syllable and grade-appropriate, irregularly spelled words. Reads grade-level text with appropriate pace, accuracy, expression, and understanding. Self-corrects mistakes and re-reads when necessary. Talks about and answers questions about a text using specific examples from the text and connects different parts of a text. Reads a variety of texts including, fiction, non-fiction, fables, and poetry, and understands and talks about their main ideas and lessons. Begins to understand the difference between literal and non-literal text such as metaphors and analogies. Uses the text and context to determine the meaning of words. Is able to express their own point of view about characters or a text. Makes comparisons between books written by the same author and books in series that are about the same characters.

Third Grade Curriculum Map

Fourth Grade: Use more advanced reading comprehension strategies to understand text, including making inferences, determining the main idea and identifying key details. Synthesize information from two texts. Support analytical thinking with specific examples from the text. Summarize information.

Fourth Grade Curriculum Map

Fifth Grade: Upon finishing fifth grade, your student should be able to summarize and paraphrase information from a text. They will be able to read and interpret charts, graphs and other graphic representations in a text. They will also be able to analyze a writer's point of view and compare points of view from various writers on the same topic.

[Fifth Grade Curriculum Map](#)

Social Studies Curriculum K - 5

Grade school social studies focuses on local issues before branching out onto the State and National stage. All grades use the MDE Social Studies standards to create units of inquiry that meet the needs of their students with the goal of creating engaged and informed citizens. Teachers use the Michigan Open Book project as well the Oakland County MC3 curriculum and content area toolkits to aid in their lessons and planning. All K-5 teachers have access to the following resources to supplement their instruction: IXL - social studies, Flocabulary - social studies, Nearpod - social studies, and Brainpop - social studies

Kindergarten - Using a familiar context for five- and six-year-olds, kindergarteners learn about the social studies disciplines (history, geography, civics and government, and economics) through the lens of "Myself and Others."

[Kindergarten Curriculum Map](#)

1st Grade - Students explore the social studies disciplines of history, geography, civics and government, and economics through an integrated approach using the context of school and families. This is the students' first introduction to social institutions.

[First Grade Curriculum Map](#)

2nd Grade - Students use the integrative approach to social studies through the context of the local community. Students are introduced to a social environment larger than their immediate surroundings.

[Second Grade Curriculum Map](#)

3rd Grade - Students explore the social studies disciplines of history, geography, civics and government, and economics through the context of Michigan studies.

[Third Grade Curriculum Map](#)

4th Grade - Using the context of the state of Michigan post statehood and the United States, 4th grade students learn significant social studies concepts within an increasingly complex social environment. They examine fundamental concepts in geography, civics and government, and economics organized by topic, region, or issue.

[Fourth Grade Curriculum Map](#)

5th Grade - Building upon the geography, civics and government, and economics concepts of the United States mastered in 4th grade and historical inquiry from earlier grades, the 5th grade expectations begin a more discipline-centered approach concentrating on the early history of the United States. Students begin their study of American history with Indigenous Peoples

before the arrival of European explorers and end with the adoption of the Bill of Rights in 1791. Although the content expectations are organized by historical era, they build upon students' understanding of the other social studies disciplines from earlier grades and require students to apply these concepts within the context of American history.

[Fifth Grade Curriculum Map](#)

Science Curriculum K - 5

Grade school science utilizes STEMscopes to deliver interactive and inquiry-based units to the students.

STEMscopes is a comprehensive suite of results-oriented STEM curriculum and professional development solutions. Built on a digital platform, enriched by print, and brought to life in hands-on kits, STEMscopes Michigan 3D employs 3D learning to comprehensively address the Disciplinary Core Ideas, Crosscutting Concepts, and Science and Engineering Practices through the student-driven inquiry of phenomena across flexible storylines.

STEMscopes Michigan 3D uses the 5E model and then adds intervention and acceleration resources across three platforms—digital, kit and print—to help students understand the three dimensions of the Next Generation Science Standards (NGSS).

The curriculum follows the Next Generation Science Standards.

All K-5 teachers have access to the following science resources to supplement their instruction: Picture Perfect Science (picture book collection), MysteryScience, GenerationGenius - science IXL - science, Flocabulary - science, Nearpod - science, and Brainpop & Brainpop Jr. - science.

Kindergarten - Kindergarteners learn about forces such as pushes & pulls and speed & direction through hands-on experiments. Students learn about and recognize patterns regarding the needs of life for plants and for animals. Students also study and observe weather conditions and weather patterns, and learn about various weather hazards.

[Kindergarten Curriculum Map](#)

1st Grade - Students in first grade use inquiry-based activities to learn about light, sound and communication. They observe and predict patterns of the sun, moon and stars. Students observe and recognize seasonal patterns, including the amount of daylight. Students also observe and recognize how offspring are similar to their parents and that living things use both structures and behavior to help them survive.

[First Grade Curriculum Map](#)

2nd Grade - In second grade, students describe and classify different materials based on their properties. They explore changes in matter due to heat such as freezing, melting, etc. Students study plants by investigating plant needs of sunlight and water, and exploring seed dispersal strategies. Students investigate where bodies of water can be found on Earth and how to represent those bodies of water using models. They also study slow and quick changes to the land due to environmental factors such as erosion, volcanic eruptions and earthquakes. Students design solutions to prevent changes to the land due to factors such as wind and water.

[Second Grade Curriculum Map](#)

3rd Grade - Third grade students investigate balanced and unbalanced forces, allowing them to make predictions about the motion of an object under different circumstances. Students also explore the properties of magnets and utilize them to design a solution to a problem that can be solved by using magnetic forces. Students explore many different animal life cycles. They study

different traits of living organisms and recognize both that these traits can be influenced by the environment and that some traits are similar to parents and siblings while still varying. They use examples to explain that different traits and habits (including animals that live in herds or packs) may make some individuals more likely to survive and reproduce than others. They use fossils as evidence for organisms and the environments in which they existed long ago. Students also represent weather data in tables or graphical displays to show typical weather patterns during a particular season. They learn about different climates throughout the world and study different solutions for lessening the impacts of weather-related hazards such as hurricanes, floods, etc.

Third Grade Curriculum Map

4th Grade - Students in fourth grade investigate speed and energy, including energy in the form of collisions, sound, light, heat and electricity. They model and investigate visible and invisible waves, as well as learning about using patterns to communicate such as morse code, binary code, etc. Students also learn about plant and animal structures & behaviors that contribute to their survival. They learn about how animals receive, interpret and respond to sensory information. Students also use fossils to describe changes in the land over time. They observe the effects of weathering and erosion and learn about how Earth's features are represented using maps. Students learn about natural fuel resources and how their use changes the environment. They also construct and compare solutions for how to reduce the impact of volcanic eruptions, floods, tsunamis and earthquakes on human life.

Fourth Grade Curriculum Map

5th Grade - In the fifth grade, students investigate matter to discover that matter is made of particles smaller than we are able to see and that matter is conserved even when it changes state. Students learn about combining substances to create new substances. They also learn about gravitational force. Students learn that energy in both plants and animals comes from the sun and they model the cycling of this energy and matter among plants, animals and the environment. Students also learn about stars and the rotation of the Earth, especially as it contributes to predictable patterns of shadows and day & night. They model Earth's various spheres (geosphere, hydrosphere, biosphere, etc) and how they interact. Students also compare and contrast saltwater and freshwater reservoirs and learn about ways to protect Earth's resources.

Fifth Grade Curriculum Map

Specials & Electives Curriculum K - 5

STEAM - STEAM is a contextual curriculum where the subjects are coordinated to support each other under a formal educational structure of how science, technology, engineering, mathematics and the broad spectrum of the arts all relate to each other in reality. This framework not only includes the art of aesthetics and design, but also the divisions of the liberal, language, musical, physical and manual arts. The STEAM structure describes how all the divisions of education and life work together; therefore it offers a formal place in the STEM structure for the Language Arts, Social Studies, and the purposeful integration of the exploratory subjects including the Arts, Music, CTE and Physical Education divisions of public education.

STEAM Curriculum Map

Physical Education - The Physical Education Curriculum is designed to provide students with the knowledge and skills to lead physically active and physically fit lives. Physical Education makes an important contribution to the education of the whole child. In addition to developing physical skills, group and individual activities in the program provide opportunities to acquire and demonstrate social skills, cooperative skills, solid work habits, respect for others and for you. Our Physical Education program is a sequential education program based on physical

activities experienced in an active and supportive environment where every student is challenged and successful.

Physical Education Curriculum Map

Art Class - Art I is designed to provide students with the opportunity to develop a foundation of varied art skills, techniques, and concepts. Also, this course teaches students how to see and appreciate their expressive potential and allows them to begin to form opinions and judgments about their artwork and that of their peers.

Art Curriculum Map

Technology - The Elementary Technology course will enable students to develop basic skills in computer science through engaging and age-appropriate content. The courses will expose students, within developmentally appropriate stages, to concepts such as problem solving and algorithms, security/privacy/copyright, computer programming basics and keyboarding skills. Students will learn block-based coding in offline environments in kindergarten through 2nd grade and will build upon those skills in online coding environments in grades 2-5. In addition to the computer skills, the Technology suite integrates standards from Social Studies, Health and Language Arts with topics in each grade about safety and health (online and offline), bullying/cyberbullying and being a responsible citizen/digital citizen. The upper grades will complete research projects focused on adaptive technology, social media and/or robotics.

Technology Curriculum Map

Middle School: 6th through 8th Grades

Middle School students are provided a core curriculum in English Language Arts + Writing, Mathematics, Science and Social Studies. Elective courses: Computer Literacy, Art, Exploratory and Career Explorations.

Mathematics Curriculum 6 - 8

Designed under the leadership of William McCallum, a lead writer of the Common Core, all Illustrative Mathematics (IM) curricula are fully aligned to the rigor and coherence of the standards. IM is used as the primary resource for Grades 6th through 8th Grades.

In a problem-based curriculum, students work on carefully crafted and sequenced mathematics problems during most of the instructional time. Teachers help students understand the problems and guide discussions to be sure that the mathematical takeaways are clear to all. In the process, students explain their ideas and reasoning and learn to communicate mathematical ideas. The goal is to give students just enough background and tools to solve initial problems successfully, and then set them to increasingly sophisticated problems as their expertise increases.

The value of a problem-based approach is that students spend most of their time in math class doing mathematics: making sense of problems, estimating, trying different approaches, selecting and using appropriate tools, and evaluating the reasonableness of their answers. They go on to interpret the significance of their answers, noticing patterns and making generalizations, communicating their reasoning verbally and in writing, listening to the reasoning of others, and building their understanding.

The curriculum follows the Michigan K -12 Standards in Mathematics.

The IM curriculum is supplemented with the following resources: IXL, NWEA Map Accelerator - Khan Academy, Nearpod, Flocabulary, Maneuvering the Middle Math, Open Middle & Edpuzzle.

Sixth Grade: Curriculum Map The instructional time focus is on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking

Seventh Grade: Curriculum Map The instructional time focus is on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

Eighth Grade: Curriculum Map The instructional time focus is on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

English Language Arts + Writing Curriculum 6 - 8

6th Grade: curriculum map This course is designed for sixth grade and integrates all aspects of the English Language Arts curriculum—Reading, writing, speaking, listening and viewing skills. Students will engage in the reading and writing processes in a variety of genres, both informational and narrative. Strategies in grammar usage and mechanics will also be included in the writing process instruction. The course textbooks cover a variety of topics, including literary analysis, vocabulary, grammar, writing, extension activities, assessment, and technology enhancements.

7th Grade: curriculum map This course is designed for seventh grade and integrates all facets of the English Language Arts curriculum—reading, writing, speaking, listening, and viewing skills. Students will engage in the reading and writing processes in a variety of genres, including narrative, informational, and argumentative. Strategies in grammar usage and mechanics will also be included in the writing process instruction. The course textbooks cover a variety of topics, including literary analysis, vocabulary, grammar, writing, extension activities, assessment, and technology enhancements.

8th grade: curriculum map This course is designed for eighth grade and integrates all facets of the English Language Arts curriculum—reading, writing, speaking, listening, and viewing skills. Students will engage in the reading and writing processes in a variety of genres, including narrative, informational, and argumentative. Strategies in grammar usage and mechanics will also be included in the writing process instruction. The course textbooks cover a variety of topics, including literary analysis, vocabulary, grammar, writing, extension activities, assessment, and technology enhancements.

Social Studies Curriculum 6 - 8

Middle school social studies focuses on world geography, world history and American history. All grades use the MDE Social Studies standards to create units of inquiry that meet the needs of their students with the goal of creating engaged and informed citizens. Social studies in middle school also supplement lessons with academic writing, research, and projects. Teachers use the Michigan Open Book project as well the Oakland County MC3 curriculum and content area toolkits to aid in their lessons and planning. All 6 - 8 teachers have access to the following resources to supplement their instruction: JXL - social studies, Flocabulary - social studies, Nearpod - social studies, Edpuzzle and DBQ project.

6th Grade - curriculum map students will explore the tools and mental constructs used by geographers as they study contemporary world geography. Contemporary civics/government and economics content is integrated throughout the year. As a capstone, the students will conduct an investigation of a global issue. Using knowledge, research, and inquiry, they will analyze an issue and propose a plan for the future, including a persuasive essay.

7th Grade - curriculum map students will review the tools and mental constructs used by historians and geographers. They will develop an understanding of World History, Eras 1–4. Geography, Civics/Government, and Economics content is integrated throughout the year. As a capstone, the students will conduct investigations about past and present global issues. Using significant content knowledge, research, and inquiry, they will analyze the issue and propose a plan for the future. As part of the inquiry, they will compose civic, persuasive essays using reasoned argument.

8th Grade - curriculum map students continue their study of U.S. history from the development of the Constitution through Reconstruction. Geographic, civics/government, and economics content is integrated within the historical context under study. Students should understand the relevancy and connections of this history to their lives. Students will use significant content knowledge, research skills, and inquiry practices to analyze issues and convey conclusions.

Science Curriculum 6 - 8

Middle school science utilizes STEMscopes to deliver interactive and inquiry-based units to the students.

STEMscopes is a comprehensive suite of results-oriented STEM curriculum and professional development solutions. Built on a digital platform, enhanced by print, and brought to life in hands-on kits, STEMscopes Michigan 3D employs 3D learning to comprehensively address the Disciplinary Core Ideas, Crosscutting Concepts, and Science and Engineering Practices through the student-driven inquiry of phenomena across flexible storylines.

STEMscopes Michigan 3D uses the 5E model and then adds intervention and acceleration resources across three platforms—digital, kit and print—to help students understand the three dimensions of the Next Generation Science Standards (NGSS).

The curriculum follows the Next Generation Science Standards.

All 6-8 teachers have access to the following science resources to supplement their instruction: McGraw Hill iScience textbooks, GenerationGenius, IXL - science, Flocabulary - science, Nearpod - science, Brainpop - science, & Legends of Learning - science.

6th Grade - Curriculum Map 6th Science Entire Year.docx

6th grade topics include cells and body systems, including mitosis and meiosis. Students also learn about water cycling, weather patterns, changes to the Earth over time (including global warming) and cycling of Earth's resources. In addition, they learn about kinetic & potential energy and different types of energy transfer.

7th Grade - 7th Grade Science Curriculum Map 2021-2022

Topics included during the 7th grade year include chemical interactions and reactions, the structure and properties of matter, the history of planet Earth, Earth's materials, systems, and natural hazards, growth and development of organisms, and interdependent relationships of ecosystems

8th Grade - 8th Grade Science Curriculum Map

Areas covered in 8th grade science include a systems approach to the big ideas of science, including inheritance and variation of traits, ancestry and diversity, natural selection, adaptation, universe and the stars, Earth and the solar system, the History of Planet Earth, forces and motion, definitions of energy, wave properties, and electromagnetic radiation. Students will also apply their knowledge and skills to design solutions to meet real world challenges. Students are engaged in science not only in their daily lives as from the food they eat, the clothes they wear, technology they use, and the sports they play but also in becoming aware of the issues around the world that will impact us now and in the future.

Specials & Electives Curriculum 6 - 8

Computer Literacy: 2021-2022 Comp Literacy Curriculum Map

Students will use the design and engineering process to create images, animations, digital stories, games, and 3D models to gain real world teamwork and problem solving skills. The course is 100% computer based using a blended learning model. Instruction will come in the form of brief in-class tutorials, online 'how to' videos and PDF/web based textbooks and guides. All work will be submitted via Google Classroom. All software and websites used in this course are available for free. Students are encouraged to work from home and at their own pace whenever possible.

Art: 2021 - 2022 Art Curriculum Map

The MS Creative Art Education Program is a sequential course, which will increase each student's creative expressions and their appreciation for art. The Art Education Program offers the maximum opportunity for each student to have hands-on experiences in producing their art, enhanced through Nearpod, Seesaw, art history, art appreciation and visual outlook. Students will establish a purpose for creating ideas and develop a successful visual vocabulary. Students will incorporate the elements of art and principles of design to communicate ideas. Recognize and describe personal, family, and community connections with artworks at a developing level. Identify various careers in the visual arts. Students will not be handing in art works. Some art works will be on display in the gallery hall.

Exploratory: Exploratory Science Curriculum Map 2021-2022

Exploratory Science is offered to all 8th grade students and focuses on hands-on science topics that both relate to everyday life and pique student interest. During the first semester, students learn about various important health topics such as vital signs, communicable diseases, vaccines, genetic disorders, pedigrees, and the brain & nervous system. Students also complete the state-required sexually transmitted infections curriculum (Michigan Model: Growing Up & Staying Healthy). During the second semester, students explore various forensic science topics. They participate in mock crime scenes and other hands-on forensics labs. Some of the forensics topics that are covered include careers in forensics, evaluating the crime scene & collecting evidence, fingerprinting, handwriting analysis & forgery, DNA, footprints & toolmark analysis, and many more.

Career Explorations: Career Exploration Curriculum Map

Career Exploration prepares 6th - 8th grade students to make informed decisions about their future academic and occupational goals. Through direct instruction, interactive skills, demonstrations, and practice assignments, students learn how to assess their own skills and interests, explore industry clusters and pathways, and develop plans for career and academic development. This course is designed to provide flexibility for students. Inquiry-Based Lessons and Project-Based Learning will drive the course so that students have the ability to plan and choose the career that is best for them, based on their own unique personality and interests. Students will begin to develop the necessary leadership and technology skills that allows them to compete in an ever changing workplace.

High School: 9th through 12th Grades

ATA offers its 9th through 12th Grade students a core curriculum in the areas of English Language Arts, Mathematics, Science, and Social Studies. Additionally, courses in eight other areas are available.

Area 1: English Language and Literature (Michigan Common Core ELA Standards)

Curriculum Resources ELA 9th - 12th Grades

In conjunction with the MDE Literacy strands and Common Core Standards, the ELA Curriculum utilizes McDougal Littell Anthologies for our students. Other resources include trade books for diverse novels and longer works. Our focus in these novels is to have students exposed to general fiction, Narrative memoirs, Drama, Poetry and classic American literature. In addition, we use APA and 6+1 Writing Traits to stylize our writing and grammar instruction. Another pillar of our ATA Language Arts is to introduce diverse stories and minority authors to extend the notion of equity and choice in the classroom.

01001 English/Language Arts I (9th grade)

English/Language Arts I (9th grade) courses build upon students' prior knowledge of grammar, vocabulary, word usage, and the mechanics of writing and usually include the four aspects of language use: reading, writing, speaking, and listening. Typically, these courses introduce and define various genres of literature, with writing exercises often linked to reading selections.

Curriculum Map Link: [Copy of 2021 9th Grade ELA October Curriculum Map](#)

01002 English/Language Arts II (10th grade)

English/Language Arts II (10th grade) courses usually offer a balanced focus on composition and literature. Typically, students learn about the alternate aims and audiences of written compositions by writing persuasive, critical, and creative multi-paragraph essays and compositions. Through the study of various genres of literature, students can improve their reading rate and comprehension and develop the skills to determine the author's intent and theme and to recognize the techniques used by the author to deliver his or her message.

Curriculum Map Link: [Copy of Nicoletti ELA 10 Curriculum Calendar/Map WIP](#)

01003 English/Language Arts III (11th grade)

English/Language Arts III (11th grade) courses continue to develop students' writing skills, emphasizing clear, logical writing patterns, word choice, and usage, as students write essays and begin to learn the techniques of writing research papers. Students continue to read works of literature, which often form the backbone of the writing assignments. Literary conventions and stylistic devices may receive greater emphasis than in previous courses.

Curriculum Map Link: [Copy of \[WIP\] Koffron ELA 11 Curriculum Map 21/22.docx](#)

01004 English/Language Arts IV (12th grade)

English/Language Arts IV (12th grade) courses blend composition and literature into a cohesive whole as students write critical and comparative analyses of selected literature, continuing to

develop their language arts skills. Typically, students primarily write one or more major research papers.

Curriculum Map Links:

- ☑ Copy of Farmer-12th English Curriculum Map.docx ,
- ☑ Copy of Curriculum Map-short story unit 2021/2022

01102 English/Composition* (12th grade) (Davenport University Course Objectives)

English/Composition (juniors and seniors) courses are designed for juniors and/or seniors and build upon previous writing skills. Reinforcing the logic and critical-thinking skills that accompany good writing, these courses—which emphasize word choice, usage, and writing mechanics—provide continued and advanced instruction in writing for a variety of purposes and audiences. English/Composition (juniors and seniors) courses may emphasize college or business preparation; literature study may be offered as an additional component in which students analyze examples of several genres.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

ENGL 109 (12th grade) Davenport University Concurrent - Enrollment

This course introduces students to expository and persuasive writing. Employing critical thinking and the writing process, students will compose academic essays utilizing a variety of modes. They will also analyze and respond to a variety of academic and professional readings.

Students will evaluate information and audience to improve form and content. Students are also introduced to the research process, including finding, evaluating, and documenting sources, to complete a short research project using the American Psychological Association Style.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

01151 Public Speaking (9th - 12th grade)

Public Speaking courses enable students, through practice, to develop communication skills that can be used in a variety of speaking situations (such as small and large group discussions, delivery of lectures or speeches in front of audiences, and so on). Course topics may include (but are not limited to) research and organization, writing for verbal delivery, stylistic choices, visual and presentation skills, analysis and critique, and development of self-confidence.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

01008 English as a Second Language

English as a Second Language (ESL) courses are designed for the rapid mastery of the English language, focusing on reading, writing, speaking, and listening skills. ESL courses usually begin with extensive listening and speaking practice, building on auditory and oral skills, and then move on to reading and writing. These courses provide an explanation of basic structures of the English language, enabling students to progress from an elementary understanding of English words and verb tenses to a more comprehensive grasp of various formal and informal styles and then to advance to “regular” English courses. ESL classes may also include an orientation to the customs and culture of the diverse population in the United States. Course may be credit or resource.

Curriculum Map Link: *Unavailable - Resource Hour for 2021 - 2022*

01009 Language Arts Laboratory (9th Grade) Title-I Funded

Language Arts Laboratory courses provide instruction in basic language skills, integrating reading, writing, speaking, and listening, while placing great emphasis on the progress of individual students. Course content depends upon students' abilities and may include vocabulary building, improving spelling and grammar, developing writing and composition skills, reading silently or aloud, and improving listening and comprehension abilities.

Curriculum Map Link: [W Copy of ELA 9 Curriculum Calendar Map.docx](#)

Area 2: Mathematics (Michigan Common Core Standards)

Designed under the leadership of William McCallum, a lead writer of the Common Core, all Illustrative Mathematics (IM) curricula are fully aligned to the rigor and coherence of the standards. IM is used as the primary resource for all High School mathematics courses.

In a problem-based curriculum, students work on carefully crafted and sequenced mathematics problems during most of the instructional time. Teachers help students understand the problems and guide discussions to be sure that the mathematical takeaways are clear to all. In the process, students explain their ideas and reasoning and learn to communicate mathematical ideas. The goal is to give students just enough background and tools to solve initial problems successfully, and then set them to increasingly sophisticated problems as their expertise increases.

The value of a problem-based approach is that students spend most of their time in math class doing mathematics: making sense of problems, estimating, trying different approaches, selecting and using appropriate tools, and evaluating the reasonableness of their answers. They go on to interpret the significance of their answers, noticing patterns and making generalizations, communicating their reasoning verbally and in writing, listening to the reasoning of others, and building their understanding.

02052 Algebra I (9th grade)

Algebra I courses include the study of properties and operations of the real number system; evaluating rational algebraic expressions; solving and graphing first degree equations and inequalities; translating word problems into equations; operations with and factoring of polynomials; and solving simple quadratic equations.

Curriculum Map Link: [W Copy of CurriculumMap- Algebra I WILLIAMS.docx](#)

02072 Geometry (10th)

Geometry courses, emphasizing an abstract, formal approach to the study of geometry, typically include topics such as properties of plane and solid figures; deductive methods of reasoning and use of logic; geometry as an axiomatic system including the study of postulates, theorems, and formal proofs; concepts of congruence, similarity, parallelism, perpendicularity, and proportion; and rules of angle measurement in triangles.

Curriculum Map Link: [W Copy of Curriculum of Geometry -Okayed.docx](#) , &

[W Copy of 2 Curriculum of Geometry -Okayed.docx](#)

02056 Algebra II (11th grade)

Algebra II course topics typically include field properties and theorems; set theory; operations with rational and irrational expressions; factoring of rational expressions; in-depth study of linear equations and inequalities; quadratic equations; solving systems of linear and quadratic equations; graphing of constant, linear, and quadratic equations; properties of higher degree equations; and operations with rational and irrational exponents.

Curriculum Map Link: [E Copy of CurriculumMap- Algebra II -SRobinson.docx](#)

02057 Algebra III (12th grade)

Algebra III courses review and extend algebraic concepts for students who have already taken Algebra II. Course topics include (but are not limited to) operations with rational and irrational expressions, factoring of rational expressions, linear equations and inequalities, quadratic equations, solving systems of linear and quadratic equations, properties of higher degree equations, and operations with rational and irrational exponents. The courses may introduce topics in discrete math, elementary probability and statistics; matrices and determinants; and sequences and series.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

02152 Occupationally Applied Math

Occupationally Applied Math courses reinforce general math skills, extend these skills to include some pre-algebra and algebra topics, and use these skills primarily in occupational applications. Course topics typically include rational numbers, measurement, basic statistics, ratio and proportion, basic geometry, formulas, and simple equations.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

02154 Business Math

Business Math courses reinforce general math skills, emphasize speed and accuracy in computations, and use these skills in a variety of business applications. Business Math courses reinforce general math topics (e.g., arithmetic, measurement, statistics, ratio and proportion, exponents, formulas, and simple equations) by applying these skills to business problems and situations; applications might include wages, hourly rates, payroll deductions, sales, receipts, accounts payable and receivable, financial reports, discounts, and interest.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

02003 Particular Topics in Foundation Math (9th grade)

These courses examine particular topics in Foundation math, such as arithmetic or basic conceptual skills, rather than provide a general overview.

Curriculum Map Link: *Unavailable - Resource Hour for 2021 - 2022*

02201 Probability and Statistics

Probability and Statistics courses introduce the study of likely events and the analysis, interpretation, and presentation of quantitative data. Course topics generally include basic probability and statistics: discrete probability theory, odds and probabilities, probability trees, populations and samples, frequency tables, measures of central tendency, and presentation of data (including graphs). Course topics may also include normal distribution and measures of variability.

Curriculum Map Link: [📄 Copy of Stats and Prob Curriculum Map.docx](#)

Area 3: Life and Physical Sciences (NGSS Standards)

03003 Environmental Science

Environmental Science courses examine the mutual relationships between organisms and their environment. In studying the interrelationships among plants, animals, and humans, these courses usually cover the following subjects: photosynthesis, recycling and regeneration, ecosystems, population and growth studies, pollution, and conservation of natural resources.

The curriculum used for Environmental Science is the LAB-AIDS EDC Earth Science Course.

EDC Earth Science is a full-year, activity-driven high school earth science course developed with support from the National Science Foundation, and fully aligned to A Framework for K–12 Science Education: Practices, Crosscutting Concepts, and Core Ideas (the Framework) (National Research Council [NRC], 2012). The course involves students by challenging them with provocative investigations and questions. EDC Earth Science has been designed in the belief that students are capable of rigorous and in-depth explorations in science when given adequate support, structure, and motivation for learning.

Each chapter of EDC Earth Science offers a cluster of activities that addresses a specific set of concepts and practices and is centered on a challenge that embodies the learning goals. The challenges focus on real, relevant, and often complex problems that scientific information and data analyses can help resolve.

Curriculum Map Link: [📄 Earth Science Curriculum Map.docx](#)

03051 Biology

Biology courses are designed to provide information regarding the fundamental concepts of life and life processes. These courses include (but are not restricted to) such topics as cell structure and function, general plant and animal physiology, genetics, and taxonomy.

The curriculum used for Biology is the LAB-AIDS SGI Biology.

Curriculum Map Link: [📄 Biology Curriculum Map..docx](#)

03053 Anatomy and Physiology* (Davenport University Course Objectives)

Usually taken after a comprehensive initial study of biology, Anatomy and Physiology courses present the human body and biological systems in more detail. In order to understand the structure of the human body and its functions, students learn anatomical terminology, study cells and tissues, explore functional systems (skeletal, muscular, circulatory, respiratory, digestive, reproductive, nervous, and so on), and may dissect mammals.

Curriculum Map Link: *Unavailable, University Course*

03063 Particular Topics in Biology*

BIOL 115, BIOL 116 03062 Conceptual Biology Davenport University Concurrent Enrollment

Students will study the structure, function, common disease processes, characteristics, and treatments related to the following body systems: integumentary, skeletal, muscular, nervous,

senses, and endocrine. Each organ system will be studied with emphasis on the relationship between systems.

Curriculum Map Link: *Unavailable, University Course*

HLTH110 Medical Terminology (11th grade) Davenport University Concurrent - Enrollment

This course introduces the concept of a system-based approach to learning the professional language of those who are directly or indirectly engaged in the healing arts. Word building through knowledge, use of prefixes, suffixes, root words, and combining forms is a central theme of this course. Spelling, pronunciation, abbreviations, medical symbols, and use of a medical dictionary are also emphasized.

Curriculum Map Link: *Unavailable, University Course*

HLTH110 Introduction to Health Careers (11th grade) Davenport University Concurrent - Enrollment

Introduction to Health Careers: An introductory course designed to familiarize the student with careers in the health sciences. Various careers such as medical technology, nursing, dietetics, health administration, occupational therapy, medicine, clinical psychology, physical therapy, and others will be presented. Educational requirements, career opportunities, and clinical experience requirements will be highlighted.

Curriculum Map Link: *Unavailable, University Course*

03101 Chemistry

Chemistry courses involve studying the composition, properties, and reactions of substances. These courses typically explore such concepts as the behaviors of solids, liquids, and gasses; acid/base and oxidation/reduction reactions; and atomic structure. Chemical formulas and equations and nuclear reactions are also studied.

The curriculum used for Chemistry is the textbook *Modern Chemistry* by Holt, Rinehart, & Winston, plus supplements.

Curriculum Map Link: [Copy of Curriculum Map - Chemistry.docx](#)

03151 Physics (Lake Superior State University Course Objectives)

Physics courses involve the study of the forces and laws of nature affecting matter, such as equilibrium, motion, momentum, and the relationships between matter and energy. The study of physics includes examination of sound, light, and magnetic and electric phenomena.

Curriculum Map Link: *Unavailable, University Course*

NSCI 101 Conceptual Physics (12th grade) Lake Superior State University Concurrent - Enrollment

This course provides Physics content and a conceptual foundation for examining the world in a scientific light. The essential topics covered will include the motion of objects, forces, gravity, electricity and magnetism and nuclear reactions. Throughout the course the use of unit measurement and conversions, applying and performing mathematical operations, dealing with

uncertainty, problem solving, scientific method and the social implications of physics-related topics will be included.

Curriculum Map Link: *Unavailable, University Course*

03161 Conceptual Physics* (Lake Superior State University Course Objectives)

Conceptual Physics courses introduce students to the use of chemicals, characteristic properties of materials, and simple mechanics to better describe the world and nonliving matter. The courses emphasize accurate measurements and descriptive analysis of experimental results. Topics covered may include energy and motion, electricity, magnetism, heat, the structure of matter, and how matter reacts to materials and forces.

Curriculum Map Link: *Unavailable, University Course*

ET100 Introduction to Engineering Eastern Michigan University Concurrent Enrollment

This course provides an overview of the discipline of engineering. The assignments will be designed to provide students with the experiences of an engineer and the technical skills, abilities and social skills needed. This information will assist the student in deciding to pursue an engineering career.

Curriculum Map Link: *Unavailable, University Course*

03162 Particular Topics in Physics

Particular Topics in Physics courses used the Ford Next Generation Learning Module. *Energy for the Future* introduces students to innovative ways in which renewable energy sources and technologies are used to provide energy for society. Students become familiar with the different forms and sources of energy and learn about renewable and non-renewable energy sources.

Curriculum Map Link: [📄 Copy of Physics Curriculum Map 2021-22.docx](#)

Area 4: Social Sciences and History (MDE Standards, Common Core Literacy Standards, MC3 Framework)

Curriculum Resources:

Flocabulary - social studies, Nearpod - social studies. Edpuzzle, MI open book project and DBQ project

04053 Modern World History

Modern World History courses provide an overview of the history of human society in the past few centuries—from the Renaissance period, or later, to the contemporary period—exploring political, economic, social, religious, military, scientific, and cultural developments.

Curriculum Map Link: [W Copy of McDonald Curriculum Map.docx](#)

04064 Contemporary World Issues

Contemporary World Issues courses enable students to study political, economic, and social issues facing the world. These courses may focus on current issues, examine selected issues throughout the 20th century, and look at historical causes or possible solutions.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

04101 U.S. History—Comprehensive

U.S. History—Comprehensive courses provide students with an overview of the history of the United States, examining time periods from discovery or colonialism through World War II or after. These courses typically include a historical overview of political, military, scientific, and social developments. Course content may include a history of the North American peoples before European settlement.

Curriculum Map Link: [W Gracik_Curriculum Map.docx](#)

04151 U.S. Government—Comprehensive

U.S. Government—Comprehensive courses provide an overview of the structure and functions of the U.S. government and political institutions and examine constitutional principles, the concepts of rights and responsibilities, the role of political parties and interest groups, and the importance of civic participation in the democratic process. These courses may examine the structure and function of state and local governments and may cover certain economic and legal topics.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

04161 Civics

Civics courses examine the general structure and functions of American systems of government, the roles and responsibilities of citizens to participate in the political process, and the relationship of the individual to the law and legal system. These courses do not typically delve into the same degree of detail on constitutional principles or the role of political parties and interest groups as do comprehensive courses in U.S. Government.

Curriculum Map Link: [W Copy of Eaton Curriculum Map.docx](#)

04201 Economics

Economics courses provide students with an overview of economics with primary emphasis on the principles of microeconomics and the U.S. economic system. These courses may also cover topics such as principles of macroeconomics, international economics, and comparative economics. Economic principles may be presented in formal theoretical contexts, applied contexts, or both.

Curriculum Map Link: [W Copy of Eaton Curriculum Map.docx](#)

04254 Psychology* (National Psychology Standards for High School)

Psychology courses introduce students to the study of individual human behavior. Course content typically includes (but is not limited to) an overview of the field of psychology, topics in human growth and development, personality and behavior, and abnormal psychology.

Curriculum Map Link: *Unavailable, course offered through Edgenuity (virtual platform)*

PSYC 101 (12th grade) Davenport University Concurrent-Enrollment

This course provides an overview of psychological principles. Students learn basic theories and concepts to understand the dynamics of human behavior in a variety of settings.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

04258 Sociology

Sociology courses introduce students to the study of human behavior in society. These courses provide an overview of sociology, generally including (but not limited to) topics such as social institutions and norms, socialization and social change, and the relationships among individuals and groups in society.

Curriculum Map Link: *Unavailable, course offered through Edgenuity (virtual platform)*

Area 5: Fine and Performing Arts (National Art Standards)

05154 Creative Art—Comprehensive

Creative Art—Comprehensive courses provide students with the knowledge and opportunity to explore an art form and to create individual works of art. These courses may also provide a discussion and exploration of career opportunities in the art world. Initial courses cover the language, materials, and processes of a particular art form and the design elements and principles supporting a work of art.

As students advance and become more adept, the instruction regarding the creative process becomes more refined, and students are encouraged to develop their own artistic styles. Although Creative Art courses focus on creation, they may also include the study of major artists, art movements, and styles.

Curriculum Map Link: *Unavailable, course offered through Edgenuity (virtual platform)*

Area 6: Foreign Language and Literature (Michigan World Language Standards)

06101 Spanish I

Designed to introduce students to Spanish language and culture, Spanish I courses emphasize basic grammar and syntax, simple vocabulary, and the spoken accent so that students can read, write, speak, and understand the language at a basic level within predictable areas of need, using customary courtesies and conventions. Spanish culture is introduced through the art, literature, customs, and history of Spanish-speaking people.

Curriculum Map Link: *Unavailable, course offered through Edgenuity (virtual platform)*

06102 Spanish II

Spanish II courses build upon skills developed in Spanish I, extending students' ability to understand and express themselves in Spanish and increasing their vocabulary. Typically, students learn how to engage in discourse for informative or social purposes, write expressions or passages that show understanding of sentence construction and the rules of grammar, and comprehend the language when spoken slowly. Students usually explore the customs, history, and art forms of Spanish-speaking people to deepen their understanding of the culture(s).

Spanish II resources: The primary resource is *Asi' se dice!* textbook from McGraw Hill. In addition to the textbook, McGraw Hill has teacher resources including: videos, audio, and interactive whiteboard slides. Resources are also supplemented with Scholastics magazines: [ahora](#) and [Que' Tal](#).

Curriculum Map Link: [W Copy of Spanish II Curriculum Map 2021.docx](#)

Area 7: Physical, Health, and Safety Education (Michigan Physical Education and Health Education Standards)

Health and Safety Education classes use Glencoe Health curriculum, textbook and student workbook. Course also supplements with Xello for Social and Emotional Learning curriculum.

08001 Physical Education

Physical Education courses provide students with knowledge, experience, and an opportunity to develop skills in more than one of the following sports or activities: team sports, individual/dual sports, recreational sports, and fitness/conditioning activities.

Curriculum Map Link:

W STEELE-CurriculumCalendarorMap-(Physical Education)STEELE.docx

08051 Health Education

Topics covered within Health Education courses may vary widely, but typically include personal health (nutrition, mental health and stress management, drug/alcohol abuse prevention, disease prevention, and first aid) and consumer health issues. The courses may also include brief studies of environmental health, personal development, and/or community resources.

Curriculum Map Link: **W** Copy of CurriculumCalendarorMap-(Health)STEELE.docx

Area 8: Computer and Information Sciences

Network Systems: Careers in Network Systems involve network analysis, planning and implementation, including design, installation, maintenance and management of network systems. Successful establishment and maintenance of information technology infrastructure is critical to the success of almost every 21st century organization.

The Common Career Technical Core (CCTC) includes a set of standards for each of the 16 Career Clusters™ and their corresponding Career Pathways that define what students should know and be able to do after completing instruction in a program of study. The CCTC also includes an overarching set of Career Ready Practices that apply to all programs of study. The Career Ready Practices include 12 statements that address the knowledge, skills and dispositions that are important to becoming career ready.

10008 Particular Topics in Computer Literacy*

These courses examine particular topics related to general computer literacy other than those already described, such as privacy issues or instruction in using a particular software application.

Curriculum Map Link: [Richardson Curriculum Map Computer Science Principles.docx](#)

10051 Information Management* (Davenport University Course Objectives)

Information Management courses provide students with the knowledge and skills to develop and implement a plan for an information system that meets the needs of business. Students develop an understanding of information system theory, skills in administering and managing information systems, and the ability to analyze and design information systems.

Curriculum Map Link: *Unavailable, University Course*

CISP111 Requirements Design and Planning Davenport University Concurrent - Enrollment

This course surveys the main components of the business systems cycle. The five phases of the systems development life cycle (SDLC) (systems planning, systems analysis, systems design, systems implementation, and systems operation and support) will be investigated. Students will look at how many of the typical business needs are incorporated into a business system. These may include invoicing, accounts receivable, order entry, inventory, accounts payable, payroll, manufacturing, and sales/marketing. Participation in a group project, site visit, or case study will give students a sense of group dynamics in real-world systems development projects.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

10201 Web Page Design* (Davenport University Course Objectives)

Web Page Design courses teach students how to design web sites by introducing them to and refining their knowledge of site planning, page layout, graphic design, and the use of markup languages—such as Extensible Hypertext Markup, JavaScript, Dynamic HTML, and Document Object Model—to develop and maintain a web page. These courses may also cover security and privacy issues, copyright infringement, trademarks, and other legal issues relating to the

use of the Internet. Advanced topics may include the use of forms and scripts for database access, transfer methods, and networking fundamentals.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

CISP220 Web Page Applications Davenport University Concurrent-Enrollment

This course covers tools for rapid deployment of common and complex Web solutions. Students will use current techniques to develop, publish, and maintain the most complex of web sites. Topics covered include interfaces, forms, interactive content, media, and e-commerce technologies. Specific skills will be developed in the use of HTML, DHTML (Dynamic Hypertext Markup Language), CSS and JavaScript.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

Area 9: Communication and Audio/Visual Technology (Michigan ELA and Technology Literacy Common Core Standards)

11102 Photojournalism

Photojournalism courses expose students to the manner in which photography is used to convey information and experiences. Typically coordinated with production of the school newspaper, yearbook, or other media product, photojournalism courses provide students with the opportunity to improve their photo composition and film development skills, and to apply their art to journalistic endeavors.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

Area 10: Business and Marketing

Business Management and Administration careers encompass planning, organizing, directing and evaluating business functions essential to efficient and productive business operations.

The Common Career Technical Core (CCTC) includes a set of standards for each of the 16 Career Clusters™ and their corresponding Career Pathways that define what students should know and be able to do after completing instruction in a program of study. The CCTC also includes an overarching set of Career Ready Practices that apply to all programs of study. The Career Ready Practices include 12 statements that address the knowledge, skills and dispositions that are important to becoming career ready.

12051 Introductory Business

Introductory Business courses survey an array of topics and concepts related to the field of business. These courses introduce business concepts such as banking and finance, the role of government in business, consumerism, credit, investment, and management. They usually provide a brief overview of the American economic system and corporate organization. Introductory Business courses may also expose students to the varied opportunities in secretarial, accounting, management, and related fields.

Curriculum Map Link: Unavailable, course offered through Edgenuity (virtual platform)

12054 Business Law

Business Law courses emphasize legal concepts that are relevant to business and business organizations. Topics examined in these courses typically include contracts, buying/renting property, installment buying, insurance, buyer/seller relationships, negotiable instruments, employment, taxes, insurance, commercial papers, legal organizational structures, and consumer liabilities.

Curriculum Map Link: Unavailable, course offered through Edgenuity (virtual platform)

12104 Accounting*

Accounting courses introduce and expand upon the fundamental accounting principles and procedures used in businesses. Course content typically includes the full accounting cycle, payroll, taxes, debts, depreciation, ledger and journal techniques, and periodic adjustments. Students may learn how to apply standard auditing principles and to prepare budgets and final reports. Calculators, electronic spreadsheets, or other automated tools are usually used. Advanced topics may include elementary principles of partnership and corporate accounting and the managerial uses of control systems and the accounting process.

Curriculum Map Link: Unavailable, course not offered in 2021-2022

12152 Marketing—Comprehensive

Marketing—Comprehensive courses focus on the wide range of factors that influence the flow of goods and services from the producer to the consumer. Topics may include (but are not limited to) market research, the purchasing process, distribution systems, warehouse and inventory control, salesmanship, sales promotions, shoplifting and theft control, business management, and entrepreneurship. Human relations, computers, and economics are often covered as well.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

12248 Sales—Workplace Experience

Sales—Workplace Experience courses provide students with work experience in fields related to sales. Goals are typically set cooperatively by the student, teacher, and employer (although students are not necessarily paid). These courses may include classroom activities as well, involving further study of the field or discussion regarding experiences that students encounter in the workplace.

Curriculum Map Link: *Unavailable, course not offered in 2021-2022*

12053 Entrepreneurship

Entrepreneurship courses acquaint students with the knowledge and skills necessary to own and operate their own businesses. Topics from several fields typically form the course content: economics, marketing principles, human relations and psychology, business and labor law, legal rights and responsibilities of ownership, business and financial planning, finance and accounting, and communication. Several topics surveyed in Business Management courses may also be included.

Curriculum Map Link: *Unavailable, course offered through Edgenuity (virtual platform)*

Area 11: Engineering and Technology

21002 Engineering Applications Henry Ford College Engineering Applications-Mechatronics Modules

Engineering Applications courses provide students with an overview of the practical uses of a variety of engineering applications. Topics covered usually include hydraulics, pneumatics, computer interfacing, robotics, computer-aided design, computer numerical control, and electronics.

Curriculum Map Link: *Unavailable, University Course*

21014 Biotechnical Engineering (NGSS Standards)

Forensic Science and Biotechnology: Biotechnical Engineering courses enable students to develop and expand their knowledge and skills in biology, physics, technology, and mathematics. Course content may vary widely, drawing upon diverse fields such as biomedical engineering, biomolecular genetics, bioprocess engineering, agricultural biology, or environmental engineering. Students may engage in problems related to biomechanics, cardiovascular engineering, genetic engineering, agricultural biotechnology, tissue engineering, biomedical devices, human interfaces, bioprocesses, forensics, and bioethics.

Curriculum Map Link: [Richardson Curriculum Map Forensic Science.docx](#)

21107 CAD Design and Software - PDET122 Engineering Graphics Eastern Michigan University Concurrent - Enrollment

Frequently offered as an intermediary step to more advanced drafting courses (or as a concurrent course), CAD Design and Software courses introduce students to the computer-aided drafting systems available in the industry.

Curriculum Map Link: *Unavailable, University Course*

Area 12: Miscellaneous

22003 Study Skills (FordPas—Ford NGL Standards)

Study Skills courses prepare students for success in high school and/or for postsecondary education. Course topics may vary according to the students involved, but typically include reading improvement skills, such as scanning, note-taking, and outlining; library and research skills; listening and note-taking; vocabulary skills; and test-taking skills. The courses may also include exercises designed to generate organized, logical thinking and writing.

In conjunction with study skills, this class incorporates the FordPas curriculum. Modules 2, 3, 4 are developed around the themes of Media and Messages; People at Work; and Careers, Companies, and Communities, respectively. Students participate in activities that utilize 21st Century Skills: Application of Academic Knowledge and Skills, Problem-solving, Critical Thinking, Teamwork, Communication, Creativity and Innovation, and Global Awareness.

Curriculum Map Link: Unavailable, course not offered in 2021-2022

22210 Consumer Economics/Personal Finance (Michigan Pathway Standards)

Consumer Economics/Personal Finance courses provide students with an understanding of the concepts and principles involved in managing one's personal finances. Topics may include savings and investing, credit, insurance, taxes and social security, spending patterns and budget planning, contracts, and consumer protection. These courses may also provide an overview of the American economy.

Curriculum Map Link: Unavailable, course offered through Edgenuity (virtual platform)

22151 Career Exploration

Career Exploration courses help students identify and evaluate personal goals, priorities, aptitudes, and interests with the goal of helping them make informed decisions about their careers. These courses expose students to various sources of information on career and training options and may also assist them in developing job search and employability skills

Curriculum Map Link: Unavailable, course offered through Edgenuity (virtual platform)

22152 Employability Skills

Employability Skills courses help students match their interests and aptitudes to career options with a focus on using employment information effectively, acquiring and improving job-seeking and interview skills, composing job applications and resumes, and learning the skills needed to remain in and advance within the workplace. Course content may also include consumer education and personal money management topics.

Curriculum Map Link: Unavailable, course offered through Edgenuity (virtual platform)

22001 Standardized Test Preparation

Standardized Test Preparation courses help prepare students for national standardized tests such as the PSAT, SAT, and ACT. In particular, these courses assist students in developing and/or expanding their vocabulary, test-taking, and reasoning skills through study, lecture, and practice drills. Course topics may include vocabulary review; root words, prefixes, and suffixes; mathematical concepts, logic, and rules; and general problem-solving and test-taking strategies.

Curriculum Map Link: *Unavailable, course offered through Edgenuity (virtual platform)*

22002 State Test Preparation

State Test Preparation courses prepare students for particular state tests required for graduation. These courses may cover specific content areas (such as citizenship, mathematics, language arts, and so on) according to individual student needs, or they may provide a more general course of study, similar to the Standardized Test Preparation course described above

Curriculum Map Link: *Unavailable, course offered through Edgenuity (virtual platform)*

SECTION E

METHODS OF PUPIL ASSESSMENT

Schedule 7e

Methods of Accountability and Pupil Assessment

Regular ongoing assessments will be an integral part of the teaching and learning process. Assessment results will identify the student's progress level and knowledge base and help inform instructional strategies. Alignment between curriculum and assessments will ensure that the instructional process is focused on learning related to the standards and benchmarks as well as catch-up objectives, curriculum goals, and the Academy's School Improvement Plan.

In addition to course/content area formative and summative assessments, the Academy will perform the following assessments:

- Progress monitoring for all grades through various programs utilized through the Academy's multi-tiered support systems (MTSS) program;
- NWEA in Fall, Winter, and Spring in reading, mathematics, and science for students in Kindergarten through Tenth Grade;
- MSTEP in Spring in reading, mathematics, science, and social studies in assigned grades Third through Eighth and Eleventh;
- PSAT/SAT Suite in Spring in reading, mathematics, and writing for grades Eighth through Eleventh; and
- ACT workkeys in Spring for Eleventh Grade.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Requirements

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils. However, the Academy may not provide a preference to children of Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Application and Enrollment Requirements

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

Legal Notice

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
 - A. The process and/or location(s) for requesting and submitting applications.
 - B. The beginning date and the ending date of the application period.
 - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Application and Enrollment Requirements

Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a 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 reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
 - A. The number of students who have re-enrolled per grade or grouping level.
 - B. The number of siblings 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.

Application and Enrollment Requirements

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy’s official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

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SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the University Board.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the University Board prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION h: AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in Kindergarten through twelfth grade, and also offers GSRP and Early Middle College programs. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the University Board.

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2017.

If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.