



To: GEMS-Grant Electronic Monitoring System

From: Dr. Amy Kruppe, Superintendent, The City of Hazel Park School District

Re: MDE Review of Contract (Terms and Conditions) with Schedules Issued by the Board of Education for The City of Hazel Park School District on April 15, 2024, to Michigan Virtual Charter Academy to Continue to Operate a School of Excellence That Is A Cyber School, Effective July 1, 2024/Completed MDE Updated Contract Checklist with Documents Attached as Requested

Date: April 23, 2024

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We are pleased to submit to the Michigan Department of Education for review the following documents:

1. Contract (Terms and Conditions) with Schedules, Dated July 1, 2024, Issued by The Board of Education for The City of Hazel Park School District to Michigan Virtual Charter Academy to Continue to Operate as a School of Excellence That Is A Cyber School.
2. Completed MDE Updated Contract Checklist with documents attached as requested.

Please note that we will be submitting the following documents to the Schedules attached to the Contract once they are received/completed:

1. Schedule 3-Fiscal Agent Agreement, Receipt Acknowledged by the Michigan Department of Treasury.
2. Schedule 4-Amended and Restated Academy Articles of Incorporation and Certificate of Good Standing.
3. Schedule 9-Fifth Educational Products and Services Agreement between Michigan Virtual Charter Academy and K12 Virtual Schools LLC, effective July 1, 2024, and non-disapproval letter from the Superintendent of the City of Hazel Park School District.

Please let us know if you need any additional information at this time.

We will also be submitting a copy of this letter and the documents listed herein via email to Tammy Hatfield, Manager of Cyber Schools, and her Team, via email.

Cc: Tammy Hatfield, Manager of Cyber Schools-Michigan Department of Education

# CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST

TO BE COMPLETED BY MICHIGAN DEPARTMENT OF EDUCATION PUBLIC SCHOOL ACADEMY UNIT	
Date Received by MDE	Academy District/Building Codes:

All information on this page is necessary to be eligible for State Aid and to complete the Educational Entity Master

## AUTHORIZER INFORMATION

Name of Authorizing Body:	The City of Hazel Park School District		Federal Employer ID# of Authorizing Body:	38-6003088	TYPE OF AUTHORIZING BODY:	Local Education Agency
Contact Person:	Dr. Amy Kruppe		Phone:	248-658-5220	Email:	amy.kruppe@myhpsd.org

## PSA ADMINISTRATIVE OFFICE

Academy Name:	Michigan Virtual Charter Academy			Contract Start Date	07/01/2024	Contract End Date	06/30/2029	Duration	15 years
State Corporate ID #:	800925820	Federal Employer ID#:	27-2532241	Unique Entity Identifier (UEI)					
			NGMDBVW8G2F4						

TYPE OF ACADEMY (select one) Chartered under Part 6e - Cyber School (MCL 380.552(2))

Proposed Enrollment:	3460	Grades to Start Academy:	K-12	Number of School Days:	180	SCHOOL CALENDAR (first year of contract) First Day: 09/03/2024 Last Day: 06/12/2025
Free/Reduced Eligible:	73.1 %	Grades Authorized:	K-12	Instructional Hours:	1,150	

Expansion comments, when applicable:

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PSA Administrative Office Address: 1620 E. Elza Avenue City: Hazel Park Zip Code: 48030 Website URL: www.https://mvca.k12.com

Contact Person: Randy Rodriguez Position: Executive Director Phone: 616-309-1600 E-Mail: rrodriguez@k12.com  
County Name: Oakland Intermediate School District: Oakland Schools Local School District: The City of Hazel Park School District

## EDUCATIONAL SERVICE PROVIDER/CHARTER MANAGEMENT ORGANIZATION INFORMATION

Educational Service Provider: K12 Virtual Schools, LLC	Mailing Address: 11720 Plaza America Drive, 9th Floor	City: Reston	State: VA	Zip Code: 20190
Type: For-Profit	Physical Address: 11720 Plaza America Drive, 9th Floor	City: Reston	State: VA	Zip Code: 20190
PSA BOARD PRESIDENT INFORMATION				
Board President Name: Marva Foster	Phone: 248-630-6635	E-mail: marvfoster@stocglobal.net		

Address: 5824 Red Coat Lane City: West Bloomfield Zip Code: 48322

# CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST

MAIN SITE									
Academy Name: Michigan Virtual Charter Academy									
Address: 1620 E. Elza Avenue				City: Hazel Park		Zip Code: 48030			
Contact Person: Randy Rodriguez		Position: Executive Director		Phone: 616-309-1600		E-Mail: rodriguez@k12.com			
County Name: Oakland		Intermediate School District: Oakland Schools		Local School District: The City of Hazel Park School District		Grade Configuration: Charter Schools office for K-12 Cyber School/ No students			
LARA Certificate of Use and Occupancy: Final Date Issued:									
SITE 2									
Academy Name: Michigan Virtual Charter Academy									
Address: 5910 Tahoe S.E., Suite 190				City: Grand Rapids		Zip Code: 49546			
Contact Person: Randy Rodriguez		Position: Executive		Phone: 616-309-1600		E-Mail: rodriguez@k12.com			
County Name: Kent		Intermediate School District: Kent ISD		Local School District: Forest Hills		Grade Configuration: Operations office for K-12 cyber school/No students			
LARA Certificate of Use and Occupancy: Final Date Issued:									
SITE 3									
Academy Name:									
Address:				City:		Zip Code:			
Contact Person:		Position:		Phone:		E-Mail:			
County Name:		Intermediate School District:		Local School District:		Grade Configuration:			
LARA Certificate of Use and Occupancy: select one Date Issued:									
SITE 4 <sup>1</sup>									
Academy Name:									
Address:				City:		Zip Code:			
Contact Person:		Position:		Phone:		E-Mail:			
County Name:		Intermediate School District:		Local School District:		Grade Configuration:			
LARA Certificate of Use and Occupancy: select one Date Issued:									
LARA Certificate of Use and Occupancy: select one Date Issued:									

<sup>1</sup> Attach additional pages for additional sites, as needed.



# **CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST**

Description		Applicability	Sec /Page No. In Contract	Additional Comments
1	Authorizing body to submit contract to state within 10 days of issuance  <b>Date Issued:</b> <b>Date Received @ MDE:</b> <b># Days:</b>	All Academies Part 6a: 503(4) Part 6c: 528(1)(b) Part 6c: 561(1)(b) 1311b et seq: 1311c(3)	p. 48	
<b>Applicant Information</b>				
2	Identification of the person or entity applying for the contract.	All Academies Part 6a: 502(3)(a) Part 6c: 522(4)(a) Part 6c: 552(7)(a) 1311b et seq: 1311d(3)(a)	pp. 1-2, 6	
3	Indication that the "entity" applying for the contract is a nonprofit corporation that has been granted 509(a) tax-exempt status.	USHAs Part 6c: 521(2)(e)	N/A	
4	Indication of the state Superintendent of Public Instruction approval of Academy as a replication of a high-performing school or program.	H.P. School/Program Part 6c: 552(1)(a)	p. 1	
5	Indication that the "entity" applying for the contract demonstrates experience in delivering a quality education program that improves academic achievement. In determining whether this requirement is met, an authorizing body shall refer to the standards for quality online learning established by the national association of charter school authorizers (see links below) or other similar nationally recognized standards for quality online learning. Make a copy, complete, & submit with Checklist. <div> <div>Self-rating for reauthorization - Cyber Schools</div> <div>Online Program Self-Evaluation Form - New Cyber Schools</div> </div>	Cyber Schools Part 6c: 552(2)(c)	Schedule 7d, also attached to this Contract Checklist	
6	Indication that the Public School Academy chartered under Part 6a meets the eligibility criteria to be re-chartered as a School of Excellence (SOE), as provided for by law.	Conversion of PSA to SOE Part 6c: 552(3); 552(4)	N/A	
<b>Academy Organization and Incorporation</b>				
7	Authorizing Body's Contract Issuance Resolution adopted by authorizing body, including:  <b>Adopted:</b> <b>Effective Date:</b>	All Academies Part 6a: 502(3)(b); 503(5) Part 6c: 522(4)(b); 528(1)(c) Part 6c: 552(7)(b); 553(4) 1311b et seq: 1311d(3)(b); 1311e(4); 1311(5)(d)	Schedule 1	
8	Board of Directors names and description of qualifications, as applicable.	All Academies Part 6a: 502(3)(b); 503(6)(d) Part 6c: 522(4)(b) Part 6c: 552(7)(b); 561(1)(c) 1311b et seq: 1311d(3)(b); 1311e(4)(5)(d)	Schedule 2	
9	Method of appointment or selection of members of the Board of Directors.	All Academies Part 6a: 503(5) Part 6c: 528(1)(c) Part 6c: 553(4); 561(1)(c) 1311b et seq: 1311d(3)(b); 1311e(4); 1311(5)(d)	pp. 5, 7, Schedule 1	



# **CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST**

Description		Applicability	Sec /Page No. In Contract	Additional Comments
10	Number of members of the Board of Directors.	All Academies <u>Part 6a: 503(5)</u> <u>Part 6c: 528(1)(c)</u> <u>Part 6c: 553(4); 561(1)(c)</u> <u>1311b et seq: 1311e(4); 1311(5)(d)</u>	Section 1.1(y) p. 5; Schedule 1	
11	Length of term of members of the Board of Directors.	All Academies <u>Part 6a: 503(5)</u> <u>Part 6c: 528(1)(c)</u> <u>Part 6c: 553(4); 561(1)(c)</u> <u>1311b et seq: 1311e(4); 1311(5)(d)</u>	Section 1.1(y) p. 5; Schedule 1	
12	Citizenship of members of the Board of Directors.	All Academies <u>Part 6a: 503(5)</u> <u>Part 6c: 528(1)(c)</u> <u>Part 6c: 553(4)</u>	Section 1.1(y) p. 5; Schedule 1	
13	Articles of Incorporation as a Michigan Nonprofit Corporation  File Date:  State Corp. ID #:	All Academies <u>Part 6a: 502(3)(c)</u> <u>Part 6c: 522(4)(c)</u> <u>Part 6c: 552(7)(c)</u> <u>1311b et seq: 1311d(3)(c); 1311d(5)(d)</u>	Section 5.1 p. 12; Schedule 4	
14	Name of Academy.	All Academies <u>Part 6a: 502(3)(c)(i)</u> <u>Part 6c: 522(4)(c)(i)</u> <u>Part 6c: 552(7)(c)(i)</u> <u>1311b et seq: 1311d(3)(c)(i)</u>	Section 1.1(a) p. 1; Schedules 4 and 5	
15	Purpose of Academy & pursuant to applicable law that the Academy is a governmental entity of the state.	All Academies <u>Part 6a: 502(3)(c)(ii)</u> <u>Part 6c: 522(4)(c)(ii)</u> <u>Part 6c: 552(7)(c)(ii)</u> <u>1311b et seq: 1311d(3)(c)(ii)</u>	Section 4.1 p. 12; Schedule 4	
16	Academy bylaws.	All Academies <u>Part 6a: 502(3)(d)</u> <u>Part 6c: 522(4)(d)</u> <u>Part 6c: 552(7)(d)</u> <u>1311b et seq: 1311d(3)(d)</u>	Section 5.2 p. 12; Schedule 4	

# **CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST**


Description		Applicability		Sec /Page No. In Contract	Additional Comments
Fiscal Agent					
17	Designation of fiscal agent.      Note: Fiscal Agent Agreements should be sent to the Treasury. Send to: Wendy Lamphier (lamphierw@michigan.gov)	All Academies Part 6a: 507(3) Part 6c: 528(3) Part 6e: 561(3) 1311b et seq: 1311i(1)	Section 2.7 p. 9; Schedule 3		
18	Duties of a fiscal agent.	All Academies Part 6a: 507(3) Part 6c: 528(3) Part 6e: 561(3) 1311b et seq: 1311i(1)	Section 2.7 p. 9; Schedule 3		
19	Authorizer administrative fee of up to 3% of total State Aid.	All Academies Part 6a: 502(6) Part 6c: 522(7) Part 6e: 552(10) 1311b et seq: 1311d(6)	Sections 2.5 and 2.7 p. 9; Schedule 3		
Compliance with Applicable Law and Disclosure of Public Information					
20	Prohibition on the Academy charging tuition.	All Academies Part 6a: 504(2) Part 6c: 524(2) Part 6e: 556(2) 1311b et seq: 1311g(2)	Section 3.3 p. 11		
21	To the extent disqualified under law, a prohibition from Academy being organized by church or other religious organization and having organizational or contractual affiliation with or constitute a church or other religious organization.	All Academies Part 6a: 502(1); 1217 Part 6c: 522(1); 1217 Part 6e: 552(5); 1217 1311b et seq: 1311d(1); 1217	Section 3.3 p. 11		
22	Certification/Agreement signed by an authorized member of the Academy Board stating they will comply with the contract and all applicable law.	All Academies Part 6a: 503(6)(i) Part 6c: 523(2)(d) Part 6e: 553(5)(b) 1311d: 1311d(3)(b)	Section 12.18 p. 48		
23	The methods by which the Academy will be held accountable.	All Academies Part 6a: 503(6)(a) Part 6c: 523(2)(a) Part 6e: 553(5)(a) 1311b et seq: 1311e(5)(a)	Section 2.4 p. 7; Schedule 6		
24	Description of method to be used to monitor the Academy's compliance with applicable law and its performance in meeting its targeted educational objectives.	All Academies Part 6a: 503(6)(b) Part 6c: 523(2)(b) Part 6e: 553(5)(b) 1311b et seq: 1311e(5)(b)	Sections 2.4 and 6.3 pp. 7 and 13; Schedules 6 and 7		
25	Requirement that all Academy property must be insured.	All Academies Part 6a: 1269 Part 6c: 523(2)(k)(vi); 1269 Part 6e: 553(5)(i)(vi); 1269 1311b et seq: 1269	Sections 11.1, 11.2, 11.3 pp. 43-45		

# **CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST**

Description		Applicability	Sec /Page No. In Contract	Additional Comments
26	Requirement & procedure for <b>annual CPA financial audit</b> in accordance with generally accepted governmental auditing principles.	All Academies <u>Part 6a: 503(6)(e)</u> <u>Part 6c: 523(2)(e)</u> <u>Part 6e: 553(5)(h)</u> <u>1311b et seq. 1311e(5)(h)</u>	Section 6.9 p. 15	
27	Length of <b>contract term</b> and standards for reauthorization.	All Academies <u>Part 6a: 503(6)(h)</u> <u>Part 6c: 522(3); 523(2)(p)</u> <u>Part 6e: 561(4)</u> <u>1311b et seq. 1311e(5)(i)</u>	Section 12.13, p. 47; Section 1.7, p. 6; Schedule 16	
28	Description of the process for <b>amending the contract</b> during the term of the contract.	All Academies <u>Part 6a: 503(6)(c)</u> <u>Part 6c: 523(2)(c)</u> <u>Part 6e: 553(5)(c)</u> <u>1311b et seq. 1311e(5)(c)</u>	Section 8.1 p. 24	
29	Requirement that the Academy Board shall <b>make information about its operation and management</b> available to the public and authorizing body.	All Academies <u>Part 6a: 503(6)(l)</u> <u>Part 6c: 523(2)(i)</u> <u>Part 6e: 553(5)(k)</u> <u>1311b et seq. 1311e(7)(l)</u>	Section 10.19 p. 41	
30	Requirement that the Board of Directors of a Public School Academy (including Cyber Schools) that operates an online or other distance learning program shall submit a monthly report to MDE, in a form and manner prescribed by MDE, that reports the number of pupils enrolled in the online or distance learning program, during the immediately preceding month.	All Academies <u>Part 6c: 552(20)</u>	Section 6.19, p. 21 and Section 12.18 p. 48	
31	Requirement that the Academy Board shall collect, maintain and make available to the public and authorizing body <b>information concerning the operation and management</b> of the Academy, as provided for by law.	All Academies <u>Part 6a: 503(6)(m)</u> <u>Part 6c: 523(2)(k)</u> <u>Part 6e: 553(5)(l)</u> <u>1311b et seq. 1311e(7)(l)</u>	Section 7.16 (a-n) pp. 23-24	
32	Requirement that the Board shall report to the authorizing body a current list of teachers and school administrators working at the Academy that includes their individual salaries.	All Academies <u>Part 6a: 503(6)(m)(iv)</u> <u>Part 6c: 523(2)(k)(iv)</u> <u>Part 6e: 553(5)(l)(iv)</u> <u>1311b et seq. 1311e(7)(l)</u>	Section 7.16 (h) p. 23	
33	Statement that Academy shall <b>comply with all applicable law</b> .	All Academies <u>Part 6a: 503(7); MCL 15.322</u> <u>Part 6c: 523(3); 528(1)(d)</u> <u>Part 6e: 552(7)(b); 553(6)</u> <u>1311b et seq. 1311e(3)(h);</u> <u>1311e(6)</u>	Section 12.18 p. 48	
34	Statement that Academy Board shall ensure compliance with the requirements of <b>1968 PA 317, MCL 15.321 to 15.330</b> .	All Academies <u>Part 6a: 503(6)(i)</u> <u>Part 6c: 523(2)(b)</u> <u>Part 6e: 553(5)(i)</u> <u>1311b et seq. 1311e(7)(f)</u>	Section 7.10 p. 22	



# CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST

Description		Applicability	Sec /Page No. In Contract	Additional Comments
Academy Governance, Operation, and Educational Program				
35	Governance structure of the Academy.	<p><u>All Academies</u>  Part 6a: 503(6)(d)  Part 6c: 522(4)(e)(i)  Part 6c: 552(7)(e)(i)  1311b et seq: 1311d(3)(e)(i);  1311e(5)(d); 1311d(3)(v)(D)</p>	<p>Section 6.1  p. 13;  Schedules 5 and 15</p>	
36	The role of the contract administrator of the Academy, if applicable.	<p><u>USHSAs</u>  Part 6c: 529(c)</p>	N/A	
37	Educational goals of the Academy that include demonstrated improved pupil academic achievement for all groups of pupils.	<p><u>All Academies</u>  Part 6a: 502(3)(e)(ii);  503(6)(a)  Part 6c: 522(4)(e)(ii);  523(2)(a)  Part 6c: 552(7)(e)(ii);  553(5)(a)  1311b et seq: 1311d(3)(e)(ii);  1311e(5)(a)</p>	<p>Section 6.3  p. 13;  Schedule 7</p>	
38	Curricula offered at the Academy. This section must contain the entire curriculum.  Curriculum Schedule 7d	<p><u>All Academies</u>  Part 6a: 502(3)(e)(ii)  Part 6c: 522(4)(e)(ii)  Part 6c: 552(7)(e)(ii)  1311b et seq: 1311d(3)(e)(ii);  1311e(5)(d)</p>	<p>Section 6.4  p. 13;  Schedule 7d</p>	
39	Methods of pupil assessment at the Academy (M-STEP and SAT, as applicable, as a minimum).	<p><u>All Academies</u>  Part 6a: 503(6)(a)  Part 6c: 522(4)(e)(ii);  523(2)(a)  Part 6c: 552(7)(e)(ii);  553(5)(a)  1311b et seq: 1311d(3)(e)(ii);  1311e(5)(a)</p>	<p>Section 6.3  p. 13;  Schedule 14</p>	
40	Student admission policy, criteria and enrollment process, as applicable per type of academy.	<p><u>All Academies</u>  Part 6a: 503(6)(d)  Part 6c: 522(4)(e)(iii);  523(2)(m); 528(1)(g)  Part 6c: 552(7)(e)(iii);  553(5)(o); 561(1)(g)  1311b et seq: 1311d(3)(e)(ii);  1311e(5)(d)</p>	<p>Section 6.6  pp. 14-15;  Schedule 11</p>	
41	Matriculation agreement, if applicable.	<p><u>All PSAs; All SOEs</u>  20 U.S.C. 7221(i)(1)(k)  Part 6a: 504(4)(b)  Part 6c: 556(4)(b)</p>	<p>Section 7.12  p. 22;  Schedule 17  (Placeholder)</p>	

# CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST

Description		Applicability	Sec /Page No. In Contract	Additional Comments
42	School calendar and school day schedule.	All Academies, except Cyber Schools Part 6a: 502(3)(e)(iv) Part 6e: 522(4)(e)(iv) Part 6e: 552(7)(e)(iv) 1311b et seq: 1311d(3)(e)(iv); 1311e(5)(d)	Section 6.7 p. 15; Schedule 12	
43	Observance of holidays and other required commemorative occasions.	All Academies Part 6a: 1175 Part 6e: 1175 Part 6e: 1175 1311b et seq: 1175 All Academies Part 6a: 502(3)(e)(v) Part 6e: 522(4)(e)(v) Part 6e: 552(7)(e)(v)	Section 6.7 p. 15; Schedule 12 Section 6.8 p. 15;	
44	Age or Grade range of students to be enrolled.	1311b et seq: 1311d(3)(e)(v)	Schedule 13	
Academy Location				
45	Identification of L.E.A and ISD where the academy will be located.	All Academies MCL 388.1620 Part 6a: 502(3)(e) Part 6e: 522(4)(e)(v) Part 6e: 552(7)(e) 1311b et seq: 1311d(3)(e)(v); 1311e(5)(d)	Section 1.1 pp. 1-2 Schedule 10	The Academy is a school of excellence that is a cyber school. Students
46	Description of and address of proposed building(s) where Academy will be located.	All Academies Part 6a: 502(3)(i) Part 6e: 522(4)(e) Part 6e: 552(7)(i); 553(5)(f) 1311b et seq: 1311d(3)(i); 1311e(5)(e)	Section 1.1 pp. 1-2 and Section 10.8 p. 39;	The Academy is a school of excellence that is a cyber school.
47	Financial commitment of the applicant to the Academy's facility.	USHAS Part 6e: 522(4)(e); 523(2)(f) All Academies Part 6a: 504(1) Part 6e: 524(1) Part 6e: 556(1) 1311b et seq: 1311g(1)	N/A Section 1.1 pp. 1-2 Section 1.1 (m), p. 3 Schedule 10	The Academy is a school of excellence that is a cyber
48	A statement that the Academy will operate at single site or multiple sites with specific addresses and respective grade configurations as provided for in the contract and with applicable law, including the Academy's central administrative offices if applicable.	All Academies Part 6a: 503(6)(m)(vii) Part 6e: 523(2)(k)(vii) Part 6e: 553(5)(1)(vii) 1311b et seq: 1311e(6)(f)	Section 7.16 (a) and (i) pp. 23-24 Section 10.8 p. 39 Schedule 10	
49	A requirement that the board of directors of the public school academy shall collect, maintain, and make available to the public and the authorizing body, in accordance with applicable law and the contract, information concerning the operation and management of the public school academy including copies of facility leases or deeds, or both, and of any equipment leases.			

# **CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST**

Description		Applicability	Sec /Page No. In Contract	Additional Comments
Staffing and Position Descriptions				
50	Descriptions of staff responsibilities.	All Academies Part 6a: 503(6)(d) Part 6c: 524(f) Part 6e: 552(7)(f) 1311b et seq: 1311d(3)(f)	Section 6.5 pp. 13-14  Schedule 9	
51	Requirement specifying <b>prohibited family relationships</b> consistent with applicable law.	All Academies Part 6a: 503(6)(k) Part 6c: 523(2)(i) Part 6e: 553(5)(i) 1311b et seq: 1311e(6)(f)	Section 3.2 p. 11	
52	Academy shall use <b>certificated teachers</b> according to state board rule.	All Academies Part 6a: 505(1) Part 6c: 526(1) Part 6e: 553a(3); 559(1) 1311b et seq: 1311i(1)	Section 7.15 p. 23	
53	Academy may use <b>non-certificated teachers</b> as the law allows.	All Academies Part 6a: 505(1); 505(2) Part 6c: 526(1); 526(2) Part 6e: 559(1); 559(2) 1311b et seq: 1311j(1); 1311j(2)	Section 7.15 p. 23	
54	Academy shall use <b>certified administrators and chief business officials</b> pursuant to applicable law, including superintendent, principal, assistant principal, or other person whose primary responsibility is administering instructional programs.	All Academies Part 6a: 1246(1) Part 6c: 1246(1) Part 6e: 1246(1) 1311b et seq: 1246(1)	Section 7.15 p. 23	
55	Requirement that the authorizing body must review and may disapprove any agreement between the Academy Board and an educational management company before the agreement is final and valid.	All Academies Part 6a: 503(6)(n) Part 6c: 523(2)(f) Part 6e: 553(5)(m) 1311b et seq: 1311e(6)(f)	Section 10.13 p. 40	
56	If authorized by a LEA, <b>assurance of employee collective bargaining</b> for positions in similar districts should be addressed in the contract.	All SDAs 1311b et seq: 1311d(3)(f)	N/A	
57	Requirement that prohibits any individual from being employed by the Academy in more than one <b>full-time position and simultaneously compensated at a full-time rate for either position.</b>	All Academies Part 6a: 503(6)(p) Part 6c: 523(2)(n) Part 6e: 553(5)(o) 1311b et seq: 1311e(6)(f)	Section 3.4 p. 12	



# **CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST**

Description				Applicability	Sec /Page No. In Contract	Additional Comments
Reconstitution and Revocation						
58	Procedures and grounds for revoking the contract provided for in applicable law, including: (see 59-62 below)	All Academies <u>Part 6a: 503(6)(e)</u> <u>Part 6c: 523(2)(e)</u> <u>Part 6e: 561(4)</u> <u>1311b et seq: 1311e(5)(f)</u>	Section 9.4, pp. 28-29 Section 9.5, pp. 29-30 Section 9.6, pp. 30-34 Section 9.8, pp. 34-35 Section 9.9, pp. 35-36			
59	<input type="checkbox"/> Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals as set forth in the contract.	All Academies <u>Part 6a: 507(4)(a)</u> <u>Part 6c: 528(4)(a)</u> <u>Part 6e: 561(4)(a)</u> <u>1311b et seq: 1311l(1)(a)</u>	Section 9.4(a) pp. 28-29			
60	<input type="checkbox"/> Failure of the Academy to comply with all applicable law.	All Academies <u>Part 6a: 507(4)(b)</u> <u>Part 6c: 528(4)(b)</u> <u>Part 6e: 561(4)(b)</u> <u>1311b et seq: 1311l(1)(b)</u>	Section 9.4(b) pp. 28-29			
61	<input type="checkbox"/> Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship.	All Academies <u>Part 6a: 507(4)(c)</u> <u>Part 6c: 528(4)(c)</u> <u>Part 6e: 561(4)(c)</u> <u>1311b et seq: 1311l(1)(c)</u>	Section 9.4(c) pp. 28-29			
62	<input type="checkbox"/> The existence of 1 or more other grounds for revocation as specified in the contract.	All Academies <u>Part 6a: 507(4)(d)</u> <u>Part 6c: 528(4)(d)</u> <u>Part 6e: 561(4)(d)</u> <u>1311b et seq: 1311l(1)(d)</u>	Section 9.4(d) pp. 28-29			
63	Procedures for mandatory revocation of Academy contract if Academy is designated as a persistently low-achieving school (in the bottom 5%) and is in the 2nd year of restructuring. Procedures must specify which school (s) are subject to closure and which are not based on exceptions for situations involving individualized education plan subgroups, and individual schools currently undergoing reconstitution.	All Academies (except SDA) <u>Part 6a: 507(5)</u> <u>Part 6c: 528(5)</u> <u>Part 6e: 561(5)</u>	Section 9.8 pps. 34-35			
64	Procedures for the authorizing body to reconstitute the Academy.	All Academies (except SDA) <u>Part 6a: 507(7)</u> <u>Part 6c: 528(7)</u> <u>Part 6e: 561(7)</u>	Section 9.6(d) p. 30-31			

# **CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST**

Description		Applicability	Sec /Page No. In Contract	Additional Comments
<b>Cyber Schools</b>				
65	A contract for a cyber school shall include all of the provisions required under section 553a as well as the following: (see items 66 through 71 below)	Cyber Schools Part 6e: 553a	Section 6.18(a)-(f) pp. 20-21	
66	<p><input type="checkbox"/> A teacher who holds appropriate certification according to state board rule will be responsible for all of the following for each course in which a pupil is enrolled:</p> <p><input type="checkbox"/> (i) Improving learning by planned instruction.</p> <p><input type="checkbox"/> (ii) Diagnosing the pupil's learning needs.</p> <p><input type="checkbox"/> (iii) Assessing learning, assigning grades, and determining advancement.</p> <p><input type="checkbox"/> (iv) Reporting outcomes to administrators and parents or legal guardians</p>	Cyber Schools Part 6e: 553a(2)(a)	Section 6.18(a) (i)-(iv) p. 20	
67	<input type="checkbox"/> A cyber school will make educational services available for a minimum of at least 1,098 hours during a school year and ensure that each pupil participates in the educational program for at least 1,098 hours during a school year.	Cyber Schools Part 6e: 553a(2)(b)	Section 6.1(b) p. 20 Section 6.7, p. 15	
68	<input type="checkbox"/> A cyber school shall have maximum enrollment limitations based on years of operation	Cyber Schools Part 6e: 552(2)(d)	Section 6.18(c) p. 20	
69	<input type="checkbox"/> Cyber school must offer each pupil's family a computer and subsidize the cost of internet access.	Cyber Schools Part 6e: 552(2)(e)	Section 6.18(f) pp. 20-21	
70	<input type="checkbox"/> Cyber school may not enroll any new pupils in the school of excellence that is a cyber school in a school year that begins after MDE determines that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year that exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 State Fiscal Year: 2011-2012 total statewide Final audited membership = 1,582,168. Maximum statewide cyber school enrollment = 31,643.	Cyber Schools Part 6e: 552(15)(b)	Section 6.18 (d) p. 20	
71	<input type="checkbox"/> The requirement for the Academy Board of school of excellence that is a cyber school to ensure that every pupil that enrolls, along with his or her parent or legal guardian, are provided with a parent-student orientation. If the pupil is at least 18 or is an emancipated minor, the orientation may be provided to just the pupil.	Cyber Schools Part 6e: 552(21)	Section 6.18 (e) pp. 20-21	

**SELF-RATING FOR REAUTHORIZATION-CYBER SCHOOLS**

**(Item 5 of MDE Contract Checklist)**



# National Standards for Quality Online Learning

## iNACOL June 2023

### Michigan Cyber Schools

The original cyber school application for the academy required the provider to complete the full iNACOL<sup>1</sup> self-rating report. As part of the charter contract reauthorization process, the MDE has extrapolated the following sections for the academy and vendor to review and complete in order to highlight successes and self-identify potential opportunities for improvement.

### Introduction

The mission of the International Association for K-12 Online Learning, iNACOL<sup>2</sup>, is to ensure all students have access to a world-class education and quality online learning opportunities that prepare them for a lifetime of success.

This document, the International Association for K-12 Online Learning's (iNACOL) *National Standards for Quality Online Programs*, is the third of iNACOL's online education standards, following the *National Standards of Quality for Online Courses* and *National Standards for Quality Online Teaching*. The standards in this document address what is needed for a quality online program, elements of which include quality course design and quality online teaching. However, this set of standards is more than the third of a series – it is intended that these Standards for Quality Online Programs provide the encompassing and over-arching set of standards program leaders need to assure a quality online program.

*National Standards for Quality Online Programs* is designed to provide states, districts, online programs, and other organizations with a set of quality guidelines for online program leadership, instruction, content, support services, and evaluation. The initiative began with a thorough literature review of existing online program standards, including accreditation standards, a cross-reference of standards, followed by a survey to iNACOL members and experts to ensure the efficacy of the standards adopted.

These guidelines should be implemented and monitored by each district or organization, as they reserve the right to apply the guidelines according to the best interest of the population for which they serve.

These standards start by addressing the foundation of the program: its mission, goals and objectives and its underlying beliefs and philosophy. Leadership is also addressed: the program's governance, the role of the governing body and how the relation between the governing body and organizational/program leadership work together to support the achievement of the mission.

Beyond the foundation of what the program has as its mission, goals, and objectives, are the standards that address how the program operates, its teaching and learning standards and support standards. In this document, we have provided an overview of the most critical of the course design and teaching standards. In addition, a program needs to provide the support mechanism for student and teacher success in online courses. This document describes the necessary support standards needed for programs designed to supplement schools' course offerings as well as those programs designed for full-time students. For a fuller description of course design and teaching standards, please refer to iNACOL's *National Standards of Quality for Online Courses* and *National Standards for Quality Online Teaching*.

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<sup>1</sup> <https://www.nsqol.org/>

<sup>2</sup> Oversight of the National Standards for Quality Online Learning has transitioned from iNACOL to the Virtual Learning Leadership Alliance (VLLA), Quality Matters (QM), and the Digital Learning Collaborative (DLC). Together these organizations provide oversight and lead a broad-based community effort to keep the standards current and relevant.

**Self-Rating for Reauthorization<sup>3</sup>**

**Date completed: March 20, 2024**

**Name of Academy: Michigan Virtual Charter Academy**

**Authorizer: Hazel Park Schools**

**ESP: Stride Inc. (Formerly K12 Inc.)**

The condensed Self-Rating report based on the *National Standards for Quality Online Programs* is identified on the following pages.

**Rating Scale**

- 5** Exemplary: a model of best practice as related to this criterion
- 4** Accomplished: excellent implementation; comparable to other examples
- 3** Promising: good implementation; however, somewhat lacking in depth or detail
- 2** Incomplete: partial implementation of this criterion; additional work needed; good start
- 1** Confusing: not obvious; more work needed; not a good example

**Cyber School Self-Rating**

<b>Support Standards.....</b>	<b>3</b>
Organizational Support.....	3
Comments/Evidence:.....	3
<b>Evaluation Standards .....</b>	<b>4</b>
Program Evaluation .....	4
Comments/Evidence:.....	5
Program Improvement .....	6

<sup>3</sup> [MCL 380-552\(2\)\(c\) - amended](#)

# National Standards for Quality Online Learning

## iNACOL June 2023

Comments/Evidence: .....7

## Support Standards

### Organizational Support

Support standards address the organization's academic, administrative, guidance and technical services that are critical to meeting the needs of all participants in the online program.

P	Organizational Support — A quality online program has organizational support to oversee the instructional learning environment as it is conveyed through technology. Some organizational support services may be distributed between the program and other entities, depending on the physical location where the students are taking their online courses.	Rating
✓	<p>Provides an online learning environment that is appropriately maintained, secure and is a productive and safe work environment for students and staff. <i><b>Provide the location and sites for students and staff that may include training, instruction, and mentoring opportunities. (See Comments/Evidence below)</b></i></p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ Staff are trained in the Emergency Operations School Safety Plan, CPI, CPR. These trainings are for online environments as well as face to face events.</li> <li>▪ Staff complete monthly cyber-security trainings and HR compliance trainings.</li> <li>▪ MVCA platforms are secure and interfaced with one another (NewRow, Total View School (SIS)).</li> <li>▪ Training and Professional Development: We provide student orientations and learning coach sessions for students and families. We provide robust professional development opportunities for our staff both online and in person. These include compliance training and instructional enhancements. Online training locations include the Stride Learning Hub, Stride K12training.com, and SafeSchools site.</li> </ul>	5
✓	<p>Provides a work environment consisting of the resources, tools, and organizational policies that enables staff to implement the program's mission, beliefs and objectives.</p> <p><u>Comments/Evidence:</u></p> <p><u>Resources:</u></p> <ul style="list-style-type: none"> <li>▪ The MVCA Playbook articulates mission and vision as well as outlines school initiatives.</li> </ul>	4



## National Standards for Quality Online Learning iNACOL June 2023

	<ul style="list-style-type: none"><li>▪ Other resources include mentor checklists, new hire checklists, Stride new hire training, mentor assignments (1 year) for all new staff, school improvement plans aligned with Playbook, essential professional development for all teacher implementation of school-wide instructional programs.</li></ul>	
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**Comments/Evidence: Provided in each box above**

## Evaluation Standards

### Program Evaluation

A culture of continual program improvement is critical in becoming a quality online program and maintaining that status. Evaluation efforts are utilized to both verify the program is meeting its intended purposes and identify where improvements can be made. The cycle is completed by taking this information and developing concrete plans for program improvement.

<b>R</b>	<b>Program Evaluation — A quality online program recognizes the value of program evaluation. Program evaluation is both internal and external and informs all processes that effect teaching and learning. Internal evaluations often are more informal in nature and may provide immediate feedback on a targeted area of inquiry. External program evaluations typically look at the entire program from an objective perspective that will</b>	<b>Rating</b>
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National Standards for Quality Online Learning  
iNACOL June 2023

	bring additional credibility to the results.	
✓	<p>Conducts ongoing internal evaluations that include regularly collecting and analyzing data based on national, state, and/or program metrics. <i>Provide the schedule for data collection and reporting</i></p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ Board of Directors: Fall review of spring state assessments, winter and spring review of benchmark assessments</li> <li>▪ STRIDE: Conduct monthly school progress meetings to review leading and lagging indicators as identified in the Playbook</li> <li>▪ MVCA: Fall and Spring completion of the SAM Assessment for MTSS Program, grade-level bi-weekly data meetings, monthly observation and documentation of grade-level instructional best practices</li> <li>◦ Attachment: The MVCA Playbook</li> </ul>	4
✓	<p>Conducts ongoing internal evaluations that include using clearly articulated measures to evaluate its learners. <i>Provide evidence of a continuous improvement plan</i></p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ Benchmarks assessments, progress monitoring, tiered-support plan, Danielson Framework for Teaching. The Danielson cluster component observations focus on designated areas of instruction including the literacy road map, standards-based grading, and learner-focused supervision training.</li> <li>▪ Administrators and coaches conduct an average of 1.5 observations per teacher per month as well as one asynchronous review per teacher per month.</li> </ul>	4
✓	<p>Conducts ongoing internal evaluations that include determining program success by measuring student achievement and satisfaction based on valid and reliable assessment techniques. <i>Provide the tool or review document to measure success and collect data</i></p> <p><u>Comments/Evidence:</u></p>	4

# National Standards for Quality Online Learning

## iNACOL June 2023

	<ul style="list-style-type: none"> <li>▪ The SAMS assessment, benchmark assessments three times per year (STAR 360 Reading and Math, DIBELS), progress monitoring, SLO (Student Learning Objectives) assessments at each grade-level, formative assessments within grade levels.</li> </ul>	
✓	<p>Conducts ongoing internal evaluations that include ensuring students participate in state or national standardized testing, as appropriate and evaluating results against state or national data. <i>Provide the testing and assessment cycle</i></p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ MVCA employs a testing coordinator to ensure participation and execution of state testing.</li> <li>▪ MVCA has successfully tested 95% of our student population for our benchmark and state assessments for the 2022-2023 school year.</li> <li>▪ Annual evaluation of state testing results is reviewed and utilized to set targets for the following year.</li> </ul> <p>◦ Attachment: The MVCA Playbook (includes the testing cycles for state assessments</p>	5
✓	<p>Conducts ongoing internal evaluations that include consistently evaluating faculty to assure instructional quality, using clear, consistent policies, measures, and procedures. <i>Provide the teacher evaluation tool for staff evaluation</i></p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ MVCA uses the Danielson Framework for Teaching as the evaluation tool for teachers.</li> <li>▪ Teachers are observed on average 1.5 times per teacher per month.</li> <li>▪ Asynchronous reviews are completed for each teacher at least once per month.</li> <li>▪ The evaluation process is aligned to MDE legislation and MVCA Playbook.</li> <li>▪ Monthly observation and documentation of grade-level instructional best practices implemented.</li> <li>▪ Administrators and coaches complete observation calibration training and learning-focused training.</li> <li>▪ Teachers receive training on Danielson rubric and component indicators.</li> <li>▪ Teachers complete Individual Development Plans at the beginning and end of year aligned to the Danielson components.</li> <li>▪ New teachers complete a Mid-Year Progress Report and Improvement Plan.</li> <li>▪ Teachers submit video evidence of grade band areas of focus to STRIDE..</li> </ul> <p>▪ Resources: Teacher Evaluation Process PowerPoint, Formal Observation Guide Sheet, SFS platform, observation trackers.</p> <p>Attachments: Danielson Framework for Teaching</p>	5

# National Standards for Quality Online Learning

## iNACOL June 2023

✓	<p>Conducts ongoing internal evaluations that include reviewing and evaluating courses to ensure quality, consistency with the curriculum, currency, and advancement of the student learning outcomes. <b><i>Provide the curriculum alignment from the model program to the K-12 Michigan Content Standards</i></b></p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ All teachers complete instructional maps to outline scope and sequence ensuring standards are embedded in the curriculum.</li> <li>▪ Teachers complete an instructional map training for curriculum alignment.</li> <li>▪ Administrators complete and submit instructional map audits to STRIDE.</li> <li>▪ Monthly observations review teachers' coverage of the standards in their curriculum.</li> </ul> <p>◦ Attachment: The MVCA Playbook (includes instructional mapping)</p>	4
✓	<p>Conducts periodic external evaluations that include validating internal evaluation process and results. <b><i>Provide the tool and vendor the authorizer work with to conduct the external evaluation</i></b></p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ NCSI conducts periodic evaluations including staffing, programmatic evaluations, and operations.</li> <li>▪ External auditors provide annual audits for finance, restrictive funds, special education.</li> <li>▪ Evaluators include Michigan Department of Education and Oakland Intermediate School District.</li> </ul>	4
✓	<p>Conducts periodic external evaluations that include informing an improvement plan for the online program. <b><i>Provide a timeline that shows when the School Improvement Plan/District Improvement Plan will be reviewed by the authorizer</i></b></p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ The MICIP, Michigan Continuous Improvement Plan, and the CSI, Comprehensive Supports and Improvement Plan, are completed and submitted annually in the Spring. Copies are provided to the authorizer for their review.</li> </ul>	3
✓	<p>Program Evaluation communicates evaluation results to program stakeholders. <b><i>What about the evaluation will be communicated? When?</i></b></p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ Monthly Board of Directors presentations: <ul style="list-style-type: none"> <li>◦ Continuous review of MVCA Playbook implementation is reported monthly to MVCA's board of directors in the head of school report.</li> </ul> </li> </ul>	3



National Standards for Quality Online Learning  
iNACOL June 2023

	<ul style="list-style-type: none"><li>▪ <b>Monthly School Progress Meetings:</b><ul style="list-style-type: none"><li>◦ Monthly evaluation of Playbook implementation is shared with STRIDE's corporate team.</li></ul></li> <li>▪ <b>Parent Advisory Group</b></li></ul>	
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**Comments/Evidence: Provided in each box above.**

National Standards for Quality Online Learning  
iNACOL June 2023

## Program Improvement

S	<b>Program Improvement — A quality online program establishes a culture of continual program improvement. Improvement planning focuses on using program evaluations, research, and promising practices to improve student performance and organizational effectiveness. It fosters continuous improvement across all aspects of the organization and ensures the program is focused on accomplishing its mission and vision.</b>	Rating
✓	<p>Uses strategic, long-range and operational planning and evaluation to continuously improve its educational programs and services.</p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ The MVCA Playbook <ul style="list-style-type: none"> <li>◦ The MVCA Playbook is the primary long-range strategic plan. This plan is assessed and adjusted annually and submitted to STRIDE corporate. This plan guides our day-to-day operations and instructional implementations.</li> </ul> </li> <li>▪ MICIP/CSI School Improvement Plan <ul style="list-style-type: none"> <li>◦ This plan reflects the Playbook and is submitted to the state annually. MVCA meets with a MDE representative four times per year to provide updates on implementation.</li> </ul> </li> <li>▪ Oakland Intermediate School District Service Plan <ul style="list-style-type: none"> <li>◦ This service plan provides support to ensure success with the plans listed above.</li> </ul> </li> </ul>	4
✓	<p>Uses data effectively to drive instructional and management decision-making.</p> <p><u>Comments/Evidence:</u></p> <ul style="list-style-type: none"> <li>▪ Streams of data utilized: Achievement Data, demographic data, process data. We use these data streams to establish benchmarks, comparisons, and trends to monitor our continuous progress.</li> <li>▪ Data is reviewed regularly through our organizational structure including, but not limited to, regular data team meetings at each grade band, bi-monthly leadership meetings, monthly school progress meetings with STRIDE corporate, benchmark assessments three times per year, and annual state assessment review.</li> </ul>	5
Is based on:		
✓	Advancement of the program's vision and mission.	5

## National Standards for Quality Online Learning iNACOL June 2023

✓	Student achievement.	4
✓	Internal and external evaluation.	4
✓	Current research in the relevant areas.	5
✓	Promising practices.	4
Includes provisions for:		
✓	Beta testing and peer review.	3
✓	Satisfaction surveys by students, parents, teachers and schools as appropriate.	4
✓	Evaluation of curriculum and instruction as it relates to student achievement.	4
✓	Regular online teacher performance evaluations.	5
✓	Reviewing and updating policies and procedures.	4
✓	Reviewing appropriateness, effectiveness and quality of teaching and learning technologies.	4
✓	Regular online course reviews.	4

**Comments/Evidence: Provided above.**

**MICHIGAN VIRTUAL CHARTER ACADEMY**

**CURRICULUM 7d**

**(Item 38 of MDE Contract Checklist)**



Michigan Department of Education Public School Academies Unit  
Curriculum Requirements

### **CURRICULUM REQUIREMENTS**

In accordance with applicable law and the Contract Terms and Conditions, the school shall implement, deliver, and support the Curriculum identified in the Contract. The submission is required to include a detailed written curriculum by grade or level covering each subject/course to be taught and represent a focused, coherent and rigorous learning agenda. At a minimum, the subjects to be taught, as required by law, shall include English language arts, mathematics, science, social studies, physical education and health for kindergarten through grade eight. High school programs are required to offer a course of study that meets the Michigan Merit Curriculum ([MCL 380.1278a](#), [380.1278b](#)).

The school's curricular submission must meet the following requirements. The curriculum will:

- Demonstrate a logical sequence of learning objectives aligned to state and national standards;
- Outline instructional resources and tools;
- Provide the essential vocabulary for each content area; and
- Specify the methods of assessment.

Specific Health requirements including, but not limited to:

- Health education ([MCL 380.1169](#), [380.1502](#) and [380.1170](#));
- Dangerous communicable diseases, including, but not limited to HIV/AIDS ([MCL 380.1169](#)); and
- Sex education, if it is part of the school's curriculum ([MCL 380.1506](#) and [380.1507](#)).

Other considerations:

- If the curriculum is web-based, the school is required to provide all necessary **login** and **password** information such that a representative of the MDE Public School Academies Unit may review the curriculum in its entirety;
- Within the curricular document, include a citation to the specific standard(s) to which the curriculum is aligned;
- Complete the course matrix (p 3 & 4), listing all the courses offered per grade or level; and
- Submit the written curriculum in a consistent format and as separate course documents clearly identified by school name, course title, and grade or level.

### **NON-CORE CURRICULUM REQUIREMENTS**

Non-core curriculum is to be submitted in the same format as the core curriculum. The same template is required to be used, with a curricular document submitted for each grade, level and subject offered. As with the core curriculum, all non-core courses must be explicitly aligned with the state or national standards, representing a focused, coherent and rigorous learning agenda.

#### **Health and Physical Education**

Health curriculum must address the Michigan health education requirements ([MCL 380.1170](#) and [380.1502](#)) including the teaching of dangerous communicable diseases ([MCL 380.1169](#) and [380.1170](#)).

- If the school board adopts the Michigan Model for Health, only a module checklist is required.
- Physical education curriculum is required for each grade or level. Participation in extracurricular athletics at the high school level may constitute successful completion of this requirement ([MCL 380.1502](#)).

Michigan Department of Education Public School Academies Unit  
Curriculum Requirements

**Visual, Performing and Applied Arts**

A written curriculum must be submitted for each visual art, music, dance or theater course offered for each grade or level. The curriculum is required to explicitly indicate alignment to the Michigan Academic Standards. If state standards are not available for a given subject, alignment to national or international standards should be considered and referenced within the document. The standards can be accessed at: [Michigan Merit Curriculum: Visual Arts, Music, Dance, and Theatre](#).

**World Languages**

A written curriculum must be submitted for each world language course offered for each grade or level. World language is required for high school graduation. Students can meet this requirement by completing two years of a world language in grades nine through 12 or by completing an equivalent learning experience in grades kindergarten through eight, meeting all state proficiency requirements. The Michigan World Language Standards and Benchmarks can be accessed at: [Michigan Merit Curriculum: World Languages Standards and Benchmarks](#).

**Technology and Online Learning Experience**

A written curriculum must be submitted for each technology course offered for each grade or level. Technology curriculum must align to the Michigan Integrated Technology Competencies for Students (MITECS) 2017. These standards can be accessed at: [Michigan Integrated Technology Competencies for Students](#).

- If the online learning experience requirement for high school graduation is integrated into courses, submit documentation showing fulfillment of the online learning experience.

**ADDITIONAL RESOURCES**

Common Core State Standards Initiative / [www.corestandards.org](http://www.corestandards.org)

Michigan Department of Education Public School Academies Unit  
Curriculum Requirements

Academy	Michigan Virtual Charter Academy
Curriculum Contact	Randy Rodriguez
Title	Executive Director
Email	rrodriguez@k12.com
Phone	616-309-1600

**Elementary Courses:**

Indicate all subjects/courses that will be offered, changing the course title to reflect the Academy courses.

- Mark with an "X" the grade or level the course will be offered.
- A written curriculum must be submitted for each course that is offered at the Academy.
- Non-core courses are not required to be included on the course matrix for kindergarten through eighth grade.

Course	K	1	2	3	4	5	6	7	8
English Language Arts	X	X	X	X	X	X	X	X	X
Mathematics	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X	X
Health	X	X	X	X	X	X	X	X	X
Physical Education	X	X	X	X	X	X	X	X	X
Art	X	X	X	X	X	X	X	X	X
World Language				X	X	X	X	X	X

**High School Courses**

Indicate all subjects/courses that will be offered including the grade offered, adjusting course names to reflect Academy offerings. A written curriculum must be submitted for each course that is offered at the Academy. Michigan Merit Curriculum minimum requirements are identified on the below course matrix. Additional lines should be added, as needed.

\*If students are not required to take a course at a specific grade level, indicate by using the word "any."

\*\*Virtual Courses are any courses that are delivered using a web-based provider. List the course titles (attach additional pages as necessary); provide a password and login for verification.

\*\*\*Off-Campus Courses: List the titles of all off-campus offerings (attach additional pages as necessary); submit a course description document with the curriculum submission.

Michigan Department of Education Public School Academies Unit  
Curriculum Requirements

Course Name	Grade*	Course Name	Grade*
<b>ENGLISH (min 4)</b>		<b>WORLD LANGUAGE (min 2)</b>	
<b>English 9:</b> Summit Eng. 9 (Eng. 108 & 109 Honors)	9th	Spanish 1 A & B (.5 each semester)	any
<b>English 10:</b> Summit Eng. 10 (Eng. 208 & 209 Honors); Mythology & Folklore	10th	Spanish 2 A & B (.5 each semester)	any
<b>English 11:</b> American Literature (Eng. 303 & 304 Honors); Multicultural Literature	11th	Spanish 3 A & B (.5 each semester)	any
<b>English 12:</b> British Literature (Eng. 403 & 404 Honors); Gothic Literature	12th	Spanish 1 Credit Recovery (106A and 106B)	any
Creative Writing A & B (ELA elective)	9 <sup>th</sup> - 12 <sup>th</sup>	French I & II (0.5 each semester)	9-12
<i>*each course is .5 each semester</i>			
<b>MATHEMATICS (min 4)</b>		<b>VISUAL, PERFORMING &amp; APPLIED ARTS (min 1)</b>	
Algebra I	9th	Music Appreciation A & B (.5 each)	any
Geometry	10th	Art in World Cultures (.5)	any
Algebra II	11th	Fine Art A & B (.5 each semester)	any
*4 <sup>th</sup> year math credit – identify course(s)		Digital Photography 1 & 2 (.5 each semester)	any
Consumer Math A & B (0.5 each semester)	11-12	Fashion Design (.5)	any
Pre-Calculus I & II (0.5 each semester)	11-12	Interior Design (.5)	any
Calculus I & II (0.5 each semester)	11-12		
Probability & Statistics (0.5)	11-12		
Personal Finance (0.5)	11-12		
<b>SCIENCE (min 3)</b>		<b>VISUAL, PERFORMING &amp; APPLIED ARTS (min 1)</b>	
Biology A & B (.5 each semester) (Honors option)	9 <sup>th</sup>	(DUPLICATED)	
Physical Science, Chemistry or Physics A & B (.5 each semester)	10 <sup>th</sup>		
Earth Science A & B (.5 each semester)	11th		
*4 <sup>th</sup> year science credit – identify course(s)			
Forensic Science (.5/semester)	any		
Anatomy & Physiology 1 & 2 (.5 each semester)	any		
Veterinarian Science (.5/semester)	any		
Health Sciences 1 & 2 (.5 each semester)	any		
Astronomy 1 & 2 (.5 each semester)	any		
Science Credit Recovery (Biology A & B, Physical Science A & B, Earth Science A & B)			



Michigan Department of Education Public School Academies Unit  
Curriculum Requirements

<b><i>SOCIAL STUDIES (min 3)</i></b>		<b><i>OTHER (Electives)</i></b>	
US History A & B (.5 each semester) (Honors option)	9th	Reaching Your Academic Potential (.5)	any
World History A & B (.5 each semester) (Honors option)	10th	Cybersecurity (.5)	any
Civics/Government (.5)	11th	Computer Literacy (.5)	any
Economics (.5)	11th	Computer Science 1 A & B (.5 each semester)	any
Social Studies Credit Recovery (US History A & B, World History A & B, Government, and Economics <i>each</i> .5)	any	3D Modeling 1 & 2 (.5 each semester)	any
Sociology I (.5) & Sociology II (.5)	any	Digital Media (.5)	any
Psychology (.5)	any	ELA Credit Recovery (Eng. 106, 206, 306, & 406)	any
AP Psychology (1)	any	Game Design for Chromebook (0.5)	10-12
Contemporary World Issues (.5)	any	Culinary Arts I & II (.5 each semester)	10-12
Anthropology (.5)	any	Marketing I & II (.5 each semester)	10-12
Archaeology (.5)	any	Accounting I & II (0.5 each semester)	10-12
Law & Order (.5)	any	Image Design (.5 each semester)	11-12
Principles of Public Service (.5)	any	Achieving Your Career & College Goals (.5 each semester)	11-12
		Entrepreneurship I & II (.5 each semester)	11-12
		International Business (.5)	11-12
		Sports & Entertainment Marketing I & II (0.5 each semester)	11-12
		Early Childhood I & II (0.5 each semester)	11-12
		Hospitality & Tourism (0.5)	11-12
		Python Programming I & II (0.5 each semester)	11-12
		C++ Programming I & II (0.5 each semester)	11-12
<b><i>PHYSICAL EDUCATION &amp; HEALTH (min .5)</i></b>		<b><i>VIRTUAL COURSES**</i></b>	
Physical Education (.5)	9		
Health (.5)	9		
Personal Fitness (.5)	any		
Nutrition (.5)	any		
		<b><i>OFF CAMPUS COURSES***</i></b>	



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## MVCA CURRICULUM EXHIBIT

## CURRICULUM

Sequence Documents, Course Lists, and Course Catalogs

Sequence documents, course lists, and course catalogs of Stride K12 courses and further program documents specific to MVCA can be found by following the links below.

[Michigan \(MVCA\) Curriculum Alignment Inventory](#)

[K-5 Course Catalog](#)

[K-5 Course List](#)

[6-8 Course Catalog](#)

[6-8 Course List](#)

[HS Course Catalog](#)

[HS Course List](#)

The Academy has chosen a curriculum developed by Stride K12.

Stride K12 is a technology-based education company that provides curriculum and educational services for online delivery to students in grades K-12. Founded in 2000, Stride, Inc. (formerly K12, Inc.) has provided over 2 million courses- core subjects, AP®, world languages, credit recovery, and electives - to more than 200,000 students worldwide.

Stride's mission is to help learners of all ages reach their full potential through inspired teaching and personalized learning. Since their inception in 2000, Stride has developed curriculum and online learning platforms that promote mastery of core concepts and skills for students of all ability levels. Their approach combines cognitive science with individualized learning.

The design, development, and delivery of K12's curriculum is grounded in a set of guiding principles that promote critical thinking and problem-solving skills to prepare students for the demands of the 21st Century. K12 uses "big ideas" in every subject area to organize the explicit learning objectives for each course. K12 content experts have developed a clear understanding of those subjects and concepts that are often difficult for students to grasp. Greater instructional effort is focused on the most important concepts (the biggest ideas) and on the most challenging concepts and skills (as revealed by experience and research). K12 uses existing research, feedback from parents and students, and experienced teacher judgments to determine these priorities and to modify K12's learning systems to guide the allocation of each student's time and effort.

## ALIGNED TO THE COMMON CORE STATE STANDARDS

The K12 curriculum aligns to the Common Core State Standards, the Next Generation Science Standards, and the iNACOL National Standards for Quality Online Courses. The objectives are crafted from educational research, state and national standards, and deep content expertise. Each course clearly identifies the objectives to be mastered in each lesson, unit, and semester. The lesson objectives are clearly defined in each unit and lesson on the learning platform in the Lesson Resources section. MVCA works closely to ensure courses, units, and lesson are aligned to the individual standards within each grade level. Refer to the Michigan Curriculum Alignment Inventory to view a full list of alignment documents and timeline.

### Engagement

Live web-based teacher-student interactions provide for 1:1 and/or group learning. These activities generate opportunities for student communication through remediation, practice, critical thinking, short projects, and more.

Several types of multimedia are standard in the K12 curriculum and used strategically to engage different learning intelligences, particularly visual and kinesthetic learners who are often harder to engage through traditional teaching methods.

- Audio: maximize the learner's ability to process information without being overwhelmed by visuals
- Photographs/illustrations: help represent, organize, and interpret the content
- Animations/interactive activities: used to segment content, personalize learning, promote interaction, and show relationships
- Videos: used as concrete modeling of behavioral learning objectives

As an example of interactive activities, many K12 science courses include interactive virtual labs (vLabs). The vLabs offer highly engaging online experiments that enable students to demonstrate the scientific method, test a hypothesis, witness various outcomes, and examine sources of error. Course vLabs can be used to reinforce concepts learned in the hands-on labs or, when appropriate, supplement or replace certain onsite labs.

### Innovative Games

Enhancements to the Stride K12 K-8 curriculum include a variety of innovative games embedded in the courses – full “stand-alone” but instructionally integrated games in over 500 locations throughout core subjects in grades K-8—plus countless smaller, game-like interactives. The Stride K12 inventory of games is growing each semester.

xGerms Computational Fluency: Features colorful germ characters and a fun laboratory theme  
Spell-n-Stack: Arcade style drill game



### Mobile Applications

Stride K12 has also launched mobile applications for iOS and Android devices which are available free to download from iTunes and Google Play. The mobile applications are in addition to the curriculum and are designed to allow students to practice skills at any time.

- K12 Choc-It-Up: Play fun games, collect chocolate, and stock the Choc-It-Up store with yummy treats. Choc-It-Up is a game for practicing number, letter, shape, and color recognition.
- K12 Classics A Lite: Read and listen to classic stories and plays for young readers. K12 Classics A-Lite includes illustrated versions of "Stone Soup," "The Tortoise and the Hare," "The Poor Man's Reward," and several more from K12's First Grade Language Arts course.
- K12 Classics B Lite: Read and listen to classic stories and plays for young readers. K12 Classics B-Lite includes illustrated versions of "Pandora's Box," "The Grasshopper and the Ant," "The Boy Who Cried 'Wolf'," and several more.
- K12 Phoneme Videos: Perfect for early readers or language learners, K12 Phoneme Videos let students hear and see American English 44 phonemes—the basic speech sounds that make up words—pronounced correctly by an expert speaker.
- K12 Counting Coins: Counting Coins lets students practice working with U.S. pennies, nickels, dimes, and quarters. Users will be challenged and engaged with four unique activities.
- K12 Money: Money lets students practice identifying and solving math problems with money. Count, match, and make change with coins up to quarters and bills up to \$20. Users will be challenged and engaged with five unique activities and three difficulty levels.
- K12 xGerms Counting: Practice counting up to 50 by capturing hordes of goofy germs. Students will count by 1s and then by 10s, 5s, and 2s. It's the perfect challenge for early learners just learning to count.

### Offline Learning

In addition to the online curriculum, the Stride K12 curriculum provides students with interactive offline learning in several ways:

- Multiple ways to complete questions, self-assessments, and study guides
- A variety of hands-on manipulatives and supplies to encourage investigation and make the course as much about offline learning as online learning

## ELEMENTARY AND MIDDLE SCHOOL CURRICULUM

### (REFERENCES: K-5 COURSE CATALOG/6-8 COURSE CATALOG)

#### Mathematics

- Stride K12's elementary (grades K-5) Math program is designed to establish fluency in arithmetical computation (daily-life, functional math) while also deepening the ability to reason mathematically (conceptual math). A suite of courses collectively called Math+ represents K12's



second generation of research and development into effective approaches in early mathematics instruction and current e-learning instructional design.

- Stride K12's Math courses emphasize an active, multi-sensory approach to ensure that students understand the concrete realities that underlie mathematical concepts. Regular practice and review ensure mastery of basic skills. Embedded online games and animations motivate students and help illustrate concepts, while challenge problems help develop critical thinking skills.
- In Math+ courses, many lesson assessments are linked to backup adaptive lessons for students needing extra practice. The engaging approach features colorful graphics and animation; learning tools, and games; adaptive activities that help struggling students master concepts and skills before moving on; and focused support for Learning Coaches to help their children succeed. From helping younger students make the link between the concrete and the abstract to immersing older students in the symbolic manipulations of Algebra, K12 Math provides a thorough mathematical grounding.

### Language Arts/English

- K12 Language Arts/English courses help students develop important reading and writing skills, while also inspiring a love of literature. Combining Phonics, Literature, Language Skills, and Spelling lessons, the Language Arts/English program emphasizes classic works from a diverse range of cultures and traditions, documentary, and non-fiction texts, and writing as a process, and so prepares students well for standardized tests in the areas of language skills and reading comprehension. Younger children learn the basics of phonics and grammar and prepare for reading through systematic, multi-sensory activities; while older students develop literary analysis and comprehension skills by reading novels and nonfiction works. For students who need remediation, MARK12 Reading uses individualized adaptive technology to improve reading for elementary students reading two or more grades below grade level. The MARK12 Reading program (designed for third through fifth grade students reading at varying degrees below their grade level) provide students with the important foundational skills that so often constitute the root of reading difficulties in upper elementary grades.

### Science

- Stride K12 offers real science for young students. The program balances hands-on experience with systematic study of scientific terms and concepts. Students receive lab supplies and materials that give them a hands-on experience to enhance their understanding of experimental procedures and scientific concepts. Exploring life, earth, and physical sciences in each grade, K12 science nurtures curiosity, analytical skills, and an appreciation of how the world is shaped by ongoing scientific and technological advances.
- Students learn about the human body, plants and animals, rocks and minerals, stars, matter, motion, electricity, magnetism, and much more. Through hands-on experiments, the program helps students develop skills of observation and analysis, and learn how scientists understand



our world, using materials shipped to students in kits. This fundamental instructional practice of applied science has prepared the K12 science courses for the Next Generation Science Standards, with their notable emphasis on applied science in the NGSS's newly explicit engineering strand.

## History

- Stride K12 emphasizes the story in History—a story that includes not only great women and men but also everyday people. With integrated topics in Geography and Civics, K12 History opens young minds and imaginations to far-off lands, distant times, and diverse cultures. The kindergarten History program takes students on a world tour of the seven continents and provides an overview of American History through a series of biographies of famous Americans. The History program in grades 1–4 tells the story of civilization from the Stone Age to the Space Age, while students in grades 5 and up explore major themes and topics in greater depth through survey courses in American and World History. Lessons for state specific history requirements are embedded in Grade XX (as required by the state).
- Art: Following timelines parallel to those of the History lessons, K12 Art lessons introduce students to great works of art from different cultures and eras, while engaging them in creative activity, including painting, drawing, sculpting, and weaving using materials such as oil pastels, crayons, molding clay, plaster, yarn, and more. Students are introduced to the elements of art—line, shape, color—and identify different types of artworks such as portrait, landscape, and still life as they learn about important paintings, sculpture, and architecture. They study the works of famous artists and learn about different artistic movements such as Impressionism and Cubism and explore artistic traditions of diverse lands and cultures. Students also create their own works of art like those they have learned about, such as mobiles, collages, and stained glass.

## MusicK12:

- K12 Music teaches basic music concepts at different, age-appropriate levels, so that all music students have a consistent understanding of the essential concepts governing music. Musical instruments such as a slide whistle and tambourine are included in the K12 materials that students receive. The curriculum builds quickly, in a structured, sensible way. The concepts in the lessons are critical to fostering both music appreciation and music comprehension, an approach that helps students train their ears, voices, and bodies in the fundamental building blocks of music.

## World Languages:

- Stride K12 offers the only online language-learning program designed specifically for students in the lower elementary grade levels. The K12 offering in World Languages, Middlebury Interactive Languages, gives students a choice of World Language courses and helps students to read, write, speak, and listen for meaning in the languages they choose to study, with an overall emphasis on



proficiency. Combining a variety of games, simple narratives, and regular writing and speaking challenges, the World Language program highlights common vocabulary terms and phrases, introducing younger students to a wide range of grammar patterns, while helping older students master numerous grammar principles. Courses prepare students to put their new language to use, incorporating the vocabulary and patterns they have learned.

- In addition, culture lessons challenge younger students to recognize different cultural manifestations, while older students analyze and compare practices and perspectives of various cultures. Because learning a language involves a variety of learning skills, studying a foreign language can enhance a student's ability to learn and function in several other areas. Children who have studied a language at the elementary level score higher on tests in reading, language arts, and math. People who have learned foreign languages show greater cognitive development in areas such as mental flexibility, creativity, and higher order thinking skills, such as problem-solving, conceptualizing, and reasoning.
- In addition to cognitive benefits, the study of foreign languages leads to the acquisition of some important life skills. Because language learners learn to deal with unfamiliar cultural ideas, they are much better equipped to adapt and cope in a fast-changing world. They also learn to effectively handle new situations. In addition, the encounter with cultures different from one's own leads to tolerance of diverse lifestyles and customs and it improves the learner's ability to understand and communicate with people from different walks of life<sup>1</sup>.

## HIGH SCHOOL CURRICULUM

### (REFERENCE: HS COURSE CATALOG)

Whether targeting a top-tier, four-year university, a local community college; or an immediate career, high school students can choose from an array of appropriately paced course offerings to maximize their post-high school success.

Stride K12 courses meet all graduation requirements, and the diversity of electives (from Anthropology to World Languages to Web Design and a new broader array of CTE and STEM courses) is designed both to help students earn their high school diploma and find their own path to post-high school success. Math, English, Science, and History courses are offered in a range of levels (Core, Comprehensive, Honors, and Advanced Placement; see details below). Unlike other programs, where a student must be on a particular "academic path", the K12 program allows students to chart their own course, choosing from several levels of courses designed to match various aptitudes and goals. If a student excels in Math and Science, they may take all Honors courses in those subjects, while choosing from among Core or Comprehensive versions of English and History courses. These multiple course levels prevent students from being "locked in" to one level of a particular subject and reflect and support the natural progress and growth of each student. Foundational and credit recovery courses are offered to meet the needs of diverse learners.



Stride K12 continues to invest in the high school curriculum to improve accessibility and interoperability with mobile devices. Most K12-produced textbooks, reference guides, literature readers, and lab manuals are now offered in a digital, online format (PDFs, eBooks) and are optimized for use with mobile devices. Plus, K12 has launched new mobile applications for iOS and Android devices that are available to download free on iTunes and Google Play. These apps include “K12 Algebra I Study and Review” and “K12 Periodic Table,” which students can use to reinforce course concepts. The catalog of apps is growing quarterly.

By using the K12 high school curriculum, the school allows students to harness the power of individualized learning by choosing from the following levels of Math, English, Science, and History courses:

#### **Core courses**

Topics are broken into discrete modules that are taught in tandem with the framework students need to develop strong study skills. Rich, engaging content with interactive demonstrations and activities help students absorb and retain information.

#### **Comprehensive courses**

Students do more extensive writing and research projects, and tackle problems that require more analytical thinking. Course projects and activities also demand more independent thinking and self-discipline than projects in Core courses.

#### **Honors courses**

Students are held to a greater degree of accountability in which they must show even greater independence and self-discipline. Students synthesize and evaluate information and concepts from multiple sources and read texts typically assigned in college-level courses. Students also demonstrate college-level writing in essays that require analysis of primary and secondary sources, responsible use of evidence, and comprehensive citation of sources. Honors projects—emphasizing duration over time, group and collaborative work, and communication skills—are inspired by the principles embodied in the 21st Century Skills Initiative.

#### **Math**

- K12 high school Math balances mastery of fundamental skills with critical thinking and problem-solving. The program emphasizes an active, research-based approach to ensure that each student understands mathematical concepts, but also can master critical skills. Each course has both online and offline components. Online exploration, narration, and interactive activities help students develop and hone their understanding of key concepts and skills. Online lessons also include worked examples that provide guidance and scaffolding to help students make connections between the concepts and the skills. Some worked examples are narrated by experienced teachers, while others provide students with the ability to interact with a structured, partially completed problem.





- The textbooks (in both offline and digital formats) provide reference information, more worked examples, and robust, well-sequenced problem sets so students can learn by practicing. Each lesson also includes resources that help teachers and mentors support students. Formative assessments come in the form of computer-scored quizzes. Summative assessments include computer-scored as well as teacher-graded components with robust rubrics.
- Many courses are available in various levels including Core, Comprehensive, Honors. Among the math courses offered are Algebra I, Algebra II, and Geometry to meet graduation requirements.

### English

- K12 high school English courses are designed to engage students in reading quality literature, writing in diverse genres, and communicating ideas in a variety of media. All courses, in the Core, Comprehensive, and Honors curricula offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. Students demonstrate their mastery of literal and inferential comprehension and then progress to more complex tasks of literary analysis and interpretation. K12 English courses focus on the craft of writing and the development of oral and written communication skills in standard (formal) English through structured lessons in composition, which include opportunities for teachers to provide frequent feedback so that students may revise and refine their work. By engaging in systematic practice in vocabulary, grammar, usage, and mechanics, and reading comprehension, students hone critical skills which are frequently found in standardized assessments.

### Science

- Stride K12 offers a complete high school curriculum in science. The curriculum includes courses in physical science, biology, earth science, chemistry, physics, and environmental science. Stride K12 science courses provide hands-on exploration: courses have the option to use real materials to conduct scientific laboratory investigations at home. Options also exist to take these courses using virtual laboratories that reflect actual laboratory experience in a virtual setting. Throughout the sweep of K12 high school science courses, students become familiar with, and practice using, science processes and scientific methods. They develop skills in areas such as questioning, hypothesizing, data collection and analysis, and forming scientific conclusions. Each K12 high school science course prepares students for college science courses, not only by providing solid, scientifically accurate content but also by developing laboratory awareness and skills, and by firmly anchoring students in scientific principles.

### World Languages

- World Languages: World Languages are increasingly important in the economy today, and students can take up to four years (including college-level AP) of courses in a variety of World Languages. K12's online language courses include recording technology so students' speaking

ability can be accurately assessed by their teachers. K12 offers a selection of World Languages for high school students that will meet or exceed the graduation requirements.

### Elective Curriculum

K12's core curriculum is enhanced by a wide array of electives that enriches students' education in essential areas—including those identified by the 21st Century Skills and STEM initiatives—and will prepare students well for the world beyond high school. K12's elective curriculum includes courses in:

- Science Electives: Special interests in science can be pursued in Environmental Science, Renewable Technologies, Astronomy, or Forensic Science.
- Social Science Electives: Students interested in the social sciences can elect to explore Anthropology, Psychology, Economics, Civics, Sociology, Family and Consumer Science, Archaeology, or Contemporary World Issues
- Fine Arts: Fine Art, Music Appreciation, and Art History.
- Technology and Computer Science: A variety of technology and computer science courses are offered, ranging from basic Computer Literacy to AP Computer Science. Students may explore career avenues with courses including Digital Art, Image Design and Editing, Audio Engineering, Engineering Design/CAD, C++ Programming, and Web Design. Technology and computer science courses are heavily project-based, and students complete the courses with portfolios of completed work.
- Business: Students are given additional opportunities to explore careers with Introduction to Marketing I and II and Accounting. They can get practical experience in creating budgets, developing long-term financial plans to meet their goals, and making responsible choices about income and expenses with Personal Finance/Consumer Math.
- Health and Physical Education: Students can earn credit and learn essential skills with the courses Skills for Health and Physical Education. Physical Education, which may be repeated for additional semesters as needed to meet state standards, requires daily physical activity, verified by a parent or mentor. Both courses are also available as credit recovery.
- Communications: Students can pursue their interests in communications with courses in Journalism, Public Speaking, or Creative Writing.

### College and Career Readiness

Students are guided through high school with a series of courses called Finding Your Path. These courses, which include K12's school-counseling tool, help students navigate the unique challenges of each year of high school, plan, and meet their goals. Other courses that focus on study skills, school success, and future planning include Reaching Your Academic Potential and Achieving Your Career and College Goals. Students may also get valuable work experience and school credit for projects they design themselves in Service Learning.



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### **Remediation and Credit Recovery**

K12 and its curriculum experts are prepared to meet all students where they are. The K12 curriculum also provides two kinds of courses for struggling students, “at risk” students, and students who have not successfully completed courses required for graduation

- Remediation courses: These courses bring students up to grade level in math and English—guiding them through the skills and knowledge needed for success. Remediation courses evaluate students’ current knowledge and provide the instruction needed for them to successfully continue their studies at a high school level.
- Credit recovery courses: These courses allow students to gain credit for courses they have previously taken and not completed successfully. They include diagnostic unit tests assessing students’ understanding of fundamental content and direct them to review or move ahead accordingly. Fresh, engaging content delivered with new approaches helps students grasp concepts they missed the first time. Designed to provide flexibility in delivering teacher support, these courses include computer- graded assignments and assessments with the option to augment teacher-graded assignments and assessments, as appropriate.



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1 Retrieved from: <https://www.actfl.org/advocacy/what-the-research-shows/what-the-research-shows-about-students%E2%80%99-attitudes-and-language-learning>

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**TERMS AND CONDITIONS**

**OF CONTRACT**

**DATED: JULY 1, 2024**

**ISSUED BY**

**THE BOARD OF EDUCATION FOR THE CITY OF HAZEL PARK SCHOOL  
DISTRICT**

**TO**

**MICHIGAN VIRTUAL CHARTER ACADEMY**

**CONFIRMING THE STATUS OF**

**MICHIGAN VIRTUAL CHARTER ACADEMY**

**AS A**

**SCHOOL OF EXCELLENCE**

**THAT IS A CYBER SCHOOL**



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### **Schedules**

Schedule 1	Charter School Policy adopted December 10, 2018; Method of Selection Policy adopted December 10, 2018; Authorization Resolution adopted January 14, 2019, Re-Authorization Resolution adopted April 15, 2024; Method of Selection, Appointment, and Removal Policy adopted April 15, 2024
Schedule 2	Resolution Retroactively Appointing Academy Board of Directors adopted April 15, 2024; Qualifications of Academy Board Members
Schedule 3	Fiscal Agent Agreement, receipt acknowledged June 24, 2019, and _____, 2024, by the Michigan Department of Treasury, Bureau of State and Authority Finance
Schedule 4	Amended and Restated Academy Articles of Incorporation, Filing Endorsement dated June 17, 2019, and Certificate of Good Standing dated February 28 and July 25, 2019, and _____, 2024

Schedule 5	Academy Amended and Restated Bylaws dated April 22, 2024, certified/ signed by Academy Designee and Authorizer Designee
Schedule 6	Oversight Agreement and Master Calendar of Reporting Requirements (MCRR)
Schedule 7	Description of Educational Program and Educational Goals
Schedule 7d	Curriculum
Schedule 8	Removed-Not Applicable
Schedule 9	Job Descriptions and Staff Responsibilities and Educational Services Provider Agreement between Academy and K12 Virtual Schools LLC.
Schedule 10	Description of Physical Plant, Lease and Occupancy/Inspection Permits
Schedule 11	Student Admission Policy, Criteria and Enrollment Process
Schedule 12	School Calendar and School Day Schedule
Schedule 13	Age and Grade Range of Pupils
Schedule 14	Methods of Pupil Assessment
Schedule 15	Governance Structure and Organizational Chart
Schedule 16	July 25, 2023, Reauthorization Process, Reauthorization Checklist, Reauthorization Questionnaire, Board Policy Certification Form
Schedule 17	Matriculation Agreement (Placeholder)



## **CONTRACT**

Pursuant to the Michigan Revised School Code (“Code”), and in particular being Part 6E, Sections 380.551 through and including 380.561 of the Michigan Compiled Laws, and Act No. 416 of the Public Acts of 1994, The Board of Education for the City of Hazel Park School District (“District Board”) grants a contract confirming the status of a school of excellence which is a cyber school in this State to Michigan Virtual Charter Academy (the “Academy”), a Michigan school of excellence which is a cyber school. The Parties agree that the granting of this Contract is subject to the following Terms and Conditions, and that this Contract is effective as of July 1, 2024.

The State Superintendent of Public Instruction has previously determined that the entity applying for the Contract, as defined below, demonstrates experience in delivering a quality education program that improves academic achievement. In determining whether this requirement has been met, the District Board has referred to the standards for quality online learning established by the national association of charter school authorizers or other similar nationally recognized standards for quality learning.

### **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 school of excellence corporation named Michigan Virtual Charter Academy which was established as a school of excellence that is a cyber school on August 5, 2010, pursuant to a Charter Contract with Grand Valley State University. The Academy has remained in good standing since that date and continuing as evidenced by the Academy’s then authorizer, Grand Valley State University’s September 13, 2018 letter to the Academy Board attached to the Academy’s January 19, 2019 Response to The Board of Education for The City of Hazel Park School District’s Cyber School Application issued on December 10, 2018. The Board of Education for The City of Hazel Park School District initially issued and entered into the Contract with Michigan Virtual Charter Academy dated July 1, 2019, confirming the status of Michigan Virtual Charter Academy as a School of Excellence that is a Cyber School. Michigan Virtual Charter Academy has continued to be a school of excellence that is a cyber school under Michigan law. The Board of Education for The City of Hazel Park School District has approved the re-authorization of the Academy as a school of excellence that is a cyber school for a term of five (5) years, and has issued and entered into this Contract dated July 1, 2024, issued by the Board of Education for The City of Hazel Park School District to Michigan Virtual Charter Academy, confirming the status of

Michigan Virtual Charter Academy as a School of Excellence that is a Cyber School. The Academy is located within The City of Hazel Park School District and Oakland Schools Intermediate School District (“Oakland Schools”), within the County of Oakland. The Academy’s Charter School’s office is located at 1620 E. Elza Avenue, Hazel Park, Michigan 48030. The Academy has administrative offices at 1620 E. Elza Avenue, Hazel Park, Michigan 48030 and 5910 Tahoe Drive SE, Suite 190, Grand Rapids, Michigan 49546. The State Superintendent of Public Instruction has approved the Academy as a continuation of a replication of a high-performing school or program.

- (b) “Academy Board” means the Board of Directors of the Michigan Virtual Charter Academy. “Academy Board Member” means an individual who is a member of the Academy Board, whether in the past, present, or future.
- (c) “Accountability Plan” means a Community District accountability plan established, implemented, and administered by the State School Reform/Redesign Officer under section 390 of the Code, MCL 380.390.
- (d) “Applicable Law” means all state and federal law applicable to a school of excellence organized as a cyber school, including, without limitation, those statutes and regulations set forth in MCL 380.501 through 507) and the Education Department General Administrative Regulations, being 34 CFR Parts 74, 75, 76, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99 as such laws and regulations may be amended.
- (e) “Applicant” means the Board of Directors of Michigan Virtual Charter Academy which is the entity that submitted the School of Excellence Cyber School Application to the District for the continued operation of the Academy by a new authorizer, The Board of Education for The City of Hazel Park School District effective July 1, 2019. Michigan Virtual Charter Academy seeks reauthorization by the Board of Education for The City of Hazel Park School District, effective July 1, 2024, as a school of excellence that is a cyber school and a Contract, effective July 1, 2024.
- (f) “Application” means the School of Excellence/Cyber School Application to the District Board (including all attachments and the executed Assurances pages) in which representations were made to the District Board regarding the program and its operation, which representations were material inducements to the District Board to grant the initial Contract, effective July 1, 2019.

- (g) "Authorizing Body" or "Authorizer" means The Board of Education for The City of Hazel Park School District.
- (h) "Authorizing Resolution" means the resolution(s) adopted by the District Board that, among other things, approve the issuing of a Contract to the Academy to operate as a school of excellence that is a cyber school.
- (i) "Code" means the Michigan Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (j) "Community District" means a community school district created under part 5B of the Code, MCL 380.381, et seq.
- (k) "Conservator" means an individual appointed by the District Board (or designee) in accordance with Section 9.7 of these Terms and Conditions
- (l) "Contract" means, in addition to the definition set forth in Part 6E of the Code, these Terms and Conditions and the Schedules.
- (m) "Cyber school" means a cyber school as defined in Part 6E of the Code.
- (n) "Department" or "MDE" means the Michigan Department of Education.
- (o) "Director" means a person who is a member of the Academy Board of Directors. A Director must be a resident of the State of Michigan and a citizen of the United States.
- (p) "District" means The City of Hazel Park School District, a Michigan general powers school district. References to the District herein shall be read to include its designee, the Superintendent.
- (q) "District Board" means The Board of Education for the City of Hazel Park School District. References to the District Board herein shall be read to include its designee, the Superintendent.
- (r) "District Board Costs" means any cost, over and above the District Administrative Fee imposed upon the School District because of the actions or inactions of the Academy. By way of example and not limitation, District Board Costs include the reimbursements set forth in Article 2.6.
- (s) "District Charter Schools Office" or "District CSO" means the office that this District Board, by issuance of this Contract, hereby

designates as the point of contact for public school academy applicants and public school academies authorized by the District Board (including schools of excellence operating as cyber schools). The District CSO is also responsible for managing, implementing, and overseeing the District Board's responsibilities with respect to the Contract. Absent creation of a separate office, the District CSO shall reside with the District Superintendent's Office.

- (t) "District Charter Schools Office Director" or "District CSO Director" means the person designated by the District Board to administer the operations of the District Charter Schools Office, which shall be the District Superintendent.
- (u) "Educational Service Provider" or "ESP" means an educational management organization as defined under section 553c of the Code, MCL 380.553c, 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 District's Charter Schools Office Director for review as provided in Section 10.13 and has not been disapproved by the District's Charter Schools Office Director.
- (v) "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, or monetary contribution by an Educational Service Provider or other person or entity to, the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (w) "Management Agreement" or "ESP Agreement" means an agreement as defined under section 553c of the Code, MCL 380.553c, that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the District's Charter Schools Office Director for review as provided in Section 10.13 and has not been disapproved by the District's Charter Schools Office Director.
- (x) "Master Calendar of Reporting Requirements (MCRR)" means the compliance certification duties required of the Academy by the District Board. The District Board may amend the MCRR each fiscal year or at such other times as deemed appropriate by the

District CSO Director. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article VIII of these Terms and Conditions.

- (y) “Method of Selection Resolution” or “Policy” means the Policy Statement adopted by resolution of the District Board, as amended from time to time, establishing the method of selection, length of term, number of members of the Academy Board, qualifications of Academy Board members, and other pertinent provisions related to the Academy Board.
- (z) “Relative” means 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, domestic or same-sex partner.
- (aa) “Resolutions” means the Resolution of the District Board establishing Michigan Virtual Charter Academy as a school of excellence that is a cyber school and the Resolution of the District Board reauthorizing Michigan Virtual Charter Academy as a school of excellence that is a cyber school.
- (bb) “Schedules” means the schedules incorporated into and made part of these Terms and Conditions.
- (cc) “State Board” means the Michigan State Board of Education, established pursuant to Article 8, Section 3 of the Michigan Constitution of 1963 and MCL 388.1001, et seq.
- (dd) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology, Management and Budget by Executive Reorganization Order 2015-02, and transferred from the Michigan Department of Technology, Management and Budget to the Michigan Department of Education by Executive Order 2017-05 and codified at MCL 388.1282.
- (ee) “State School Reform/Redesign Officer” means the officer described in Section 1280c (9) of the Code, MCL 380.1280c(9), and authorized to act as the superintendent of the State School Reform/Redesign District under Section 1280c(6)(b) of the Code, MCL 380.1280c(6)(b).
- (ff) “Superintendent” or “District Superintendent” means the Superintendent of The City of Hazel Park School District and shall also include his/her authorized designee.
- (gg) “Terms and Conditions” means this document entitled Terms and Conditions of Contract issued by the District Board of Education.



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, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4 Schedules. All Schedules to this Contract are part of this Contract and incorporated into this Contract as if fully stated herein.

Section 1.5 Statutory Definitions. Statutory terms defined in the Code and as set forth in Applicable Law shall have the same meaning in this Contract.

Section 1.6 Application. The initial Application dated January 10, 2019, submitted to the District Board for the continued operation of the Academy by current management under a Contract issued by The Board of Education for the School District of the City of Hazel Park to the Academy is incorporated into, and made a part of this Contract. In the event there is an inconsistency or dispute between materials in the Application and the Contract, the language or provision in the Contract shall control.

Section 1.7 Reauthorization Process. Review of Michigan Virtual Charter Academy by the Authorizer as set forth in the July 25, 2023, letter from the Superintendent of The City of Hazel Park School District, the attached Reauthorization Checklist and related documents (Schedule 16). The Reauthorization Process as outlined in the Reauthorization Checklist included the following steps: Step 1: official correspondence from Hazel Park Schools to the Academy regarding the reauthorization process; Step 2: On-Site Visitations to review staff, personnel records to ensure compliance with applicable law, and the Educational Program Review to determine the extent to which the Academy has implemented the Educational Program described in the Contract. Step 3: Submission Requirements including but not limited to: Reauthorization Contact Form, Reauthorization Questionnaire, Board Policy Certification Form (Schedule 16) National Standards for Quality Online Programs (iNaCOL) Self-Assessment (Schedule 7d) Organizational Structure (Schedule 15) Curriculum (Schedule 7d) Grade Levels and Maximum Enrollment (Schedule 13) and School Calendar (Schedule 12) among other documents and Schedules for the new (reauthorized Contract), effective July 1, 2024.

Section 1.8 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 Method of Selection, Appointment and Removal of Public School Board of Directors Policy of the Board of Education for The City of Hazel Park School District shall control over any other conflicting language in the Contract; (ii) the Authorizing and Reauthorizing Resolutions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection District Board Policy ; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection District Board Policy and the Authorizing and Reauthorization Resolutions; and (iv) the Restated Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing and Reauthorization Resolutions, and these Terms and Conditions.

**Article II**  
**ROLE OF THE DISTRICT**  
**BOARD OF CONTROL AS AUTHORIZING BODY**

Section 2.1 Independent Status of District. The District Board is an authorizing body as defined in the Code. In approving this Contract, the District Board voluntarily exercised additional powers given to the District under the Code. Nothing in this Contract shall be deemed to be any waiver of the District Board's powers or independent status and the Academy shall not be deemed to be part of the District Board. Since the Academy is not located in a Community District, the District Board is not required to provide accreditation notice to the State School Reform/Redesign Officer under section 552 of the Code.

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

Section 2.3 Method of Selection, Appointment and Removal of Members of the Academy Board of Directors. The District Board adopted a new Policy providing for the method of selection, length of term, number of members, qualification of members, the procedure for removal of members and the names of the initial Academy Board. At any time and in its sole discretion, the District Board may amend the Policy. Upon District Board approval, changes to the Policy shall be automatically incorporated into this Contract and shall be exempt from the amendment procedures under Article VIII of the Terms and Conditions. The District Board has adopted the new Policy which is incorporated into this Contract as Schedule 1.

Section 2.4 Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The District Board has the responsibility to oversee the Academy Board's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the District Board as outlined in this Contract and the MCRR incorporated into this Contract as Schedule 6. In addition, the Academy shall be responsible for the following:

- (a) The Academy shall provide the Superintendent with a copy of the annual educational report no later than thirty (30) days prior to the date required for publication by Applicable Law. To the extent permitted by law, including without limitation the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g; 34 CFR Part 99, the Academy shall submit to the Superintendent copies of reports and assessments concerning educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the CSO Director to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.

- (b) In the event that the Superintendent determines that the Academy's educational outcomes are not meeting the targeted educational goals set forth in the Schedules, or that review is required to help determine if the Academy is meeting the educational goals set forth in the Schedules, the Superintendent, in his/her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to the Superintendent. The Academy shall pay for the expense of the evaluation. In addition, at any time, the Superintendent may require an evaluation of student performance to be selected by and at the expense of the District Board. The Academy shall cooperate with the evaluation including any student testing requirement.
- (c) The Academy shall submit audited financial reports, including auditor's management letters and any exceptions noted by the auditors, to the Superintendent. The reports shall be prepared by the Academy's independent auditor and submitted to the Superintendent simultaneously with the submission of the Academy's audited financial reports to the State of Michigan pursuant to Applicable Law.
- (d) The Academy shall provide the Superintendent with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than June 1. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421, et seq., and for providing all amendments and revisions to the District CSO following Academy Board approval.
- (e) The Academy shall provide to the Superintendent agendas and notice in advance of all Academy Board meetings and minutes of all Academy Board meetings. Minutes shall be provided no later than five (5) days after the approval of such meeting minutes. All notices of special meetings shall be accompanied by an affidavit that the posting was undertaken in accordance with this Contract, the Academy Board's Bylaws and Applicable Law.
- (f) The Academy shall promptly notify the Superintendent (in no event later than within seven (7) calendar days of receipt) of correspondence received from the Michigan Department of Education or State Board of Education that requires a formal response and provide a copy of said response.
- (g) The Academy shall immediately report to the Superintendent (in no event later than within three (3) calendar days of receipt) of any litigation or formal proceedings alleging a violation or violations of

Applicable Law by the Academy, its officers, employees, agents, and/or contractors and/or the ESP, its officers, employees, agents, and/or contractors or subcontractors.

- (h) The Academy shall permit visitation of its facilities and programs at any time by representatives of the District authorized by the Superintendent. No advance notice is required.
- (i) The Academy shall permit examination and/or duplication of any and all records the Academy is required to maintain at any time by representatives of the District authorized by the Superintendent.
- (j) The Academy shall provide certification of its adoption of such policies as the Academy Board deems reasonable and necessary to discharge its functions and to comply with Applicable law.

Section 2.5 District Administrative Fee. The Academy shall pay the District Board an administrative fee of three percent (3%) of the State School Aid, excluding categoricals, received by the Academy for reauthorization of the Academy and the issuance of a Contract beginning July 1, 2024, and terminating on June 30, 2029, unless terminated earlier pursuant to the provisions of the Contract, and for providing oversight of the Contract. The Fee shall be retained by the District Board from each state school aid payment received by the District Board for forwarding to the Academy.

Section 2.6 Reimbursement for District Board Services Associated with Third Party Subpoenas and Freedom of Information Act (FOIA) Requests. If the District Board receives a subpoena from a third party (including the Academy, its counsel, the Academy's ESP or its counsel) demanding the production of Academy documents related to pending litigation or proceedings involving the Academy, the Academy's ESP (or any subcontractor of the ESP or other contractors of the Academy) or any third party, the District Board may charge the Academy for the cost of the services associated with the District Board's response to the subpoena (including actual attorney's fees in fulfilling the request). The Parties agree that the Academy may avoid or reduce the obligation to pay for services by the District Board associated with such responses by timely facilitating production of Academy documents to the requesting party. The Academy further agrees to reimburse the District for otherwise unreimbursed costs incurred by the District in responding to FOIA requests for public records concerning Academy operations.

Section 2.7 District Board as Fiscal Agent for the Academy. The District Board is the fiscal agent for the Academy. The District is hereby authorized to retain any amount owed to the District by the Academy pursuant to this Contract, provided that the District Board shall retain no more than the total of (a) 3% of the State School Aid, excluding categoricals, for its oversight, (b) District Board Costs and/or (c) the costs associated with responding to a subpoena or FOIA request under Section 2.6. For purposes of this Section, the responsibilities of the District, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.



Section 2.8 Authorization of Employment. The Academy may employ or contract with personnel, in accordance with all state law requirements regarding certification and qualifications of certain employees of public schools and individuals assigned under contract to regularly and continuously work under contract for the Academy. The Academy shall make available to the District for its review all licenses, certifications, and other qualifications of Academy personnel required by law (including red-light/green-light letters, as applicable), and shall undertake or cause to be undertaken all criminal background and unprofessional conduct checks required by Applicable Law. If the Academy contracts for personnel with an Education Service Provider, the Academy shall submit a draft of the proposed ESP Agreement to the District CSO for review. The District CSO may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No Management Agreement shall be effective unless and until the agreement complies with Section 10.13 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to: (i) select and engage employees; (ii) pay their wages; (iii) evaluate and dismiss employees; (iv) control the employees' conduct, including the method by which the employee carries out his or her work or (v) contracts to a third-party items (i) through (iv) in this paragraph. Such Third Party shall be governed by the provisions of this contract related to Educational Service Providers. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the District for any purposes. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, 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. The Academy shall be responsible for carrying workers' disability compensation insurance and unemployment insurance for its employees.

Section 2.9 Borrowings by the Academy. Any contract, 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 District Board, or the District. 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 District Board of the District, shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan, or other instrument of indebtedness. The Academy shall not incur indebtedness or borrow money except in accordance with Applicable Law and with the prior notice to and review of the District. It is the Academy's obligation to provide the District with sufficient notice and time to review any and all closing documents prior to any anticipated closing. Failure to do so risks insufficient time for the District to issue non-disapproval of the borrowing in question or to deliver any certificates requested of the authorizing body. The Academy may not levy taxes. Notwithstanding the foregoing, the Academy, only after obtaining prior written non-disapproval of the District Board, may incur debt only as follows:

- (a) Short-term: The Academy may incur temporary debt in accordance with Section 1225 of the Code.
- (b) Long-term: The Academy may borrow money and issue bonds in accordance with section 1351a of the Code and in accordance with part VI of the Revised Municipal Finance Act, 2001 PA 34, MCL 141.2601 to 141.2613.



- (c) An 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. 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 School District of the City of Hazel Park shall ever be pledged for the payment of any Academy instrument of indebtedness. This provision shall be set forth in any Academy resolution authority A Borrowing.
- (d) The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan or The City of Hazel Park School District, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan or The City of Hazel Park School District in any way guarantee, are financially obligated, or are in any way responsible for any agreement, promissory note, contract, mortgage, loan or other instrument of indebtedness entered into by the Academy.
- (e) In the event indebtedness of any sort contemplated by the Academy requires a certificate or certification by the District or the Superintendent, the issuance of such is subject to the sole discretion of the District or the Superintendent as the case may be and it is the Academy's responsibility to provide ample notice of at least sixty (60) days of its need for same to ensure sufficient time for review.

### **Article III**

#### **REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

Section 3.1 Governmental Entity. The Academy shall act exclusively as a governmental entity and political subdivision, and shall delegate none of its governmental functions, including the determination to assert or not to assert governmental immunity under Applicable Law. Pursuant to applicable law, the Academy is a governmental entity of the state.

Section 3.2 Prohibition of Identified Family Relationships. No person shall be a member of the Academy Board if he or she is a Relative of: (A) another member of the Academy Board; (B) an employee, officer or individual with an ownership interest in, officer, policymaking, managerial, administrative, non-clerical or other significant role with, the Academy's ESP or a Relative of such individual; or (C) if he or she works at the Academy or provides contracted services to the Academy or is a Relative of such individual. Additionally, no Relative may directly supervise the position of another Relative. Likewise, prohibitions against holding incompatible public office and against specified conflicts of interest set forth in MCL 15.181 to 15.185, MCL 15.321 to 15.330, and MCL 380.1203, shall be scrupulously observed by the Academy Board, its employees, agents, and contracted services providers.

Section 3.3 Prohibition of Tuition and Religious Affiliation. The Academy shall not charge tuition of any nature and, to the extent disqualified under law, including 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.

Section 3.4 Prohibition of Employment in More Than One (1) Full-Time Position. No individual shall be employed by or at the Academy in more than one (1) full-time position and simultaneously compensated at a fulltime rate for either position.

Section 3.5 Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. To the extent consistent with this Contract and Applicable law, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this State.

#### **Article IV PURPOSE**

Section 4.1 Academy's Purpose. The Academy's purpose is as stated in the Articles of Incorporation as set forth in Schedule 4 attached hereto. Any subsequent change to the Academy's purpose or mission shall be carried out by amendment in accordance with Article VIII of these Terms and Conditions.

#### **Article V CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1 Articles of Incorporation. Unless amended pursuant to Section 8.2 of Article VIII of this Contract, the Restated and Amended Articles of Incorporation of the Academy, as set forth in Schedule 4, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the District Board that Schedule 4 includes all amendments to the Academy's Restated and Amended Articles of Incorporation as of the date set forth above.

Section 5.2 Bylaws. Unless amended pursuant to Section 8.3 of Article VIII of this Contract, the Restated and Amended Bylaws of the Academy, as set forth in Schedule 5 shall be the Bylaws of the Academy. The Academy Board represents to the District Board that Schedule 5 includes all amendments to the Academy's Restated and Amended Bylaws as of the date set forth above.

Section 5.3 Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Restated and Amended Articles of Incorporation and Restated and Amended Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board members as defined in the Authorizing Resolution, or as required by law.

## **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 the Restated and Amended Bylaws. The Academy's Board of Directors shall meet monthly unless another schedule is mutually agreed upon by the Superintendent and the Academy.

Section 6.2 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 District. The District shall not be required to receive any contributions or donations for the benefit of the Academy. If the District accepts contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3 Educational Goals and Programs and Methods of Accountability. The Academy shall pursue the educational goals and programs identified in Schedule 7. Such goals may be amended pursuant to Section 8.1 of Article VIII of this Contract. The Academy shall provide, semi-annually, a report to the District Board of its performance in meeting these objectives. This report shall contain a statement of student growth and achievement as well as the summarized results of all standardized testing administered at the Academy. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. To the extent applicable, the progress of the pupils in the Academy shall be assessed using at least the Michigan Student Test of Educational Progress (MSTEP) or the Michigan Merit Evaluation (MME) under MCL 380.1279g and the internal student assessment administered by the ESP, which is currently Star360.

Section 6.4 Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in Schedule 7d. Any changes to the curriculum shall be by an annual amendment pursuant to Section 8.1 of Article VIII of this Contract and shall follow the standards for quality on-line learning established by the National Association of Charter School Authorizers or other nationally recognized standards for quality on-line learning.

Section 6.5 Staff Responsibilities. Subject to Section 2.8 of this Contract, the District Board authorizes the Academy to employ personnel or to contract with an ESP to provide personnel as outlined in Schedule 9, which shall include copies of any agreement with an ESP or board liaison which the Academy may enter into, job descriptions (including identification of certifications required under Applicable Law) and a schematic or narrative governance structure of the Academy. A teacher who holds appropriate certification according to State Board Rules will be responsible for the following for each course in which a pupil is enrolled:

- (a) Improving learning by planned instruction.
- (b) Diagnosing the pupil's learning needs.
- (c) Assessing learning, assigning grades, and determining advancement; and

- (d) Reporting outcomes to administrators and parents or legal guardians.

Section 6.6 Student Admission Policy, Criteria and Enrollment Process. The Academy shall comply with all student admissions policies, criteria and enrollment processes required by Applicable Law, including reporting requirements of the Department in the form and manner prescribed. A copy of the Academy's student admission policies, criteria and enrollment processes are set forth in the Schedule 11. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the District's CSO that demonstrates the following:

- (a) the Academy has made a reasonable effort to advertise its enrollment openings to all pupils in this State.
- (b) the Academy has made the following additional efforts to recruit pupils who are eligible for special education programs and services or English as a second language services to apply for admission:
  - (i) Reasonable efforts to advertise all enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English-language speaking ability throughout the state; and
  - (ii) Inclusion in all pupil recruitment materials of a statement that appropriate special education services and English as a second language will be made available to pupils attending the Academy as required by law.
- (c) the Academy's open enrollment period was, at a minimum, for a period of at least two weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends. Schedule 10.
- (d) the Academy has given enrollment priority to pupils who reside in the District (as authorizing body); and
- (e) each pupil's family has been offered a computer and a subsidy for the cost of internet access.

The Academy Board shall ensure that, when a pupil enrolls in the cyber school, the pupil and his or her parent or legal guardian are provided with a parent-student orientation. If the pupil is at least age 18 or is an emancipated minor, the orientation may be provided to the pupil only.

The Academy Board will abide by enrollment limits for cyber schools established in the Code or by the MDE, including maximum enrollment limitations based on years of operation. Cyber schools may not enroll any new pupils in the cyber school in a school year that begins after the Department has made a determination that the combined total statewide final audited membership for all pupils in membership in cyber schools exceeds a number equal to two percent



(2%) of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 State Fiscal Year.

Section 6.7 School Calendar/School Day Schedule. The Academy shall comply with all minimum standards for receipt of full funding under the State School Aid Act governing the length of the school term, minimum number of days and hours of instruction, and all holidays and other required commemorative occasions required by Applicable Law. Schedule 12. The Academy agrees to make available to the District's CSO a copy of the Academy's School Calendar/School Day Schedule no later than July 1. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules without the need for an amendment under Article VIII of these Terms and Conditions. In accordance with MCL 380.553a(2)(b), as amended, and the Pupil Accounting Manual, the Academy shall make educational services available to pupils for a minimum of at least 1,098 hours during a school year and ensure that each pupil participates in the educational program for the proportionate number of hours of instruction remaining in the school year based on the date of enrollment. The Academy shall track a pupil's participation through attendance in the educational program offered by the Academy for the proportionate number of instructional hours from the date of enrollment of the pupil.

Section 6.8 Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate grades K-12 and shall offer programs for the grades and ages set forth in its Restated and Amended Bylaws. The Academy may add or delete additional grades in the future, pursuant to Section 8.1 of Article VIII of this Contract. Schedule 13.

Section 6.9 Annual Financial Audit. The Academy shall commission an annual financial audit to be conducted according to generally accepted governmental auditing principles by an independent certified public accountant selected and retained by the Academy Board. The Academy shall submit the annual financial statement audit and auditor's management letter to the District's CSO in accordance with the MCRR. The Academy Board shall provide to the District's CRO a copy of any response to the auditor's management letter in accordance with the MCRR.

Section 6.10 Address and Description of Proposed Physical Plant Rider. The proposed address and physical plant description of the Academy's proposed site or sites is set forth in the Schedule 10. For purposes of this Contract, the Academy shall be in violation of the site requirements set forth in this Contract if the Academy operates at a site or sites without first obtaining the written authorization of the District Board. Following Academy Board and District Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment.

Section 6.11 Reports to the Superintendent. The Academy shall provide the Superintendent with copies of reports and assessments concerning the educational outcomes achieved by all groups of pupils attending the Academy.

Section 6.12 Accounting Standards. The Academy shall at all times comply with accounting standards required by Applicable Law, including generally accepted public sector accounting principles.

Section 6.13 [Reserved].



Section 6.14 Required Contents of Contracts with ESP. The District shall review, and may disapprove any proposed agreement between the Academy Board and an ESP before the proposed agreement is final and valid if, in the sole opinion of the District, such agreements are contrary to Applicable Law or the terms of this Contract. In addition, any ESP agreement must comply with the following:

- (a) The Academy Board must ensure that, at all times during the term of this Contract, any ESP engaged by the Academy maintains comprehensive general liability and umbrella insurance coverage at levels satisfactory to the Superintendent, parallel to those coverages required for the Academy (see Article XI). The insurance coverage required of the ESP shall not be in lieu of the insurance coverage requirements applicable to the Academy. Any policy of insurance maintained by the ESP must include coverage for sexual molestation or abuse, must name the District as an additional, named insured, and shall not be changed, revoked or modified absent thirty (30) days' notice to the Superintendent. The ESP Agreement shall also specify that, in the event the Superintendent modifies the level, type, scope or other aspects of such coverage, then the ESP shall undertake like and similar modifications within thirty (30) days of being notified of such change. The Academy Board shall provide the Superintendent with documentation demonstrating the ESP's compliance with the insurance coverage requirements imposed by this Contract and the Academy Board.
- (b) The Academy Board must ensure that, and the ESP Agreement shall provide that, any ESP performing services at the Academy shall comply with the requirements under this Contract to the extent such ESP is performing services on behalf of the Academy and shall further provide that "The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."
- (c) No provision of the ESP Agreement shall interfere with the Academy Board's duties under the Contract, and the Academy's duties under the Contract shall not be limited or rendered impossible by action or inaction of the ESP.
- (d) No provision of the ESP Agreement shall predetermine the Academy Board's course of action in choosing to assert or not assert governmental immunity.
- (e) The ESP Agreement shall state that all financial, educational and student records pertaining to the Academy are Academy property and that such records are subject to the provisions of Michigan's Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the

Academy's administrative offices. The Academy's ESP may maintain electronic, or paper copies of records and other services provided to the Academy elsewhere, unless prohibited by Applicable Law. All records pertaining to teacher and administrator certification, and a copy of the ESP's employee handbook shall be maintained physically or electronically as required by Applicable Law.

- (f) The ESP Agreement shall state that all of the Academy's financial and other ESP-related records will be made available to the Academy's independent auditor and that the ESP staff will cooperate with said auditor. The Academy shall select and retain the Academy's auditor. The ESP shall not select or retain the Academy's auditor.
- (g) The ESP Agreement must certify that there shall be no markup of costs for supplies, materials or equipment procured by the ESP on the Academy's behalf and that all supplies, materials and equipment procured for the Academy by the ESP shall be inventoried by an acceptable method of inventory and further that an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.
- (h) The ESP Agreement shall state that "If the Academy's Contract issued by the District's Board of Education is revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further action of the parties."
- (i) The ESP Agreement shall contain a provision that states upon termination, the ESP shall work for a specified period of time to transition to a new ESP. There may be a fee set forth for this service.
- (j) The ESP Agreement shall contain a provision that states upon termination, the ESP shall, without charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to the Academy Board or new ESP, as applicable; (iii) organize and prepare student records for transition to the Academy Board or new ESP, as applicable; and (iv) do nothing to interfere, to the extent applicable, with the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing.
- (k) The ESP Agreement shall prohibit the ESP from executing contracts with its staff assigned to the Academy (including by way of example

and not limitation, teachers, administrators, counselors and the like) that contain non-compete agreements of any nature.

- (l) The ESP Agreement shall contain the following provision: “Indemnification of The City of Hazel Park School District. The parties acknowledge and agree that The Board of Education for the City of Hazel Park School District and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. The ESP and the Academy, to the extent permitted by law, hereby promise to indemnify and hold harmless, as third party beneficiaries, The Board of Education for The City of Hazel Park School District and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of The City of Hazel Park School District which arise out of or are in any manner connected with The City of Hazel Park School District’s approval of the Application, the District Board’s consideration of or issuance of a Contract effective July 1, 2019, the District Board’s consideration of the re-authorization of the Academy or the issuance of a Contract, effective July 1, 2024, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance by The City of Hazel Park School District and its Board of Education members, officers, employees, agents or representatives upon information supplied by the Academy or the Educational Management Organization or Educational Services Provider, which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by The City of Hazel Park School District. The Parties expressly acknowledge and agree that The City of Hazel Park School District and its Board of Education members, officers, employees, agents, or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”
- (m) The ESP Agreement shall require all ESP employees working at or on behalf of the Academy to undergo criminal background and unprofessional conduct checks required by Applicable Law.
- (n) The ESP Agreement shall contain a provision requiring the Educational Service Provider to make information available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 7.4 of this Contract and also at least the information that a school district is required to be disclosed under MCL 388.1618 for the most recent

fiscal year for which that information is available. The ESP Agreement shall further provide that "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 553c of the Code, MCL 380.553c, shall have the same meaning in this Agreement."

- (o) The ESP Agreement must contain a provision providing for the early termination or amendment of the ESP Agreement, with no cost or penalty to the Academy, and no recourse to the District or any third party affiliated with or engaged by the District, by the ESP or any subcontracted person or entity of the ESP, in the event the District determines to exercise its prerogative under MCL 380.561(8) and Section 9.3 hereof to reconstitute the Academy by requiring the termination or amendment of the ESP Agreement.
- (p) "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 561 of the Code, MCL 380.561, or (ii) to undergo a reconstitution pursuant to Section 561 of the Code, MCL 380.561, and of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Management Agreement, the parties agree that this Management Agreement shall be amended or terminated to implement the Academy site closure or constitution, with no cost or penalty to the Academy, and the ESP shall have no recourse against the Academy or the District Board for implementing such site closure or reconstitution."
- (q) Additional Required Provisions for Management Agreements. Management Agreements must include provisions that define the following, according to the standards set forth in Contract Schedule 7:
  - 1. Roles and responsibilities of the parties.
  - 2. Services and resources provided by the ESP.
  - 3. Fee or expense payment structure.
  - 4. Financial control, oversight, and disclosure; and
  - 5. Renewal and termination of the agreement.

Section 6.15 District Board Approval of Condemnation. In the event the Academy desires to acquire property pursuant to condemnation, it shall obtain the express written permission of the Superintendent for such acquisition. The Academy shall submit such written request to the District Board 120 days prior to the next regularly scheduled meeting of the District Board. The

District Board reserves unto its sole discretion the determination to act, table or decline to act upon such request.

Section 6.16 Reporting of Total Compensation. The Academy Board shall, upon request, report to the Authorizing Body the total compensation for each Academy employee working at the Academy as required by Applicable Law, or for those ESP employees assigned to work at or on behalf of the Academy that are paid from "Program Expenses."

Section 6.17 Contract Administration. If the Academy employs a Board liaison or contract administrator, it shall specify the role of such contract administrator or Board liaison in Schedule 8 and include a copy of its agreement with same.

Section 6.18 Cyber School Provisions. Because the Academy is a cyber school, it shall also follow the following requirements:

- (a) A teacher who holds appropriate certification according to the state board rule will be responsible for the following for each course in which a pupil is enrolled:
  - (i) Improving learning by planned instruction.
  - (ii) Diagnosing a pupil's learning needs.
  - (iii) Assessing learning, assigning grades, and determining advancement; and
  - (iv) Reporting outcomes to administrators and parents or legal guardians.
- (b) The Academy shall make educational services available to pupils for a minimum of at least 1,098 hours during a school year. The Academy shall track a pupil's participation through attendance in the educational program offered by the Academy for the proportionate number of instructional hours from the date of enrollment of the pupil.
- (c) The Academy shall have maximum enrollment limitations based on years of operation.
- (d) The Academy may not enroll any new pupils in the Academy's program in a school year that begins after MDE determines that the combined total of statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year that exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 fiscal year, unless waived by the Department of Education; and



- (e) The Academy Board shall ensure that every pupil that enrolls, along with his or her parent or legal guardian, are provided with a parent-student orientation. If the pupil is at least 18 or is an emancipated minor, the orientation may be provided to the pupil only.
- (f) The Academy shall offer each pupil's family a computer and subsidize the cost of internet access.

Section 6.19 Academy Monthly Report to MDE Regarding Pupils Enrolled in Online or Distance Learning Program. The Academy Board shall submit a monthly report to MDE, in a form and manner prescribed by MDE, that reports the number of pupils enrolled in the online or distance learning program, during the immediately preceding month.

## **Article VII**

### **COMPLIANCE WITH THE CODE AND OTHER LAWS**

Section 7.1 Compliance with the Code. The Academy shall comply with Part 6E and other parts of the Code that apply to Schools of Excellence operating as cyber schools.

Section 7.2 Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy consistent with the purposes for which the funds were appropriated.

Section 7.3 Open Meetings Act. Pursuant to Section 553(6)(a) of the Code, the Academy Board shall conduct all of its meetings, including committee or other meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Act of 1976, being Sections 15.261 to 15.275 of the Michigan Compiled Laws, as amended, as required.

Section 7.4 Freedom of Information Act. Pursuant to Section 553(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, being Sections 15.231 to 15.246 of the Michigan Compiled Laws, as amended. The Academy Board shall designate a freedom of information act officer to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 7.5 Public Employees Relations Act. Pursuant to Section 553(c) of the Code, the Academy shall comply with the provisions of the Michigan Public Employment Relations Act ("PERA"), Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.216 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy. Collective Bargaining Agreements in effect that impact the employees of the Academy shall be recognized as required by applicable law.

Section 7.6 Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 7.7 Uniform Budgeting and Account Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 7.8 Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing of money and issuance of bonds, and in accordance with MCL 380.551(1) and 380.554a(g), the Academy shall comply with Section 1351a of the Code and part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to Section 1351a(4) or Section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the Revised Municipal Finance Act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 7.9 Non-discrimination. Each party shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Persons with Disabilities Civil Rights Act, as amended, being MCL 37.1101 et seq. and Subtitle A of Title 11 of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC 12101 et seq. or any successor law.

Section 7.10 Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies as public bodies and public schools, including but not limited to, MCL 380.1246-49, MCL 15.321 to 15.330, all laws relating to criminal background and unprofessional conduct checks and the terms of this Contract. The Academy Board shall ensure compliance with the requirements of 1968 PA 317, MCL 15.321 to 15.330. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 7.11 Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies as public bodies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

Section 7.12 Matriculation Agreement(s). Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the District's CSO for review. Any matriculation agreement entered into by the Academy shall be added as Schedule 17 through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to the matriculation agreement.

Section 7.13 Posting of Accreditation Status. The Academy shall timely post notice to the Academy's homepage on its website disclosing the accreditation status of each school in accordance with Section 1280e of the Code, MCL 380.1280e.

Section 7.14 Academy Site is Former Site of Closed Community School District School: State School Reform/Redesign Officer Approval Required. If the Academy's proposed site is located within the geographical boundaries of a Community District and is a site that was a former site of a Community District school closed by the State School Reform/Redesign Office within the last three (3) years, then the District Board shall not issue the Contract unless (a) the new Academy site has a substantially different leadership structure and curricular offering than the previous Community District school that operated at the site; and (b) the State School Reform/Redesign Officer has approved the Academy's use of the site. A copy of the State School Reform/Redesign Officer's approval shall be provided to the Charter Schools Office as part of the application process. \

Section 7.15 Certifications. The Academy shall use certificated teachers according to state board rule. The Academy may use non-certificated teachers as the law allows. The Academy shall use certified administrators and chief business officials pursuant to applicable law, including superintendent, principal, assistant principal, or other person whose primary responsibility is administering instructional programs. Subject to the exceptions stated above, Academy staff shall be properly certified, licensed and have the necessary credentials for the position in accordance with applicable law. Uncertified staff may be used only in accordance with applicable law.

Section 7.16 Transparency Reporting. The Academy shall collect, maintain, and make information concerning its operation and management available to the District on a disc or hard drive and in the same manner as is required by state law for a public school district, including at least the following:

- (a) a copy of this Contract and all attachments, schedules, and amendments.
- (b) a list of all currently serving members of the Academy Board of Directors, including their names, addresses and terms of office.
- (c) copies of all policies approved by the Academy Board of Directors.
- (d) all board materials, agendas, formal resolutions and minutes (excluding minutes kept of closed session meetings maintained according to the Open Meetings Act) of all regular and special meetings of the Board of Directors of the Academy.
- (e) a copy of the budget, and any amendments thereto, approved by the Academy Board of Directors.
- (f) copies of all bills paid for amounts of \$10,000.00 or more in the form that they are submitted to the Academy Board.
- (g) quarterly financial reports submitted to the District.
- (h) a current list of all teachers and school administrators working at the Academy, including their individual salaries (as submitted to the registry of educational personnel), copies of their teaching or school

administrator's certificates or permits (as applicable), evidence of compliance with the criminal background and unprofessional conduct checks required by the Code.

- (i) copies of all leases for equipment used at the Academy.
- (j) copies of all management or service contracts approved by the Academy Board of Directors.
- (k) all health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspections, boiler inspection and food service.
- (l) any management letters issued as part of the Academy's annual audit.
- (m) copies of all of the information required by Sections 1249 and 1249b of the Code (MCL 380.1249, 1249b) about the evaluation tool(s) used for the performance evaluation system for teachers and administrators employed by or working at the Academy; and
- (n) all other information required by applicable law.

The District shall ensure that that necessary information is posted on the Academy's website in accordance with Applicable Law.

## **Article VIII AMENDMENT**

Section 8.1 Process for Amending the Contract. Either Party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The District Board will review and, if appropriate, approve changes or amendments to this Contract. The Contract shall be amended by the Academy upon notification by the District Board.

Section 8.2 Process for Amending Academy Articles of Incorporation. The Academy, by a majority vote of its Board of Directors, may at any time, propose specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revisions to the Articles of Incorporation. The proposal will be made to the District Board through its designee. The District Board will review and, if appropriate, approve of changes or amendments to the Articles of Incorporation.

The District Board may, at any time, require specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revision. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to the Articles of Incorporation.

Amendments to the Articles of Incorporation take effect only after they have been approved by the Academy Board and by the District Board and filed with the Michigan Department of Licensing and Regulatory Affairs, Corporation, Securities and Land Development Bureau. In



addition, the Academy shall file with the amendment a copy of the District Board's or its designee's approval of the amendment. Upon receipt of the filed amendment, the Academy shall forward a copy of the filed amendment to the District CSO. The filed amendment shall be automatically incorporated in Schedule 4 of this Contract upon receipt of the amendment by the District CSO.

If the District identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract.

Section 8.3 Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the District's CSO, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract or Applicable Law. If at any time the District identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, that provision of the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 5 of the Contract upon receipt by the District CSO of a duly authorized Academy Board Bylaw change made in accordance with this Section 8.3

Section 8.4 Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved as required by applicable provisions of this Contract. If any proposed amendment conflicts with any of the District Board's general policies on public school academies, including schools of excellence that are a cyber school, the proposed amendment shall take effect only after approval by the Academy Board and the District Board.

Section 8.5 Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the District Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the District Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 8.6 Emergency Action on Behalf of District 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 District Board. An emergency situation shall be deemed to occur if the District Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next board meeting of the District Board. Upon the determination that an emergency situation exists, the District Charter Schools Office Director may temporarily take action on behalf of the District Board with regard to the Academy or the Contract, so long as such action is in the best interests of the District Board and the District Charter Schools Office Director consults with the District Board President prior to taking the intended actions. When acting during an emergency situation, the District Charter Schools Office Director shall have the authority to act on behalf of the District Board, and such emergency action shall only be effective in the interim before the



earlier of (a) rejection of the emergency action by the District Board President; or (b) the next meeting of the District Board. The District Charter Schools Office Director shall immediately report such action to the District Board President for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the District Board, becomes permanent.

## **ARTICLE IX ENFORCEMENT AND REVOCATION**

Section 9.1 Grounds and Procedures for Termination by Academy Board. At any time and for any reason, the Academy Board may terminate this Contract with required notice to the District. The Academy Board shall provide written notice of intent to terminate the Contract to the District Charter Schools Office Director not less than six (6) calendar months in advance of the intended effective date of termination. The District Board, in its sole discretion, may waive the six (6) months' notice requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written notice of intent to terminate.

Section 9.2 Termination by District Board. The District Board may terminate this Contract before the end of the Contract Term as follows:

- (a) Termination Without Cause. Except as otherwise provided in subsections (b), (c), or (d), the District Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than six (6) calendar months from the date of the District Board's resolution approving such termination. The District Charter Schools Office shall provide written notice of the termination to the Academy. If during the period between the District Board's action to terminate and the effective date of termination the Academy violates, or is found to have violated, the Contract or Applicable Law, the District Board may elect to initiate suspension or revocation of the Contract as set forth in this Article IX.
- (b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the District Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the District Board to make changes in the Contract that are not in the best interest(s) of the District Board or District, then the District Board may terminate the Contract at the end of the Academy's school fiscal year in which the District Board's decision to terminate is adopted. For purposes of this Section, a change in Applicable Law includes without limitation the following:

- (i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer or appointing a Chief Executive Officer to take control of the Academy site(s); or
  - (ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code; or
  - (iii) the imposition of a school improvement plan by the State School Reform/Redesign Officer following the rescission of the State's Automatic Closure Notice, as defined in Section 9.8.
- (c) Termination Caused by Failure to Secure a Facility. If the District Superintendent determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board has lost its right to occupancy of the physical facilities described in Section 6.10, 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, then the District Board may terminate this Contract as of the last day the Academy has occupancy rights to its existing facility. Prior to termination, the District Board shall work with a school district or another public school, or with a combination of these entities, to facilitate a smooth transition for the affected pupils.
- (d) Automatic Termination Caused by Placement of Academy in State School Reform/Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the District Board may terminate this Contract at the end of the current school year.

The revocation procedures in Section 9.6 shall not apply to a termination of this Contract under this Section.

Section 9.3 Contract Suspension. The District Board's process for suspending the Contract is as follows:

- (a) District CSO Director Action. If the District CSO Director determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of Academy staff and/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 Section 6.10, 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 10, or (v) has willfully or intentionally violated this Contract or Applicable Law, the District CSO Director may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 9.5(e) or (f), the District CSO Director is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 9.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the ground(s) for suspension, shall be sent to the Academy Board and to the Hearing Panel, if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 9.6 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 District Board after a decision by the District Board President to suspend the Contract, may be retained by the District Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- (c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the District CSO 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 9.6(f) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the timeline for revoking the Contract, provided that notice of the revocation hearing shall be provided to the District 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 the revocation of the Contract. The District Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 9.6(h) and (i).

Section 9.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 9.8, this Contract may also be revoked by the District Board upon a determination by the District Board, pursuant to the procedures set forth in Section 9.6 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 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 or demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 9.5 Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 9.4 and the grounds for an automatic revocation of the Contract set forth in Section 9.8 the District Board may revoke this Contract, pursuant to the procedures set forth in Section 9.6, upon a determination that one or more of the following has occurred:

- (a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit.
- (b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year.
- (c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract.
- (d) The Academy files amendments to its Articles of Incorporation with the appropriate state agency without first obtaining District Board (or Designee) approval.
- (e) District discovers grossly negligent, fraudulent or criminal conduct by the Applicant, or the Academy's directors, officers, employees or agents in relation to their performance under this Contract.
- (f) The Applicant, or the Academy's directors, officers, employees or agents have provided false or misleading information or documentation to the District Board in connection with the District Board's approval of the Application, the issuance of the initial Contract, the successor Contract as part of the reauthorization of the Academy, or the Academy's reporting requirements under this Contract or Applicable Law.
- (g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the District Board; or

- (h) The District Board, its trustees, officers, employees, agents or representatives are not included as third-party beneficiaries under any Educational Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.14 of the Terms and Conditions.

Section 9.6 District Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 9.8, or the termination of Contract by the District Board in Section 9.2, the District Board's process for revoking the Contract is as follows:

- (a) Notice of Intent to Revoke. The Charter Schools Office Director, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- (b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Office Director and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and timeline for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Office Director prior to a review of the Academy Board's response.
- (c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the Charter Schools Office Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of



Correction, the Charter Schools Office Director is permitted to adopt, modify, or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the Charter Schools Office Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the Charter Schools Office Director shall notify the Academy Board, in writing, of such withdrawal.

- (d) Plan of Correction Shall Include Conditions to Satisfy District Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the Charter Schools Office Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one (1) of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy Board's authorization to contract with an Educational Service Provider; or (iv) the appointment of a new Academy Board of Directors or a receiver to take over operations of the Academy. The Charter Schools Office Director shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under Section 1280c of the Code.
- (e) Reconstitution of the Academy does not prohibit the State School Reform/Redesign Officer from issuing an order under Section 561 of the Code, MCL 380.561, directing the automatic closure of the Academy's site(s). If, however, the Academy is located within the boundaries of a Community District and an Accountability Plan is in place, the Charter Schools Office Director shall notify the State School Reform/Redesign Officer of the Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not subject to automatic closure by the State School Reform/Redesign Officer under the Accountability Plan.
- (f) Request for Revocation Hearing. The Charter Schools Office Director may initiate a revocation hearing before the District Charter Schools Hearing Panel if the Charter Schools Office Director determines that any of the following has occurred:

- (i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 9.5(b).
- (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive.
- (iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools Office Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Office Director determines that a Plan of Correction cannot be formulated.
- (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law.
- (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 9.5(c).
- (vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
- (vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

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

- (g) Hearing before District Charter Schools Office Hearing Panel. Within thirty (30) days of the date 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 District Charter School 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 request of the Charter Schools Office Director for Contract revocation, and to make a recommendation to the District Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Office Director. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the District and the Academy. The Charter Schools Office Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their respective presentations to the Hearing Panel. Each party is permitted to submit affidavits and exhibits in

support of their respective positions, but the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the Charter Schools Office Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the District Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadlines set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the District Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the District Board.

- (h) District Board Decision. If the Hearing Panel's recommendation is submitted to the District Board at least fourteen (14) days before the District Board's next regular meeting, the District Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The District Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The District Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The District 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 District Board's decision shall be provided to the District Charter Schools Office, the Academy Board, and the Michigan Department of Education.
- (i) Effective Date of Revocation. If the District Board votes to revoke the Contract, the revocation shall be effective on the date of the District Board's act of revocation, or at a later date as determined by the District Board.
- (j) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the District Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the District Board to revoke the Contract, may be held by the District Board and returned to the Michigan Department of Treasury. Provided, however, that the District shall forward to the Academy the current fiscal year allotment of State School Aid received from the state as fiscal agent for the Academy prior to contract revocation consistent with Section 101 of the State School Aid Act, MCL 388.1701, and reimbursement of categorical expenditures incurred prior to the effective date of revocation.
- (k) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the

Hearing Panel to revoke the Contract, or a decision by the District Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 9.7 Appointment of Conservator. Notwithstanding any other provision of the Contract, when the District Board President determines that conditions or circumstances exist to lead the District Board President to believe that the health, safety, or welfare of the Academy students, property, or funds is at risk, the District Board President may take immediate action to appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the power of a Board of Directors of a school of excellence and act in the place and stead of the Academy Board. The District Board President shall appoint the conservator for a definite term which may be extended in writing. During this appointment, the Academy Board members are suspended, and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the District Board for final determination at its next regularly scheduled meeting. During the period of Appointment, the Conservator shall have the following powers:

- (l) take into his or her possession all Academy property and records, including financial, board, employment and student records.
- (m) institute and defend board actions by or on behalf of the Academy.
- (n) 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.
- (o) hire, fire, and discipline employees of the Academy.
- (p) settle or compromise with any debtor or creditor of the Academy, including any taxing authority.
- (q) 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
- (r) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

Section 9.8 Automatic Amendment of Contract; Automatic Closure/Revocation by State of Michigan; Economic Hardship Termination. If the District Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6E (Section 561(5)) of the Code, MCL 380.561(5), ("State's Automatic Closure Notice"), then this Contract shall be automatically 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 be automatically terminated/revoked at the end of the current school year in which the State's Automatic Closure Notice is received without any further action of the District Board or the Academy. The District Board's revocation procedures set forth in Section 9.6 do not apply to an automatic termination/revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the District Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in the State's Automatic Closure Notice, then wind-up and dissolution of the Academy corporation (school of excellence 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"), shall be directed to the Department in the 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 Authorizer, 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 Authorizer's Charter Schools Director, determines, in his or her discretion, that the closure of one or more site(s) 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 Office Director may recommend to the District Board that the Contract be terminated/rescinded at the end of the current school year without further action of the parties.

All Academy inquiries and requests for reconsideration of the state's Automatic Closure/Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

The District Board's revocation procedures in Section 9.6 do not apply to an automatic termination initiated by the State's Automatic Closure Notice or Economic Hardship Termination under this Section 9.8.

Section 9.9 Material Breach of Contract. If the District Board receives notice that (i) an order has been issued by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, or (ii) an order is issued by the State School Reform/Redesign Officer appointing a Chief Executive Officer to take control of any Academy site pursuant to Section 1280c(7) of the Code, MCL 380.1280c(7), the Charter Schools Office Director may, at his or his discretion, determine that the issuance of such an order constitutes a material breach of this Contract. If the Charter Schools Office Director determines that the issuance of such an order constitutes a material breach of this Contract, the Charter Schools Office Director shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the District Charter Schools Office Director. In addition to other matters,



the corrective action plan shall include the Academy's redesign plan, if applicable, prepared pursuant to Section 1280c of the Code.

The development of a corrective action plan under this Section 9.9 shall not in any way limit the rights of the District Board to terminate, suspend or revoke this Contract. If the Charter Schools Office Director determines that the Academy is unable to develop a corrective action plan that can remedy the material breach and that is acceptable to District, the Charter Schools Office Director shall recommend that the District Board terminate the Contract at the end of the school year. If the District Board approves to terminate the Contract under Section 9.8, the Contract shall be terminated at the end of the current school year, without any further action of either party. If this Contract is terminated pursuant to this Section 9.9, the termination and revocation procedures in Sections 9.2 and 9.6 shall not apply.

Section 9.10 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 for Oakland County, the Michigan Court of Claims, or the United States District Court for the Eastern District of Michigan. The Parties hereby irrevocably accept for themselves, and in respect to 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 part, 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 convenience or to object to venue to the extent any proceeding is brought in accordance with this Section 9.10. This Section 9.10 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 10.7 of these Terms and Conditions.

## **ARTICLE X PROVISIONS RELATING TO CHARTER SCHOOLS**

Section 10.1 Student Conduct and Discipline. In accordance with Section 1312(8) of the Code, MCL 380.1312(8), the Academy Board shall develop and implement a code of student conduct and shall enforce its provisions with regard to pupil misconduct in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school sponsored activity or event, whether or not it is held on school premises.

Section 10.2 Employment Qualifications for Classroom Teachers. The Academy shall employ (or require that any Management Company assigns to the Academy) teachers that are properly certified, licensed, permitted, or endorsed, as required by Applicable Law. The Academy shall use certificated teachers according to state board rule. The Academy may use non-certificated teachers as the law allows.

Section 10.3 Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative. The Academy shall comply with the Code concerning criminal history checks and criminal background checks for all employees or individuals assigned to regularly and continuously work under contract in the Academy. For purposes of this provision, the terms "in the Academy" and "at school", as defined by way of example in Sections 1230(15)(a) and 1230a(15)(a) of the Code (MCL 380.1230(15)(a) and

380.1230a.(15)(a)), shall include the provision of instructional or counseling services to pupils or related and auxiliary services to special education pupils through online learning or otherwise on a computer or other technology, which instruction and learning may be remote from a school facility. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment or seeking to be assigned to regularly and continuously work under contract in the Academy.

Section 10.4 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 141.121, 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 Public 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, revision, or amendment, 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 budget that creates a Fund Balance Deficit, 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 Fund Balance Deficit, incur a Fund Balance Deficit, or adopt a current year budget that projects a Fund Balance Deficit. If the Academy has an existing Fund Balance Deficit, incurs a Fund Balance Deficit in the most recently completed school fiscal year, or adopts a current year budget that projects a Fund Balance Deficit, all of the following apply:
  - (i) The Academy shall notify the Superintendent of Public Instruction and the State Treasurer immediately upon the

occurrence of the circumstance and provide a copy of the notice to the District Charter Schools Office.

- (ii) Within thirty (30) days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent of Public Instruction 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 District Charter Schools Office.
- (iii) After the Superintendent of Public Instruction approves 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) As required, submit to the Superintendent of Public Instruction and State Treasurer enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.
- (f) The Academy shall, within one (1) business day of receipt, notify the CSO if it receives a notice of probable financial stress.

Section 10.5 Transportation. The Academy Board may enter into contracts with other school districts or other persons, including municipal and county governments to the extent permitted by law, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. The Academy Board shall ensure compliance with Applicable Law, including pupil transportation requirements and criminal background checks.

Section 10.6 Extracurricular Activities and Intramural/Interscholastic Sports. The Academy is authorized to join any organization, association, or league which has as its objective

the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 10.7 Legal Liabilities. The Academy and its Board members acknowledge and agree that they have no authority to extend the faith and credit of the District or to enter into a contract that would bind the District. 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 and Academy Board members hereby covenant not to sue the District or any of the members of its board of education, officers, employees, agents, or representatives for any matters that arise under or are in any way related to this Contract. The District does not assume any obligation with respect to any Academy 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 District or any of the members of its Board of Education, employees, agents, or independent contractors as a result of the issuance, termination, revocation, suspension, or reconstitution of this Contract.

Section 10.8 Lease and Occupancy and Safety Certificates. The Academy shall ensure that all physical facilities comply with all applicable fire, health and safety standards and shall provide to the Superintendent (a) copies of the Academy's lease or deed for the premises in which the Academy shall operate; and (b) copies of all certificates of occupancy and safety which are required by law for the operation of a public school. The Academy shall not conduct classes at any site until the Academy has complied with this Section 10.8. A copy of the Academy's lease or deed and site information, including certificates of occupancy and safety, shall be incorporated into the Schedules. (Schedule 10).

Section 10.9 Students with Disabilities. Pursuant to Section 1701a of the Code (MCL 380.1701a) and Subsections 51a (15) and (16) of the State School Aid Act (MCL 388.1651(a) (15) and (16), the Academy shall comply with federal and state law concerning non-discrimination on the basis of disabilities and the provision of special education programs and services at the Academy.

Section 10.10 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, and shall deposit or invest all surplus funds received by the Academy in a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds belonging to the state under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 10.11 Nonessential Elective Courses. Before providing nonessential elective courses in accordance with Section 166b of the State School Aid Act (MCL 388.1766b), the Academy Board shall obtain a written legal opinion from its attorney on whether Section 166b applies to a cyber school that does not provide courses "at a public school site" and, if so, shall ensure that the Academy has sufficient documentation to qualify for pro-rated pupil membership allocations under the State School Aid Act. The provision (if any) of nonessential elective courses by the Academy shall be incorporated into this Contract as an amendment pursuant to Article VIII of these Terms and Conditions.



Section 10.12 Unprofessional Conduct Check. The Academy shall comply with all sections of the Code concerning unprofessional conduct checks for all staff positions. In the event the Academy contracts with an ESP, the ESP shall comply with same as if it were the Academy and certify such to the Academy and the Superintendent.

Section 10.13 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 the purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. The Academy Board must retain independent legal counsel to review and advise on the negotiation of the Management Agreement. Legal counsel for the Academy shall not represent the ESP or an ESP owner, director, officer, or employee. The Management Agreement must be an arms-length, negotiated agreement between an informed Academy Board and the ESP.

Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the District Charter School Office in a form or manner required by the District CSO. The District Charter School 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 District Charter School Office in the same form and manner as a new Management Agreement.

Section 10.14 Required Provisions for Educational Service Provider Agreements. Any Management Agreement entered into by the Academy must comply with the provisions of such policies as may be implemented, from time to time, by the District Charter Schools Office.

Section 10.15 Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws; the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.330 of the Michigan Compiled Laws; and Section 1203 of the Code, MCL 380.1203. 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 a prohibited conflict of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or paid consultant of 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 as a member of the governing board of another public school; and
- (e) An individual simultaneously serving as an Academy Board member and an employee, official, or consultant of the District.

Section 10.16 Academy Board Legal Counsel. Academy Board legal counsel must be independent of, and not representing the interests of the ESP or any ESP owner, director, officer, or employee.

Section 10.17 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 compensated at a full-time rate for either position.

Section 10.18 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 (Mich. Const of 1963, Art. IX, §1) with the District Charter School Office. The oath must be taken before a justice, judge, or clerk of a court, or before a notary public, MCL 600.1440.

Section 10.19 Information Available to the Public and District.

- (a) Information to be Provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and the District in the same manner and to the same extent as is required for public schools and school districts.
- (b) Information to be Provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including the information in Schedule 6, 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 10.20 Administrator and Teacher Evaluations Systems. The Academy Board shall adopt and implement a policy requiring that a rigorous, transparent, and fair system of performance evaluation and a method of performance based compensation be implemented and maintained for all personnel employed by the Academy or employed by an ESP and assigned under contract to work at the Academy (as defined in Section 10.13 of these Terms and Conditions), as necessary to comply with sections 1249, 1249a, and 1249b, of the Code, MCL 380.1249, 380.1249a, 380.1249b, as amended .provided, however, that in no event shall this Section be construed to require the Academy Board to evaluate the performance of non-employees.

Section 10.21 Student Privacy. In order to protect the privacy of students enrolled at the Academy, and in accordance with MCL 380.1136, the Academy Board shall not:

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

- (i) For students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by The School District of the City of Hazel Park.
- (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 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 School District of the City of Hazel Park.

(b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in 34 CFR 99.3. See: MCL 380.1136(9)(d) and (e).

Section 10.22 Disclosure of Information to Parents and Legal Guardians. The Academy shall comply with the Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. 1232g and the FERPA regulations, 34 CFR 99.3 and Michigan's Protection of Pupil Privacy, MCL 380.1136.

Section 10.23 List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian.

- (a) The Academy shall do all of the following:
  - (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
  - (ii) Develop an opt-out form that lists all of the Uses and allows the student, if 18 years of age, or a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more of the 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, if 18 years of age, or 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(8)(g) and 34 CFR 99.

Section 10.24 Data Breach Response Plan. Within one year after the effective date of the initial Contract, the Academy Board shall design and implement a comprehensive data breach response plan. The data breach response plan should be made available to Academy personnel and any Educational Service Provider contracting with the Academy. The data breach response plan should be updated periodically by the Academy Board to address changes in data threat assessments and changes in applicable state and federal privacy laws.

## ARTICLE XI INSURANCE AND INDEMNIFICATION

Section 11.1 Insurance. The Academy Board shall insure all of the real and personal property of the Academy and shall purchase general liability insurance. The Academy may join with other public school academies to obtain real and personal property and casualty insurance if the Academy Board finds that such an association provides economic advantages to the Academy. The Academy shall list the District on the insurance policies as an additional named insured. In addition, the Academy shall send to the Superintendent copies of its insurance policies. 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.

Section 11.2 Minimum Insurance Coverage. The Academy shall maintain at least the minimum insurance coverages required from time to time by District insurance providers, including but not limiting to, M.U.S.I.C. At the time of execution and the effective date of this Contract, these coverages are as follows, and shall include coverage for sexual molestation and abuse:

- (a) Property insurance covering all of the Academy's real and personal property, whether owned or leased.
- (b) General/Public Liability: Minimum of \$1 million per occurrence, \$2 million aggregate (Occurrence Form); The School District of the City of Hazel Park Additional insured.

- (c) Automobile Liability (Owned and Non-Owned): Minimum \$1 million per accident, The School District of the City of Hazel Park Additional Insured.
- (d) Workers' Disability Compensation: Meeting statutory requirements if without employees; and Employers' Liability insurance with a minimum of \$500,000.
- (e) School Leaders Errors and Omissions (including coverage for sexual molestation and abuse): Minimum \$1 million per occurrence and \$3 million aggregate (Claims Made or Occurrence Form), The School District of the City of Hazel Park Additional Insured.
- (f) Crime (Including Employee Dishonesty): Minimum \$500,000 per occurrence; and
- (g) Employment Practices Liability: Minimum \$1 million per claim/aggregate (Claims made or Occurrence); The School District of the City of Hazel Park Additional Insured.
- (h) Umbrella Coverage: \$3 million per aggregate (Claims made or Occurrence); The School District of the City of Hazel Park Additional Insured

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an "A" best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the District Board and the District on the insurance policies as an additional insured on insurance coverages listed in (b), (c), (e) and (g) above. The Academy shall have a provision included in all policies requiring notice to District, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the District Superintendent copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the District Charter Schools Office an entire copy of the insurance policies. 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.

The Academy understands that the District's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the District to maintain insurance coverage for authorization and oversight of the Academy. In the event that the District'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 District's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3 Additional Insurance Requirements. The Academy agrees that it shall maintain any and all insurance coverage required by the District. The Academy shall purchase additional coverage or policies if requested by the District or required by the District's insurance providers or by law. The Academy agrees to enter into additional agreements regarding indemnification, insurance and subrogation that may be required by the District's insurance providers. The ESP shall purchase, and provide evidence to the District Board, insurance meeting the requirements set forth above (including the inclusion of coverage for sexual molestation and abuse), naming the Academy and the District as additional, named insureds. Any ESP Agreement shall require that such ESP (or employee leasing company) obtain insurance coverage similar to the insurance coverage required of the Academy hereunder.

Section 11.4 Indemnification. The Parties acknowledge and agree that the District, its Board of Education, members, officers, employees and agents are deemed to be third party beneficiaries for purposes of this Agreement. To the extent permitted by law, the Academy hereby promises to indemnify and hold harmless, as third party beneficiaries, the District, its Board of Education (jointly and severally), members, officers, employees, representatives, and agents from all claims, demands, or liability, including actual attorney fees, and related expenses on account of injury, losses, damage (both incidental and consequential), 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 District, which arise out of or are in any manner connected with the District's approval of the Academy's application or the issuance of the initial Contract, the re-authorization of the Academy and the issuance of this Contract to the Academy, the Academy's preparation for and operation of a public school, or which are incurred as a result of reliance by the District, its Board of Education, members, officers, employees, agents, or representatives, upon information supplied by the Academy (including its officers, employees, agents or representatives), or which may rise out of the failure of the Academy (including its officers, employees, agents or representatives) to perform its obligations under this Contract. The parties expressly acknowledge and agree that the District and its Board of Education, members, officers, employees or agents may commence legal action against the Academy (its officers, employees, agents or representatives) to enforce the rights set forth in this Contract. Any ESP Agreement entered into between the Academy and an ESP shall likewise contain this promise to indemnify the District and its Board of Education, members, officers, employees and agents by the ESP.

## **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, telex 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 person or address as the respective party may designate by notice delivered pursuant hereto:



If to the District Board:        TIME-SENSITIVE  
Board of Education  
The City of Hazel Park School District  
c/o Superintendent  
1620 E. Elza Avenue  
Hazel Park, MI 48030

If to the Academy:                TIME-SENSITIVE  
Board of Directors  
Michigan Virtual Charter Academy  
c/o Board President  
1620 E. Elza Avenue  
Hazel Park, MI 48030

With a copy to:                    TIME-SENSITIVE  
Joseph B. Urban and Ann VanderLaan  
Clark Hill PLC  
220 Park Street  
Suite 200  
Birmingham, MI 48009-3477

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

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

Section 12.4 Entire Contract. This Contract sets forth the entire agreement between the District Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5 Assignment. This Contract is not assignable by either party without the prior written consent of the other party, by amendment of the Contract pursuant to Article VIII of these Terms and Conditions.

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

Section 12.9 No Third-Party Rights. This Contract is made for the sole benefit of the Academy and the District. Except as otherwise expressly 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 12.10 Non-agency. It is understood that the Academy is not the agent of the District.

Section 12.11 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 12.12 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 12.13 Term of Contract. This Contract shall commence on July 1, 2024, and shall remain in full force and effect for a period of five (5) academic years, ending June 30, 2029, unless sooner terminated according to the terms hereof. The Parties shall meet at least every two years, upon request of the Academy Board, to assess the Academy program's viability and success and to obtain the input from the Authorizer as to how to improve the success of the program. In determining whether to recommend issuance of a successor contract, the Superintendent shall ascertain the success that the Academy has achieved in the implementation of its Educational Program using, in part, the reports provided under Section 6.3, the results it obtains through reported data from pupil assessments and the Academy's annual education report and use these results to inform his/her decision regarding renewal, extension and/or termination. Such decisions shall, nevertheless, be subject to his/her sole and absolute discretion. The most important factor that the District will consider in contemplating the renewal or nonrenewal of the Academy's Contract will be increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria.

Section 12.14 Survival of Provisions. The terms, provisions, and representations contained in Sections 10.10, 10.21, 11.4 and 12.16, and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract, shall survive.

Section 12.15 Termination of Responsibilities. Upon termination or revocation of this Contract, the District Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Provided, however that the District shall forward to the Academy the current fiscal year allotment of State School Aid received from the State as fiscal agent for the Academy for the hours of pupil instruction provided by the Academy prior to contract revocation consistent with section 101 of the State School Aid Act, MCL 388.1701, and reimbursement of categorical expenditures incurred prior to the effective date of revocation, provided the Academy complied with the requirements of MCL 380.553a(2)(b) for each pupil claimed in membership.

Section 12.16 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 and in accordance with Applicable Law, including without limitation Section 18b of the State School Aid Act, MCL 388.1618b.

Section 12.17 District Policies on Charter Schools Shall Apply. Notwithstanding any provision of this Contract to the contrary, if the District Board adopts additional general policies clarifying procedure and the requirements applicable to public school academics under this Contract, the District Board's general policies as from time to time amended will automatically apply to the Academy after thirty (30) days' notice, provided they are not inconsistent with provisions of this Contract. The Academy shall comply with all such policy statements and operating guidelines prepared by the District and/or the District Board of Education.

Section 12.18 Compliance with All Applicable Law. The execution of this Contract is by a duly authorized member of the Academy Board and the signature and Academy Board certify compliance by the Academy and the Academy Board with the terms and conditions of this Contract and all applicable law. Since the Academy operates an online learning program, the Academy shall submit a monthly report to MDE, in a form and manner prescribed by MDE, that reports the number of pupils enrolled in the online or distance learning program, during the immediately preceding month.

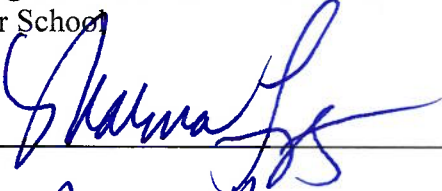
Section 12.19 Contract Submission to MDE. This Contract shall be submitted to the Michigan Department of Education within ten (10) days of issuance.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions set forth in this Contract and applicable law.

**ACADEMY:**

Michigan Virtual Charter Academy a  
Michigan School of Excellence that is a  
Cyber School

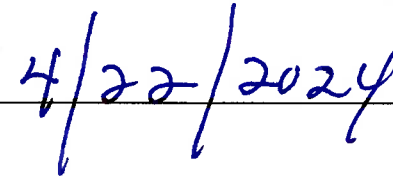
By:



Its:



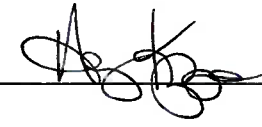
Date:



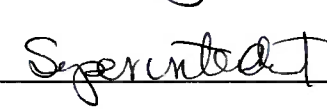
**AUTHORIZING BODY:**

The Board of Education for The City of Hazel  
Park School District

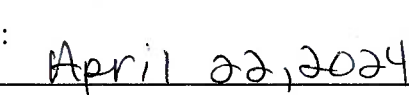
By:



Its:



Date:



**SCHEDULE 1**

**CHARTER SCHOOL POLICY, METHOD OF SELECTION POLICY, AUTHORIZING  
RESOLUTION AND REAUTHORIZATION RESOLUTION**



**THE SCHOOL DISTRICT OF THE CITY OF HAZEL PARK  
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION TO REAUTHORIZE MICHIGIAN VIRTUAL CHARTER ACADEMY  
AND ISSUE A CONTRACT TO THE ACADEMY TO CONTINUE TO OPERATE A  
SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL**

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At a regular meeting of the Board of Education of The City of Hazel Park School District, Oakland County, Michigan (the "School District"), held at the School District's Board Offices, on the 15th day of April 2024, at 5:30 p.m., Local Time.

PRESENT: MEMBERS: Fortress, Hinton, Laframboise, Rattee, Nagy

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ABSENT: MEMBERS: Baldwin

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The following preamble and resolution were offered by Member Fortress and supported by Member Hinton :

WHEREAS, the Michigan Legislature has provided for the establishment of schools of excellence which are cyber schools as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993.

WHEREAS, according to this enacted law, the Board of Education of The City of Hazel Park School District (" District Board"), as the governing body of a general powers school district, is an authorizing body empowered to issue contracts to organize and operate schools of excellence which are cyber schools.

WHEREAS, the District Board authorized Michigan Virtual Charter Academy (the "Academy") as a school of excellence which is a cyber school, in accordance with Part 6E of the Revised School Code ("Code") and issued a Contract to the Academy to organize and operate a school of excellence that is a cyber school beginning July 1, 2019 and terminating on June 30, 2024.

WHEREAS, the District Board has reviewed the Superintendent's (Charter Schools Officer) recommendation to reauthorize the Academy for a contract not to exceed five (5) years, and to issue a Contract to the Academy to continue to operate a school of excellence that is a cyber school, effective July 1, 2024.

NOW, THEREFORE, BE IT RESOLVED:

1. The District Board hereby reauthorizes Michigan Virtual Charter Academy not to exceed five (5) years, effective July 1, 2024, to continue to operate a school of excellence that is a cyber school under the Code.

2. The District Board hereby approves and issues the Terms and Conditions of the Contract, dated July 1, 2024, between the Board of Education of The City of Hazel Park School District and Michigan Virtual Charter Academy for a period not to exceed five (5) years, beginning July 1, 2024.
3. The District Board hereby delegates authority to the Superintendent to take whatever action is necessary to enter into the Contract with Michigan Virtual Charter Academy, authorizes the Superintendent to execute the Contract and to take any other action necessary to submit the Contract to the Michigan Department of Education and the Michigan Department of Education Contract Checklist and to effectuate the outcome of this Resolution.
4. All Resolutions and parts of Resolutions insofar as they conflict with this Resolution are hereby rescinded.

YEAS: MEMBERS: Fortress, Hinton, Laframboise, Rattee, Nagy

NAYS: MEMBERS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED



Secretary, Board of Education

I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the Board of Education of the City of Hazel Park School District, County of Oakland, Michigan, at a regular meeting held on the 15<sup>th</sup> day of April 2024 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Secretary, Board of Education



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Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
[www.hazelparkschools.org](http://www.hazelparkschools.org)

## **THE CITY OF HAZEL PARK SCHOOL DISTRICT BOARD OF EDUCATION**

### **PUBLIC SCHOOL ACADEMY BOARD OF DIRECTORS: METHOD OF SELECTION, APPOINTMENT, AND REMOVAL**

The City of Hazel Park School District Board of Education declares that the method of selection, length of term, and number of board members shall be as follows.

#### **Method of Selection and Appointment**

The City of Hazel Park School District Board of Education shall prescribe the method of appointment for members of an academy's board of directors. The Superintendent is authorized to develop and administer an academy board selection and appointment process that includes an Application for Public School Academy Board Appointment and is in accord with these policies:

- A. The Board of Education shall appoint the initial and subsequent academy board of directors by resolution, except as prescribed by subparagraph d. The Superintendent shall recommend qualified individuals to the Board of Education.
- B. The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the Superintendent at least one nominee for each vacancy. Nominees shall submit the Application for Public School Academy Board Appointment for review by the Charter Schools Office. The Superintendent may or may not recommend the appointment of a nominee submitted by the academy board. If the Superintendent does not recommend the appointment of a nominee submitted by the academy board, he/she may select and recommend another nominee or may request the academy board submit a new nominee for consideration.
- C. 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.
- D. Under exigent conditions, and with the approval of the Board of Education's chair and the president, the Superintendent may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the Board of Education for final determination at its next regularly scheduled meeting. The Board of Education reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.



### **Length of Term**

The director of an academy board shall serve at the pleasure of the Board of Education. Terms of the initial positions of the academy board of directors which shall be staggered in accordance with The Academy Board of Directors Table of Staggered Terms and Appointments established and administered by the Superintendent. Subsequent appointments shall be for a term of office not to exceed of four (4) years, except as prescribed by The Academy Board of Directors Table of Staggered Terms and Appointments.

### **Removal and Suspension**

If the Board of Education determines that an academy board member's service in office is no longer necessary, then the Board of Education may remove an academy board member with or without cause and shall specify the date when the academy board member's service ends. An academy board member may also be removed from office by a two-thirds (2/3) vote of the academy's board for cause.

With the approval of the Board of Education's chair and the Superintendent, the Superintendent may suspend an academy board member's service, if in his/her judgment the person's continued presence would constitute a risk to persons or property or would seriously impair the operation of the academy. Any suspension made under this provision must be presented to the Board of Education for final determination at its next regularly scheduled meeting. The Board of Education reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

### **Number of Directors**

The number of members of the academy board of directors shall be comprised of not less than five (5) or more than seven (7) board of directors. If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, The Board of Education or its designee may deem that failure an exigent condition.

### **Qualifications of Academy Board Members**

To be qualified to serve on an academy's board of directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the state of Michigan; (c) submit all materials requested by the charter schools office including, but not limited to, the Application for Public School Academy Board Appointment which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the charter schools office.

The members of an 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) an official or employee of the Hazel Park Schools.

### **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 before beginning their service. No appointment shall be effective prior to the filing of The Oath of Public Office shall be filed with the Charter Schools Office.

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

**RESOLUTION AUTHORIZING ISSUANCE OF CONTRACT TO OPERATE SCHOOL OF  
EXCELLENCE, WHICH IS A CYBER SCHOOL TO MICHIGAN VIRTUAL CHARTER  
ACADEMY**

1. The School District awards a Contract to Operate a Cyber School to MVCA;
2. The Superintendent or her designee is hereby authorized to prepare the form of contract that she deems appropriate and obtain its execution by the authorized representative of MVCA;

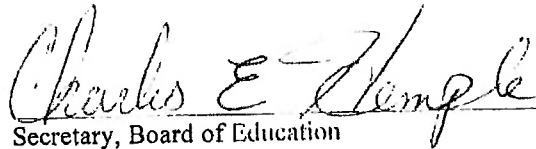


3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

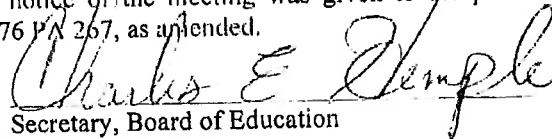
Ayes: Members Beverly Hinton, Chuck Hemple, Sue Hemple  
Rachel Noth, Kristy Schlak, Laura Adkins

Nays: Members \_\_\_\_\_

Resolution declared adopted.

  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of the School District of the City of Hazel Park, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a special meeting held on January 14, 2019, the original of which is a part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

  
Secretary, Board of Education

## Hazel Park Schools Bylaws & Policies

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### **SCHOOL OF EXCELLENCE-CYBER SCHOOL**

As part of its commitment to providing appropriate educational opportunities for all of the children who reside in the District, the Board of Education of Hazel Park Schools ("Board of Education of HPPS") shall consider applications for a School of Excellence that is a cyber school under part 6e of the Revised School Code, which is not limited to the boundaries of the District.

### **BOARD OF DIRECTORS**

The Board of Education of Hazel Park Schools (HPPS) hereby establishes the following requirements for the board of directors of a charter school and a school of excellence that is a cyber school, subject to the requirements of applicable law and the charter contract :

- A. The board directors of a charter school must consist of not less than five (5) members, a majority of whom must be residents of this District, except that a school of excellence that is a cyber school may select members of the board of directors that are not residents of this District.
- B. Each board member of the charter school, or the school of excellence that is a cyber school shall be appointed to staggered terms of two (2) and four (4) years so that a completely new board is not created every four years.
- C. The original members of the board of directors of the charter school shall be selected by the incorporators of the charter school, or the incorporators of the school of excellence that is a cyber school, subject to the approval by the Board of Education of Hazel Park Schools and applicable law.
- D. Subsequent members of the board of directors of the charter school shall be selected by a majority vote of the existing board of directors of a charter school, or the school of excellence that is a cyber school.
- E. The existing board of directors of a charter school, or a school of excellence that is a cyber school, may remove a board member for good cause upon a two-thirds (2/3's) vote of the board of directors of the charter school, or the school of excellence that is a charter school. A vacancy on the board of directors of a charter school, or a school of excellence that is a cyber school may be created for the same reasons that a vacancy is created in the Board of Education of Hazel Park Schools, subject to the terms and conditions of the charter contract and applicable law.

### **SCHOOL OF EXCELLENCE-CYBER SCHOOL**

A. The Board of Education of Hazel Park Schools may authorize a contract for a school of excellence that is a cyber school. The cyber school shall provide full-time instruction to pupils through online learning or otherwise on a computer or other technology, and this learning may occur remote from a school facility.

B. A school of excellence that is a cyber school must meet the following requirements:

1. Is available for enrollment to all pupils in the State of Michigan.
2. Offers some configuration of or all grades K to 12.
3. The entity applying for the school of excellence that is a cyber school must demonstrate experience in delivering a quality education program that improves pupil academic achievement. The authorizing body (Board of Education) shall refer to the standards for quality online learning established by the national association of charter school authorizers or similar nationally recognized standards for quality online learning to make that determination.
4. The cyber school must offer each pupil's family a computer and subsidize the cost of the internet access.
5. The cyber school may make available to other public schools for purchase any of the course offerings that the cyber school offers to its own pupils.
6. The board of directors of the cyber school must submit a monthly report to the department of pupil instruction, in the form and manner prescribed by the department, that reports the number of pupils enrolled in the cyber school, or in the online or distance learning program, during the preceding month.
7. The board of directors of the cyber school must ensure that when a pupil enrolls in the cyber school, the pupil and his/her parent or legal guardian are provided with a parent-student orientation. If the pupil is at least age 18, the orientation may be provided to just the pupil.

C. A contract for a school of excellence that is a cyber school must include the following provisions:

1. A teacher must be certified for all of the following for each course in which a pupil is enrolled:
  - a. Improving learning by planned instruction;
  - b. Diagnosing a pupil's learning needs;
  - c. Assessing learning, assigning grades, and determining advancement;
  - d. Outcomes to administrators and parents or legal guardians.
2. The cyber school must make educational services available to pupils for a minimum of at least 1,098 hours during a school year and ensure that each pupil participates in the educational program for at least 1,098 hours during a school year.
3. The cyber school may not require a pupil's physical presence or attendance in a classroom.
4. To the extent required by law, at the end of the cyber school's second year of operation, the Board of Education of HPPS shall submit to the superintendent of public instruction and the state legislature, in the form and manner prescribed by the superintendent of public instruction, a report detailing the operation of the cyber school, statistics of pupil participation and academic performance, and recommendations for any further statutory or rule change related to cyber schools and online learning in the state.

5. The requirements for a contract contained in MCL 380.553(5)(a)-(p).

6. A statement that the cyber school shall comply with all applicable state and federal law, rules and regulations.

D. A school of excellence that is a cyber school, its board members, officers, employees and volunteers have governmental immunity as provided in MCL 691.1407. The authorizing body (Hazel Park Schools), its board members, officers and employees are immune from civil liability, both personally and professionally, for an act or omission in authorizing a school of excellence that is a cyber school if the authorizing body or the person acted responsibly or reasonably believed he or she acted within the authorizing body's or the person's scope of authority.

E. Within 10 days after issuing a contract for a school of excellence that is a cyber school, the authorizing body (Hazel Park Schools) must submit a copy of the contract to the superintendent of public instruction.

#### **APPLICATION-School of Excellence That Is A Cyber School**

An application for a school of excellence that is a cyber school must include the following:

- A. Name of the applicant
- B. A listing of the board of trustees of the cyber school and a description of the method that will be used to select the board of members and the qualifications which each must meet as set forth in the Guidelines for the Board of Education of Hazel Park Schools
- C. The proposed Articles of Incorporation which shall include:
  - 1. The name of the proposed school of excellence
  - 2. The purpose of the cyber school with additional language that the school of excellence is incorporated pursuant to part 6e of the statute and that the school is a governmental entity
  - 3. The name of the authorizing body, which is Hazel Park Schools
  - 4. The date when the Articles of Incorporation will become effective
  - 5. Other matters considered to be expedient in the articles of incorporation
- D. A copy of the proposed bylaws for the cyber school, including:
  - 1. The structure for governing the cyber school
  - 2. The age and grade range of students who will be enrolled
  - 3. The educational goals of the cyber school with the process by which to demonstrate improved student academic achievement, the curriculum by which the students' academic goals will be accomplished, and the methods by which student achievement will be assessed, including the State of Michigan academic assessment for mathematics and reading, the MME and any other State of Michigan mandated testing
  - 4. The policy by which students shall be admitted to the school of excellence that is a cyber which must be consistent with state law. Under Michigan law, a school of excellence that is a cyber school must give enrollment priority to pupils who reside in the school district that is the authorizing body (Hazel Park Schools).

#### **BOARD OF DIRECTORS-School of Excellence that is a Cyber School**

A. The Board of Education of HPPS shall develop and implement a process for holding the board of directors of the school of excellence that is a cyber school accountable for meeting applicable academic performance standards set forth in the contract and for implementing corrective action for cyber school that does not meet those standards.

B. The Board of Education of HPPS must take necessary measures to ensure that the cyber school board of directors operates independently of any educational management organization involved in the operations of the cyber school.

C. The Board of Education of HPPS must oversee and ensure that the pupil admission process used by the cyber school is operated in compliance with applicable law and the contract between the Board of Education of HPPS and the cyber school.

D. The Board of Education of HPPS shall ensure that the board of directors of the cyber school maintain and release information as necessary to comply with applicable law.

E. The Board of Education of HPPS is the fiscal agent for the school of excellence that is a cyber school.

The Superintendent of Hazel Park Schools shall be the contact person for anyone interested in establishing a charter school or a school of excellence that is a cyber school, and shall be responsible for developing whatever guidelines will be needed to facilitate the review of applications and the monitoring and assessment of any charter school or school of excellence that is a cyber school that the Hazel Park Schools' Board of Education authorizes.

M.C.L.A. 380.501 et seq; MCL 380.551-561.



SCHOOL DISTRICT OF THE  
CITY OF HAZEL PARK  
COUNTY OF OAKLAND AND STATE OF MICHIGAN  
SPECIAL MEETING

CALL TO ORDER

The Special Meeting of the Hazel Park Board of Education was held at the Ford School Administration Office on December 10, 2018 and was called to order by President Adkins at 6:00 PM

Roll Call:

Members Present: Adkins, Hinton, Mr. Hemple, Hammonds, Mrs. Hemple, Noth  
Members Absent: Schlak (arrived at 6:03)  
Others Present: Kruppe, Paterson

Approval of the Agenda (Action Item)

Moved by Mrs. Noth, supported by Mrs. Hammonds, that the Agenda be approved as written.

Discussion

Board Members held a discussion about the two items under new business.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Hammonds, Mrs. Hemple, Noth, Adkins  
Nays: None

Public Comment

A. None

CLOSED SESSION

Motion to recess into closed session (a) to consider a periodic personnel evaluation of a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing; which is exempt from disclosure pursuant to Section 8(a) of the Open Meeting Act.

Motion made by Mrs. Hemple, supported by Mrs. Schlak, that the Board of Education adjourn to closed session for Superintendent's evaluation

Discussion

None

Roll Call Vote:

Yeas: Schlak, Mrs. Hemple, Hinton, Mr. Hemple, Hammonds, Noth, Adkins  
Nays: None

The Board of Education adjourned to Closed Session at 6:05PM. The meeting resumed as an Open Meeting at 9:32PM.

Trustee, Kristy Schlak, was excused from the meeting at 9:15PM and did not return to open session.

New Business

- A. Hazel Park Bylaws & Policies (Action Item)
  - 1. School of Excellence - Cyber School

Motion made by Mrs. Noth, supported by Mrs. Hammonds, that the Board of Education approve the Policy, School of Excellence-Cyber School, as presented.

Discussion

Vice President, Beverly Hinton, said the policy was quite lengthy and asked who had created the policy? Superintendent, Dr. Amy Kruppe, stated District Counsel, John Gierak, had drafted the policy. Trustee, Sue Hemple asked Board Counsel, James Paterson, if he had any concerns. He said he did not.

Roll Call Vote:

Yeas: Noth, Hammonds, Hinton, Mr. Hemple, Mrs. Hemple, Adkins  
Nays: None

- B. Approval of Cyber School Request for Proposal (RFP) (Action Item)

Motion made by Mrs. Noth, supported by Mrs. Hammonds, that the Board of Education approve the Cyber School Request for Proposal, as presented.

Discussion

None

Roll Call Vote:

Yeas: Noth, Hammonds, Hinton, Mr. Hemple, Mrs. Hemple, Adkins  
Nays: None

Board Members and Administration Comments

Board Members discussed dates for a Board Workshop in January and a venue for their holiday gathering.

Adjournment

Moved and supported that the meeting be adjourned at 9:50PM

Unanimous Approval.

Respectfully Submitted,

Charles E. Hemple, Secretary  
Hazel Park Board of Education

SCHOOL DISTRICT OF THE  
CITY OF HAZEL PARK  
COUNTY OF OAKLAND AND STATE OF MICHIGAN  
REGULAR MEETING

CALL TO ORDER

A Regular Meeting of the Board of Trustees of Hazel Park Schools was held Monday, January 14, 2019, and was called to order by President Adkins at 7:02 PM.

ROLL CALL

Members Present: Adkins, Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak  
Absent: Hammonds  
Others Present: Kruppe, Paterson

INVOCATION

The Invocation was delivered by Pastor Barry David of the Landmark Community Church, and was followed by the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA (Action Item)

Board Trustee, Rachel Noth, stated with the absence of Treasurer, Rosie Hammonds the Superintendent Contract be tabled until the entire board is present. Ms. Schlak accepted the amendment.

Moved by Mrs. Noth, supported by Ms. Schlak, the Board of Education will amend the agenda as written.

Discussion

Roll Call Vote

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins  
Nays:

PUBLIC COMMENT

A. Robert Peterson  
141 W. Harry  
Hazel Park, MI 48030

Spoke to election concerns.

B. Robert Griffin

Spoke to praised efforts of Dr. Kruppe.

40185 Walter Dr.  
Sterling Heights MI 48310

## ELECTION OF TEMPORARY CHAIRPERSON

Mr. Hemple, Board Treasurer, stated according to the Hazel Park School Board of Education Bylaws, the preceding president shall serve as elected official recommending Mrs. Adkins.

Motion made by Mr. Hemple, supported by Mrs. Noth, that the Board of Education elect Mrs. Adkins as temporary Chairperson in accordance to Bylaws.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

## ORGANIZATIONAL MEETING

### A. Election of Officers (Action Item)

1. President - Laura Adkins
2. Vice-President -Bev Hinton
3. Secretary - Chuck Hemple
4. Treasurer - Rosie Hammonds

Motion made by Mr. Hemple, supported by Ms. Schlak, that the Board of Education approve Elected Officers remain unchanged for the 2019 school year.

### Discussion

Mrs. Noth stated she would like the policy and procedures to be followed regarding social media usage. Mrs. Hemple added policy and procedure should be implemented for all, including students, staff and board members.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

### B. Committee Appointments (Action Items)

1. Board of Education Committees
  - a. Finance Committee - Zirnis, Hammonds, Mrs. Hemple, Adkins
  - b. Buildings and Grounds Committee - Dr. Kruppe, Zirnis, Hinton, Hemple, Schlak
  - c. Personnel Committee - Dr. Kruppe, Mr. Hemple, Schlak, Noth
  - d. Policy Committee - Dr. Kruppe, Hemple, Hinton, Adkins
2. Superintendent Committees
  - a. Community Engagement - Noth, Hammonds

- b. Ruth Giese Fund - Hammonds, Adkins
- c. Camp Hazelwoods - Mr. Hemple, Hammonds
- 3. Local Appointments
  - a. Designate and an Alternate to aid on the budget of Oakland Schools and to elect members to the Board of Oakland Schools - Mr. Hemple
  - b. Board Member to the Oakland County School Board Legislative Committee - Mr. Hemple
  - c. Hazel Park Youth Assistance Liaison - Mrs. Hemple
  - d. District Network (2) - Noth

Motion made by Mrs. Hemple, supported by Mrs. Noth, to approve the local appointments as approved by Board of Education and administration.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

#### SPECIAL ORDER OF BUSINESS

- A. Michigan Association of School Boards - School Board Recognition Month  
Dr. Kruppe noted donation made on behalf of School Board from an anonymous donor \$1000 to Make A Wish Foundation and Children's Hospitals. Board members thanked schools for their appreciative artwork.
- B. Hazel Park Coalition - Jared Gajos  
Updates from the Hazel Park Coalition as to Dollar Skate Days was successful, donated \$240 to the after school fund. Next Dollar Skate Days will be over winter break, Feb. 20 – 22, 2019 from 12 – 3 pm. National Drugs & Alcohol Facts Week of Jan. 22-27, 2019. NARCAN training for Hazel Park staff, Feb. 1, 2019 at 4 pm in the auditorium at HPHS. World of Wellness sponsored by Alliance of Coalitions to Healthy Communities, UFCW Hall @ 9:30 am on Saturday. Free CPR classes for up to 40 people, dates are TBD. Email [Jared.gajos@hazelparkschools.org](mailto:Jared.gajos@hazelparkschools.org) for more info.
- C. Student Representatives  
Robin Kendziorski - HP High School

BOD selling candy grams for \$1 to be delivered during exams.

Talent show will be held on Feb. 7, 2019, time & date TBD.

AOK to sponsor Decades Dance, Friday, Feb. 8, 2019.

NHS blood drive Wednesday, Jan. 13, 2019, from 8:45 – 2:15.



Partnering with Special Olympics for a Polar Plunge fundraiser on Feb. 23, 2019 at Rochester Hills Brewing Company. All proceeds will be donated to Special Olympics. Drama Club, Spring Musical will be "High School Musical", more info to follow later.

D. Hazel Park High School Presentation - Matt Dailey & Ken Milch  
Pathways to Potential Presentation

Mr. Dailey presented with student interviews and a teacher interview, they explanation of how these programs are beneficial to our students and how they are impacting our students in their daily lives. In closing, Mr. Dailey thanked the School Board for their dedication and gave them "All In" pins.

E. NWEA/MStep Update - Stephanie Dulmage

Mrs. Dulmage explains the different types of data used throughout the school year for our curriculum and instruction. Formative, summative, interim, and performance tasks data used regularly to help assist teachers to identify student needs. Interventions reported as successful, provided visual data to show learning gaps beginning to close.

F. 2019 Business Organizational Items (Action Item)

1. Designation of District Legal Counsel Representation
2. Establishment of Bank Accounts and Authorized Signers
3. Persons Authorized to Make Investments
4. Persons Authorized to Make Wire Transfers
5. Persons Authorized to Enter into Agreements with Financial Institutions for Commercial Card Agreements, Custodial Agreements, and other Financial Transactions
6. Persons Authorized to Sign in the Name of Hazel Park Schools
7. Newspapers for Official Publications
8. Authorize Summer and Winter Tax Collection for Each Municipality
9. Designation of Person Responsible for Implementing Public Notice Requirement of the Open Meetings Act
10. Designation of Property/Liability & Worker's Compensation Insurance Carriers
11. Designation of Architect of Record

Motion made by Mr. Hemple, supported by Ms. Schlak, that the Board of Education approve Business Organizational Items as appointed by administration.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

G. Complete the Board of Education Meeting Calendar through January 2020.

Motion made by Mr. Hemple, supported by Ms. Schlak, that the Board of Education approve Meeting Calendar as written.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

#### CONSENT AGENDA (Action Items)

A. Approval of Minutes

1. Board Meeting Minutes

a. December 17, 2019 - Regular Board Meeting

b. January 7, 2019 - Special Board Meeting

2. Committee Meeting Minutes

a. December 17, 2018 - Finance Committee Meeting

B. Monthly Financial Reports

C. Conference Requests

Motion made by Ms. Schlak, supported by Mrs. Hinton, that the Board of Education approve Consent Agenda as approved as written.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

#### UNFINISHED BUSINESS

A. MHSAA Senior High Application for Cooperative Swim and Dive Team (Action Item)

Motion made by Mrs. Hemple, no support given. Motion failed.

Roll Call Vote:

Yeas:

Nays:

#### NEW BUSINESS

A. Approval of Cyber School application (Action Item)

Motion made by Ms. Schlak, supported by Mrs. Noth, that the Approval of the Cyber School application be accepted as written.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

B. Edison School Easements (Action Item)

Motion made by Ms. Schlak, supported by Mrs. Noth, that the Edison School Easements be approved as written.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

C. Personnel Recommendations

1. American Federation of State, County and Municipal Employees (AFSCME)

Motion made by Mrs. Noth, supported by Ms. Schlak, that the Board of Education approve the personnel recommendations for AFSCME.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak

Adkins abstains due to familial conflict

Nays:

2. Hazel Park Education Association (HPEA)

Motion made by Mr Hemple, supported by Ms. Schlak, that the Board of Education approve the personnel recommendations for HPEA.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

3. Hazel Park Paraprofessional Association (HPPA)

Motion made by Mrs. Noth, supported by Ms. Schlak, that the Board of Education will table due to the absence of a full board and add to unfinished business.

Roll Call Vote:

Yeas:

Nays:

4. Unaffiliated Employees

Motion made by Ms. Schlak, supported by Mrs. Hinton, that the Board of Education approve the personnel recommendations for Unaffiliated Employees.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

D. Request for 3rd grade teacher (Action Item)

Motion made by Mr. Hemple, supported by Ms. Schlak, that the Board of Education approve the request for a 3rd grade teacher.

Roll Call Vote:

Yeas: Hinton, Mr. Hemple, Mrs. Hemple, Noth, Schlak, Adkins

Nays:

E. Board of Education Operating Principles and Policy (Informational Item)

F. Freedom of Information Act (FOIA) Request (Informational Item)

G. Superintendent Update

1. Enrollment Update (Informational Item)

Count day will be Feb. 14, 2019.

2. Creation of Scholarship (Informational Item)

Jacob Ayers Scholarship, his parent asked for a partnership with Hazel Park Schools, \$750 that will be given to a HPHS student. Recipient must demonstrate good character, be of good character, and be nominated by a teacher or staff member. No GPA requirement, non-renewable. Can be used for books, transportation, or anything related to higher education.

Bowl One located on 14 mile, on Feb 9, 2019, will host a fundraiser for the scholarship. Pay ahead and get a raffle entry. For more information call Ann Ayers at 248-259-1667 or Tammy Martin 248-982-1514, \$10 for pizza and pop to support without bowling. #BeLikeJacob

3. Superintendent Chat (Informational Item)

January 30, 2019 5:30pm-7:00pm

BOARD MEMBER AND ADMINISTRATION COMMENTS

All night senior party fundraiser, Painting With A Twist, \$45 session on Feb. 28, 2019.

Once a month teachers can be nominated by another teacher for an Administrative Substitute. Teacher will come to central office, and someone from Central Office will substitute for them. Mitch Borowicz employee of the month acknowledgement. Coed Swim Coach, looking for fundraisers to revamp pool area.

ADJOURNMENT 8:55 pm

**SCHEDULE 2**  
**QUALIFICATIONS OF BOARD MEMBERS**



**THE CITY OF HAZEL PARK SCHOOL DISTRICT  
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION RETROACTIVELY APPOINTING MICHIGAN VIRTUAL CHARTER  
ACADEMY BOARD OF DIRECTORS**

---

A regular meeting of the Board of Education of The City of Hazel Park School District, Oakland County, Michigan ("School District"), was held in the School District, on the 15th day of April 2024, 5:30p.m.

The meeting was called to order at 5:30 p.m. by Rick Nagy, President.

Present:       Members       Fortress, Hinton, Laframboise, Rattee, Nagy

---

Absent:       Members       Baldwin

---

The following preamble and resolution were offered by Member Fortress and supported by Member Hinton:

**WHEREAS**, The City of Hazel Park School District, a Michigan general powers school district organized pursuant to Public Act 451 of 1976, as amended, is an authorizing body empowered to authorize and issue contracts to operate a school of excellence that is a cyber school ("Cyber School") and to establish the method of selection, length of term and number of members of a Cyber School's Board of Directors.

**WHEREAS**, the Board of Education of The City of Hazel Park School District ("District Board") entered into and issued a Contract to Operate A School of Excellence That is A Cyber School with Michigan Virtual Charter Academy ("MVCA or Academy"), effective July 1, 2019 and terminating on June 30, 2024 ("Contract").

**WHEREAS**, the Contract and District Board Policy regarding the Method of Selection, Length of Term and Number of Members required the District Board to initially appoint Michigan Virtual Charter Academy Board of Directors, effective July 1, 2019, to staggered two (2) and four (4) year terms so that a new board was not created every four (4) years.

**WHEREAS**, the District Board initially appointed the members of the Board of Directors of Michigan Virtual Charter Academy listed below and determined that these individuals met the required qualifications for a member of the Board of Directors of Michigan Virtual Charter Academy as required by District Board Policy and the Contract:

Name of Board of Director	Length of Term	Dates of Term
Marva Foster	4 years	July 1, 2019-June 30, 2023
Monique Lake	4 years	July 1, 2019-June 30, 2023
Tarolyn Buckles	2 years	July 1, 2019-June 30, 2021
Scott Stangeland	4 years	July 1, 2019-June 30, 2023
Ramone Crowe, Jr.	2 years	July 1, 2019-June 30, 2021
Lynn Hathorn	2 years	July 1, 2019-June 30, 2021
Colin Houston	4 years	July 1, 2019-June 30, 2023

**WHEREAS**, the appointed Academy Board members took the Oath of Office and submitted the Acceptance of Public Office form to the District Superintendent.

**WHEREAS**, Academy Board member, Tarolyn Buckles, resigned from the Academy Board in or about late July 2019.

**WHEREAS**, the District Board approved a board resolution appointing Aaron Walker, in or about September 2019, as an Academy Board of Director for the remainder of Director Buckles' term.

**WHEREAS**, Director Walker took the Oath of Office and submitted the Acceptance of Public Office form to the District Superintendent or her designee.

**WHEREAS**, the Michigan Virtual Academy Board interpreted the District Board's Method of Selection and Appointment of subsequent Academy Board of Directors to be selected and approved by a majority vote of the existing Academy Board of Directors.

**WHEREAS**, a majority of the Academy Board of Directors selected and approved Directors Ramone Crowe, Jr., Lynn Hathorn, and Aaron Walker to continue as MVCA Board of Directors for a four (4) year term, following the expiration of their initial two (2) year term, for the term beginning July 1, 2021, and ending June 30, 2025, by a majority vote of the Academy Board of Directors.

**WHEREAS**, the re-appointed Academy Board Directors, Ramone Crowe, Jr., Lynn Hathorn and Aaron Walker took the Oath of Office and submitted the Acceptance of Public Office form to the District Superintendent or her designee. (See Academy Board Resolution Approving Academy Board of Directors, attached Exhibit A).

**WHEREAS**, Director Lynn Hathorn voluntarily resigned from the Academy Board of Directors in or about May 2023.

3. All resolutions and parts of resolutions, and the initial Method of Selection, Length of Term and Number of Members of the Academy Board of Directors adopted by The City of Hazel Park School District Board of Education on December 10, 2018, insofar as they conflict with the provisions of this resolution, be and the same are hereby rescinded.

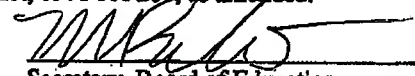
Ayes: Members Fortress, Hinton, Laframboise, Rattee, Nagy

Nays: \_\_\_\_\_

Resolution declared adopted.

  
Secretary, Board of Education

The undersigned duly qualified Secretary of the Board of Education of The City of Hazel Park School District hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on April 15, 2024, the original of which is a part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

  
Secretary, Board of Education

**WHEREAS**, the Academy Board of Directors, whose initial terms were four (4) years, Directors, Marva Foster, Monique Lake, Scott Stangeland and Colin Houston, were each approved by the Academy Board of Directors, by a majority vote of a quorum of the other Academy Board of Directors to subsequent four (4) year terms, beginning July 1, 2023, and ending June 30, 2027. (See Academy Board Resolution Appointing Board of Directors, attached Exhibit B).

**WHEREAS**, the re-appointed Academy Board of Directors, Marva Foster, Monique Lake, Scott Stangeland and Colin Houston took the Oath of Office and submitted the Acceptance of Public Office form to the District Superintendent or her designee.

**WHEREAS**, the School District and the District Board acquiesced to Michigan Virtual Academy's approval by a majority vote, to re-appoint the initial Academy Board of Directors for staggered four (4) year terms and to take the Oath of Office and submit the Acceptance of Public Office form to the District Superintendent or designee.

**WHEREAS**, the District Board desires to approve the Michigan Virtual Charter Academy Board of Directors, retroactively, with staggered four (4) year terms in accordance with the new policy entitled "Public School Academy Board of Directors: Method of Selection, Appointment and Removal" (attached hereto as Exhibit C).

**NOW THEREFORE BE IT RESOLVED:**

1. The District Board retroactively approves and re-appoints the following individuals to the Board of Directors of Michigan Virtual Charter Academy, in accordance with the new policy entitled "Public School Academy Board of Directors: Method of Selection, Appointment and Removal" (attached hereto as Exhibit C), to the following terms:

Name of Board of Director	Length of Term	Dates of Term
Marva Foster	4 years	July 1, 2023-June 30, 2027
Monique Lake	4 years	July 1, 2023-June 30, 2027
Scott Stangeland	4 years	July 1, 2023-June 30, 2027
Ramone Crowe, Jr.	4 years	July 1, 2021-June 30, 2025
Vacant	4 years	July 1, 2023-June 30, 2025
Colin Houston	4 years	July 1, 2023-June 30, 2027
Aaron Walker	4 years	July 1, 2023-June 30, 2027

2. The Academy Board of Directors shall take the Oath of Office and submit the Acceptance of Public Office form and any other documents requested to the District Superintendent or her designee at its next regularly scheduled Academy Board meeting at which the respective Board of Director is present.

**EXHIBIT A**



**MICHIGAN VIRTUAL CHARTER ACADEMY**

**RESOLUTION APPOINTING MICHIGAN VIRTUAL CHARTER ACADEMY BOARD  
OF DIRECTORS**

At a regular meeting of the Board of Directors held at Hazel Park School District, 1620 E. Elza Avenue, Hazel Park, MI 48030, on December 13, 2021 at 6:00 p.m.

Present: Director Narva Foster, Director Monique Lake,  
Director Scott Stangeland, Director Colin Houston via zoom -  
Hazel Park

Absent: Director Lynn Hathorn, Director Ramone Crowe Jr.,  
Director Aaron Walker

The following preamble and resolution were offered by Director Monique Lake and supported by Director Scott Stangeland

WHEREAS, the Board of Education of the Hazel Park School District ("District" or "District Board" has entered into a Contract to Operate A School of Excellence That Is A Cyber School with the Board of Directors of Michigan Virtual Charter Academy, effective July 1, 2019 ("Contract").

WHEREAS, Schedule 1 of the Contract contains the Bylaws & Policies of the District Board for the Method of Selection Policy of the original board of directors of MVCA and subsequent members of the board of directors of MVCA.

WHEREAS, the District Board Bylaws & Policies (Schedule 1, Paragraph D under "Board of Directors") states that "Subsequent members of the board of directors of the charter school shall be selected by majority vote of the existing board of directors of a charter school or the school of excellence that is a cyber school."

WHEREAS, the Board of Directors of the Michigan Virtual Charter Academy desire to appoint the members of the Board of Directors of Michigan Virtual Charter Academy listed below to the corresponding terms and that these individuals meet the required qualifications for a member of the Board of Directors of Michigan Virtual Charter Academy as required by the Contract.

**NOW THEREFORE BE IT RESOLVED:**

1. The Michigan Virtual Charter Academy Board of Directors, pursuant to Schedule 1 of the Charter Contract between the Board of Education of Hazel Park School District and Board of Directors of Michigan Virtual Charter Academy, effective July 1, 2019, appoint the following individuals to the Board of Directors of Michigan Virtual Charter Academy to the following four (4) year terms:

Ramone Crowe, Jr.-July 1, 2021-June 30, 2025

Lynn Hathorn-July 1, 2021-June 30, 2025

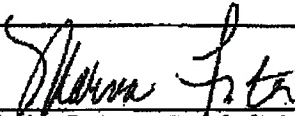
Aaron Walker-July 1, 2021-June 30, 2025

2. The appointed Michigan Virtual Charter Academy Board members shall take the Oath of Office and submit the Acceptance of Office form to the District Superintendent or her designee.
3. Any and all actions, board resolutions, motions, votes, approvals and the like taken by the Michigan Virtual Charter Academy Board of Directors from July 1, 2021 to the date of this Board Resolution are hereby ratified by the Michigan Virtual Charter Academy Board of Directors and remain in full force and effect.

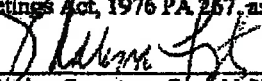
Ayes: (Members) Director Maria Foster, Director Monique Lake, Director Scott Stangeland, Director Colin Houston

Nays: (Members) \_\_\_\_\_

Resolution declared adopted.

  
Acting Secretary, Board of Directors

The undersigned duly qualified Acting Secretary of the Board of Directors of Michigan Virtual Charter Academy, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on December 13, 2021, the original of which is a part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

  
Acting Secretary, Board of Directors

**EXHIBIT B**

**MICHIGAN VIRTUAL CHARTER ACADEMY**

**RESOLUTION APPOINTING MICHIGAN VIRTUAL CHARTER ACADEMY BOARD  
OF DIRECTORS**

At a regular meeting of the Board of Directors held at Hazel Park School District, 1620 E. Elza Avenue, Hazel Park, MI 48030, on June 26, 2023 at 6:00 p.m.

Present: Monique Lake, Colin Houston, Scott Stangeland,  
Ramone Crowe Jr., Aaron Walker

Absent: Marva Foster

The following preamble and resolution were offered by Director Ramone Crowe Jr. and supported by Director Scott Stangeland

WHEREAS, the Board of Education of the Hazel Park School District ("District" or "District Board" has entered into a Contract to Operate A School of Excellence That Is A Cyber School with the Board of Directors of Michigan Virtual Charter Academy, effective July 1, 2019 ("Contract").

WHEREAS, Schedule 1 of the Contract contains the Bylaws & Policies of the District Board for the Method of Selection of the original board of directors of MVCA and subsequent members of the board of directors of MVCA.

WHEREAS, the District Board Bylaws & Policies (Schedule 1, Paragraph D under "Board of Directors") states that "Subsequent members of the board of directors of the charter school shall be selected by majority vote of the existing board of directors of a charter school or the school of excellence that is a cyber school."

WHEREAS, the Board of Directors of the Michigan Virtual Charter Academy desire to reappoint the members of the Board of Directors of Michigan Virtual Charter Academy listed below to the corresponding terms and that these individuals meet the required qualifications to be a member of the Board of Directors of Michigan Virtual Charter Academy as required by the Contract.

**NOW THEREFORE BE IT RESOLVED:**

1. The Michigan Virtual Charter Academy Board of Directors, pursuant to Schedule 1 of the Charter Contract between the Board of Education of Hazel Park School District and Board of Directors of Michigan Virtual Charter Academy, effective July 1, 2019, reappoint the following individuals to the Board of Directors of Michigan Virtual Charter Academy to the following four (4) year terms:

Marva Foster -July 1, 2023-June 30, 2027

Monique Lake-July 1, 2023-June 30, 2027

Colin Houston-July 1, 2023-June 30, 2027

Scott Stangeland-July 1, 2023-June 30, 2027

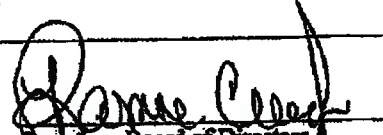
2. The appointed Michigan Virtual Charter Academy Board members shall take the Oath of Office and submit the Acceptance of Office form to the District Superintendent or her designee.

Ayes: (Members) Director Monique Lake, Director Colin Houston,

Director Scott Stangeland, Director Ramona Chavez Jr.,

Director Aaron Walker  
Nays: (Members) \_\_\_\_\_

Resolution declared adopted.

  
Secretary, Board of Directors

The undersigned duly qualified Secretary of the Board of Directors of Michigan Virtual Charter Academy, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on June 26, 2023, the original of which is a part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

  
Secretary, Board of Directors



**EXHIBIT C**



**HAZEL PARK  
SCHOOLS**

Today's Learners, Tomorrow's Leaders

Amy Kruppe, Ed.D.  
Superintendent

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Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
[www.hazelparkschools.org](http://www.hazelparkschools.org)

## **THE CITY OF HAZEL PARK SCHOOL DISTRICT BOARD OF EDUCATION**

### **PUBLIC SCHOOL ACADEMY BOARD OF DIRECTORS: METHOD OF SELECTION, APPOINTMENT, AND REMOVAL**

The City of Hazel Park School District Board of Education declares that the method of selection, length of term, and number of board members shall be as follows.

#### **Method of Selection and Appointment**

The City of Hazel Park School District Board of Education shall prescribe the method of appointment for members of an academy's board of directors. The Superintendent is authorized to develop and administer an academy board selection and appointment process that includes an Application for Public School Academy Board Appointment and is in accord with these policies:

- A. The Board of Education shall appoint the initial and subsequent academy board of directors by resolution, except as prescribed by subparagraph d. The Superintendent shall recommend qualified individuals to the Board of Education.
- B. The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the Superintendent at least one nominee for each vacancy. Nominees shall submit the Application for Public School Academy Board Appointment for review by the Charter Schools Office. The Superintendent may or may not recommend the appointment of a nominee submitted by the academy board. If the Superintendent does not recommend the appointment of a nominee submitted by the academy board, he/she may select and recommend another nominee or may request the academy board submit a new nominee for consideration.
- C. 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.
- D. Under exigent conditions, and with the approval of the Board of Education's chair and the president, the Superintendent may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the Board of Education for final determination at its next regularly scheduled meeting. The Board of Education reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.





**HAZEL PARK  
SCHOOLS**

#### **Length of Term**

The director of an academy board shall serve at the pleasure of the Board of Education. Terms of the initial positions of the academy board of directors which shall be staggered in accordance with The Academy Board of Directors Table of Staggered Terms and Appointments established and administered by the Superintendent. Subsequent appointments shall be for a term of office not to exceed of four (4) years, except as prescribed by The Academy Board of Directors Table of Staggered Terms and Appointments.

#### **Removal and Suspension**

If the Board of Education determines that an academy board member's service in office is no longer necessary, then the Board of Education may remove an academy board member with or without cause and shall specify the date when the academy board member's service ends. An academy board member may also be removed from office by a two-thirds (2/3) vote of the academy's board for cause.

With the approval of the Board of Education's chair and the Superintendent, the Superintendent may suspend an academy board member's service, if in his/her judgment the person's continued presence would constitute a risk to persons or property or would seriously impair the operation of the academy. Any suspension made under this provision must be presented to the Board of Education for final determination at its next regularly scheduled meeting. The Board of Education reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

#### **Number of Directors**

The number of members of the academy board of directors shall be comprised of not less than five (5) or more than seven (7) board of directors. If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, The Board of Education or its designee may deem that failure an exigent condition.

#### **Qualifications of Academy Board Members**

To be qualified to serve on an academy's board of directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the state of Michigan; (c) submit all materials requested by the charter schools office including, but not limited to, the Application for Public School Academy Board Appointment which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the charter schools office.

The members of an 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) an official or employee of the Hazel Park Schools.

#### **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 before beginning their service. No appointment shall be effective prior to the filing of The Oath of Public Office shall be filed with the Charter Schools Office.

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

**HAZEL PARK SCHOOL DISTRICT  
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION APPOINTING MICHIGAN VIRTUAL CHARTER ACADEMY BOARD  
OF DIRECTORS**

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A regular meeting of the Board of Education of the School District was held in the School District, on the 17th day of June, 2019, at 7 p.m.

The meeting was called to order at 7 p.m. by Laura Adkins, President.

Present: Members Adkins, Hinton, Mr. Hemple, Hammonds,  
Mrs. Hemple, Noth, Schlak

Absent: Members None

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The following preamble and resolution were offered by Member Mr. Hemple and supported by Member Hammonds:

**WHEREAS**, Hazel Park School District, a Michigan general powers school district organized pursuant to Public Act 451 of 1976, as amended, is an authorizing body empowered to authorize and issue contracts to operate a school of excellence that is a cyber school ("Cyber School") and to establish the method of selection, length of term and number of members of a Cyber School's Board of Directors;

**WHEREAS**, the Board of Education of the Hazel Park School District ("District" or "District Board") has entered into a Contract to Operate A School of Excellence That is A Cyber School with Michigan Virtual Charter Academy, effective July 1, 2019 ("Contract").

**WHEREAS**, the Contract and District Board Policy regarding the Method of Selection, Length of Term and Number of Members require the District Board to appoint Michigan Virtual Charter Academy Board of Directors.

**WHEREAS**, the District Board desires to appoint the members of the Board of Directors of Michigan Virtual Charter Academy listed below and has determined that these individuals meet the required qualifications for a member of the Board of Directors of Michigan Virtual Charter Academy as required by District Board Policy and the Contract.

**NOW THEREFORE BE IT RESOLVED:**

1. The District Board appoints the following individuals to the Board of Directors of Michigan Virtual Charter Academy with the respective terms:

Name of Board of Director	Length of Term	Dates of Term
Marva Foster	4 years	July 1, 2019-June 30, 2023
Monique Lake	4 years	July 1, 2019-June 30, 2023
Tarolyn Buckles	2 years	July 1, 2019-June 30, 2021
Scott Stangeland	4 years	July 1, 2019-June 30, 2023
Ramone Crowe, Jr.	2 years	July 1, 2019-June 30, 2021
Lynn Hathorn	2 years	July 1, 2019-June 30, 2021
Colin Houston	4 years	July 1, 2019-June 30, 2023

2. The appointed Academy Board members shall take the Oath of Office and submit the Acceptance of Public Office form to the Superintendent or her designee.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Members Adkins, Hinton, Mr. Hemple, Hammonds,  
Mrs. Hemple, Noth, Schlak

Nays: Members None

Resolution declared adopted.

Charles E. Hemple  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of the School District of the City of Hazel Park, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on June 17, 2019, the original of which is a part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

Charles E. Hemple  
Secretary, Board of Education



**RESOLUTION APPOINTING MICHIGAN VIRTUAL CHARTER ACADEMY BOARD  
OF DIRECTOR, Aaron Walker**

The meeting was called to order at 7 p.m. by Laura Adkins, President.

Absent:            Members            Noth

**WHEREAS**, Hazel Park School District, a Michigan general powers school district organized pursuant to Public Act 451 of 1976, as amended, is an authorizing body empowered to authorize and issue contracts to operate a school of excellence that is a cyber school ("Cyber School"), and to establish the method of selection, length of term and number of members of a Cyber School's Board of Directors;

**WHEREAS**, the Contract and District Board Policy regarding the Method of Selection, Length of Term and Number of Members require the District Board to appoint Michigan Virtual Charter Academy Board of Directors;

**WHEREAS**, the District Board has determined that Mr. Walker meets the required qualifications for a member of the Board of Directors of Michigan Virtual Charter Academy as required by District Board Policy and the Contract.

**NOW THEREFORE BE IT RESOLVED:**

1. The District Board appoints Aaron Walker to complete the vacant two (2) year term of Director Buckles, which term ends on June 30, 2021.
2. Mr. Walker shall take the Oath of Office and submit the Acceptance of Public Office form to the Superintendent or her designee.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Members Mrs. Hemple, Schlak, Hinton, Mr. Hemple,  
Hammonds, Adkins

Nays: Members 

Resolution declared adopted.

Charles E Hemple  
Secretary, Board of Education

The undersigned duly qualified Secretary of the Board of Education of the School District of the City of Hazel Park, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board at a regular meeting held on September 16, 2019, the original of which is a part of the Board's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

Charles E Hemple  
Secretary, Board of Education

**Marva L. Foster**  
5824 Red Coat Lane  
West Bloomfield, MI 48322  
(248) 630-6535  
[marvfoster@sbcglobal.net](mailto:marvfoster@sbcglobal.net)

### **SUMMARY OF QUALIFICATIONS**

- Excellent communication and problem solving skills
- 25 years teaching/administrative experience
- Administrative experience with diverse population
- Proficient in the use of technology integration into the curriculum
- Experience using data to drive instruction

### **RELEVANT EXPERIENCE AND ACCOMPLISHMENTS**

#### **Curriculum Development/Leadership**

- Oversee the formulation and evaluation all policies needed to operate the school/district
- Supervise Counselors overseeing the work to ensure students are College and Career Ready
- Build the Master Schedule
- Oversee the development and maintenance of the School Improvement Plan.
- Perform teacher evaluations using the 5D learning tool
- Use technology such as MISTAR to monitor student achievement and curriculum alignment.
- Serve as Assessment Supervisor for standardized tests. (SAT/Workkeys, M-STEP, NWEA/MAP, etc.)
- Facilitate the integration of professional learning communities within the building.
- Provide leadership in ensuring curriculum, instruction and assessment are aligned.
- Presented and facilitated researched-based instructional strategies to the department.

#### **School Climate**

- Plan and organize student activities
- Supervise after school, evening and weekend events/activities
- Coordinate and supervise pep assemblies.
- Initiated and participated with Administrative team to revise policy issues related to Student Code of conduct.

#### **Program Management**

- Initiated intervention process to reduce suspensions and increase parental involvement.
- Proficient in Restorative Practices
- Responsible for high school facilities and technology.
- Oversee high school's hall monitor (security) personnel staff.

#### **Community Relations**

- Establish partnerships in the community
- Established an articulation agreement between a local high school and a local community college.
- Facilitated the coordination of fundraising with Student Council and staff to donate to charitable organizations.

#### **Financial/Budget Management**

- Managed budget for Student Council Account.

## **WORK HISTORY**

#### **Assistant Principal**

Wayne-Westland Schools, 10/2021 – 2/2024  
 Franklin Middle School  
 33555 Annapolis  
 Wayne, MI

#### **Assistant Principal**

Wayne-Westland Schools, 2003 - 2021  
 John Glenn High School  
 36105 Marquette  
 Westland, MI

#### **Business Teacher - Co-op Coordinator/Department Chair**

Southfield Public Schools, 1999 - 2003  
 Southfield-Lathrup High School  
 19301 West Twelve Mile Road  
 Lathrup Village, MI 48076

#### **Business Teacher**

Pontiac Public Schools  
 300 West Huron  
 Pontiac, MI 48341

## **Volunteer Experience**

Board President, 2018 – Present  
 Board of Director, 2012 - 2018  
 Michigan Virtual Charter Academy

- Responsible for setting policy and providing overall governance of the school.
- Serve(d) on various subcommittees such as Policies, Academic, Finances, etc.

## **EDUCATION**

- Education Specialist Certification, December, 2008
- B.S. (Business Administration) - Wayne State University

## **PROFESSIONAL ORGANIZATIONS**

- Michigan Association of Secondary School Principals
- Michigan Association of Black School Educators



**Monique A. Lake**  
**15250 Ego**  
**Eastpointe, MI 48021**  
**(Home) 313-659-2216 or (Cell) 313-244-4787**  
**moniquelake@sbcglobal.net**

**OBJECTIVE:** To obtain a teaching position that fits my background and experiences.

**EDUCATION:** Eastern Michigan University  
Secondary Education Teacher Certification  
Subject Area: General Science Major and Chemistry Minor  
Completion Date of December 2006  
State of MI Professional Certificate as of 6/3/2015: PF0000000853988

University of Phoenix  
Master of Arts in Teaching; Curriculum and Instruction – June 2011

Lawrence Technological University  
BS Technology Management - May 2000

Eastern Michigan University  
BS Clinical Laboratory Science/Minor in Chemistry – June 1995

**SKILLS:**

**WORK HISTORY:**

**Harper Woods High School – August 2016 – Present**

I currently teach chemistry and physics and I assist the athletic department with ticket sales for sporting games. I also taught summer school for Harper Woods High School in 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022. HWEA Union Vice President 2021 to the present and HWEA Union High School Building Representative 2019-2021.

**Ypsilanti Community High School – August 2013 – August 2016**

I am worked as a grades 9-12 science teacher. I taught biology, chemistry, and physics. I also did after school tutoring through the Ypsilanti Community High School-Eastern Michigan University Bright Futures program. I was student council teacher lead and senior class advisor.

**Casa Richard Academy – February 2012 – August 2013**

I worked as the 9<sup>th</sup> – 12<sup>th</sup> grade science teacher. I taught INS, Biology, Chemistry, Physics and credit recovery and after school tutoring. I replaced the science teacher who moved out of state. Senior class advisor and student council leader.

**Melvindale High School – December 2011 – February 2012**

I worked as a Title One High School Science Teacher. I was responsible for working in the classrooms of two science teachers to help learners in small group settings. I also assisted the special education department with small group pull outs and assisted administering exams to science students. During this time, I was in chemistry and physical science classrooms and tutored after school.

**George Crockett Academy – June 2011 – October 2011**

I was employed at George Crockett Academy as a 6<sup>th</sup> – 8<sup>th</sup> grade science teacher. This position ended due to budgetary constraints.

**Consortium College Preparatory High School – 9/2010 – June 2011**

I was employed as a physics and chemistry teacher at Consortium College Preparatory High School. I have extensive experience in ACT/MME preparation during the school day and Saturday preparation sessions.

**Detroit Public Schools – 6/2010 – 7/2010 and 6/2013 – 7/2013**

I taught at Golightly Educational Center for summer school teaching grades 3-8 science enrichment classes. (2013)

I taught at Davis Aerospace Technical High School for summer school. While there, I taught INS Classes (Integrated and Natural Science) to 9<sup>th</sup> – 12<sup>th</sup> students. (2010)

**Unified Staffing – 12/2009 – 6/2010**

I worked as a substitute teacher at Consortium College Preparatory High School, teaching chemistry for a lead chemistry teacher on maternity leave. My assignment was completed on March 11, 2010. I also subbed at other schools from March 2010 to June 2010.

**Advantage Staffing Inc. – 10/2009 – 12/2009**

I worked as a building substitute teacher and Title One assistant that gave extra help and assistance on math and science concepts to middle school aged students at various charter schools in the Detroit area.

**Old Redford Academy Preparatory High School – 9/2007 – 10/2009**

I worked as a Lead Science Teacher in the Science Department. I have had the experience of teaching Biology, Chemistry, Physics and Forensic Science classes to students ranging from grades 9-12.

**Warren Consolidated Schools – Substitute Teacher – 12/2006 – 6/2007**

Worked as a substitute teacher in the Warren Consolidated Schools district for the area middle schools and high schools.

**Warren Cousino High School – Student Teacher – 9/2006 – 12/2006**

During the Student Teaching experience at Warren Cousino High School, I taught Biology (grades 9 and 10) and Science & Media (grades 11 and 12) classes. I had the experience of working with a diverse student body with many different academic needs.

**Valassis, Inc. – Training and Development Coordinator - 7/2004 – 8/2006**

Worked in the Human Resources Department as a Training and Development Coordinator and assistant to the Global Human Resources Director at Valassis. This role entailed maintaining all records regarding training classes offered to Valassis employees, signing employees up for classes, posting the class offerings on company bulletin boards, maintaining and updating the HR website using MS Front Page, conducting new employee orientation and developing the production of all class materials needed. I also maintained records on class attendance, compile employee evaluations and report results to class facilitators, and assist other HR team members with special projects as needed.

**Ultimate Staffing – 1/2002 – 6/2004**

Was previously staffed at a long term temporary assignment at **Infineon Technologies Corp.** as an **Inside Sales Support Representative**.

Job duties were tracking customer requests on SAP (R3-4.6b system-Sales and Distribution Module) for parts they order from Infineon on a daily basis and to prepare weekly parts schedule reports to customers in Mexico. I worked with Customer Service, Logistics & Marketing to make sure that all part numbers are correct in the SAP system. I was responsible for providing the customer with accurate customer billing documents on a regular basis. I assisted the Sales Field Engineer and Account Manager with daily correspondence to all customers for his automotive account.

**LEADERSHIP  
EXPERIENCE:**

**NSBE Detroit Professionals Chapter – Chapter Treasurer – 2007- Present, Chapter Chair – 2006-2007, VP Operations 2005-2006, Professional Development Chair and Programs Chair – 2001 – 2005**

**NSBE National Conference Technical Professionals Conference Planning Committee Vice Chair 2019, NSBE-Regional Executive Board – Region IV Professionals Programs Chair 2013-2014, Region IV Alumni Finance Chair 2009-2010, Region IV Alumni Conference Manager 2008-2009, Region IV Alumni Secretary 2007-2008, Fall Conference Manager 2008, Fall Conference 2003 PDC Chair, Spring Conference Planning Chair 2002, Fall Conference 2001 PDC Chair, Fall Conference Banquet Chair 1998**

**NSBE Process Improvement Special Interest Group – Director of Communications, 2020-2021 Program Year**

**National Society of Black Engineers (NSBE)-LTU Chapter**

- **Chapter Advisor - 2000-2002**
- **Chapter President – 1999-2000, 1998-1999**
- **Chapter Programs Chair – 1997-1998**
- **Chapter Member – 1996-1997**

**Engineering Society of Detroit Affiliate Council – Council Chair 2003-2005  
ESD Affiliate Council Secretary 2002-Present, Member 2002 – Present  
Fellow Engineering Society of Detroit, 2015 – present.**

**Michigan Virtual Charter Academy – Board of Directors Vice President  
And Board of Directors Member – 2014 to the present**

Monique A. Lake was born and raised in Detroit, MI. Monique is the only child of Roderick and Alice Lake. She attended grade school and middle school at Greenfield Peace Lutheran School and graduated from Bishop Borgess High School in 1987.

Monique's college career took her a couple of places. She graduated from Eastern Michigan University in 1995 with a BS in Clinical Lab Science. She attained another BS in Engineering Technology Management from Lawrence Technological University in 2000. While going through college both times, she worked in many administrative professional roles at many companies over various industries and various retail positions. Monique has also held positions such as engineering sales assistant, human resources training and development coordinator and has worked on many web based technology projects in previous companies in which she has worked. Upon entering LTU, Monique found the start to the many places in which NSBE would lead her to the present.

At LTU she started out in NSBE as a member which led to positions of programs chair, president, secretary, treasurer, and many other roles in the student chapter. In 2001, Monique joined the alumni extension for Detroit where she has held many of the same positions at the alumni level. She is currently NSBE-Detroit Professionals Treasurer. Monique has also held regional positions as conference planning chair, professional development conference chair, regional secretary for Region IV Alumni Board, Region IV conference manager, Region IV Alumni Finance Chair, and Vice Chair of the Technical Professionals Conference Planning Committee for the 45<sup>th</sup> NSBE National Convention that was held in Detroit, MI in March of 2019. At the 45<sup>th</sup> NSBE National Convention, Monique was awarded a NSBE Lifetime Membership which she is extremely grateful to receive this special honor and recognition. She also has served on the Affiliate Council of the Engineering Society of Detroit as past chair and currently holds the position of secretary. Monique Lake was awarded the honor of being inducted into the ESD College of Fellows in 2015. Monique currently serves as the Communications Director for the NSBE Process Improvement Special Interest Group (July 2020 to the present).

Seventeen years ago, Monique completed the requirements needed to teach secondary science to grades 6-12 and has received the State of Michigan Provisional License and Professional License for Secondary Science Teaching. Monique has taught in Warren Consolidated Schools District, charter schools in the Detroit area, and has taught at Ypsilanti Community High School for three years. Monique is currently teaching at Harper Woods High School as a Chemistry teacher and has taught there for 8 years. Over her teaching career, Monique has taught biology, chemistry, physics, forensic science, and other science subjects. Monique is also a high school building representative for the Harper Woods MEA teacher union. In 2022, Monique was elected to the Vice

President of the Harper Woods MEA teacher union and also served on the bargaining committee for the 2022 contract negotiation process.

Outside of Harper Woods, Monique helps students of all ages as a tutor in science, math, and writing. Monique likes to mentor and shape young minds to help them become better versions of themselves.

Monique Lake since 2014 has also been a Director on the Board for Michigan Virtual Charter Academy and was elected Vice President of the Board in 2018. Monique also serves as Academic Committee lead person on the Michigan Virtual Charter Academy Board of Directors.

Monique enjoys volunteering and supporting organizations to help people in need and uplift the community. Over the past 20 years, Monique has volunteered with organizations such as Habitat for Humanity, Paint the Town, Life Remolded, Gleaners Food Bank, Girls Scouts of America, Arts and Scraps, and DAPCEP.

In Monique's spare time, she loves shopping, movies, many genres of music, traveling, bowling, going to concerts, and trying new restaurants. Monique also likes to do event planning such as weddings and showers. She is also a sports fan, especially for Detroit teams.



Colin Houston  
Hazel Park, Michigan, United States  
colinhollydec2012@gmail.com 248-635-8184  
linkedin.com/in/colin-houston-761a8317a

## Experience

### Business Development Manager-Team Lead

#### Barnes & Noble, Inc.

Jan 2020 – Present

Providing consultative professional development and classroom book fulfillment, STEM/STEAM and innovative learning resources & training, as well as corporate and educator community partnership opportunities for Eastern Michigan and Toledo Ohio Area. Also, a team member of the mentor and training team. Market Led to support management team with team support. Act as a resource for business development questions and help disseminate information quickly when needed to create urgency and move teams forward. Act as a role model to other BDM's to help them run great programs, so they can deliver an exceptional experience while building profitability. Assist in business development talent development throughout the market by being a trainer to newly promoted and/or hired BDM's.

### Account Manager

#### Kelly

Feb 2019 - Nov 2019

We connect people to work in ways that enrich their lives. As an Account Executive I was responsible for developing business with prospective strategic customers and penetration and retention of existing customers. This includes the following: territory management, lead identification and qualification, cold calling, setting appointments, creating and developing proposals and pricing models, making presentations, documenting customer agreements, closing sales through effective negotiation, documenting sales activities and conducting business reviews. Also, I acted as a business consultant gaining thorough understanding of the customer's needs and selecting the appropriate Kelly solutions to meet those needs. I Partnered with the branch staff to ensure effective service delivery. I stayed current with competitive trends, staffing/human resource issues and market conditions and their effect on business.

## Adjunct Instructor

### Adjunct Faculty, Henry Ford College

Jan 2007 - Dec 2017

Taught Advanced First Aid/Emergency Medical Response (3 credit course). This included basic and advanced skills to sustain the patient's life until EMS arrived. Students had the opportunity to be certified in CPR/AED for the Professional Rescuer and Emergency Medical Response.

## Strategic Account Manager

### American Red Cross

Oct 1999 - Oct 2017

Consistently monitored trends within the industry to create and maintain medium to large business accounts for a vast array of clients. Meet and exceeded sales plan year after year. Served as an expert in CPR/AED/First Aid Products and Automated External Defibrillators. Forged and sustained strong partnerships with each Top Tier Training Partner. Generated new sales using existing and potential client networks and interfacing with all training partners and prospects.

## Education

### Central Michigan University

Industrial and Organizational Psychology

## Licenses & Certifications

OSHA 10/30 Construction Safety and Health – OSHA: 36-005295941

### Adult & Pediatric CPR/AED/First Aid + BBP - American Red Cross

Expires Feb 2026

### Basic Life Support for Healthcare Providers (BLS) - American Heart Association

Expires Nov 2024

## Volunteer Activities

Michigan Virtual Charter Academy Board of Directors- 2019-2024 (5 years)

Michigan Virtual Charter Academy Finance Team Member-2024

Trustee Chair- Ferndale Free Methodist Church

Youth Director- Ferndale Free Methodist Church

## **Skills**

Customer Service • Sales • Leadership • Account Management • Business Development • Excel • Power Point • Sales Force/ Sales Management • Team Building • Teaching • Training Development

# AARON WALKER

EDUCATOR & YOUTH SERVICES SPECIALIST | BASED IN MICHIGAN

## CONTACT

P: (734)-306-2648

E: [championsreign@gmail.com](mailto:championsreign@gmail.com)

## EDUCATION

- **BA, Business Admin & Marketing**  
Northwood University

## PROFESSIONAL EXPERIENCE

- **Michigan Virtual Charter Academy**  
Board Member, 2019 to Present
- **Sankofa Investment Club**  
Vice President (Current)  
Treasurer
- **Boys & Girls Club SE Michigan**  
Operations Support, Social Media  
Youth Athletics Coach
- **NFL Flag & I-9 HIGH VELOCITY**  
Coach:— 8 Yrs.
- **Huntington Learning Center**  
Tutoring/Mentoring
- **Edustaff**  
Para professional

## SKILLS

- Digital Marketing & Social Media Mgt.
- Customer Service, Relations & Retention
- Business Development & Sales Inventory
- Purchasing, Billing & Data Management
- Team Building & Communication
- Education, Coaching, Mentoring

## ABOUT ME

Proven record of growth, innovation, and performance. Highly successful in marketing, building relationships, and customer service through the connection of people and ideas.

Strong ability to present information and concepts to varying audiences and leverage engagement to nurture relationship development in pursuit of mutually beneficial outcomes.

## EXPERIENCE

### E-Commerce

2021 - Present, Amazon/Whole Foods

- Customer shopper and packaging specialist.  
Responsible for picking and packing orders for delivery.

### E-Commerce Consulting and Marketing Manager

2016 - Present, ACJ Champion Ventures

- Manage and automate Amazon seller stores. Finding quality products and handling purchase orders/invoices. Manage pricing and selling strategies. Supervising logistics, shipping, and delivery solutions for online customers.

### Marketing & Sales Manager

2014 - 2016, Sysco Foods

- Consulting services and sales rep for owners, general managers, and chefs of local restaurants, hotels, schools, convenience stores, and hospitals. Business development and customer service optimization. Provided strategic growth and problem-solving suggestions to overcome challenges.
- Demonstrated success in opening new accounts and closing business in a highly competitive market where our products and services were not the least expensive.

### Client Specialist/Strategist

2012 - 2014, Genpact@Google

- Google AdWords Certified: Advertising account setup and management.
- Position use of Google AdWords to improve client online marketing footprint.
- Leverage the use of the AdWords platform to increase the effectiveness of the website and social media.
- Focus on improving client processes, driving business awareness, and impact.
- Troubleshoot technical problems in a time-sensitive manner

### Substitute Teacher / Student Mentor

2010- 2014, PESG Michigan

- K-12th Grade Mentor and Assistant Instructor

P: (734)-306-2648 | E: [championsreign@gmail.com](mailto:championsreign@gmail.com)

**Ramone Ramone Crowe**

XXXXXXX

CANTON, Michigan 48187 United States

Day Phone: (313) 492-7974

Evening Phone: (313) 492-7974

Email: rcrowejr@gmail.com

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**Availability:****Job Type:** Permanent**Work Schedule:** Full-time

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**Desired Locations:**Detroit Metro Area, United States; Oberlin, United States

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**Work Experience:****Aviation and Aerospace Consultant****Wayne State University, College of Engineering**

5050 Anthony Wayne Dr.

Detroit, MI

**12/2023 - Present****Hours per week:** 20**Duties, Accomplishments and Related Skills:**

Serves as an aerospace SME to assist WSU in creating a stackable credential aerospace degree program. Providing aviation/aerospace task area support to include research and clarification of technical studies; accreditation and regulatory requirements; program development; planning and results management; communications, community and public relations support.

**Supervisor:** Dr. Ali Abolmaali ((313) 577-4707)**Okay to contact this Supervisor:** Yes

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**Community Outreach and Public Relations Manager****City of Detroit, Coleman A. Young Airport**

11499 Conner St

Detroit, MI

**1/2024 - Present****Hours per week:** 20**Duties, Accomplishments and Related Skills:**

Serves as the chief strategist for development and growth for the City of Detroit Airport Department. Develops and helps implement large transformative ideas and leads large initiatives for the growth and development of Coleman A. Young Airport.

Leading aviation growth efforts and development strategic plan to attract new aerospace companies to KDET. Leading the City of Detroit efforts to relocate Benjamin O. Davis High School to KDET by 2026.

Establishing a partnership among Wayne State University (WSU), the City, and Zipline to provide drone delivery services for medical supplies in Detroit by 2025.

**Supervisor:** Jason Watt ((248) 850-0237)**Okay to contact this Supervisor:** Contact me first

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**National Program Manager, NAS Integration and Policy Group****Federal Aviation Administration (This is a federal job)**

800 Independence Ave, SW

Washington, DC



**11/2016 - Present****Salary:** \$0.00 USD Bi-weekly**Hours per week:** 40**Series:** 0343 Management And Program Analysis**Pay Plan:** FV - Federal Aviation Administration Core Compensation Plan**Grade:** J**Duties, Accomplishments and Related Skills:**

I currently serve as a mediator for the FAA's EEO Mediator Program. I have received over 80 hours of mediation and employee special emphasis training from the FAA, Federal Mediation and Conciliation Service, and Rushford and Associates.

I serve as a member of the Technical Operation (TechOps) Services, Operation Support Directorate, National Airspace (NAS) Integration and Support Group, NAS Policy and Services Team, AJW-183. I manage programs that provide national policy and procedures for the Operations and Maintenance of NAS systems.

As the Office of Primary Responsibility (OPR) for this policy order in AJW-183, I developed and maintain FAA Order 6000.6 (Interagency Ground Inspection Guidance), for ground inspection and certification of military and U.S Coast Guard navigational facilities used in the NAS.

In addition, I provided support to Technical Operations Services, Operations Support NAS Modernization Group, Advance Systems Design Service Team, AJW-121. As a Subject Matter Expert (SME) in the non-Federal Navigational Aids Program on a national level. I wrote national policy and provided guidance to ensure agency compliance with the provisions of Title 49 United States Code as they apply to non-Federal navigational aids.

**Non-Federal Tool Project**

I provided support to Technical Operations Services, Operations Support NAS Modernization Group, Advance Systems Design Service Team, AJW-121. As the Program Manager for the Non-Federal Tool (NFT), I developed and implemented policy and training requirements in accordance with FAA Order 6700.20 (Non-Federal Navigational Aids, Air Traffic Control Facilities, and Automated Weather Systems). The NFT was designed to automatic data collection, tracking, and reporting for the Non-Federal Policy and Oversight Program. The tool serves as the single point of NAS-wide data collection and maintenance tracking for over 2300 facilities. The success of this tool resulted in it becoming mandatory for use by the FAA.

I led the effort of drafting the changes to FAA Order 6700.20 and developed related forms, Standard Operating Procedures (SOPs), and supplemental documents, including updating Information Security documents in the Security Management & Assessment Reporting Tool (SMART).

I developed the national training for the Program Implementation Managers and the Non-Fed Inspectors and delivered training to field personnel in all three Service Areas on the use and operation of the NFT application.

I maintained the NFT, by conducting Information System Contingency Plan tabletop tests. This is an annual requirement to test the contingency plan during a system failure. This involves the AJW-121 front-line manager, developers, and system administrators. Also, I reviewed and edited the SOPs; user's roles and responsibilities; and requirements for Phase III.

**Ground Base Augmentation System Project**

As a team member of the Advance System Design Team, AJW-121, I participated in the coordination of the Ground Base Augmentation System (GBAS) Block II software upgrade at Houston Inter-Continental (KIAH). Participated in the workgroup that addressed the issue of the GBAS approaches being inadvertently disabled.

I briefed airport executives across the country at the Annual Airports Division Regional and American Association of Airport Executives Conferences on the operation of the Non-Fed Policy & Oversight Program.

**Runway Safety Area Project**

As the Program Manager, I managed the National Runway Safety Area (RSA) Program for TechOps. I developed policy for personnel and vehicles operating within the RSA at airports. Developed the TechOps RSA Letter of Agreement (LOA) repository as part of the electronic Facility Reference Data (eFRD) application on TechNet. Assisted in drafting the Memorandum to the field from AJW-1, and provided guidance to upload the required RSA LOA in the eFRD.

**Outreach Projects**

I currently serve as the Director for the Metro Detroit Aviation Career Education (ACE) Academies, I conduct Aviation Career Education outreach activities to expose the general public to aviation career opportunities. I mentor students; deliver educational speeches; provide training to apply for FAA positions; coordinate training for the weeklong academies; schedule and conduct coordination meetings; build partnerships with sponsors for the academies; vet students; track feedback from participants to develop improvements for the academies.

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**Community Outreach Program Manager****Community Outreach Representative**

365 N. Roosevelt St., Unit 301  
Canton, MI

**9/1996 - Present****Hours per week: 20****Duties, Accomplishments and Related Skills:**

Outreach Program Manager: I have over 31 years of proven ability to build and maintain strong relationships with local communities, aerospace industry executives, and government agencies to ensure a harmonious relationship between airports and their neighbors. An In-depth knowledge of the aviation industry, airport operations, and regulatory compliance, allowing for effective communication and advocacy on behalf of the airport. Implemented and managed a comprehensive community aerospace outreach program that increased community engagement and collaboration with school systems and organizations. My efforts have resulted in over 30,000 students being exposed to aerospace career pathways. Below are a few examples of my outreach activities:

Detroit Aviation Career Education (ACE): The Metro Detroit ACE Academy is a weeklong program that has existed for over 30 years which provides high-school students with experiences to raise awareness of future aerospace career pathway opportunities., especially those from under-served communities who may lack exposure to these career pathways.

I have been the Co-Director of Metro Detroit's Aviation Career Education (ACE) Academy for the past eight (8) years and involved in the program for over 25 years. I am responsible for expanding the program from one (1) academy in Detroit to six (6) academies in Michigan and Illinois. Students attend our program from around the country, including Nigeria and Ghana countries. As a result of my efforts over 5,000 students have been exposed to aerospace career pathways, some are currently employed in the industry.

I am responsible for coordinating the attendance of Laurence Wildgoose, Federal Aviation Administration (FAA), Assistant Administrator for Policy, International Affairs, and Environment; Sean Doyle, FAA Great Lakes Region Deputy Administrator; and Bill McClinton, FAA Great Lakes Director of HR, in touring the Tuskegee Airmen National Historical Museum, and exposing the FAA executives to aviation programs being held at the Coleman A. Young International Airport.

I am responsible for obtaining funding for the program, and developing partnerships with industry organizations and executives to support this program, including but not limited to the following organizations: These partners include the FAA, National Black Coalition of Federal Aviation Employees, Tuskegee Airmen National Historical Museum, Black United Fund of Michigan, Michigan Virtual Charter Academy, Delta Airlines, American Airlines, United Airlines, Kalitta Air, Air National Guard, Wayne State University, Aviation Institute of Maintenance, Fulton Leadership Academy, Wayne County Airport Authority, Muskegon Airport Authority, C&S Companies, Lewis University, Bradley University, Western Michigan University, AV Flight and Michigan

Institute of Aerospace Technology.

Michigan Association of Airport Executives (MAAE): I was invited to be a panelist at the MAAE's Annual Conference to discuss "Perspectives on Diversity, Equity and Inclusion" in the aerospace industry. I provided my perspectives and experiences on the value of equity to the industry to most airport executives and change makers in Michigan.

Annual White House Historically Black Colleges and University (HBCU) Week: In 2022, I participated in the White House National HBCU Week, in Washington DC. This was part of President Biden's White House Initiatives on HBCUs and Advancing Educational Equity. I was responsible for the coordination of the FAA interactive exhibit booth to demonstrate its Virtual Immersive Sighting Tower Assessment (VISTA) Program.

In 2023, I served as a panelist for the Office of the Secretary, Department of Transportation at the White House HBCU Week in Washington DC, on "Time Management".

Michigan College Access Program Personnel (MI-CAPP): I was invited to present and I delivered a presentation on "Professional Development to students attending the Annual MI-CAPP Student Leadership Summit. I was able to interact with future leaders and the faculty of some of Michigan's best universities.

Benjamin O. Davis Aviation High School I participated in Davis Aerospace High School's mentoring program for several years. Was an aviation panel member for students during National Aviation Month.

Detroit Midnight Golf Program: I participated in Midnight Golf's Speed Mentoring Program for Metro Students at the University of Detroit Mercy. Coordinated a \$5,000 scholarship donation for students in the program.

The U.S. Department of Labor: I coordinated and participated in The U.S. Department of Labor Office of Federal Contract Compliance Programs (OFCCP), Southeast Region Black History Month with original Tuskegee Airman, Retired Lt. Colonel Harry Stewart and President of the TANHM.

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### **National Program Manager**

**Federal Aviation Administration (This is a federal job)**

800 Independence Ave SW  
Washington, DC

**12/2021 - 1/2022**

**Hours per week: 40**

**Series: 0343 Management And Program Analysis**

**Pay Plan: FV - Federal Aviation Administration Core Compensation Plan**

**Grade: J**

#### **Duties, Accomplishments and Related Skills:**

I served as the Project Lead for the Aviation Workforce and Education Division, ARA-100 to develop, obtain approval, and conduct the initial implementation of a scalable plan for the FAA's Adopt-a-School (AAS) program.

I developed and proposed the new AAS Reimagined Program to modify the current AAS program to position the program for scalability and sustainability.

I collaborated with ARA-100 staff, high-level management, FAA Line of Businesses, Staff Offices, and external partners to accomplish the agency's goal.

The AAS Reimagined Program was intended to serve K-12 students in underrepresented and underserved communities and was designed to introduce aerospace concepts to classrooms while establishing positive community relationships.

The AAS Reimagined Program also amplifies the FAA's commitment to bring STEM education to every student,

by building relationships with educators, students, and parents including fostering lasting relationships with communities and community leaders.

I ensured the AAS Reimagined Program aligned with the President's Executives Order, U.S. statutes, Department of Transportation and FAA policies, and strategic plans.

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**Supervisory Airway Transportation System Specialist  
Federal Aviation Administration (This is a federal job)**

8808 Beck Rd  
Belleville, MI

**8/2014 - 11/2016**

**Salary:** \$0.00 USD Per Year

**Hours per week:** 40

**Series:** 2101 Transportation Specialist

**Pay Plan:** FV - Federal Aviation Administration Core Compensation Plan

**Grade:** J

**Duties, Accomplishments and Related Skills:**

Served as the Ypsilanti System Support Center (SSC) Manager located in Belleville, MI.

Managed Technical Operations for Detroit City, Willow Run, Ann Arbor, and Jackson Airports, ensuring all federal facilities related to air traffic services are maintained in accordance with federal regulations for safe air travel.

As the Ypsilanti Systems Support Center Manager (SSCM), I successfully managed thirteen Environmental, Radar, NAV/COM, and M&PA Specialists. This included meeting and exceeding all of the District's and National goals to include periodic maintenance (PMs), modifications, certifications, corrective maintenance, and logging it in SAL.

In the first 30 days as the SSCM, I communicated to the System Support Center (SSC) my objectives and methods to achieve the goals and objectives of the District. Initiated mid-monthly Preventative Maintenance (PM) meetings to address the high percentage of missed PM activities. In the first month of implementing this initiative NO PMs activities were missed. I created a workload assignment document for the SSC. This document removed the workload confusion that existed within the unit and provided a clear understanding of workload responsibility and accountability.

I formulated and executed a plan to improve morale within the SSC. Morale was extremely low within the SSC. This is due to some of the Airway Transportation System Specialists (ATSS) feeling that management allowed cliques to dictate the culture within the SSC. They felt there was no accountability to address poor-performing ATSSs, but instead, they had to perform their duties. To address this issue, I ensured everyone was treated fairly and had an equal voice within the SSC. This led to open dialogue between staff and me on issues within the SSC. Promptly addressed performance issues in accordance with FAA policies leading to improved performance by staff. Reinvigorated the relationships between Technical Services, Air Traffic Services, and my SSC to address technical issues reversing the negative perception of the SSC.

I formulated a plan to address issues with technicians who were not completing technical training and employee training certifications. I utilized OneNote and Outlook Calendar to track the progress of ATSSs' training while working with the Program Training Specialists on coordination. The execution of this plan resulted in my SSC being the leader in the District in completing certification for ATSSs. This placed the SSC in a better position to complete its PMs and corrective maintenance.

I was responsible for making sure all training requirements for the SSC were met using various tools including CMRIS, Resident training, CBI/ELMS, Directed Study, and OJT and Performance Exams. These tools were very helpful in developing a training plan for the new hires that I managed.



The SSC had problems with completing new equipment installation projects and the Joint Acceptance Inspections (JAI). I established monthly unit meetings to discuss these activities. To solve this issue, I assigned all projects to the responsible ATSS in Outlook to provide tracking. Doing this ensured progress was continuously tracked and resolved the problem.

Seven Grievances were filed, three Weingarten investigations were held, three Records of Conversations (ROC) were issued, and one Accountability Board (AB) was filed in the first 30 days as the SSCM. I worked on these issues through my local union representative, technical operations manager, labor manager resource specialist, executive management technical representative, and the ATSSs. Utilizing my extensive background in LMR and EEO, I was able to resolve 4 of the 7 Grievances; effect positive change in the employees that received ROC; Reviewed the Standard of Conduct and Douglass Factors with the unit to prevent future Weingarten issues; AB found no issues.

Provided support for the Chicago Center (ZAU) fire. Created and implemented a plan to support high-impact facilities that supported ZAU. I was responsible for Canton Long Range Radar (QDT) and Salem (SVM) VOR facilities in Canton, Michigan. I created a plan to ensure maximum response time if an outage occurred to either facility to reduce the adverse impact on the National Airspace (NAS) by using Controlled Time of Arrival (CTA) and daily site inspections.

Complete 100% of Unstaffed Infrastructure Sustainment (UIS) inspections for my SSC to meet the CSA and Headquarters' requirements.

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## **Interior Communication Electrician**

### **Dept. of the Navy**

Unknown

Norfolk, VA

**6/1987 - 6/1991**

**Salary:** \$0.00 USD Per Year

**Hours per week:** 40

### **Duties, Accomplishments and Related Skills:**

As a supervisor in the Navy, I led a work center team of eight people.

Maintained daily operations of all interior shipboard communication and navigational systems. Maintained the ship's electrical switchboard. Scheduled and performed all maintenance of interior communications systems and navigational aids and power distribution system.

I ensured that all preventative maintenance was performed in accordance with the handbooks; scheduled and assigned people to the watch schedules; ensured that corrective maintenance was performed in acceptable timeframes to minimize the adverse impact to the ship's mission; and ensured compliance of all safety procedures followed.

Responsible for removal, installation, troubleshooting, and programming of all shipboard interior communication and navigational systems.

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## **Education:**

**Central Michigan University** Mount Pleasant, MI United States

Bachelor's degree 5 / 2011

**GPA:** 3.43 of a maximum 4

**Credits Earned:** 124 Semester Hours

**Major:** Business Administration **Minor:** Organization Management

### **Relevant Coursework, Licenses and Certifications:**

ACC 201 - Principles of Accounting I ACC 202 - Concepts Managerial Accounting IPC 357 - Public Speaking

MGT 312 - Intro to Management MGT 495 - Global Mgt Strategy FIN 332 - Managerial Finance PHL 318 -

Business Ethics ENG 303 - Technical Writing



**Job Related Training:**

Labor Management Relations Course - 09/95  
05592 - EEO Counselor Training - 04/97  
Advanced Implementation Techniques for Special Emphasis Program Managers - 8/00  
MS PowerPoint - 9/00  
Removing Barriers to Success - 8/01  
How to Give High Impact Presentation - 08/01  
10501 - Facility Instructor Training - 03/02  
MS Excel 6/02  
MS Access 8/02  
Business Case - OMB Exhibit 300 - 08/04  
01277 - Systems Thinking - 7/05  
FAA01200401 - Completing the Frontline Manager's Curriculum - 10/13  
FAA01200402 - Transitioning into Management - 1/14  
FAA01200403 - Leadership - 1/14  
FAA01200404 - Managerial Workforce Planning - 1/14  
FAA01200405 - The FAA Performance Management System - 1/14  
FAA01200406 - Managing Performance in the FAA - 10/13  
FAA01200407 - Equal Employment Opportunity: Anti-Discrimination Laws - 11/13  
FAA01200408 - Equal Employment Opportunity: Preventing Discrimination - 11/13  
FAA01200409 - Equal Employment Opportunity: Sexual Harassment - 11/13  
FAA01200410 - Equal Employment Opportunity: Understanding Reasonable Accommodation - 11/13  
FAA01200411 - Accountability Board - 11/13  
FAA01200412 - Introduction to Labor Management Relations: LMR History, Roles and Laws - 12/13  
FAA01200413 - Introduction to Labor Management Relations: Conditions of Employment - 12/13  
FAA01200414 - Introduction to Labor Management Relations: Types of Meetings - 12/13  
FAA01200415 - Conduct and Discipline: The Basics of Ethical Behavior - 10/13  
FAA01200416 - Conduct and Discipline: Conducting an Investigation - 1/14  
FAA01200417 - Conduct and Discipline: The Disciplinary Process - 1/14  
FAA01200418 - Issue Resolution - 1/14  
FAA01200419 - Work Life Solutions - 1/14  
FAA01200420 - Managing Leave - 1/14  
FAA01200422 - Employment Issues - 1/14  
FAA01200423 - FAA Core Camp Pay and Compensation - 1/14  
FAA01200426 - Office of Workers' Compensation Program - 1/14

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**Language Skills:**

Language	Spoken	Written	Read
English	Advanced	Advanced	Advanced

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**Affiliations:**

National Black Coalition of Federal Aviation Employees (NBCFAE) - National Vice/Regional/Chapter President  
Roles  
Jack and Jill of America - Ypsilanti Chapter - President of Men's Auxiliary  
100 Black Men of Greater Detroit - Co-Chair Oratorical Contest  
Michigan Virtual Charter Academy - Board Director  
Black United Fund of Michigan - Board of Directors  
Organization of Black Aerospace Professional - Member  
Alpha Phi Alpha Fraternity, Inc - Member/Past Chapter President

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**References:**

Name	Employer	Title	Phone	Email
Charles Motley (*)	Catholic Health Partners	Regional Director	(734) 658-5344	cemotley@gmail.com
Linda Smith (*)	FAA	Retired	(817) 9394590	inrut@att.net
Debra Jordan (*)	Progressive	HR VP	(847) 887-9768	debrajordan1@comcast.net

(\*) Indicates professional reference

### Additional Information:

#### Awards/Recognition:

Plaque/Cash Award - From GL Division Manager. I was instrumental in supporting Airway Facilities Division Model Work Environment (MWE) and Affirmative Employment Initiatives.

I provided invaluable feedback to the regional program managers in the development of briefings used in MWE awareness presentations. The presentations were provided to leadership teams throughout the region to ensure managers and supervisors have a common understanding of their roles and responsibilities with respect to establishing a Model Work Environment within their organizations. I also played an integral role in the agency's outreach accomplishments. I recognized the difficulty the agency experienced in locating a qualified school within the State of Michigan to qualify as a candidate for the AF-Collegiate Training Initiative (CTI) Program. I personally networked with community leaders and referred Wayne County Community College as a resource, which later received CTI accreditation. Due to my commitment and diligence, Great Lakes was the only region to have an accredited AF-CTI school in each System Management Office (SMO) location.

I remained actively involved in mentorship and aviation related educational programs. Management viewed my energy as contagious, and appreciated how I shared my enthusiasm with young people throughout the region internal and external to the agency. I assisted Airway Facilities with staying committed to fulfilling its organizational goals of increasing the representation of women, minorities and people with disabilities in the workplace by personally referring qualified candidates.

Received the Spirit of Detroit Award for Entrepreneurship by Detroit City Council for my outstanding mentorship of future entrepreneurs and community service.

Two Above and Beyond awards - Received from the Regional Administrator for my participation in Aviation Career Education Program (ACE).

DOT Secretary's Gold Medal Certificate - For my participation in the Garrett A. Morgan Technology & Transportation Futures Program and the Aviation Career Education Program (ACE).

Letter of Commendation - For giving presentations on opportunities within the FAA at an aviation career week function.

As Great Lakes (GL) President of the National Black Coalition of Federal Aviation Employees (NBCFAE), I provided leadership and mentorship to over 100 members and employees of the FAA. I chaired regional Executive Board (EB) meetings, telecons, and annual training conferences with non-members and members to ensure that the regions maintained a high standard of effectiveness according to our By-Laws. I have represented several NBCFAE members and FAA employees in EEO cases filed against the FAA, many resulted in a positive outcome for the employees and the agency. I persuaded non-members to join NBCFAE. I persuaded members to assume an active role in leadership positions on the Regional EB, and mentored them once they accepted the positions. Based on my leadership and setting a high standard of success for my region, GL Region became the model region for every region in the organization. By encouraging teamwork, professionalism, and executing with precision on regional initiatives, our region was voted Region of the Year two consecutive years of my first term as Region President. Because of my leadership at this level, I was nominated and elected as National VP of NBCFAE.

**SCHEDULE 3**  
**FISCAL AGENT AGREEMENT**

**BOARD OF EDUCATION FOR THE CITY OF HAZEL PARK SCHOOL DISTRICT  
AND MICHIGAN VIRTUAL CHARTER ACADEMY**

**Schedule 3**

**FISCAL AGENT AGREEMENT**

This Fiscal Agent Agreement is part of the Contract issued by the Board of Education for The City of Hazel Park School District ("Authorizer"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Michigan Virtual Charter Academy, a Michigan school of excellence which is a cyber school ("the Academy"), pursuant to Part 6E, Sections MCL 380.551 through and including MCL 380.561.

**Preliminary Recitals**

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

WHEREAS, the Authorizer is required by State 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.

"Charter Schools Office" means the Office of the Superintendent of the Authorizer or her designee.

"Fiscal Agent" means the Authorizer, or an officer or employee of The City of Hazel Park School District as designated by the Authorizer.

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

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

"State" means the State of Michigan.

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

## **ARTICLE II FISCAL AGENT DUTIES**

Section 2.01. Receipt of State School Aid Payments and Other Funds. The Authorizer is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the Authorizer and the Academy may also agree that the Authorizer 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. The Authorizer is hereby authorized to retain any amount owed to the Authorizer by the Academy pursuant to Section 2.7 of the Charter Contract, provided that the District Board shall retain no more than the total of (a) 3% of the State School Aid, excluding categorical, for its oversight of the Academy, (b) District Board Costs and/or (c) the costs associated with responding to a subpoena or FOIA request under Section 2.6 of the Charter Contract.

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

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

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



State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

### **ARTICLE III STATE DUTIES**

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

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

### **ARTICLE IV ACADEMY DUTIES**

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

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

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

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

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

## **ARTICLE V RECORDS AND REPORTS**

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, 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, 2011, 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 Authorizer 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 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 the Board of Education for The City of Hazel Park School District to Michigan Virtual Charter Academy.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 4**

**ACADEMY ARTICLES OF INCORPORATION, FILING ENDORSEMENT AND  
CERTIFICATE OF GOOD STANDING**

**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

**RESTATED ARTICLES OF INCORPORATION**

For use by **DOMESTIC NONPROFIT CORPORATION**

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

The identification number assigned by the Bureau is:

800925820

The present name of the corporation is:

MICHIGAN VIRTUAL CHARTER  
ACADEMY

All former names of the corporation are:

The date of filing the original Articles of Incorporation was:

6/7/2010

**ARTICLE I**

The name of the corporation is:

MICHIGAN VIRTUAL CHARTER ACADEMY

**ARTICLE II**

The purpose or purposes for which the corporation is formed for:\*

1. The corporation is organized for the purpose of operating as a school of excellence, particularly a cyber school, as that term is defined pursuant to Part 6E of the Revised School Code, Act 451, P.A. 1976 (as amended, the "Code").
2. The corporation is a governmental entity and all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

**ARTICLE III**

The Corporation is formed upon  basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the corporation is to be financed under the following general plan:

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

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

The Corporation is formed on a  basis.

**ARTICLE IV**

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JOSEPH B. URBAN
2. Street Address: 151 SOUTH OLD WOODWARD AVENUE
- Apt/Suite/Other: SUITE 200



City: BIRMINGHAM

State: MI

Zip Code: 48009

3. Registered Office Mailing Address:

P.O. Box or Street Address: 151 SOUTH OLD WOODWARD

Apt/Suite/Other: SUITE 200

City: BIRMINGHAM

State: MI

Zip Code: 48009

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE V

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF OR BE DISTRIBUTABLE TO ITS DIRECTORS, BOARD, OFFICERS OR OTHER PRIVATE PERSONS, OR ORGANIZATION ORGANIZED AND OPERATED FOR A PROFIT (EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN THE FURTHERANCE OF THE PURPOSES SET FORTH IN ARTICLE II HEREOF). NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THE CORPORATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON BY A GOVERNMENTAL ENTITY EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 115 OF THE IRC, OR COMPARABLE PROVISIONS OF ANY SUCCESSOR LAW.

TO THE EXTENT PERMITTED BY LAW, UPON THE DISSOLUTION OF THE CORPORATION, THE BOARD SHALL AFTER PAYING OR MAKING PROVISION FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL OF THE ASSETS OF THE CORPORATION TO THE AUTHORIZER FOR FORWARDING TO THE STATE SCHOOL AID FUND ESTABLISHED UNDER ARTICLE IX, SECTION 11 OF THE CONSTITUTION OF THE STATE OF MICHIGAN OF 1963, AS AMENDED.

ARTICLE VI

THE CORPORATION AND ITS INCORPORATORS, BOARD MEMBERS, OFFICERS, EMPLOYEES, AND VOLUNTEERS HAVE GOVERNMENTAL IMMUNITY AS PROVIDED IN SECTION 7 OF ACT NO. 170 OF THE PUBLIC ACTS OF 1964, BEING SECTION 691.1407 OF THE MICHIGAN COMPILED LAWS.

ARTICLE VII

THE AUTHORIZING BODY FOR THE CORPORATION IS THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF HAZEL PARK (THE "AUTHORIZER"). THESE ARTICLES OF INCORPORATION SHALL NOT BE AMENDED EXCEPT BY THE PROCESS PROVIDED IN ARTICLE VIII OF THE CONTRACT EXECUTED BY THE CORPORATION AND THE AUTHORIZER.

ARTICLE VIII

EXCEPT AS OTHERWISE PROVIDED BY LAW, A DIRECTOR OR VOLUNTEER OFFICER OF THE CORPORATION IS NOT LIABLE TO THE CORPORATION FOR MONEY DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A DIRECTOR OR VOLUNTEER OFFICER.

THE CORPORATION ASSUMES ALL LIABILITY TO ANY PERSON OTHER THAN THE CORPORATION FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR INCURRED IN THE GOOD FAITH PERFORMANCE OF HIS OR HER DUTIES AS A DIRECTOR.

THE CORPORATION ASSUMES THE LIABILITY FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER OFFICER, PROVIDED THAT:

(A) THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY;

(B) THE VOLUNTEER WAS ACTING IN GOOD FAITH;

(C) THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT;

(D) THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT; AND

(E) THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF A MOTOR VEHICLE AS DESCRIBED IN SECTION 209(E)(V) OF ACT 162, PUBLIC ACTS OF 1982.

Article IX

Effective Date: 07/01/2019

COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

☐ (b) These Restated Articles of Incorporation were duly adopted on 6/10/2019, in accordance with the provisions of

Section 641 of the Act: (select one of the following)

This document must be signed by an authorized officer or agent:

☐ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 14th Day of June, 2019 by:

Signature	Title	Title if "Other" was selected
Marva Foster	President	

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

☐ Decline      ☒ Accept

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***  
***FILING ENDORSEMENT***

***This is to Certify that the*** RESTATED ARTICLES OF INCORPORATION

***for***

MICHIGAN VIRTUAL CHARTER ACADEMY

***ID Number:*** 800925820

***received by electronic transmission on*** June 14, 2019 ***, is hereby endorsed.***

***Filed on*** June 17, 2019 ***, by the Administrator.***

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

Effective Date: July 01, 2019



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 17th day of June, 2019.***

***Julia Dale, Director***

***Corporations, Securities & Commercial Licensing Bureau***

**SCHEDULE 5**

**ACADEMY RESTATED BYLAWS SIGNED BY ACADEMY DESIGNEE**

**SCHEDULE 5**

**AMENDED AND RESTATED**

**BYLAWS**

**OF**

**MICHIGAN VIRTUAL CHARTER ACADEMY**



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**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**MICHIGAN VIRTUAL CHARTER ACADEMY**

**ARTICLE I**

**NAME OF ACADEMY**

This organization shall be called Michigan Virtual Charter Academy (the "Academy" or the "corporation"). The Academy is a school of excellence that is a cyber school under Part 6E the Michigan Revised School Code with grades K-12.

**ARTICLE II**

**FORM OF ACADEMY**

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

**ARTICLE III**

**OFFICES**

Section 1. Principal Office. The principal office of the Academy shall be located in the State of Michigan, within The School District of The City of Hazel Park, Oakland County, Michigan.

Section 2. Registered Office. The registered agent of the Academy is Joseph B. Urban, and the registered office shall be located at Clark Hill PLC, 220 Park Street, Suite 200, Birmingham, Michigan 48009. The registered office of the Academy 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**

**BYLAWS AND BOARD POLICIES**

Section 1. Bylaws. These amended and restated bylaws set forth the internal rules which govern the operations and business of the Academy Board. To the extent these amended and restated bylaws may be inconsistent with applicable federal, state, or local law, the applicable federal, state, or local law shall govern.

Section 2. Board Policies. In addition to these amended and restated bylaws, the Academy Board shall adopt policies to govern the administration of the Academy.

Section 3. Amendment of Bylaws or Policies. The Academy Board may amend, alter or repeal these bylaws or the policies of the Academy Board by a majority vote at any regular or special meeting of the Academy Board. Any such amendment shall take effect on the date specified by the Academy Board, or the Contract with the Authorizer, but not sooner than the next regular meeting of the Academy Board.

Section 4. Suspension of Bylaws or Policies. Bylaws or policies may be suspended during an Academy Board meeting by a two-thirds vote of the Academy Board members present at such meeting. Unless amended by the Academy Board, the suspended bylaw or policy shall resume full force and effect upon the adjournment of the Academy Board meeting at which the suspension occurs.

## **ARTICLE V**

### **ORGANIZATION OF THE BOARD OF DIRECTORS**

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

Section 2. Method of Selection, Appointment and Removal of Public School Academy Board of Directors. The Authorizer, The City of Hazel Park School District, declares that the method of selection, length of term and number of board members shall be as follows:

#### Method of Selection and Appointment

The City of Hazel Park School District ("Board of Education") shall prescribe the method of appointment for members of an academy's board of directors. The Superintendent is authorized to develop and administer an academy board and selection appointment process that includes an Application for Public School Academy Board Appointment and is in accord with these policies.

- A. The Board of Education shall appoint the initial and subsequent academy board of directors by resolution, except as prescribed in subparagraph D. The Superintendent shall recommend qualified individuals to the Board of Education.
- B. The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the Superintendent at least one nominee for each vacancy. Nominees shall submit the Application for Public School Academy Board

Appointment for review by the Charter Schools Office. The Superintendent may or may not recommend the appointment of a nominee submitted by the academy board. If the Superintendent does not recommend the appointment of a nominee submitted by the academy board, the Superintendent may select and recommend another nominee or may request the academy board submit a new nominee for consideration.

- C. 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.
- D. Under exigent conditions, and with the approval of the Board of Education's chair and the president, the Superintendent may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the Board of Education for final determination at its next regularly scheduled meeting. The Board of Education reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.

#### Length of Term

The director of an academy board shall serve at the pleasure of the Board of Education. Terms of the initial positions of the academy board of directors shall be staggered in accordance with The Academy Board of Directors Table of Staggered Terms and Appointments established and administered by the Superintendent. Subsequent appointments shall be for a term of office not to exceed four (4) years, except as prescribed by The Academy Board of Directors Table of Staggered Terms and Appointments.

Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of these Bylaws.

A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the length of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

#### Removal and Suspension

If the Board of Education determines that an academy board member's service in office is no longer necessary, then the Board of Education may remove an academy board member with or without cause and shall specify the date when an academy board member's service ends. An academy board member may also be removed from office by a two-thirds (2/3) vote of the academy's board for cause.

With the approval of the Board of Education's chair and the Superintendent, the Superintendent may suspend an academy board member's service, if in the Superintendent's judgment the person's continued presence would constitute a risk to persons or property or would seriously impair the operation of the academy. Any suspension made under this provision must be presented to The Board of Education for final determination at its next regularly scheduled meeting. The Board of Education



reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

#### Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than seven (7). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the Board of Education or its designee may deem that failure an exigent condition.

#### Qualifications of Academy Board Members

To be qualified to serve on an academy's board of directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the Charter Schools Office including, but not limited to, the Application for Public School Academy Board Appointment which must include authorization to process a criminal background check and criminal history record information, and (d) annually submit a conflict of interest disclosure as prescribed by the Charter Schools Office.

The member of an academy board of directors shall not include: (a) employees of the academy; (b) any director, officer or employee of a service provider or a management company that contracts with the academy; (c) an official or employee of The City of Hazel Park School District.

#### Oath of Public Office/Acceptance of Public Office/Voting Rights

All members of the academy board of directors must take the constitutional oath of office and sign the Oath of Public Office and Acceptance of Public Office before beginning their legal duties and service, including the right to vote. No appointment shall be effective prior to the filing of The Oath of Public Office and Acceptance of Public Office with the Charter Schools Office. The Oath of Public Office must be administered by the District Superintendent or other official of the District, or other public official or notary public, in accordance with Michigan law.

#### Initial Public School Academy Board Members

The Board of Education for the City of Hazel Park School District adopted a Policy providing for the method of selection, length of term, number of members, qualifications of members, the procedure for removal of members and the number of the initial Academy Board members in or about January 2019. The Board of Education Policy stated that:

- A. The Academy Board of Directors shall consist of not less than five (5) members.
- B. The Academy Board of Directors is not required to be residents of the District since Michigan Virtual Charter Academy is a school of excellence that is a cyber school, under Part 6 E of the Revised School Code, except that the Academy Board shall seek at least one (1) board member from the District community.

- C. The initial appointed terms of the Academy Board of Directors were staggered four (4) and two (2) year terms so that the terms did not all expire at the same time; and
- D. The initial Academy Board of Directors consisted of the current members of the Board of Directors of the Academy at the time of the effective date of the Charter Contract with the District Board, which was effective July 1, 2019, subject to approval by the Board of Education of The City of Hazel Park School District.
3. Resignations: A member of the Academy Board may resign from office by submitting a written resignation to the Academy Board President or designee of the Academy Board. The resignation is effective upon receipt by the Academy Board President or designee unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Academy Board President or designee of the Academy Board shall submit written notice of the resignation to the Academy Board of Directors. The resignation shall be effective upon the date the Academy Board of Director gives verbal or written notice of resignation to the Academy Board President or designee of the Academy Board. The Academy Board President shall submit written notification of the resignation or oral notice of resignation to the Charter Schools Office immediately upon receipt of the written or oral notice of resignation by an Academy Board member and the effective date of the resignation.
4. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member resigns, dies, is removed from office, is convicted of a felony, ceases to be qualified, or is incapacitated.
5. Quorum: In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

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

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

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

Section 3. Board of Directors Compensation and Reimbursement of Expenses. Academy Board of Directors will not receive any compensation to attend Academy Board meetings. By resolution of the Academy Board, Academy Board of Directors shall be reimbursed for actual and necessary expenses incurred in the discharge of their official duties. Academy Board

members will not be reimbursed for entertainment expenses, or for the purchase of alcoholic beverages. Academy Board members may be reimbursed for their expenses for attendance at conferences, seminars or other Academy Board events or Academy Board business, subject to approval by the Academy Board prior to the conference, seminar or other Academy Board event or Academy Board business, held within the State of Michigan and outside the State of Michigan. To the extent practicable, the Academy Board will approve a board resolution with a list of conferences regularly attended by Academy Board members, annually, to satisfy pre-approval of the conference, seminar or other Academy Board event that regularly occurs each year, or a board member expresses interest in attending an event. The Academy Board may attend and approve an off-site Board retreat annually, the costs of which, including but not limited to, conference or meeting room, lodging, meals, travel expenses, and other actual and necessary expenses relative to the retreat shall be approved by the Academy Board. Academy Board members shall be reimbursed for actual and necessary expenses incurred in attending the off-site Academy Board retreat, with the exception of entertainment expenses, the purchase of alcoholic beverages, and other non-business expenses set forth in the Board of Directors' Reimbursement Procedures and Guidelines, attached hereto as Exhibit A.

Academy Board members may be paid their expenses, if any, for attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities Act, Act 317, Public Acts of Michigan, 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws, the Standards of Conduct for Public Officers and Employees Act, Act 196, Public Acts of Michigan, 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the Incompatible Public Offices Act, Act 566, Public Acts of Michigan, 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws.

## **ARTICLE VI**

### **MEETINGS OF THE ACADEMY BOARD**

Section 1. Organizational Meeting. The Academy Board shall conduct an organizational meeting during the month of July, unless, given special circumstances such as lack of a quorum in July, the Academy Board determines that the organizational meeting should occur in the month of June. During the annual organizational meeting, the Academy Board shall elect its officers for the coming year, shall establish a schedule of regular Board meetings for the coming year, and may conduct any other business it elects to address.

Section 2. Regular Meetings. The Academy Board shall hold regular monthly meetings. The Academy Board's monthly Board meetings shall be held at such time and place as the Academy Board shall determine during its organizational Board meeting. The Academy Board shall hold its Board meetings within the boundaries of the Authorizer District, unless circumstances exist that do not allow for same. If such circumstances occur, the Academy Board shall hold its regular monthly Board meeting at the offices of its registered agent, Clark Hill PLC, in its Birmingham office. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, being Section 15.261 of the Michigan Compiled Laws.

Section 3. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the Academy Board President upon not less than 24 hours' notice to each Academy Board member. Notice to Board members of a special meeting may be provided by personally delivering a notice to the Board member, delivering the notice to the Board member's household and leaving it with a responsible member of the household, or by sending the notice to the Board member via email to their most recent email address. Special meetings of the Academy Board shall be held at the location of the regular board meetings. The Academy Board shall provide notice of all special board meetings as required by the Open Meetings Act.

Section 4. Emergency Meetings. In the event of a severe and imminent threat to the health, safety or welfare of the Academy Board, its students or third-party staff assigned to work at or on behalf of the Academy, the Academy Board President may call an emergency meeting, and the Academy may meet and take action without complying with public notice requirements, provided that two-thirds of the members of the Academy Board determine that delay would detrimentally affect the ability of the Academy Board to respond to the threat. Actual notice to all Academy Board members of an emergency meeting shall be attempted but is not required.

Section 5. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Academy Board member stating the time and place of the meeting, delivered personally, scanned, emailed, mailed or sent by facsimile to each Academy Board member at the Academy Board member's home or business address, as preferred and specified by the Academy Board member. Any Academy Board member may waive notice of any meeting by written statement, or telecopy sent by the Academy Board member, signed before or after the holding of the meeting. The attendance of an Academy Board member at a meeting constitutes a waiver of notice of such meeting, except where an Academy Board member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Meetings Open to the Public. All meetings of the Academy Board in which a quorum is present for the purpose of deliberating toward or rendering a decision on public policy shall be open to the public.

Section 7. Open Meetings Act. All meetings of the Academy Board, shall, at all times upon receipt of a Contract from the Authorizer District, be in compliance with the Open Meetings Act ("OMA"), MCL 15.261 *et seq.* Depending upon its function, an Academy Board Committee meeting may be a public body whose meetings are subject to the OMA.

Section 8. Public Notice of Meetings. Public notice of Academy Board organizational, regular and special meetings shall be given as provided in the OMA.

Section 9. Closed Sessions of the Academy Board.

In accordance with the Open Meetings Act, the Academy Board may meet in closed session for the following purposes upon the affirmative vote, on a roll call vote, of a majority of the Academy Board members voting:

1. To consider the dismissal, suspension, or discipline of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, an



Academy Board member, employee, staff member or individual agent of the Academy, is such person requests a closed hearing.

2. To consider the dismissal, suspension, or discipline of a student, if the student and the student's parent or guardian requests a closed hearing.
3. For strategy and negotiation session connected with the negotiation of a collective bargaining agreement, if either party requests a closed session.

In accordance with the Open Meetings Act, the Academy Board may meet in closed session for the following purposes upon the affirmative vote, on a roll call vote, of not less than two-thirds of the members of the Academy Board then elected or appointed and serving (i.e., not less than five members of the Academy Board if seven Board positions are then filled):

1. To consider the purchase or lease of real property, up to the time an option to purchase or lease that property has been obtained.
2. To consult with its attorney(s) regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigation or settlement position of the Board.
3. To consider the specific contents of an application for employment or appointment if the candidate requests that the application remain confidential. Interviews of candidates must take place in open session.
4. To consider material exempt from disclosure or discussion by state or federal statute (including, without limitation, written opinion of legal counsel).
5. To consider security planning to address existing threats or prevent potential threats to the safety of the students and staff.

#### Section 10. Minutes of Meetings.

A. Open Meetings: Minutes of open meetings of the Academy Board shall be kept, made available and approved as provided by the OMA. Minutes shall, at a minimum, include the date, time and place of the meeting; Academy Board members present and absent; decisions made by the Academy Board; roll call votes; a record of other votes; the purpose(s) of a closed session; and corrections to the minutes of a previous meeting.

B. Closed Sessions: A separate set of minutes of a closed session shall be maintained. Closed session minutes shall be provided to Academy Board members confidentially, shall be retained by the Secretary of the Academy Board, and may be destroyed one year and one day after their approval of the Academy Board.

C. Committee Meetings: Minutes of meetings of committees whose function renders them subject to the OMA shall be kept, made available and approved in the same manner as for the open meetings of the Academy Board.



Section 11. Meeting Procedures.

- A. Location. All meetings of the Academy Board or Academy Committee meetings shall be held in facilities of The City of Hazel Park School District, with the exception of the annual Academy Board retreat which may be held off-site, the December Academy Board meeting which may be held at Clark Hill PLC's Birmingham office, and in the event of an emergency outside the control of the District and the Academy Board.
- B. Agenda. The Academy Board President, in consultation with the Executive Director of the School, shall prepare and publish a written agenda prior to each regular meeting and each special meeting unless otherwise directed by the Academy Board. Individual Board members may include items on the agenda upon concurrence of the President. The Academy Board shall adopt or amend the agenda at the start of the meeting.
- C. Quorum. A majority of the serving members of the Academy Board shall constitute a quorum. A meeting of the Academy Board may not be called to order in the absence of a quorum.
- D. Remote Participation. If a member of the Academy Board is required to miss one or more meetings due to military duty, the Academy Board shall make arrangements, if feasible to allow such member to participate by conference telephone connection or other electronic voice communication that allows persons participating in the meeting to communicate with each other and persons attending the meeting to hear the comments, including the votes, of the member attending remotely. The notice of an Academy Board meeting at which a member will be participating remotely due to military duty shall include notice of such member's remote participation and shall provide information about how to contact that member sufficiently in advance of a meeting to provide input on any business that may come before the Academy Board.
- E. Procedure for Academy Board Action. The Academy Board shall take action by way of motions duly offered and approved. No motion shall be acted upon until it has been supported by a second member of the Board.
- F. Voting. The vote on motions shall be "yes" or "no," and will be taken by voice vote or, if required by law or requested by a Board member, by roll call vote. Unless otherwise required by law or these bylaws, the affirmative vote of a majority of the serving Academy Board members is required to exercise the Academy Board's authority. Following the vote, the Academy Board President shall announce that the motion either passed or failed, and, if not a unanimous vote, shall announce the number voting "yes" and the number voting "no." No Academy Board member shall abstain from a vote of the Academy Board absent an identified conflict of interest.

- G. Public Attendance at Academy Board Meetings. Any member of the public may attend an open Academy Board meeting. A person shall not be excluded from an open meeting except for a breach of peace committed at the meeting. Closed sessions of the Academy Board may be attended by members of the Academy Board and any necessary resource persons, such as administrators or legal counsel, designated by the Academy Board. Members of the public may not attend closed sessions unless specifically authorized by the Academy Board.
- H. Public Participation at Open Academy Board Meetings. Members of the public may address the Academy Board at open meetings, subject to guidelines published by the Academy Board.
- I. Rules of Order. To the extent not addressed by these bylaws or the Academy Board's policies, issues of procedure shall be governed by the current edition of *Robert's Rules of Order*. The President or Vice-President, in the absence of the President, shall decide all procedural issues, but may be overruled by majority vote of the Academy Board.

Section 12. Presumption of Assent. An Academy Board member who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Academy Board member's dissent shall be entered in the minutes of the meeting or unless that Academy Board member shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Academy immediately after the adjournment of the meeting. This right to dissent shall not apply to an Academy Board member who voted in favor of such action.

## **ARTICLE VII**

### **COMMITTEES**

Section 1. Committees. The Academy Board may meet as a Committee of the Whole. The Academy Board may also create standing or ad hoc committees to gather information for and make recommendations to the Academy Board, upon Academy Board resolution. The President of the Academy Board shall appoint the members of any Academy Board committees requested or desired by the Academy Board. No Academy Board Committee may consist of more than three (3) academy Board members. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except: (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles of Incorporation, Bylaws or applicable law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make reports to the Academy Board of its activities as the Academy Board may request.

## ARTICLE VIII

### OFFICERS OF THE BOARD

Section 1. Number. The officers of the Academy shall be a President, Vice-President, Secretary and Treasurer.

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

Section 3. Removal. An Academy Board member may be removed from office for cause by a two-thirds vote of the Academy Board.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article V, Section 2.

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President shall preside at all meetings of the Academy Board. The President is the official spokesperson for the Academy Board. The President, in cooperation with the Executive Director of the School, shall prepare agendas for the Academy Board meetings. In the absence of the Secretary at the meeting of the Academy Board, the President shall appoint an Acting Secretary, who shall sign the minutes of that Board meeting. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Academy Board from time to time. The President may consult with the Executive Director of the School and/or legal counsel prior to bringing an issue before the Academy Board.

Section 6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. The Vice-President shall preside at Academy Board meetings when the President is not in attendance and shall perform the duties and responsibilities of the President, in the absence of the President. and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary, and/or, to the extent permitted by law, a designee from the third-party educational products and services provider, shall: (a) take and keep the minutes of the meetings of the Academy Board in conformity with the Open Meetings Act and other state law; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of

the corporate records and if applicable, of the seal of the corporation, and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Academy Board member; and (e) perform all duties incident to the Office of Secretary and other duties as may be assigned by the President or the Academy Board.

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

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

Section 10. Salaries. Officers of the Academy Board shall not receive a salary. Officers of the corporation who are Academy Board members may not be compensated for their services. They may, however, receive travel and other expenses as provided in these Bylaws.

Section 11. Filling More Than One Office. Subject to the Incompatible Public Offices Act, any two offices of the Academy 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.

Section 12. Duties and Role of Individual Board Members. The Academy Board acts as a whole, and only at properly convened and noticed Academy Board meetings. Individual Academy Board members do not possess the powers that reside in the Academy Board and may not act or purport to act for the Academy Board unless the Academy Board has specifically delegated the authority of an individual Academy Board member to act. Individual members of the Academy Board may not speak for the Academy Board. An Academy Board member who speaks to or otherwise communicates with the media, the public or other officials on Academy matters shall make clear to the audience that the Academy Board member is expressing only that Academy Board member's views, and that those views do not necessarily reflect the views of the Academy Board as a whole or any other Academy Board member.

Section 13. Confidentiality. Academy Board members on occasion will receive information that is not available to the general public, including information about students or



contracted staff assigned to work at or on behalf of the Academy, information subject to attorney-client or another privilege, and information disseminated during a closed session of the Academy Board. An individual Academy Board member shall not disclose or share confidential information without the authorization of the Academy Board or as may be required by law.

Section 14. Professional and Consulting Services. The Academy Board shall employ an independent auditor to examine the books and records of the Academy, to render an opinion on the financial statements of the Academy prepared at the close of the fiscal year and to perform such other services as may be requested by the Academy Board. The Academy Board may appoint qualified individuals or firms to provide legal, architectural, financial, insurance and other professional services for the Academy Board, and may appoint other consultants as it deems appropriate.

## ARTICLE IX

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of the Authorizer or impose any liability on the Authorizer, its trustees, officers, employees or agents.

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



Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

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

Section 6. Contracts Between Corporation and Related Persons. As required by applicable law, any Academy Board member, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities Act, Act 317, Public Acts of Michigan, 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of such Act.

Section 7. Conflict of Interest. Academy Board members shall perform their official duties in a manner free from conflict of interest and shall refrain from actions that create the appearance of a conflict of interest prohibited by law. Academy Board members shall familiarize themselves with and at all times comply with the requirements and prohibitions of state law relative to conflicts of interest.

To this end:

- A. No Academy Board member shall use his/her position as an Academy Board member to benefit either himself/herself or any other individual or agency apart from the total interest of the Academy.
- B. When a member of the Academy Board determines that the possibility of a personal interest conflict exists, he or she should, prior to the matter being considered, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Academy Board), and thereafter shall abstain from participation in both the discussion of the matter and the vote thereon.
- C. A member of the Academy Board is presumed to have a conflict of interest if the member or his/her family member has a financial interest, or a competing financial

interest, in the contract or other financial transaction or is an employee of the Academy.

Having a child in the Academy does not alone constitute a conflict of interest or financial interest in a contract or other financial transaction of the Academy.

"Family member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse and includes these relationships as created by adoption or marriage.

1. An Academy Board member is not considered to have a financial interest in any of the following instances:
  - a. A contract or other financial transaction between the Academy and any of the following:
    1. A corporation in which the individual is a stockholder owning 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owning stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
    2. A corporation in which a trust, if the individual is a beneficiary under the trust, owns 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owns stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
    3. A professional limited liability company organized pursuant to the Michigan limited liability company act, if the individual is an employee but not a member of the company.
  - b. A contract or other financial transaction between the Academy and any of the following:
    1. A corporation in which the individual is not a director, officer, or employee.
    2. A firm, partnership, or other unincorporated association, in which the individual is not a partner, member, or employee.
    3. A corporation or firm that has an indebtedness owed to the individual.
  - c. A contract between the Academy and the intermediate school district.
  - d. A contract awarded to the lowest qualified bidder, upon receipt of sealed bids pursuant to a published notice for bids if the notice does not bar, except as authorized by law, any qualified person, firm, corporation, or trust from

bidding. This does not apply to any amendments or renegotiations of a contract or to additional payments under the contract that were not authorized by the contract at the time of award.

2. If the financial interest pertains to a proposed contract with the Academy, the following requirements must be met:
  - a. The Academy Board member shall disclose the financial interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct financial interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the Academy, the Academy Board member shall make the disclosure in one of two (2) ways:
    1. In writing, to the Academy Board president (or if the member is the Academy Board president, to the Academy Board secretary) at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Academy Board's notices of its public meetings.
    2. By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The Academy Board member must use this method of disclosure if his/her financial interest amounts to \$5000 or more.
  - b. Any contract in which there is a conflict of interest as defined by this bylaw and the related statute (MCL 380.1203) must be approved by a majority vote of the full Board without the vote of any Academy Board member with a financial interest.

If a majority of the members of the Academy Board are required to abstain from voting on a contract or other financial transaction due to a financial interest, then for the purposes of that contract or other financial transaction, the members who are not required to abstain constitute a quorum of the board and only a majority of those members eligible to vote is required for approval of the contract or financial transaction.
  - c. The official minutes of the Academy Board disclose the name of each party involved in the contract, the nature of the financial interest, and the terms of the contract including the duration, financial consideration between the parties, facilities or services of the Academy included in the contract, and the nature and degree of assignment of Academy or educational service provider's staff needed to fulfill the contract.
  - d. An Academy Board member with a conflict of interest in a contract may not participate in the discussion of nor vote on the contract.

3. An Academy Board member may be appointed to serve as a volunteer coach or supervisor of a student extra-curricular activity if all of the following conditions are present:
  - a. The Academy Board member receives no compensation for service as a volunteer coach or supervisor.
  - b. The Academy Board member abstains from voting on issues before the Academy Board concerning the program during the period of time s/he serves as a volunteer coach or supervisor.
  - c. There is no other qualified applicant available to fill a vacant position; and
  - d. The appointing authority has received the results of a criminal history records information check and criminal records check from the Michigan State Police or the Federal Bureau of Investigation for the Academy Board member and an unprofessional conduct check as required under Michigan law.

## **ARTICLE X**

### **INDEMNIFICATION**

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

## **ARTICLE XI**

### **FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING**

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Academy Board, subject to the oversight responsibilities of the Board of Education of the Authorizer and the Charter School Director,, shall have exclusive control of the budget. The Academy Board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2, Public Acts of Michigan, 1968, as amended.

## ARTICLE XII

### SEAL

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

### CERTIFICATION

The Academy Board certifies that these Amended and Restated Bylaws were adopted as and for the Amended and Restated Bylaws of a Michigan non-profit corporation in an open and public meeting, by the Academy Board on the 22nd day of April 2024.

Michigan Virtual Charter Academy

By: 

Ramone Crowe, Jr. Board Secretary

Dated: 4/22/24

Accepted by the District (Authorizer)-The City of Hazel Park School District

By: 

Dr. Amy Kruppe

Its: Superintendent

Dated: 4/22/2024



## **MICHIGAN VIRTUAL CHARTER ACADEMY EXHIBIT A**

### **BOARD OF DIRECTORS' REIMBURSEMENT PROCEDURES AND GUIDELINES**

The Michigan Virtual Charter Academy Board of Directors has established the following procedures and guidelines for Academy Board member reimbursed expenses and travel.

#### **Mileage**

The Academy Board will reimburse Academy Board members for mileage from the Academy Board members' residence or workplace where the Academy Board member originates their car travel to a regular, special, or committee Board meetings and to their residence following the Academy Board regular, special or committee meetings and all other mileage incurred to conduct Academy Board business, at the IRS designated rate. The Academy Board shall also reimburse Academy Board members for parking to attend Academy Board regular, special and committee Academy Board meetings to the extent paid parking is required, and parking costs incurred to conduct Academy Board business.

#### **Airline Travel**

1. The Academy Board will only reimburse for two (2) pieces of luggage.
2. The Academy Board member should purchase the lowest non-refundable fare for coach tickets for domestic or international flights. No business, "Big Seat" or first-class airline tickets will be reimbursed by the Academy Board. If the traveler chooses a business or first-class airfare on a flight, the Academy Board member must absorb the additional cost and the rate differential must be clearly documented for reimbursement expenses.
3. Airline tickets should be purchased at least fourteen (14) calendar days in advance, where practicable, but in no event less than seven (7) days in advance.

#### **Other Transportation**

1. Academy Board members may select the mode of transportation to meet their personal preference; however, the amount reimbursed to the traveler may not exceed the non-refundable coach airfare for the same trip.
2. Academy Board members may use their personal car for business transportation. Mileage, parking, and tolls will be reimbursed. Mileage will be paid at the Internal Revenue Service rate per mile. It is the responsibility of the owner of the vehicle to carry

adequate insurance coverage for their protection, including personal effects, the protection of any business passengers, and accident protection.

3. Academy Board members will not be reimbursed for the following personal vehicle expenses while on Academy Board business travel:

- Car repairs
- Tickets, fines, or traffic violations,
- Damage to personal vehicles
- Theft of personal vehicle or vehicle content

4. The most economical mode of transportation should be used to and from air, bus, and rail terminals. Academy Board members traveling to the same location should share ground transportation whenever possible.

5. Original receipts are required for reimbursement of taxi, shuttle, bus, or other ground transportation.

### **Car Rental**

1. Academy Board members may rent a car at their discretion for local travel or for out of state conferences, when it meets the minimum standards of safety and time efficiency.

2. Academy Board members must pay for car rental charges with their personal credit card. To the extent practicable, the Academy Board member should rent mid-sized cars for individual travel or full-sized for group travel.

3. Proof of payment is required for rental car reimbursement.

### **Hotel Accommodations**

1. Academy Board members are encouraged to choose moderately priced hotels for overnight stay. The Academy Board understands that certain cities may have higher priced hotel rooms than others. All hotel rates exceeding \$350/night, excluding taxes and standard room charges, must be pre-approved by the Board President.

2. When traveling to a conference, it is appropriate to stay at the hotel hosting the conference even if the rate exceeds the maximum rate above, although pre-approval by the Academy Board President is required.

3. The original detailed hotel bill is required for reimbursement of lodging expenses. Personal expenses should be labeled on the hotel bill and should not be claimed on the Travel Expense Report.

4. The Academy Board will not reimburse an Academy Board member for hotel amenities, movies, alcohol, use of athletic facilities, spas, or other hotel related expenses except for wireless internet fees.

### **Meals**

1. Academy Board members should purchase meals that are reasonably priced in standard class restaurants.

2. The original itemized restaurant receipt is required for reimbursement. The Academy Board will not reimburse for any alcoholic drinks. Gratuities for meals are allowable expenses at the generally accepted rate of 20%-22%. Restaurant surcharges or restaurant mandatory gratuity charge will be reimbursed by the Academy Board.

### **Other Travel Expenses**

1. Conference registration should be paid in advance. The registration invoice and record of payment is required for reimbursement. The cost of excursion/entertainment offered at an additional fee as part of the conference is considered a personal expense and is not reimbursable.

2. Long distance telephone charges from the hotel will not be reimbursed.

3. Airphones should only be used in case of an emergency.

4. Tips for taxis, Uber, Lyft or other transportation are allowable expenses.

5. The Academy Board will not reimburse for sight-seeing, gifts, or other travel related expenses.

### **Reimbursement Procedure**

An Academy Board member who seeks reimbursement for expenses to attend a conference, seminar, meeting, or the similar event out of the State of Michigan, who likely will incur reasonable and necessary expenses over \$500.00, may request reimbursement for estimated expenses, prior to the event, subject to the Academy Board member submitting their receipts for reimbursement for the conference, seminar, meeting or similar event out of the State of Michigan, upon return from the event. The Executive Director of the School or designee shall true up the Academy Board member's expenses. Any amounts paid to the Academy Board member by the Academy in excess of the reasonable and necessary business expenses shall be repaid by the Academy Board member to the Academy within fourteen (14) days of notice to the Academy Board member of the overpayment.

In the event the Academy Board member is owed additional monies for reasonable and necessary business expenses, the Executive Director of the School or designee shall pay the additional reasonable and necessary expenses to the Academy Board member at the next regularly scheduled Academy Board meeting.

Revised and Adopted: April 27, 2020

Revised and Adopted: April 22, 2024

**SCHEDULE 6**

**OVERSIGHT AGREEMENT AND MASTER CALENDAR OF REPORTING  
REQUIREMENTS**



**SCHEDULE 6**  
**OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT**

This Agreement is part of the Contract issued by the Board of Education for The City of Hazel Park School District ("Authorizer"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Michigan Virtual Charter Academy ("Academy"), a school of excellence which is a cyber school ("Cyber School").

**Preliminary Recitals**

WHEREAS, the Authorizer, 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 1**  
**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, Compliance and Reporting Agreement.

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

"Compliance and Reporting Duties" means the Academy's duties set forth in Section 2.02 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, COMPLIANCE AND REPORTING RESPONSIBILITIES**

Section 2.01. Oversight Responsibilities. The Authorizer or its designee may undertake the following Oversight Responsibilities:

- a. Monitor and evaluate whether the Academy Board is properly governing the Academy and following the Bylaws set forth in the Contract.

- b. Monitor and evaluate the Academy's academic performance and progress toward achieving the educational goals and related measures set forth in Contract Schedules.
- c. Monitor and evaluate the Academy's implementation, delivery, and support of the educational program and curriculum as set forth in Contract Schedules.
- d. Monitor and evaluate the Academy's application and enrollment procedures as set forth in Contract Schedules.
- e. Monitor and evaluate the Academy's organizational and financial viability.
- f. Monitor and evaluate the Academy's fiscal stewardship and use of public resources.
- g. Monitor and evaluate the records, internal controls and operations of the Academy.
- h. Monitor and evaluate if the Academy is staffed with qualified personnel, bearing appropriate certifications, and that appropriate background checks have been conducted.
- i. Monitor and evaluate if the Academy is providing a safe learning environment.
- J. Request evidence that the Academy has obtained the necessary permits and certificates 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 local health departments.
- k. Conduct comprehensive on-site reviews to assess and/or evaluate the Academy's performance.
- l. Monitor and evaluate if the Academy is demonstrating good faith in complying with the Contract, the Revised School Code, and all other Applicable Law.
- m. Request periodic reports from the Academy regarding any aspect of its operation.
- n. Initiate action to amend, revoke, reconstitute, terminate or suspend the Contract.
- o. Provide appropriate information and support to the Academy consistent with the Contract and this Oversight, Compliance and Reporting Agreement.

Section 2.02. Compliance and Reporting Duties. The Academy agrees to fulfill the following Compliance and Reporting Duties:

- a. Adopt and properly maintain governing board policies that comply with the requirements of Applicable Law.
- b. Comply with the reporting and document submission requirements set forth in the Master Calendar of Reporting Requirements issued annually by the Authorizer or its designee.
- c. Comply with any Academy specific reporting and document submission requirements established by the Authorizer or its designee.
- d. Comply with the insurance requirements set forth in the Contract.
- e. Report any litigation or formal proceedings to the Authorizer or its designee, including, but not limited to, litigation initiated by or against the Academy alleging violation of any Applicable Law. If the Authorizer is a named party, notify the Authorizer as set forth in the Contract.
- f. The Academy shall not occupy or use any school facility until such facility has received all fire, health and safety approvals required by Applicable Law and has been approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.
- g. Permit the Authorizer or its designee to inspect the records, internal controls, operations or premises of the Academy at any reasonable time.
- h. Authorize the Authorizer or its designee 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"), Bureau of Assessment and Accountability ("BAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Authorizer or its designee 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 and MCL 380.1136.
- i. Upon request, the Academy Board shall provide the Authorizer or its designee with a written report, along with supporting data, assessing the Academy's progress toward achieving the educational goal and related measures outlined in Contract Schedule 7b.
- j. Upon request, provide the Authorizer or its designee 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, CEPI, or any other state or federal agency.

Section 2.03. Waiver of Compliance and Reporting Duties. The Authorizer or its designee may modify or waive any of the Academy's Compliance and Reporting Duties.

### **ARTICLE III RECORDS AND REPORTS**

Section 3.01. Records. The Academy will keep complete and accurate records and reports of its governance and operations. These records and reports shall be available for inspection by the Authorizer or its designee at reasonable hours and under reasonable conditions.

### **ARTICLE IV MISCELLANEOUS**

Section 4.01. Administrative Fee. The Academy agrees to pay to the Authorizer an administrative fee of three percent (3%) of the Academy's total State School Aid Payments (inclusive of foundation allowance, excluding categoricals). This Fee shall be retained by the Authorizer from each State School Aid Payment received for forwarding to the Academy. This Fee shall compensate the Authorizer for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. By agreement with the Academy, the Authorizer may charge additional fees beyond the administrative fees for services rendered.

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 Authorizer by this Agreement.

**Hazel Park Schools**  
**Annual Calendar of Reporting Requirements**  
**For Michigan Virtual Charter Academy**  
**July 1, 2023– June 30, 2024**

<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>
Aug. 31	Board Adopted Annual Operating Budget for the General Fund for 2023-2024
Aug. 31	Copy of Notice of Public Hearing for Annual Operating Budget for 2023-2024
Aug. 31	Board Adopted 2023-2024 School Calendar/School Day Schedule
Aug. 31	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.
Aug. 31	State Assessment Results (M-STEP, PSAT, SAT) for Spring 2023
Aug. 31	Board Member Annual Conflict of Interest Disclosures
Aug. 31	Board resolutions for the following actions of the board at its annual organizational meeting (may be acted upon as a Consent Agenda): <ul style="list-style-type: none"> <li>• Annual Calendar of Regularly Scheduled Meetings for 2023-2024</li> <li>• Election of Board Officers for 2023-2024</li> <li>• Appointing Chief Administrative Officer for 2023-2024</li> <li>• Appointing Freedom of Information Act Coordinator for 2023-2024</li> <li>• Designation of McKinney Vento Homeless Liaison</li> <li>• Designation of Legal Counsel</li> <li>• Appointment of Office of Civil Rights representative and Title IX representative(s)</li> <li>• Designation of School Safety Liaison</li> </ul>
Sept. 29	Copy of MiCIP Plan covering 2023-2024 academic year
Sept. 29	School Information Update - See Epicenter Task for template
Sept. 29	Transparency Reporting Certification Form
Oct. 16	Staff Roster - indicating position and verification of certification/permits
Oct. 31	Annual Nonprofit Corporation Information Update for 2023
Oct. 31	2023-2024 Preliminary Head Count
Oct. 31	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30
Nov. 1	Audited Financial Statements for fiscal year ending June 30, 2023. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> , for MDE due date. Management Letter (comments and recommendations from independent auditor) for fiscal year ending 6.30.2023, if issued.
TBD	2021-2022 Annual Education Report Posting ( <i>Refer to MDE website for up-to-date guidance</i> )
Nov. 2	Board member nomination or re-nomination materials for terms ending December 31, 2023
Jan. 30	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31
Feb. 6	Supplemental Count Day Submission
Mar. 29	Transparency Reporting Certification Form
April 26	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment for 2024-2025
June 28	Board Approved Amended Budget for 2023-2024 fiscal year (or statement that budget has been reviewed and no amendment was needed)
June 28	Board adopted Letter of Engagement for year ending June 30, 2024, independent financial audit



## Ongoing Reporting Requirements

**July 1, 2023 – June 30, 2024**

*The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrences.*

<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, etc. Must include time and date of actual posting.
5 days prior to Board meeting	Board Meeting Agenda and Board Meeting Packet
8 days after Board meeting	Proposed Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings
5 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings
14 days after Board approval	Oath of Office for each Board Member
10 days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto
5 business days of receipt	Request and Responses to Freedom of Information Requests

## Original/Subsequent Board Reporting Requirements

*The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.*

<b>REPORT DESCRIPTION</b>
Articles of Incorporation - must have Hazel Park Schools approval before modifying
Board of Director Bylaws - must have Hazel Park Schools approval before modifying
Educational Service Provider Agreements/Amendments
Lease, Deed of Premises or Rental Agreement and subsequent amendments
Curriculum including any additions/deletions
Communicable Disease Curriculum (including minutes of board approval)
Job Descriptions as included in Schedule 6 of the Charter Contract

[illegible]

[illegible]

RequirementMasterName	EntityTypeName
Board Meeting Minutes - Approved Regular	Board
Board Meeting Minutes - Proposed Regular	Board
Board Meeting Agenda - Regular	Board
Board Meeting Minutes - Approved Regular	Board
Board Meeting Packet	Board
Board Meeting Minutes - Proposed Regular	Board
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
Annual Operating Budget Public Hearing Notice/Posting	School
Annual Operating Budget- General Fund	School
Board Calendar	Board
Board Member Annual Conflict of Interest	Board
Quarterly Financial Statements - 4th Quarter	School
Resolutions Approved at Annual Organizational Meeting	School
School Calendar and Day Schedule	School
State Assessment Results	School
School Improvement Plan and/or Updates- District	School
Board Meeting Minutes - Approved Regular	Board
Board Meeting Minutes - Proposed Regular	Board
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
MiCIP Plan	School
Transparency Certification Form	School
Board Meeting Minutes - Approved Regular	Board
Board Meeting Minutes - Proposed Regular	Board
Staff Review Certification Form	School
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
Board Meeting Minutes - Approved Regular	Board
Board Meeting Minutes - Proposed Regular	Board
Annual Nonprofit Corporation Information Update	School
Audited Financial Statement - Management Letter	School
Preliminary Head Count Form	School
Quarterly Financial Statements - 1st Quarter	School
Audited Financial Statement	School
Board Member Nomination or Re-Nomination Materials	Board
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
Pupil Accounting Compliance Report	School
Board Meeting Minutes - Approved Regular	Board
Board Policy Certification Form	School
Draft School Calendar 2024-2025	School
Grade Levels and Maximum Enrollment	School
National Standards for Quality Online Programs (iNaCOL) Self-Assessment	School
Position Descriptions	School
Reauthorization Contact Form	School

Reauthorization Questionnaire	School
Updated Curriculum	School
Board Meeting Minutes - Proposed Regular	Board
Annual Education Report	School
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
Board Meeting Minutes - Approved Regular	Board
Board Meeting Minutes - Proposed Regular	Board
School Staff Roster- USE PROVIDED TEMPLATE	School
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
21f Virtual/Online Learning Legislative Report Data Collection	School
Board Meeting Minutes - Approved Regular	Board
Board Meeting Minutes - Proposed Regular	Board
Quarterly Financial Statements - 2nd Quarter	School
Supplemental Count Day Submission	School
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
Board Meeting Minutes - Approved Regular	Board
Board Meeting Minutes - Proposed Regular	Board
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
Transparency Certification Form	School
Board Meeting Minutes - Approved Regular	Board
Board Meeting Minutes - Proposed Regular	Board
Organizational Structure draft ESP Agreement with letter of opinion	School
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
Quarterly Financial Statements - 3rd Quarter	School
Board Meeting Minutes - Approved Regular	Board
Board Member Nomination or Re-Nomination Materials	Board
Board Meeting Minutes - Proposed Regular	Board
Notice of Open Enrollment & Lottery Procedures	School
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
Board Meeting Minutes - Approved Regular	Board
Board Meeting Minutes - Proposed Regular	Board
Board Meeting Agenda - Regular	Board
Board Meeting Packet	Board
Board Approved Letter of Engagement for Annual Financial Audit	School
Budget - Approved - Amended Budget	School
Board Meeting Minutes - Approved Regular	Board
Educational Service Provider Agreements and Amendments	School



MasterEventDate	MasterDueDateTime	Total	Submitted	PastDue	Late
6/26/2023	7/1/2023 23:59	1	1	0	0
6/26/2023	7/4/2023 23:59	1	1	0	1
7/17/2023	7/22/2023 23:59	1	1	0	1
7/17/2023	7/22/2023 23:59	1	1	0	1
7/17/2023	7/22/2023 23:59	1	1	0	1
7/17/2023	7/25/2023 23:59	1	1	0	1
8/28/2023	8/23/2023 23:59	1	1	0	1
8/28/2023	8/23/2023 23:59	1	1	0	1
8/31/2023	8/31/2023 23:59	1	1	0	0
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8/31/2023	8/31/2023 23:59	1	1	0	0
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9/1/2023	9/1/2023 23:59	1	1	0	0
8/28/2023	9/2/2023 23:59	1	1	0	0
8/28/2023	9/5/2023 23:59	1	1	0	0
9/25/2023	9/20/2023 23:59	1	1	0	1
9/25/2023	9/20/2023 23:59	1	1	0	1
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9/29/2023	9/29/2023 23:59	1	0	1	0
9/25/2023	9/30/2023 23:59	1	1	0	0
9/25/2023	10/3/2023 23:59	1	1	0	0
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10/31/2023	10/31/2023 23:59	1	1	0	0
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11/2/2023	11/2/2023 23:59	1	1	0	0
11/27/2023	11/22/2023 23:59	1	1	0	0
11/27/2023	11/22/2023 23:59	1	1	0	1
11/30/2023	11/30/2023 23:59	1	1	0	0
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12/4/2023	12/4/2023 23:59	1	1	0	0

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12/25/2023	1/2/2024 23:59	1	1	0	1
1/9/2024	1/9/2024 23:59	1	1	0	0
1/22/2024	1/17/2024 23:59	1	1	0	1
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2/26/2024	2/21/2024 23:59	1	1	0	1
2/26/2024	2/21/2024 23:59	1	1	0	1
2/26/2024	3/2/2024 23:59	1	1	0	0
2/26/2024	3/5/2024 23:59	1	1	0	0
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5/27/2024	5/22/2024 23:59	1	0	0	0
5/27/2024	6/1/2024 23:59	1	0	0	0
5/27/2024	6/4/2024 23:59	1	0	0	0
6/24/2024	6/19/2024 23:59	1	0	0	0
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6/24/2024	6/29/2024 23:59	1	0	0	0
6/30/2024	6/30/2024 23:59	1	0	0	0