



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

**Agenda**

**Regular Meeting**

Hazel Park High School Auditorium

23400 Hughes

Hazel Park, MI 48030

April 15, 2024

5:30 PM

**LOCATION AND FORMAT:** The meeting will be held at Hazel Park High School, 23400 Hughes Ave, Hazel Park, Michigan. It will be live-streamed on YouTube. Members of the public wishing to speak during the public comment portion of the meeting may do so in-person or by emailing Board President, Rick Nagy, prior to the meeting at rick.nagy@myhpsd.org.

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE AGENDA (ACTION ITEM)**

**SPECIAL ORDER OF BUSINESS**

- A. Student of the Month
- B. Student Athletes Recognition
- C. Robotic Recognition
- D. Band Recognition
- E. Cregger Plumbing
- F. Support Staff Person of the Year
- G. Advantage Representatives
- H. Junior High Representatives
- I. High School Representatives
- J. High School Presentation

**PUBLIC COMMENT**

*The Board of Education recognizes the value of public comment on education items and the importance of allowing members of the public to express themselves on District matters. During this portion of public comment, each statement made by a participant shall be limited to three (3) minutes and participants must identify themselves by name and address.*

**CONSENT AGENDA (Action Item)**

*The Board of Education shall use a consent agenda to keep routine matters within a*

*reasonable time frame. A member of the Board may request any item to be removed from the consent agenda and defer it for more discussion and specific action.*

A. <u>Approval of Minutes</u>	
1) Board Meetings	4
2) Committee Meetings	
B. <u>Monthly Financial Reports</u>	14
C. <u>Personnel Recommendations</u>	38
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### **OLD BUSINESS**

A. Assistant Superintendent Stipend (Action Item)	40
B. Administration/Central Office 2024-2025 Salaries (Action Item)	42
C. 2024-2025 Handbooks (Action Item)	44
D. MVCA Contracts (Action Item)	181
E. 2024-2025 ELEMENTARY TRANSPORTATION (Action Item)	

### **NEW BUSINESS**

A. Oakland School FY2025 Budget (Action Item)	731
B. Michigan Arts Access Grant (Informational Item)	851
C. Chartwells Renewal Contract (Action Item)	859
D. Additional Michigan Cyber Academy (MCA) Teacher (Action Item)	862
E. 2024-2025 Non-Certified Staffing (Action Item)	863
F. Non-Union Contract Agreement (Action Item)	865
G. 2024-2025 Ancillary Services for Vendor Programs (Action Item)	872
H. 2024-2025 Junior High Principal (Action Item)	874
I. Extended School Year (Action Item)	875
J. Edison Padding Replacement (Action Item)	876
K. RFP Doors (Action Item)	877
L. 2024-2025 Museum Contract (Action Item)	1139
M. Resolution for Teacher Appreciation (Action Item)	1140
N. Overnight Football Trip (Action Item)	1141
O. Board Member Training (Action Item)	1143
P. 2024-2025 American Reading Company (ARC) (Action Item)	1144
Q. Freedom of Information Act (FOIA) (Informational Item)	1170
R. Metal Detector (Action Item)	1172
S. 2024-2025 Substitute Pay (Action Item)	1179
T. PowerSchool Ecollect (Action Item)	1181
U. Student Leadership Camp (Action Item)	1196
V. PowerSchool Professional Development (Action Item)	1197

### **SUPERINTENDENT REPORT**

A. Enrollment	1200
B. Fundraisers	1204
C. 2023-24 ADK-Mu Classroom Grant Award	

**REQUESTS FOR FUTURE AGENDA ITEMS**

**CALENDAR DATES**

**PUBLIC COMMENT**

*During this portion of public comment, each statement made by a participant shall be limited to one (1) minute and participants must identify themselves by name and address.*

**BOARD MEMBER AND ADMINISTRATION COMMENTS**

**ADJOURNMENT**

Any person with a disability who needs accommodation for participation in this meeting should contact the Superintendent's office at (248) 658-5220 at least five (5) days in advance of the meeting to request assistance.

All Official minutes of school board meetings are stored and available for inspection in the Ford Administration office at the above address.

This notice is given in compliance with Act No. 267 of the Public Acts Michigan, 1976

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

**CALL TO ORDER**

The Regular Meeting of the Hazel Park Board of Education was held at the Ford School Administration Office on March 18, 2024 and was called to order by President Nagy at 5:30 pm.

**ROLL CALL**

Members Present: Fortress, Hinton, Laframboise, Rattee, Nagy  
Members Absent: Baldwin, Rice (arrived 6:06 pm)  
Others Present: Kruppe, Zirnis, Dulmage, Cales

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE AGENDA (Action Item)**

Moved by Fortress, supported by Laframboise, that the Board of Education approve the agenda as written.

Motion Amended: Moved by Fortress, supported by Laframboise, that the Board of Education approve the agenda as written with the exception of moving Closed Session after the first Public Comment.

Discussion

Roll Call Vote

Yeas: Fortress, Laframboise, Hinton, Rattee, Nagy  
Nays:

**Motion carried.**

**SPECIAL ORDER OF BUSINESS**

A. Student of the Month

The Board of Education recognized one student from each building that was selected from students nominated for Student of the Month.

B. Webb Presentation

Mrs. Nastasi, Webb Principal, introduced Ms. Grieslinger, Social Worker, to the Board of Education and shared that she was running a peer to peer group at Webb. Linking Special Education to the General Education peers and it has been extremely successful.

C. Advantage Presentation

Jonathon Thomas shared a bit about his journey and time at Advantage. He feels he has grown and thanked Mr. Smith as well as his Grandmother. The students are looking forward to Prom on April 26, 2024 and then Graduation on May 22, 2024.

~~D. Junior High Representatives~~

E. High School Representatives

Christy Gardner & Jeremiah Kemp spoke on behalf of the High School students to share information on a new club that has been started. They shared how students are looking forward to Spring Break and will be ready for Spring testing when they come back to school. The High School Talent Show is tomorrow. We also have Freshman Orientation happening. Symphonic Winds took all 1's at Festival. Congratulations to the Drama team as we had over 600 people attend the play. They also took a moment to recognize seniors Elizabeth Baldwin, Christy Gardner and Reginald Wilson.

**PUBLIC COMMENT**

David Morabito  
328 E Harry Ave  
Hazel Park MI 48030

Mr. Morabito shared his views on supporting the bond proposal. Our kids here deserve quality infrastructure. A new school would be most beneficial for the youngest in our community. We can't afford not to, income doesn't

April Beaton  
79 E Annabelle Ave  
Hazel Park MI 48030

matter, we have to value our kids. They deserve the best and a quality establishment to learn in.

Ms. Beaton shared her support for the bond proposal for improvements to the school buildings. The current administration in this district prioritizes our students. We trust in you as the Board of Education, we elected you to look out for the long term welfare of these kids. I have spent lots of time in these buildings and I encourage everyone to do the upcoming bus tour and understand the importance of quality schools.

Laura Adkins  
23756 Easterling Ave  
Hazel Park MI 48030

Mrs. Adkins spoke about the High School play and what an amazing job they did and also the great performances by the band. her support for the bond proposal. She shared a reminder about the bowling fundraiser. As a parent and former board member at the time of addressing the deficit we knew this was coming for infrastructure. The last bond gave us two new schools. It brought a sense of pride to the community and a new bond will also. We can refinance and capitalize on lower interest rates in the future. This is so critical for the safety and security of our schools.

Andy Kremhelmer

Mr. Kremhelmer spoke about the bond and shared his view on why the community should vote no. He stated he is unsure where the enrollment number came from. You don't have the money. Vote no, consolidate your district. No way should anyone vote for this. Vote no.

## CLOSED SESSION

- A. Motion to adjourn to closed session in accordance with 8(b) of the Open Meetings Act to consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

Motion made by Laframboise, supported by Rattee, that the Board of Education move to closed session to consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing in accordance with the Open Meetings Act, as presented.

Discussion

Roll Call Vote:

Yeas: Laframboise, Rattee, Fortress, Hinton, Rice, Nagy

Nays:

**Motion carried.**

Moved to closed session: 6:18pm

Returned to open session: 7:18pm

**CONSENT AGENDA (Action Items)**

A. Approval of Minutes

1. Board Meetings

a. January 22, 2024 \*Closed Session Minutes\*

Moved by Fortress, supported by Laframboise, that the Board of Education table the Closed Session Minutes.

Discussion

Roll Call Vote

Yeas:

Nays:

Moved by Hinton, supported by Fortress, that the Board of Education approve the meeting minutes, with the correction to the Regular Meeting Minutes motion for Approval of the Agenda.

Discussion

Roll Call Vote

Yeas: Hinton, Fortress, Laframboise, Rattee, Rice, Nagy

Nays:

**Motion carried.**

B. Personnel Recommendations

Moved by Rice, supported by Laframboise, that the Board of Education approve the Personnel Recommendations, as written.

Discussion

Roll Call Vote

Yeas: Rice, Laframboise, Fortress, Hinton, Rattee, Nagy

Nays:

**Motion carried.**

C. Monthly Financial Reports

Moved by Fortress, supported by Rice, that the Board of Education approve the Monthly Financial Reports, as written.

Discussion

Roll Call Vote

Yeas: Fortress, Rice, Hinton, Laframboise, Rattee, Nagy

Nays:

**Motion carried.**

D. Conference Requests

Moved by Fortress, supported by Rice, that the Board of Education approve the Conference Requests, as written.

Discussion

Roll Call Vote

Yeas: Fortress, Rice, Hinton, Laframboise, Rattee, Nagy

Nays:

**Motion carried.**

**NEW BUSINESS**

A. Budget Amendment (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approve the 2023/24 Budget Amendment #2 for the General Fund, as presented.

Discussion

Roll Call Vote

Yeas: Rice, Rattee, Fortress, Hinton, Laframboise, Nagy

Nays:

**Motion carried.**

B. Charter Contract Term Extension (Action Item)

Motion made by Rice, supported by Fortress, that the Board of Education approved the five-year contract extension for MVCA, as presented.

Discussion

Roll Call Vote

Yeas Rice, Fortress, Hinton, Laframboise, Rattee, Nagy

Nays:

**Motion carried.**

C. Restorative Practice Implementation Proposal (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approves the purchase of a three-year Restorative Practices Implementation Plan for \$45,000.

Discussion

Roll Call Vote

Yeas Rice, Rattee, Fortress, Hinton, Laframboise, Nagy

Nays:

**Motion carried.**

D. Extended School Year (ESY) (Action Item)

Motion made by Rice, supported by Fortress, that the Board of Education approve the Extended School Year proposal, as presented.

Discussion

Roll Call Vote

Yeas Rice, Fortress, Hinton, Laframboise, Rattee, Nagy

Nays:

**Motion carried.**

E. ECRA (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approve the purchase of the ECRA School Improvement solution in the amount of \$74,970, as presented.

Discussion

Roll Call Vote

Yeas Rice, Rattee, Fortress, Hinton, Laframboise, Nagy

Nays:

**Motion carried.**

F. Custodial Training & Consulting (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approve the Services for Mentoring and Training of \$6,000, as presented.

Discussion

Roll Call Vote:

Yeas: Rice, Rattee, Fortress, Nagy

Nays: Hinton, Laframboise

**Motion carried.**

G. Three-Year Plan (Informational Item)

H. Overnight Wrestling Trip (Action Item)

Motion made by Fortress, supported by Laframboise, that the Board of Education approve the overnight trip to Dundee for the Boys Wrestling Team, as presented.

Discussion

Roll Call Vote:

Yeas: Fortress, Laframboise, Hinton, Rattee, Rice, Nagy

Nays:

**Motion carried.**

I. Overnight Soccer Trip (Action Item)

Motion made by Fortress, supported by Laframboise, that the Board of Education approve the overnight trip to the Oscoda for the Girls Soccer team, as presented.

Discussion

Roll Call Vote:

Yeas: Fortress, Laframboise, Hinton, Rattee, Rice, Nagy

Nays:

**Motion carried.**

J. Spring Coaches (Informational Item)

K. Board Member Training (Action Item)

Motion made by Rice, supported by Fortress, that the Board of Education approve the Board Member training, as presented.

Amended Motion: Motion made by Rice, supported by Fortress that the Board of Education approve the Board Member training with the amendment to please include Heidi Fortress for the Parliamentary Workshop on April 17th.

Discussion

Roll Call Vote:

Yeas: Rice, Fortress, Hinton, Laframboise, Rattee, Nagy

Nays:

**Motion carried.**

L. Business Office Director (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approves the hiring of Crystal Mubarak as Director of Business.

Discussion

Roll Call Vote:

Yeas: Rice, Rattee, Hinton, Laframboise, Nagy

Nays: Fortress

**Motion carried.**

M. Administration/Central Office Salaries (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approve pay increases for the Central Office Administrative and support staff for the 2024-2025 school year.

Motion Removed.

Motion made by Rattee, supported by Fortress, that the Board of Education approve pay increases for the Central Office Administrative and support staff for the 2024-2025 school year.

Discussion

Roll Call Vote:

Yeas: Rattee, Fortress, Nagy

Nays: Hinton, Laframboise

Abstain: Rice (familial conflict)

8

**Motion failed.**

## N. Certified Staffing (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approve the 2024-2025 projected Certified Staffing, as presented.

Discussion

Roll Call Vote:

Yeas: Rice, Rattee, Fortress, Hinton, Laframboise, Nagy

Nays:

**Motion carried.**

## O. Central Office Administrative Contracts (Action Item)

Motion made by Rice, supported by Fortress, that the Board of Education approve the extension of contracts for Central Office Administration.

Discussion

Roll Call Vote:

Yeas: Rice, Fortress, Hinton, Laframboise, Rattee, Nagy

Nays:

**Motion carried.**

## P. Community School Director (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approve the hiring of Karla Graessley as the Community Schools Director for Hazel Park Schools.

Discussion

Roll Call Vote:

Yeas: Rice, Rattee, Fortress, Hinton, Laframboise, Nagy

Nays:

**Motion carried.**

## Q. Assistant Superintendent of Business and Operations Stipend (Action Item) (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approve the stipend to the Assistant Superintendent of Business and Operations

Discussion

Roll Call Vote:

Yeas: Rice, Rattee, Nagy

Nays: Fortress, Hinton, Laframboise

**Motion failed.**

## R. Administrative Contract (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approve one year extension contracts for the listed Administrators.

Discussion

Roll Call Vote:

Yeas: Rice, Rattee, Fortress, Hinton, Laframboise, Nagy

Nays:

**Motion carried.**

## S. Additional High School Custodian (Action Item)

Motion made by Fortress, supported by Laframboise, that the Board of Education approve the hiring of an additional Custodian for HPHS, as presented.

Discussion

Roll Call Vote:

Yeas: Fortress, Laframboise, Hinton, Rattee, Rice, Nagy

Nays:

**Motion carried.**

T. Communications Intern III (Action Item)

Motion made by Fortress, supported by Laframboise, that the Board of Education approves the addition of one intern for the Communications Department.

Discussion

Roll Call Vote:

Yeas: Fortress, Laframboise, Hinton, Rattee, Rice, Nagy

Nays:

**Motion carried.**

U. Drama Intern (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approves the extension of three internships for the Drama Department.

Discussion

Roll Call Vote:

Yeas: Rice, Rattee, Fortress, Hinton, Laframboise, Nagy

Nays:

**Motion carried.**

V. Athletic Interns (Action Item)

Motion made by Fortress, supported by Laframboise, that the Board of Education approves the hiring of two Interns for the Athletic Department.

Discussion

Roll Call Vote:

Yeas: Fortress, Laframboise, Hinton, Rattee, Rice, Nagy

Nays:

**Motion carried.**

W. Bus Drivers (Action Item)

Motion made by Fortress, supported by Rattee, that the Board of Education approve the hiring of three additional bus drivers, as presented.

Discussion

Roll Call Vote:

Yeas: Rattee, Rice, Nagy

Nays: Fortress, Hinton, Laframboise,

**Motion failed.**

X. Technology Purchase (Action Item)

Motion made by Fortress, supported by Laframboise, that the Board of Education approve the technology purchase of Chromebooks to address the areas of the strategic plan.

Discussion

Roll Call Vote:

Yeas: Fortress, Laframboise, Hinton, Rattee, Rice, Nagy

Nays:

**Motion carried.**

Y. Letter of Agreement - AFSCME (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approves the LOA for Vacation payout, as presented.

Discussion

Roll Call Vote:

Yeas: Rice, Rattee, Fortress, Hinton, Laframboise, Nagy

Nays:

**Motion carried.**

Z. Student Discipline (Action Item)

Motion made by Rice, supported by Rattee, that the Board of Education approves the expulsion for Student 202415 for 180 days.

Discussion

Roll Call Vote:

Yeas: Rice, Rattee, Fortress, Hinton, Laframboise, Nagy

Nays:

**Motion carried.**

### **CLOSED SESSION**

~~B. Motion to adjourn to closed session in accordance with 8(b) of the Open Meetings Act to consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.~~

### **SUPERINTENDENT REPORT**

- A. Enrollment
- B. Fundraisers
- C. 2023-24 ADK-Mu Classroom Grant Award
- D. Superintendent Evaluation Check In

### **REQUESTS FOR FUTURE AGENDA ITEMS**

#### **CALENDAR DATES**

#### **PUBLIC COMMENT**

Charles Hemple  
1203 E Hayes  
Hazel Park MI 48030

I am here on behalf of the swim team. Our ladies did a fine job. We only had three young ladies who are on the team but hopefully next year we will have a full girls and boys team, a coed team.

### **BOARD MEMBER AND ADMINISTRATION COMMENTS**

Deborah Laframboise, Trustee

Kudos to the sports team they've made great strides! We raised enough money that we are able to double our scholarship with the recent bowling fundraiser. I attended the Robotics Competition. It was a lot of fun as I had never been to one. The kids were very informative; they knew their stuff. The couple who runs it drive a long way and spend a lot of time on this. They are in need of additional funding. I'm hoping in the future we can work on that. The play was great and for the student finding a theater related career is awesome! I am sad to see so many great people retiring. The Youth Assistance ceremony is coming up. Good luck to the soccer team. The Peer to Peer program is very cool. Thank you to the custodians for their hard work and dedication.

Heidi Fortress, Trustee

We went to the Oakland School dinner. The programs they have there are amazing! They build a house, a garage, they do cooking Kudos to the Drama kids! I know there is a lot of controversy on the bond right now but why would we charge \$1500 for<sup>11</sup> a FOIA? I thought we should be transparent about it.

Beverly Hinton, Trustee

I wonder how the Fire Academy and the Police Academy are doing, would be nice for them to come to a meeting. You had mentioned bringing back Adult Ed in one of your Board Updates. Could you share by June if this is coming back? Student of the Month is finally successful. I know you have been trying different way to do this and this is finally a successful comeback! It's doing really well. Has the swing been purchased? I also attended the Robotics competition and it was fantastic they won their first two rounds. They said we were good luck! They also just raved about Dr Dulmage. She should know how appreciated she is and for doing all that extra work. Athletic Boosters has become a 501 and this year we can double our scholarships because of the bowling fundraiser. The Spelling Bee play was really funny. Great to hear how the drama club gave that student a direction in life. That's a great thing! Looking forward to the Talent Show at the high school. I'm glad for the moment of silence for Mr. (Robert) Scott at the beginning of the meeting. I want to send kudos to the retirees! I wish you all a great retirement, shout out to Dennis May, Jason Guthrie.

Monica Rattee, Treasurer

Kudos to the Peer 2 Peer Kids! That is super important. Congratulations to the athletes and coaches. Fifth grade camp is coming up and kids are getting excited. Webb PTA hosted their first swim night at the new pool and it was a huge success! Freshman Orientation is coming at 7 and then you can hang out for the Talent Show too!

Dawn Rice, Vice President

I had the chance to read at Webb and I think I might be engaged. Just kidding! I went to check out the open swim and the play. It was great to see so many in the pool! The kids had a blast. Then I went to the play and I guess I'm old school because I was shocked over some of the things in the play but the kids did a great job! Happy Easter!

Rick Nagy, President

I love the student of the month. There are great things happening everywhere. Have a great Easter and Spring Break!

### **Adjournment**

Moved and supported that the meeting be adjourned at 9:29 pm.

Unanimous Approval.



SCHOOL DISTRICT OF THE  
CITY OF HAZEL PARK  
COUNTY OF OAKLAND AND STATE OF MI  
SPECIAL BOARD OF EDUCATION WORKSHOP  
April 1, 2024 5:00 PM

**CALL TO ORDER**

The Special Meeting of the Hazel Park Board of Education was held on April 1, 2024 and was called to order by President Nagy at 5:00 p.m.

**ROLL CALL**

Members Present: Fortress, Hinton, Laframboise, Rattee, Nagy  
Members Absent: Baldwin  
Others Present: Kruppe, Papasian-Broadwell, Cales, Paterson

**APPROVAL OF THE AGENDA (ACTION ITEM)**

Moved by Fortress, supported by Laframboise, that the Board of Education approve the agenda as written .

Discussion

Roll Call Vote

Yeas: Fortress, Laframboise, Hinton, Rattee, Nagy

Nays:

Motion carried.

**PUBLIC COMMENT - None**

**NEW BUSINESS**

A. Board Vacancy Plan

**PUBLIC COMMENT - None**

**BOARD MEMBER AND ADMINISTRATION COMMENTS**

Monica Rattee, Board Treasurer -

Ditto, I hope everyone enjoyed Easter.

Beverly Hinton, Board Trustee -

Hope everyone had a Happy Easter.

Heidi Fortress, Board Trustee -

Yes, I hope everyone enjoyed it.

Deborah Laframboise, Board Trustee -

I hope everyone had a Happy Easter and has a good night.

Rick Nagy, Board President -

Yes, I hope everyone had a good Easter.

Moved and supported that the meeting be adjourned by 5:55pm

Unanimous approval.



Ford Administration  
Jason Zirnig, Assistant Superintendent of Business and Operations  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5217 | F: 248-544-5443  
www.hazelparkschools.org

TO: The School District of the City of Hazel Park  
Board of Education

FROM: Jason Zirnig  
Assistant Superintendent, Business & Operations

RE: Treasurer's Report March 2024

DATE: April 11, 2024

Attached is the check register (including current period voids), a listing of ACH debits, wire transfers, and P-Card purchases made during the period

GENERAL FUND (11)		1,313,108.96	
	<i>Total - General Fund</i>	<u>\$ 1,313,108.96</u>	
CENTER PROGRAM (22)		12,030.04	
COMMUNITY SERVICE (23)		353.50	
FOOD SERVICE FUND (25)		192,335.50	
COMMON DEBT (31-39)		0.00	
CAPITAL PROJECTS (41-49)		61,651.76	
	<i>Total - Special Revenue Funds</i>	<u>\$ 266,370.80</u>	
TRUST FUNDS (51)		0.00	
INTERNAL ACCOUNT FUNDS (29)		12,163.59	
	<i>Total - Other Funds</i>	<u>\$ 12,163.59</u>	
<b>TOTAL CHECK DISBURSEMENTS</b>		<u><u>\$ 1,591,643.35</u></u>	\$ 1,591,643.35
ACH DEBITS			1,487,165.07
PAYROLL			1,487,165.07
OUTGOING WIRE TRANSFERS			0.00
P-CARD PURCHASES			56,974.18
			<u>3,031,304.32</u>
<b>TOTAL DISBURSEMENTS IN PERIOD</b>			<u><u>\$ 4,622,947.67</u></u>

I certify that the disbursements listed on the attached check registers and listing of ACH debits, wire transfers, and P-Card purchases were payments made for obligations of The School District of the City of Hazel Park and that all materials or services listed on the invoices have been received or performed.

\_\_\_\_\_  
Jason Zirnig  
Assistant Superintendent, Business & Operations

**Monthly Summary of EFT's from HP Bank Accounts**

**3/31/2024**

<u>Date</u>	<u>Amount</u>	<u>Bank Acct Taken From</u>	<u>Reason</u>
3/4/2024	298.80	Gen Funds	Latchkey Fees
3/11/2024	7,435.11	Gen Funds	Health Equity Payment
3/26/2024	7,085.11	Gen Funds	Health Equity Payment
3/7/2024	7,674.74	Gen Funds	EduStaff Payment
3/21/2024	78,661.20	Gen Funds	EduStaff Payment
3/26/2024	24,344.83	Gen Funds	Penserv Payment
3/12/2024	24,351.14	Gen Funds	Penserv Payment
3/8/2024	236,775.35	Gen Funds	Payroll Federal Tax
3/22/2024	252,510.62	Gen Funds	Payroll Federal Tax
3/11/2024	35,732.40	Gen Funds	Payroll State Tax
3/25/2024	37,996.70	Gen Funds	Payroll State Tax
3/5/2024	460,091.81	Gen Funds	Ret W/H
3/7/2024	371,352.99	Gen Funds	Ret W/H
3/7/2024	79,921.71	Gen Funds	Ret W/H
3/21/2024	350,455.54	Gen Funds	Ret W/H
3/21/2024	65,013.86	Gen Funds	Ret W/H
3/26/2024	460,091.82	Gen Funds	Ret W/H

**2,499,793.73**      **Total ACH Debits**

<u>Date</u>	<u>Amount</u>	<u>Payroll</u>
3/8/2024	\$717,873.94	General Payroll
3/22/2024	\$742,634.00	General Payroll

**\$1,460,507.94**      **Total Payroll**

<u>Date</u>	<u>Amount</u>	<u>P-Card Purchases</u>
3/21/2024	121,860.63	General      P-Card charges Huntington Bank

**\$121,860.63**      **Total P-Card Purchases**

# Hazel Park Schools

## Check Register by Fund

Check Date From 3/1/2024 TO 3/31/2024

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
<b>Fund: 110</b>					
03/05/2024	HP 00503244	101044	UNITED STATES POST OFFICE		2,000.00
03/08/2024	EH 00001032	100600	A C BUILDERS HARDWARE INC		729.83
03/08/2024	EH 00001033	100550	AMAZON CAPITAL SERVICES INC		2,108.20
03/08/2024	EH 00001034	100201	BARUZZINI CONTRACTING LLC		300.00
03/08/2024	EH 00001035	101071	DAKTRONICS INC		1,575.00
03/08/2024	EH 00001036	100870	EVERYDAY SPEECH LLC		399.99
03/08/2024	EH 00001037	101356	FACILITIES MANAGEMENT EXPRESS LLC		4,870.05
03/08/2024	EH 00001038	100402	GEMINI FORMS & SYSTEMS INC		98.00
03/08/2024	EH 00001039	100430	JG POLY SALES		1,508.25
03/08/2024	EH 00001040	100745	KSS ENTERPRISES		2,790.66
03/08/2024	EH 00001041	100520	PEDIATRIC HEALTH CONSULTANTS INC		4,850.00
03/08/2024	EH 00001042	100428	ROYAL ROOFING		663.00
03/08/2024	EH 00001043	100241	SPINA ELECTRIC		280.00
03/08/2024	HP 00503245	100458	ACE TRANSPORTATION		2,580.00
03/08/2024	HP 00503247	101162	ALRO STEEL CORPORATION		288.00
03/08/2024	HP 00503248	101104	AMERICAN READING COMPANY INC	P2400010	2,300.00
03/08/2024	HP 00503250	100544	ASCENSION MICHIGAN EMPLOYER SOLUTIONS		278.00
03/08/2024	HP 00503251	101353	AVON BEACHAM-BYRD		350.00
03/08/2024	HP 00503252	100346	BIG D LOCK & KEY		1,082.50
03/08/2024	HP 00503254	100378	BUCKLES & BUCKLES		241.57
03/08/2024	HP 00503255	100512	CHAPTER 13 TRUSTEE - T. TERRY		1,053.41
03/08/2024	HP 00503256	100322	CITY HAZEL PARK WATER		6,087.55
03/08/2024	HP 00503257	100308	COCHRANE SUPPLY		252.85
03/08/2024	HP 00503258	100309	CONSUMERS ENERGY		2,105.70
03/08/2024	HP 00503259	100438	CONTRACTORS CLOTHING COMPANY		229.46
03/08/2024	HP 00503261	100479	CRISIS PREVENTION INSTITUTE		2,349.50
03/08/2024	HP 00503262	100018	CUSTOM FORM INC		1,400.00
03/08/2024	HP 00503263	100609	DAVID RUSKIN		556.58
03/08/2024	HP 00503265	101352	DENNY'S HEATING, COOLING		679.00
03/08/2024	HP 00503267	100313	DTE ENERGY		1,714.70

# Hazel Park Schools

## Check Register by Fund

Check Date From 3/1/2024 TO 3/31/2024

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
03/08/2024	HP 00503268	101132	ENTECH MEDICAL STAFFING		812.73
03/08/2024	HP 00503269	100217	GIANT PLUMBING & HEATING SUPPLY		24.82
03/08/2024	HP 00503270	100455	GRAINGER		1,062.88
03/08/2024	HP 00503271	101358	IBH ANALYTICS LLC		3,000.00
03/08/2024	HP 00503272	101357	INTEGRITY RESTORATION - MICHIGAN		30,275.98
03/08/2024	HP 00503273	100830	INTERACTIVE ENERGY GROUP LLC		1,589.22
03/08/2024	HP 00503275	100868	KS VENTURES INC		182.94
03/08/2024	HP 00503277	100089	MCNAUGHTON-MCKAY ELECTRIC COMP		81.47
03/08/2024	HP 00503278	100730	METRO ATHLETIC OFFICIALS ASSOC		285.00
03/08/2024	HP 00503280	100589	MILLENNIUM BUSINESS SYSTEMS		428.84
03/08/2024	HP 00503281	100387	MISDU		968.60
03/08/2024	HP 00503282	101052	NORTHSTAR MAT SERVICE		849.00
03/08/2024	HP 00503283	100461	NOVA ENVIRONMENTAL INC		600.00
03/08/2024	HP 00503284	100202	ORKIN LLC		160.99
03/08/2024	HP 00503285	101238	OVERHEAD DOOR WEST COMMERCIAL INC		343.00
03/08/2024	HP 00503286	100337	PETERSON GLASS CO		397.74
03/08/2024	HP 00503287	100052	PIRTEK MADISON HEIGHTS		113.01
03/08/2024	HP 00503288	100060	PLANTE MORAN PLLC		45,970.00
03/08/2024	HP 00503289	101346	PORT HURON AREA SCHOOL DISTRICT		250.00
03/08/2024	HP 00503291	100338	QUICK MADE SIGNS & TROPHY SALE		85.00
03/08/2024	HP 00503295	100740	SPECTRUM WIRELESS USA INC		280.00
03/08/2024	HP 00503296	100853	SUNDE BUILDING INC		4,500.00
03/08/2024	HP 00503297	100032	VERIZON WIRELESS		153.54
03/08/2024	HP 00503298	100364	VIGILANTE SECURITY INC		151.25
03/08/2024	HP 00503299	101037	WARREN LINCOLN HIGH SCHOOL		300.00
03/15/2024	EH 00001044	100600	A C BUILDERS HARDWARE INC		952.77
03/15/2024	EH 00001045	100351	AIRGAS GREAT LAKES		253.93
03/15/2024	EH 00001046	100550	AMAZON CAPITAL SERVICES INC	P2400241	746.21
03/15/2024	EH 00001048	100430	JG POLY SALES		119.90
03/15/2024	EH 00001049	100745	KSS ENTERPRISES		19.90
03/15/2024	EH 00001050	100797	SCHOOL OUTFITTERS LLC	P2400207	20,583.46

User: ZIRNISJ - Jason Zimis  
 Report: OSAP5009 - OSAP5009; Check Register by Fund  
 Selection: OH\_DTL.[oh\_ck\_dt] <= '03/31/2024' AND OH\_DTL.[oh\_ck\_dt] >= '03/01/2024'  
 Current Date: 04/12/2024  
 Current Time: 14:46:17

# Hazel Park Schools

## Check Register by Fund

Check Date From 3/1/2024 TO 3/31/2024

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
03/15/2024	EH 00001051	100515	STAFF CONNECTIONS LLC		3,319.83
03/15/2024	HP 00503300	101104	AMERICAN READING COMPANY INC	P2400010	2,800.00
03/15/2024	HP 00503301	100544	ASCENSION MICHIGAN EMPLOYER SOLUTIONS		50.00
03/15/2024	HP 00503302	100347	BILLINGS LAWN EQUIPMENT		245.84
03/15/2024	HP 00503303	100080	CITY OF FERNDALE-WATER		5,592.15
03/15/2024	HP 00503304	100321	CITY OF HAZEL PARK		34,180.12
03/15/2024	HP 00503305	100888	CONSTELLATION		29,370.59
03/15/2024	HP 00503306	100309	CONSUMERS ENERGY		7,570.71
03/15/2024	HP 00503307	101269	DEES SPORT SHOP INC		570.00
03/15/2024	HP 00503309	100313	DTE ENERGY		30,751.19
03/15/2024	HP 00503310	101132	ENTECH MEDICALL STAFFING		895.38
03/15/2024	HP 00503311	100446	FAR THERAPEUTIC & PERFORMING ARTS		1,141.88
03/15/2024	HP 00503312	100498	FERRELLGAS		1,109.13
03/15/2024	HP 00503313	100640	FIBER LINK INC		181.50
03/15/2024	HP 00503314	100404	HASTINGS AUTO PARTS		3.24
03/15/2024	HP 00503315	100488	HOME DEPOT CREDIT SERVICES		493.52
03/15/2024	HP 00503316	100569	INTEGRITY BUSINESS SOLUTIONS LLC		1,439.60
03/15/2024	HP 00503317	101359	LANSE CREUES HIGH SCHOOL ATTN: ATHLETICS		300.00
03/15/2024	HP 00503318	101273	MADISON HEIGHTS PLBG & HTG SUPPLY INC		255.00
03/15/2024	HP 00503319	100089	MCNAUGHTON-MCKAY ELECTRIC COMP		261.02
03/15/2024	HP 00503320	100043	MECHANICAL SYSTEMS SERVICES		900.00
03/15/2024	HP 00503321	101360	MICHIGAN ALLIANCE FOR STUDENT		750.00
03/15/2024	HP 00503322	100327	MICHIGAN EDUCATION SPECIAL		504,324.08
03/15/2024	HP 00503323	100380	OAKLAND SCHOOLS		91.00
03/15/2024	HP 00503324	101347	OUR TIME YOUTH RADIO DBA	P2400263	10,000.00
03/15/2024	HP 00503325	100585	PITNEY BOWES		3,225.71
03/15/2024	HP 00503328	101103	S&A CONCRETE CONSTRUCTION INC		9,800.00
03/15/2024	HP 00503331	100829	TEACHING STRATEGIES LLC		660.05
03/15/2024	HP 00503332	101142	UNIVERSAL PLUMBING SUPPLY		518.00
03/22/2024	EH 00001052	100045	A & I ENTERPRISES		208,027.79
03/22/2024	EH 00001053	100550	AMAZON CAPITAL SERVICES INC	P2400250	2,430.33

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User: ZIRNISJ - Jason Zirmis  
Report: OSAP5009 - OSAP5009: Check Register by Fund  
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Selection: OH\_DTL.[oh\_ck\_dt] <= '03/31/2024' AND OH\_DTL.[oh\_ck\_dt] >= '03/01/2024'

# Hazel Park Schools

## Check Register by Fund

Check Date From 3/1/2024 TO 3/31/2024

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
03/22/2024	EH 00001054	100201	BARUZZINI CONTRACTING LLC		250.00
03/22/2024	EH 00001055	100319	G N E PAINT & SUPPLY		332.61
03/22/2024	EH 00001056	100292	INVEST CENTERS LLC		251,489.73
03/22/2024	EH 00001057	100430	JG POLY SALES		199.25
03/22/2024	EH 00001059	100515	STAFF CONNECTIONS LLC		1,510.32
03/22/2024	HP 00503333	101362	A&P TREE SERVICE		4,900.00
03/22/2024	HP 00503334	100544	ASCENSION MICHIGAN EMPLOYER SOLUTIONS		128.00
03/22/2024	HP 00503335	100346	BIG D LOCK & KEY		49.00
03/22/2024	HP 00503336	100347	BILLINGS LAWN EQUIPMENT		46.13
03/22/2024	HP 00503337	100378	BUCKLES & BUCKLES		241.57
03/22/2024	HP 00503338	100512	CHAPTER 13 TRUSTEE - T. TERRY		1,053.41
03/22/2024	HP 00503339	100308	COCHRANE SUPPLY		166.58
03/22/2024	HP 00503340	100609	DAVID RUSKIN		556.58
03/22/2024	HP 00503341	101269	DEES SPORT SHOP INC		995.00
03/22/2024	HP 00503342	100865	DO APPAREL		805.00
03/22/2024	HP 00503343	100313	DTE ENERGY		3,307.46
03/22/2024	HP 00503344	100085	EASTERN MICHIGAN UNIVERSITY		450.00
03/22/2024	HP 00503346	100890	ERIC GREGORY		548.20
03/22/2024	HP 00503347	100371	HAZEL PARK AUX POLICE		6,575.00
03/22/2024	HP 00503349	101358	IBH ANALYTICS LLC		3,000.00
03/22/2024	HP 00503350	101170	IMPRESSIVE TILE		291.48
03/22/2024	HP 00503352	100750	MADISON PARK BOWL		2,925.00
03/22/2024	HP 00503353	101361	MCGINNIS, DONALD		242.13
03/22/2024	HP 00503354	100043	MECHANICAL SYSTEMS SERVICES		450.00
03/22/2024	HP 00503355	100447	MERIDIAN WINDS		1,785.00
03/22/2024	HP 00503356	100589	MILLENNIUM BUSINESS SYSTEMS		3,035.38
03/22/2024	HP 00503357	100387	MISDU		1,167.77
03/22/2024	HP 00503358	101238	OVERHEAD DOOR WEST COMMERCIAL INC		1,650.00
03/22/2024	HP 00503359	100058	PHOENIX STONE COMPANY		939.00
03/22/2024	HP 00503361	101154	ROOSEN, VARCHETTI & OLIVIER PLLC		73.22
03/22/2024	HP 00503362	100364	VIGILANTE SECURITY INC		1,174.50

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User: ZIRNISJ - Jason Zimis  
Report: OSAP5009 - OSAP5009: Check Register by Fund  
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Selection: OH\_DTL.[oh\_ck\_dt] <= '03/31/2024' AND OH\_DTL.[oh\_ck\_dt] >= '03/01/2024'

# Hazel Park Schools

## Check Register by Fund

Check Date From 3/1/2024 TO 3/31/2024

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
03/22/2024	HP 00503363	101037	WARREN LINCOLN HIGH SCHOOL		250.00
<b>Fund: 220</b>				<b>Fund 110 Total:</b>	<b>1,313,108.96</b>
03/15/2024	EH 00001051	100515	STAFF CONNECTIONS LLC		1,200.00
03/15/2024	HP 00503311	100446	FAR THERAPEUTIC & PERFORMING ARTS		1,685.63
03/22/2024	EH 00001053	100550	AMAZON CAPITAL SERVICES INC	P2400243	679.48
03/22/2024	EH 00001059	100515	STAFF CONNECTIONS LLC		7,079.19
03/22/2024	HP 00503345	101132	ENTECH MEDICAL STAFFING		805.84
03/22/2024	HP 00503356	100589	MILLENNIUM BUSINESS SYSTEMS		579.90
				<b>Fund 220 Total:</b>	<b>12,030.04</b>
<b>Fund: 230</b>				<b>Fund 230 Total:</b>	<b>353.50</b>
03/08/2024	HP 00503290	100675	PROCARE SOFTWARE LLC		353.50
<b>Fund: 250</b>				<b>Fund 250 Total:</b>	<b>192,335.50</b>
03/08/2024	HP 00503276	101315	MACOMB SALES & SERVICE LLC		811.47
03/15/2024	EH 00001047	100118	CHARTWELLS DINING SERVICES		190,358.76
03/22/2024	HP 00503351	101315	MACOMB SALES & SERVICE LLC		1,068.20
03/22/2024	HP 00503356	100589	MILLENNIUM BUSINESS SYSTEMS		79.57
03/22/2024	HP 00503362	100364	VIGILANTE SECURITY INC		17.50
<b>Fund: 290</b>				<b>Fund 250 Total:</b>	<b>192,335.50</b>
03/08/2024	HP 00503246	101124	ALNET		75.00
03/08/2024	HP 00503253	101354	BRUNER, EMMA		263.75
03/08/2024	HP 00503260	101206	COX, JODY		762.60
03/08/2024	HP 00503266	100307	DILTZ, KAYLA		253.14
03/08/2024	HP 00503274	101208	JUNE, ALICIA		247.50
03/08/2024	HP 00503279	101207	MIKKELSON, ALISHA		257.50
03/08/2024	HP 00503293	101205	SEUBERT, JORDAN		325.00
03/08/2024	HP 00503294	101210	SEUBERT, KARIE		850.10
03/15/2024	HP 00503326	100355	POLITO, SHAWN		475.00
03/15/2024	HP 00503327	100338	QUICK MADE SIGNS & TROPHY SALE		2,430.00
03/15/2024	HP 00503329	100856	SHOWCASE AMERICA UNLIMITED		4,313.00

Current Date: 04/12/2024  
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Selection: OH\_DTL.[oh\_ck\_dt] <= '03/31/2024' AND OH\_DTL.[oh\_ck\_dt] >= '03/01/2024'

# Hazel Park Schools

## Check Register by Fund

Check Date From 3/1/2024 TO 3/31/2024

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
03/15/2024	HP 00503330	101159	STACY HAMMONDS		800.00
03/22/2024	HP 00503348	100774	HOWARD MICHAELS FUNDRAISING CO		1,111.00
			Fund 290	Total:	12,163.59
<b>Fund: 420</b>					
03/08/2024	HP 00503264	100038	DELTA NETWORK SERVICES LLC		61,651.76
			Fund 420	Total:	61,651.76
			Grand Total:		1,591,643.35

End of Report



Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CORPORATE ACCOUNT SUMMARY**

Previous balance	\$56,974.18	Statement date	02/29/24
Payments	56,759.46	Number of days in billing cycle	29
Credits	1,013.69	Credit limit	500,000.00
Purchases and other debits	122,634.60	Available credit	372,525.00
Cash advances	0.00	Cash limit	0.00
Fees charged	25.00	Available cash	0.00
FINANCE CHARGES	0.00		
New balance	\$121,860.63	Payment due date	03/20/24
		Amount due	\$121,860.63

Call Us:  
 Continental US: 866-643-4203  
 Report Lost or Stolen Cards: 866-643-4203

Write Us:  
 CUSTOMER SERVICE  
 PO BOX 1558, COLUMBUS, OH 43272

Online Access:  
[www.huntington.com](http://www.huntington.com)

Congratulations! You have earned \$608 based on your company's Commercial Card spend this period. This rebate amount will be deposited directly into your company's Huntington Business checking account. Thank you for your business.  
 Your next authorized automatic payment of \$121,860.63 will be debited from your account on the payment due date listed on page one of this statement. If you have any questions regarding your account, please call us at 1-866-643-4203.

**CORPORATE ACCOUNT ACTIVITY**

<b>HAZEL PARK SCHOOLS</b>				<b>TOTAL ACTIVITY</b>
XXXX XXXX XXXX 5846				\$56,759.46 CR
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>	<b>Amount</b>
02/20	02/20	F128600E300CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$56,759.46 CR

5548 YNH 001 7 31 240229 0 PAGE 1 of 15 1 0 1286 1000 T007 01AK5548

Please detach bottom portion and submit with payment using enclosed envelope

Account Number XXXX XXXX XXXX 5846  
 Payment Due Date **March 20, 2024**  
 Total Amount Due **\$121,860.63**  
 You are set up with Automatic Payment in the amount of \$121,860.63



HUNTINGTON NATIONAL BANK  
 PO BOX 2360  
 OMAHA NE 68103-2360

Amount Enclosed

Make Check Payable to:

\$

ATTN: MATTHEW MILLER  
 HAZEL PARK SCHOOLS  
 1620 EAST ELZA AVE  
 HAZEL PARK SCHOOLS  
 HAZEL PARK MI 48030



HUNTINGTON NATIONAL BANK  
 PO BOX 182387  
 COLUMBUS OH 43218-2387



2215810556329000043307312186063121860638

598990208 5563293004515846





Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

CARDHOLDER ACCOUNT ACTIVITY							
JAMIE BUCZKO							
XXXX XXXX XXXX 8074			<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
<b>CREDIT LIMIT</b> \$20,000.00			\$9,481.53	\$0.00	\$0.00	\$0.00	\$9,481.53
Post Date	Tran Date	Reference Number	Transaction Description			Amount	
02/01	01/31	0534588DF8PMLZ7MS	A 1 FINGERPRINT OAK PARK MI			75.00	
02/02	02/01	0534588DG8PNQRSKK	A 1 FINGERPRINT OAK PARK MI			75.00	
02/02	02/01	0534588DG8PNQRSN4	A 1 FINGERPRINT OAK PARK MI			75.00	
02/06	02/05	0534588DL8PM95DAA	A 1 FINGERPRINT OAK PARK MI			75.00	
02/06	02/05	0534588DL8PM95D5M	A 1 FINGERPRINT OAK PARK MI			75.00	
02/06	02/05	0534588DL8PM95D7N	A 1 FINGERPRINT OAK PARK MI			75.00	
02/06	02/05	0534588DL8PM95QZZ	A 1 FINGERPRINT OAK PARK MI			75.00	
02/07	02/06	0534588DM8PMQFDAM	A 1 FINGERPRINT OAK PARK MI			75.00	
02/07	02/06	0534588DM8PMQFDD9	A 1 FINGERPRINT OAK PARK MI			75.00	
02/09	02/08	5541734DRTAKZLDRJ	DELTA 00622098337114 DELTA.COM CA NAME:CALES,KRISTY TICKET#:00622098337114 LEG 1: ITINERARY#:2476 DATE:06/23/2024 DEPARTURE TIME:11:00 CARRIER:DL ARRIVAL TIME:00:00 ORIGINATION:DTW DESTINATION:DCA LEG 2: ITINERARY#:1085 DATE:06/26/2024 DEPARTURE TIME:10:00 CARRIER:DL ARRIVAL TIME:00:00 ORIGINATION:DCA DESTINATION:DTW			556.20	
02/09	02/08	5541734DRTAKZLDRS	DELTA 00622098337092 DELTA.COM CA NAME:KRUPPE,AMY TICKET#:00622098337092 LEG 1: ITINERARY#:2476 DATE:06/23/2024 DEPARTURE TIME:11:00 CARRIER:DL ARRIVAL TIME:00:00 ORIGINATION:DTW DESTINATION:DCA LEG 2: ITINERARY#:1085 DATE:06/26/2024 DEPARTURE TIME:10:00 CARRIER:DL ARRIVAL TIME:00:00 ORIGINATION:DCA DESTINATION:DTW			556.20	
02/09	02/08	5541734DRTAKZLDTL	DELTA 00622098337103 DELTA.COM CA NAME:DULMAGE,STEPHAN TICKET#:00622098337103 LEG 1: ITINERARY#:2476 DATE:06/23/2024 DEPARTURE TIME:11:00 CARRIER:DL ARRIVAL TIME:00:00 ORIGINATION:DTW DESTINATION:DCA LEG 2: ITINERARY#:1085 DATE:06/26/2024 DEPARTURE TIME:10:00 CARRIER:DL ARRIVAL TIME:00:00 ORIGINATION:DCA			556.20	

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

CARDHOLDER ACCOUNT ACTIVITY (continued)				
JAMIE BUCZKO				
XXXX XXXX XXXX 8074				
CREDIT LIMIT \$20,000.00				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/09	02/08	5541734DRTAKZLDTQ	DESTINATION:DTW DELTA 00622098337125 DELTA.COM CA NAME:ZIRNIS,JASON TICKET#:00622098337125 LEG 1: ITINERARY#:2476 DATE:06/23/2024 DEPARTURE TIME:11:00 CARRIER:DL ARRIVAL TIME:00:00 ORIGINATION:DTW DESTINATION:DCA LEG 2: ITINERARY#:1085 DATE:06/26/2024 DEPARTURE TIME:10:00 CARRIER:DL ARRIVAL TIME:00:00 ORIGINATION:DCA DESTINATION:DTW	556.20
02/09	02/08	5543687DR4YNESARA	HILTON INTERNATIONALS WASHINGTON DC CHECK IN:06/23/2024 NUMBER OF NIGHTS: CHECK OUT:06/26/2024 DAILY RATE: 0.00	335.10
02/09	02/08	5543687DR4YNESAR2	HILTON INTERNATIONALS WASHINGTON DC CHECK IN:06/23/2024 NUMBER OF NIGHTS: CHECK OUT:06/26/2024 DAILY RATE: 0.00	335.10
02/09	02/08	5543687DR4YNESDM4	HILTON INTERNATIONALS WASHINGTON DC CHECK IN:06/23/2024 NUMBER OF NIGHTS: CHECK OUT:06/26/2024 DAILY RATE: 0.00	335.10
02/09	02/08	5543687DR4YNESGM1	HILTON INTERNATIONALS WASHINGTON DC CHECK IN:06/23/2024 NUMBER OF NIGHTS: CHECK OUT:06/26/2024 DAILY RATE: 0.00	335.10
02/09	02/08	7530637DP4Z57M1YG	SUCCESSFUL PRACTICES N 518-7232063 NY	3,980.00
02/12	02/09	8535335DSBTR3RX2N	PAYPAL *MHHPCHAMBER 4029357733 MI	40.00
02/14	02/13	0534588DW8PN5FA81	A 1 FINGERPRINT OAK PARK MI	75.00
02/15	02/14	0534588DX8PP5WVSP	A 1 FINGERPRINT OAK PARK MI	75.00
02/16	02/14	0230537DY2X99GD0T	OFFICEMAX/OFFICEDEPT#6 COLUMBUS OH	178.80
02/16	02/14	0230537DY2X99GD32	OFFICEMAX/OFFICEDEPT#6 COLUMBUS OH	43.44
02/16	02/14	0230537DY2X99GD8G	OFFICEMAX/OFFICEDEPT#6 COLUMBUS OH	339.09
02/20	02/19	0534588E28PN684HJ	A 1 FINGERPRINT OAK PARK MI	75.00
02/22	02/21	0534588E48PMHG49K	A 1 FINGERPRINT OAK PARK MI	75.00
02/23	02/22	0534588E58PMJ3KLA	A 1 FINGERPRINT OAK PARK MI	75.00
02/23	02/22	0534588E58PMJ3KNX	A 1 FINGERPRINT OAK PARK MI	75.00
02/23	02/22	0534588E58PMJ3KT6	A 1 FINGERPRINT OAK PARK MI	75.00
02/28	02/27	8271116EA000QXHF	OAKLAND SCHOOLS WATERFORD MI	135.00

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CARDHOLDER ACCOUNT ACTIVITY (continued)**

DEBRA DIMAS						
XXXX XXXX XXXX 8828		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
<b>CREDIT LIMIT</b> \$5,000.00		\$3,157.11	\$0.00	\$0.00	\$0.00	\$3,157.11
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/01	01/31	5543286DF5WNNTPF2	AMZN MKTP US*R25N92650 AMZN.COM/BILL WA	53.93		
02/02	02/01	5543286DH5X4A1M85	TST* NEW YORK BAGEL - FERNDALE MI	107.65		
02/02	02/01	5531020DG2E0676M3	AMZN MKTP US*R26D89SP0 SEATTLE WA	59.76		
02/04	02/02	5543286DH5XAQ6H91	AMAZON.COM*R275E8311 AMZN.COM/BILL WA	270.67		
02/06	02/05	0543684DMBLKFN18Q	SAMS CLUB #6659 MADISON HEIGH MI	46.43		
02/06	02/05	0512348DMHES6AWLF	SCHOLASTIC, INC. NEW YORK NY	1,952.09		
02/07	02/06	0543684DM8PLFKB8S	KROGER #447 HAZEL PARK MI	2.49		
02/08	02/07	5543286DN5YK0SL7A	AMZN MKTP US*RB34X0TQ2 AMZN.COM/BILL WA	43.98		
02/09	02/08	5543286DR5Z3JS3BG	TST* NEW YORK BAGEL - FERNDALE MI	107.65		
02/09	02/09	5531020DR2DLH6V1S	AMAZON.COM*RB2Q28MV2 SEATTLE WA	43.97		
02/14	02/13	0543684DXBLL1HF80	SAMS CLUB #6659 MADISON HEIGH MI	64.34		
02/16	02/14	7526586DY3227AMQE	OTC BRANDS INC OMAHA NE	186.84		
02/18	02/15	5543286DZ6121Q6KD	TST* NEW YORK BAGEL - FERNDALE MI	117.10		
02/20	02/19	8230509E2000Q5XTJ	AMAZON RET* 113-853075 SEATTLE WA	57.25		
02/29	02/29	5543286EQ5VA0XGWW	AMZN MKTP US*RW08N32D1 AMZN.COM/BILL WA	42.96		

STEPHANIE DULMAGE						
XXXX XXXX XXXX 5092		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
<b>CREDIT LIMIT</b> \$5,000.00		\$111.52	\$0.00	\$0.00	\$0.00	\$111.52
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/01	01/31	8271116DF00080RXM	OAKLAND SCHOOLS WATERFORD MI	25.00		
02/08	02/07	5550629DN61AS0PS3	ANDY MARK INC KOKOMO IN	86.52		

KARLA GRAESSLEY						
XXXX XXXX XXXX 2857		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
<b>CREDIT LIMIT</b> \$5,000.00		\$3,110.14	\$0.00	\$0.00	\$0.00	\$3,110.14
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/01	01/31	5531020DF2D2Z6K4F0	AMZN MKTP US*R24SD1TZ2 SEATTLE WA	50.58		
02/04	02/02	0541601DH43A7SRYZ	WAL-MART #2873 TROY MI	39.68		
02/04	02/02	0543684DJ00AW3JZM	DOLLAR TREE TROY MI	40.48		
02/06	02/06	5543286DM5Y6QXB85	AMZN MKTP US*RB1O58FN2 AMZN.COM/BILL WA	101.72		
02/09	02/09	5543286DR5Z151JFZ	REALLY GOOD STUFF 800-366-1920 CT	224.95		
02/15	02/13	5548382DXATESXS6Y	SAMSCLUB.COM 888-746-7726 AR	459.48		
02/16	02/14	5548382DYATG8YQF1	SAMSCLUB.COM 888-746-7726 AR	246.82		
02/18	02/16	5548382E02LR7JHP1	WAL-MART #4424 WARREN MI	73.14		
02/23	02/22	8545491E5S66FLSBW	RANDAZZO MECHANICAL HE MACOMB MI	1,460.00		
02/25	02/23	5531020E62E03J49N	AMZN MKTP US*RZ2IQ6NE0 SEATTLE WA	360.30		
02/26	02/25	5531020E82DLGHWF8	AMZN MKTP US*RW3F79NP1 SEATTLE WA	52.99		

TECHNOLOGY HP						
XXXX XXXX XXXX 8518		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
<b>CREDIT LIMIT</b> \$5,000.00		\$3,473.17	\$0.00	\$0.00	\$130.08 CR	\$3,343.09
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/11	02/11	5543286DS5ZL7BSJB	APPLE.COM/US 800-676-2775 CA	178.95		
02/11	02/11	5543286DS5ZL7BSLQ	APPLE.COM/US 800-676-2775 CA	178.95		
02/11	02/11	5543286DS5ZL7BSP7	APPLE.COM/US 800-676-2775 CA	178.95		
02/12	02/11	5513158DSR3D9HW09	APPLE.COM/US CUPERTINO CA	188.49		

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CARDHOLDER ACCOUNT ACTIVITY (continued)**

TECHNOLOGY HP				
XXXX XXXX XXXX 8518				
CREDIT LIMIT \$5,000.00				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/12	02/11	5513158DSR3V4L9QW	APPLE.COM/US CUPERTINO CA	188.49
02/15	02/15	5543286DY60NPJ3RN	APPLE.COM/US 800-676-2775 CA	752.63
02/15	02/15	5543286DY60NPJ6BD	APPLE.COM/US 800-676-2775 CA	188.49
02/15	02/15	5543286DY60NPJ6NT	APPLE.COM/US 800-676-2775 CA	188.49
02/15	02/15	5543286DY60NPJ6RK	APPLE.COM/US 800-676-2775 CA	188.49
02/15	02/15	5543286DY60NPJ62Q	APPLE.COM/US 800-676-2775 CA	188.49
02/15	02/15	5543286DY60NPJ65P	APPLE.COM/US 800-676-2775 CA	188.49
02/15	02/15	5543286DY60NPJ68A	APPLE.COM/US 800-676-2775 CA	188.49
02/16	02/15	5513158DYR3DGMRGZ	APPLE.COM/US CUPERTINO CA	188.49
02/16	02/15	5513158DYR3VH4X5X	APPLE.COM/US CUPERTINO CA	188.49
02/16	02/15	5513158DYR3V9B8QQ	APPLE.COM/US CUPERTINO CA	99.00
02/18	02/17	5543286E0618Z08AH	APPLE.COM/US 800-676- CREDIT	9.54 CR
02/18	02/17	5543286E0618Z08A1	APPLE.COM/US 800-676- CREDIT	9.54 CR
02/18	02/17	5543286E0618Z08A9	APPLE.COM/US 800-676- CREDIT	9.54 CR
02/18	02/17	5543286E0618Z08BK	APPLE.COM/US 800-676- CREDIT	9.54 CR
02/18	02/17	5543286E0618Z087Y	APPLE.COM/US 800-676- CREDIT	34.68 CR
02/18	02/17	5543286E0618Z088R	APPLE.COM/US 800-676- CREDIT	9.54 CR
02/18	02/17	5543286E0618Z089G	APPLE.COM/US 800-676- CREDIT	9.54 CR
02/18	02/17	5543286E0618Z0890	APPLE.COM/US 800-676- CREDIT	9.54 CR
02/18	02/17	5543286E0618Z0898	APPLE.COM/US 800-676- CREDIT	9.54 CR
02/18	02/17	5513158E0R34K5DJ7	APPLE.COM/US CUPERTINO CA CREDIT	9.54 CR
02/18	02/17	5513158E0R34K5DQV	APPLE.COM/US CUPERTINO CA CREDIT	9.54 CR
02/25	02/25	8538390E80008ENBK	ALOHI * FAXPLUS PLAN-LES-OUAT DU	199.79

MICHELLE KRAUSE						
XXXX XXXX XXXX 7323						
CREDIT LIMIT \$5,000.00						
		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
		\$422.23	\$0.00	\$0.00	\$0.00	\$422.23
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/11	02/09	0512348DTHEBNO PX	SCHOLASTIC, INC. JEFFERSONCITY MO	22.24		
02/16	02/15	8230509DY000QMKWX	EVERYDAYSPEECHSLP WEST ROXBURY MA	399.99		

AMY KRUPPE						
XXXX XXXX XXXX 5012						
CREDIT LIMIT \$25,000.00						
		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
		\$1,073.43	\$0.00	\$0.00	\$0.00	\$1,073.43
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/18	02/17	5543286E161KY2EB9	METRO AIRPORT PARKING DETROIT MI	120.00		
02/18	02/17	5543687E14MF5GWGB	EMBASSY SUITES SAN DIEGO CA	953.43		
CHECK IN:02/14/2024 NUMBER OF NIGHTS:						
CHECK OUT:02/17/2024						
DAILY RATE: 0.00						

CORRI NASTASI						
XXXX XXXX XXXX 6896						
CREDIT LIMIT \$5,000.00						
		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
		\$3,407.66	\$0.00	\$0.00	\$0.00	\$3,407.66
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/01	01/31	5543286DF5WLNT1M3	MEIJER # 237 WARREN MI	15.67		
02/01	01/31	5543286DF5WNNXP4	AMAZON.COM*R26MQ2TS2 AMZN.COM/BILL WA	45.48		

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CARDHOLDER ACCOUNT ACTIVITY (continued)**

CORRI NASTASI				
XXXX XXXX XXXX 6896				
CREDIT LIMIT \$5,000.00				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/01	01/31	5543286DF5WPET9HV	AMZN MKTP US*R228396B0 AMZN.COM/BILL WA	44.97
02/01	02/01	5543286DG5WSD0XZH	AMZN MKTP US*R281G0ET2 AMZN.COM/BILL WA	83.36
02/05	02/04	5531020DK2E0GFN9Q	AMAZON.COM*R21KT27S2 SEATTLE WA	13.98
02/05	02/04	5531020DK2E052XKV	AMAZON.COM*RB90C9NM0 SEATTLE WA	23.96
02/05	02/05	5543286DL5Y06WPNT	AMAZON.COM*R23C04M31 AMZN.COM/BILL WA	23.90
02/06	02/05	5543286DL5Y4MD90F	AMAZON.COM*RB77V8OY2 AMZN.COM/BILL WA	13.98
02/07	02/06	5543286DM5YBGW7H4	AMZN MKTP US*R287W2DD1 AMZN.COM/BILL WA	19.98
02/07	02/06	5543286DN5YHWT61B	TST* NEW YORK BAGEL - FERNDALE MI	129.70
02/07	02/06	0543684DNEHTV2SKS	LITTLE CAESARS #174 FERNDALE MI	29.20
02/09	02/08	5543687DRJLDDJ9AV	OUTDOOR ADVEN CNTR POS DETROIT MI	258.00
02/11	02/10	8230509DS000244Q7	AMAZON RET* 112-776476 SEATTLE WA	45.94
02/15	02/13	5543286DX60G2F06K	TST* NEW YORK BAGEL - FERNDALE MI	129.70
02/15	02/15	5543286DY60RAF0RQ	AMAZON.COM*RI1W549V0 AMZN.COM/BILL WA	22.18
02/15	02/15	5543286DY60RM5JLA	AMZN MKTP US*RI92H01E2 AMZN.COM/BILL WA	550.29
02/16	02/15	0541601DY43AABP15	SAMSLUB #6659 MADISON HEIGH MI	114.80
02/18	02/16	5542950DZLRATFEK8	TEACHERSPAYTEACHERS.CO 6465880910 NY	3.00
02/18	02/17	5531020E02DZKNTRQ	AMZN MKTP US*RI0NR1LZ1 SEATTLE WA	106.48
02/19	02/18	5531020E12DZPFK7Z	AMZN MKTP US*RW4P190R0 SEATTLE WA	306.18
02/22	02/21	5531020E42DZ5MS3N	AMZN MKTP US*RW0HB5TM2 SEATTLE WA	19.90
02/22	02/22	5531020E52DYLGL74	AMZN MKTP US*RI8OB9271 SEATTLE WA	29.98
02/23	02/22	5543286E562S8Q8Z0	AMZN MKTP US*RW00E7172 AMZN.COM/BILL WA	50.34
02/25	02/25	6518742E80001BKG5	PERIPOLE INC 5033622560 OR	745.20
02/26	02/25	5543286E85SDFMJ60	MEIJER STORE #681 MACOMB MI	11.96
02/26	02/25	0543684E88PM2YVKS	KROGER #737 SHELBY TOWNSH MI	60.64
02/26	02/25	5548382E92LR0FY4Q	WAL-MART #3487 SHELBY TWP MI	59.09
02/26	02/25	5531020E82DJLJMKS	AMZN MKTP US*RW35A8TA1 SEATTLE WA	71.52
02/26	02/25	5531020E82DYL8WE7	AMAZON.COM*R22BQ2PB0 SEATTLE WA	50.04
02/26	02/25	5531020E82DYXLWGM	AMZN MKTP US*RZ0SM1V60 SEATTLE WA	50.77
02/26	02/26	5531020E92DKZEMJ2	AMZN MKTP US*RW7LQ3982 SEATTLE WA	9.99
02/27	02/26	5543286EA5SPWLGAB	MEIJER STORE #681 MACOMB MI	24.02
02/27	02/26	5543286EA5STYAW3G	TST* NEW YORK BAGEL - FERNDALE MI	129.70
02/27	02/27	5543286EA5SSA2QLQ	AMZN MKTP US*RZ0MN1SK0 AMZN.COM/BILL WA	19.18
02/29	02/28	0543684EB8PLKG76N	KROGER #759 WHITE LAKE MI	94.58

SHEILA OKANE						
XXXX XXXX XXXX 1086						
CREDIT LIMIT \$5,000.00						
		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
		\$602.49	\$0.00	\$0.00	\$40.00 CR	\$562.49
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/02	02/02	5543286DH5X2M5R33	AMZN MKTP US*R263S3940 AMZN.COM/BILL WA	47.69		
02/08	02/07	8271116DN000EVREY	OAKLAND SCHOOLS WATERFORD MI	40.00		
02/15	02/14	8230509DX000EBM2E	LIBIB.COM COVINA CA	11.00		
02/25	02/23	0541019E62LZ4WEAW	TARGET 00025445 WARREN MI	33.77		
02/25	02/23	0543684E75SA6LGV9	GFS STORE #0178 WARREN MI	69.37		
02/27	02/26	8271116EA0003GEJP	OAKLAND SCHOOLS WATERFORD MI CREDIT	40.00 CR		
02/29	02/29	5543286EQ5VQ3VAWV	AMZN MKTP US*RN2B86040 AMZN.COM/BILL WA	277.81		
02/29	02/29	5543286EQ5V9VLM6G	AMAZON.COM*RW1J762L1 AMZN.COM/BILL WA	122.85		

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CARDHOLDER ACCOUNT ACTIVITY (continued)**

MEGAN PAPASIAN-BROADWELL						
XXXX XXXX XXXX 5029		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
CREDIT LIMIT \$5,000.00		\$0.00	\$0.00	\$0.00	\$214.72 CR	\$214.72 CR
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/14	02/14	F128600DX000PX045	ADJUSTMENT-PURCHASES	48.24 CR		
02/14	02/14	F128600DX000PX045	ADJUSTMENT-PURCHASES	39.99 CR		
02/14	02/14	F128600DX000PX045	ADJUSTMENT-PURCHASES	39.99 CR		
02/14	02/14	F128600DX000PX045	ADJUSTMENT-PURCHASES	39.99 CR		
02/21	02/21	F128600E4000PX052	ADJUSTMENT-PURCHASES	46.51 CR		

GREG RICHARDSON						
XXXX XXXX XXXX 2959		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
CREDIT LIMIT \$20,000.00		\$2,150.72	\$0.00	\$0.00	\$247.55 CR	\$1,903.17
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/01	01/31	5531020DGBM47NM2K	TONYS ACE HDWE HAZEL PARK MI	18.98		
02/02	02/01	5531020DHBM402GJ0	TONYS ACE HDWE HAZEL PARK MI	30.39		
02/02	02/01	7230606DGS66J7B65	CHET S RENT ALL - WARR WARREN MI	700.00		
02/04	02/02	5531020DJB41ZH4B	TONYS ACE HDWE HAZEL PARK MI	11.18		
02/04	02/02	7230606DHS66JAD2T	CHET S RENT ALL - WARR WARREN MI CREDIT	247.55 CR		
02/06	02/05	5531020DMBM47NLHE	TONYS ACE HDWE HAZEL PARK MI	14.80		
02/06	02/05	5531020DMBM47NLJP	TONYS ACE HDWE HAZEL PARK MI	11.39		
02/06	02/05	5531020DMBM47NLZB	TONYS ACE HDWE HAZEL PARK MI	10.43		
02/06	02/05	5531020DMBM47NM51	TONYS ACE HDWE HAZEL PARK MI	3.79		
02/08	02/07	5531020DPBM41ZHNA	TONYS ACE HDWE HAZEL PARK MI	37.97		
02/08	02/07	5531020DPBM41ZHNS	TONYS ACE HDWE HAZEL PARK MI	17.05		
02/14	02/13	5531020DXBM43WJJ1	TONYS ACE HDWE HAZEL PARK MI	88.65		
02/14	02/13	5531020DXBM43WJMY	TONYS ACE HDWE HAZEL PARK MI	34.67		
02/14	02/13	5531020DXBM43WK3B	TONYS ACE HDWE HAZEL PARK MI	6.64		
02/15	02/14	5531020DYBM45TKD7	TONYS ACE HDWE HAZEL PARK MI	28.48		
02/15	02/14	5531020DYBM45TKQM	TONYS ACE HDWE HAZEL PARK MI	20.91		
02/15	02/14	5531020DYBM45TKS2	TONYS ACE HDWE HAZEL PARK MI	0.69		
02/16	02/15	5531020DZBM47NLW6	TONYS ACE HDWE HAZEL PARK MI	66.07		
02/22	02/21	5531020E5BM402GHB	TONYS ACE HDWE HAZEL PARK MI	32.76		
02/23	02/22	5531020E6BM41ZHAE	TONYS ACE HDWE HAZEL PARK MI	8.16		
02/23	02/22	5531020E6BM41ZHBR	TONYS ACE HDWE HAZEL PARK MI	71.43		
02/23	02/22	5531020E6BM41ZHH4	TONYS ACE HDWE HAZEL PARK MI	14.42		
02/23	02/22	5531020E6BM41ZH4R	TONYS ACE HDWE HAZEL PARK MI	18.98		
02/23	02/22	5531020E6BM41ZH5T	TONYS ACE HDWE HAZEL PARK MI	50.28		
02/23	02/22	5531020E6BM41ZH7V	TONYS ACE HDWE HAZEL PARK MI	6.64		
02/23	02/22	5531020E6BM41ZH83	TONYS ACE HDWE HAZEL PARK MI	28.66		
02/25	02/23	5531020E7BM43WJVT	TONYS ACE HDWE HAZEL PARK MI	28.08		
02/27	02/26	7230606E9S66KV9YJ	CHET S RENT ALL - WARR WARREN MI	700.00		
02/28	02/27	5531020EBBM41ZHFZ	TONYS ACE HDWE HAZEL PARK MI	27.52		
02/28	02/27	5531020EBBM41ZH8P	TONYS ACE HDWE HAZEL PARK MI	61.70		

TAMMY MCHENRY						
XXXX XXXX XXXX 9812		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
CREDIT LIMIT \$10,000.00		\$3,040.98	\$0.00	\$0.00	\$11.49 CR	\$3,029.49
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/07	02/06	5543286DM5YDQGQ11	AMAZON.COM*R26MM92T1 AMZN.COM/BILL WA	113.94		
02/08	02/07	5543286DN5YKRDZQ7	SQ *PARTY PROS DETROIT GOSQ.COM MI	300.00		

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

CARDHOLDER ACCOUNT ACTIVITY (continued)				
TAMMY MCHENRY				
XXXX XXXX XXXX 9812				
CREDIT LIMIT \$10,000.00				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/09	02/08	5550629DPN6JFYB25	J.W. PEPPER EXTON PA	78.99
02/12	02/12	5543286DV5ZWZZX1B	AMZN MKTP US*RI5HH80C0 AMZN.COM/BILL WA	172.69
02/13	02/12	5543286DV601Z67XG	AMZN MKTP US*RI5K78GY0 AMZN.COM/BILL WA	48.99
02/13	02/13	5543286DW604LDRED	AMZN MKTP US*RI5HH1VW0 AMZN.COM/BILL WA	34.58
02/13	02/13	5543286DW606ZFGGEY	AMZN MKTP US*RB6QR4BS1 AMZN.COM/BILL WA	731.53
02/14	02/14	5543286DX60FV9R8Y	AMZN MKTP US*RB75F42J1 AMZN.COM/BILL WA	293.23
02/16	02/15	0534588DY8PMT9F56	EDDIES PIZZA WARREN MI	51.00
02/18	02/16	5543286DZ614Y2VZK	AMZN MKTP US*RW6M66OF0 AMZN.COM/BILL WA	14.28
02/18	02/17	5543286E061AWX57A	AMZN MKTP US AMZN.COM/BILL WA CREDIT	11.49 CR
02/21	02/20	5543286E36283NJ81	AMZN MKTP US*RI0510HK1 AMZN.COM/BILL WA	176.95
02/22	02/21	0543684E5BLKD8SGR	SAMS CLUB #6659 MADISON HEIGH MI	272.68
02/23	02/23	5543286E662Y24H27	AMZN MKTP US*RW5ZQ5XQ2 AMZN.COM/BILL WA	79.95
02/25	02/24	5543286E763QB2K0B	AMZN MKTP US*RW0GL7842 AMZN.COM/BILL WA	84.99
02/28	02/28	5543286EB5V2GGQ65	AMZN MKTP US*RW98K1871 AMZN.COM/BILL WA	216.05
02/29	02/27	7270442EB0L8BP8NB	NATIONAL ACADEMY OF TE 248-8270931 MI	35.00
02/29	02/28	5543286EB5V5DDSGW	AMZN MKTP US*RW6LG06Q1 AMZN.COM/BILL WA	30.00
02/29	02/28	5543286EB5V6SNLQK	AMAZON.COM*RW4W16DF1 AMZN.COM/BILL WA	5.75
02/29	02/28	5543286EB5V7GHSV8	AMZN MKTP US*RZ4G03JE2 AMZN.COM/BILL WA	300.38

ACCOUNTS PAYABLE						
XXXX XXXX XXXX 0249						
CREDIT LIMIT \$250,000.00						
		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
		\$14,537.47	\$0.00	\$0.00	\$0.00	\$14,537.47
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/02	02/01	5543286DG5WZHKLAF	SUPPLYHOUSE.COM 888-757-4774 NY	1,249.74		
02/07	02/06	8514051DMS66GQETB	CLEAR RATE COMMUNICATI 248-5564500 MI	1,605.30		
02/07	02/06	2524780DM00QH2NJ	ELKAY SALES INC DOWNERS GROVE IL	684.00		
02/08	02/07	5550629DNM4FX2XW7	ECOLAB INC SAINT PAUL MN	82.50		
02/08	02/07	5550629DNM4HJFXB9	ECOLAB INC SAINT PAUL MN	165.00		
02/08	02/07	5550629DNM4JJXGEN	ECOLAB INC SAINT PAUL MN	132.00		
02/08	02/07	5550629DNM4KM84SH	ECOLAB INC SAINT PAUL MN	93.50		
02/08	02/07	5550629DNM4NEWTLS	ECOLAB INC SAINT PAUL MN	93.50		
02/08	02/07	5550629DNM4QXP5P3	ECOLAB INC SAINT PAUL MN	107.80		
02/08	02/07	5550629DNM4XA7V1Y	ECOLAB INC SAINT PAUL MN	93.50		
02/08	02/07	5550629DNM45G89EZ	ECOLAB INC SAINT PAUL MN	258.50		
02/08	02/07	5550629DNM48EMH5N	ECOLAB INC SAINT PAUL MN	159.50		
02/08	02/07	5550629DNM48R6P04	ECOLAB INC SAINT PAUL MN	93.50		
02/09	02/08	5550629DPM45G894X	ECOLAB INC SAINT PAUL MN	350.00		
02/11	02/09	5550036DR2MGBGF2X	JOE H TANNER BASEBALL SARASOTA FL	640.00		
02/11	02/09	5543687DT3TER4YVW	A AND G CENTRAL MUSIC TROY MI	67.99		
02/11	02/11	1527021DS000BS0PY	WILSON SPORTING GOODS 8013347590 IL	114.75		
02/13	02/12	0522702DV8PLVQZ9A	SPORTS ATTACK VERDI NV	4,133.20		
02/15	02/14	5270824DX2DYXYAKG	REPUBLIC SERVICES TRAS PHOENIX AZ	442.10		
02/16	02/15	0543684DY8PLR9LEW	CORRIGAN MOVING SYSTEM FARMINGTON MI	296.80		
02/16	02/15	1230202DY019TTT3L	DRI*LOGITECH STORE MINNETONKA MN	1,059.99		
02/20	02/19	5543687E33THHZLTE	A AND G CENTRAL MUSIC TROY MI	42.80		
02/29	02/27	5270715EB09FFWDF A	HOMEDEPOT.COM 800-430-3376 GA	301.40		
02/29	02/28	5543286EB5V8JH07M	PB LEASING 844-256-6444 CT	664.80		

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CARDHOLDER ACCOUNT ACTIVITY (continued)**

ACCOUNTS PAYABLE				
XXXX XXXX XXXX 0249				
CREDIT LIMIT \$250,000.00				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/29	02/28	8514051EBS66JGGJH	CLEAR RATE COMMUNICATI 248-5564500 MI	1,605.30

KENDAL SMITH						
XXXX XXXX XXXX 0770						
CREDIT LIMIT \$5,000.00						
		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
		\$236.56	\$0.00	\$0.00	\$0.00	\$236.56
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/01	01/31	5543286DF5WKAR585	APPLE.COM/BILL 866-712-7753 CA	2.99		
02/01	02/01	5543286DG5WTWVG62	APPLE.COM/BILL 866-712-7753 CA	6.34		
02/01	02/01	5543286DG5WTWN432	APPLE.COM/BILL 866-712-7753 CA	3.17		
02/14	02/14	5543286DX60EYPTV	APPLE.COM/BILL 866-712-7753 CA	1.99		
02/19	02/18	5543286E161LY31FX	APPLE.COM/BILL 866-712-7753 CA	15.87		
02/20	02/20	5543286E36243TJNM	AMZN MKTP US*RW0R67OF2 AMZN.COM/BILL WA	107.95		
02/22	02/21	5543286E462FEL3WQ	AMZN MKTP US*RW3YA43E2 AMZN.COM/BILL WA	35.99		
02/25	02/24	5543286E7638ZRQ5Z	APPLE.COM/BILL 866-712-7753 CA	12.16		
02/29	02/29	5543286EQ5VAN9QPY	AMAZON.COM*RZ7O81AM2 AMZN.COM/BILL WA	50.10		

ROCHELLE TASSIE						
XXXX XXXX XXXX 9695						
CREDIT LIMIT \$5,000.00						
		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
		\$45.06	\$0.00	\$0.00	\$0.00	\$45.06
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/28	02/27	5543286EA5SXZ65EZ	AMZN MKTP US*RZ83A6KR0 AMZN.COM/BILL WA	45.06		

BRADLEY WILKINS						
XXXX XXXX XXXX 2278						
CREDIT LIMIT \$25,000.00						
		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
		\$22,197.39	\$0.00	\$0.00	\$144.29 CR	\$22,053.10
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/01	01/31	5543286DF5WNBQ7	IN *SHELVING INC. 248-8528600 MI	105.83		
02/02	02/01	7541823DG5KFZ95R8	B&H PHOTO 800-606-6969 NEW YORK NY	1,796.25		
02/04	02/02	5548077DH61GR5V10	VOXTELESYS LLC WAHOO NE	1,757.41		
02/09	02/08	7541823DP5KYGP321	B&H PHOTO 800-606-6969 NEW YORK NY	509.00		
02/13	02/12	5542950DVLWQAMMW2	SWEETWATER SOUND 2604328176 IN	1,477.00		
02/14	02/13	7541823DW5L7H6DF7	B&H PHOTO 800-606-6969 NEW YORK NY	504.86		
02/14	02/13	7541823DW5L86MSWA	B&H PHOTO 800-606-6969 NEW YORK NY	1,844.90		
02/14	02/13	7541823DW5L88ZMGA	B&H PHOTO 800-606-6969 NEW YORK NY	389.91		
02/15	02/14	7541823DX5LA221EY	B&H PHOTO 800-606-6969 NEW YORK CREDIT	104.93 CR		
02/15	02/15	5543286DY60NPJ6GV	APPLE.COM/US 800-676-2775 CA	487.63		
02/16	02/14	5270715DY09FFH3JH	THE HOME DEPOT #2731 MADISON HEIGH MI	226.94		
02/16	02/15	5542950DYLVVYLAXA	SWEETWATER SOUND 2604328176 IN	1,045.35		
02/16	02/15	5513158DYR3S06AFS	APPLE.COM/US CUPERTINO CA	487.63		
02/18	02/16	0512348E000QAMNGX	SHOW YOUR LOGO OSWEGO IL	1,200.00		
02/18	02/17	5543286E0618Z087N	APPLE.COM/US 800-676- CREDIT	19.68 CR		
02/18	02/17	5543286E0618Z088G	APPLE.COM/US 800-676- CREDIT	19.68 CR		
02/18	02/18	5543286E161HN3EEV	APPLE.COM/US 800-676-2775 CA	818.95		
02/18	02/18	5543286E161HN3E6L	APPLE.COM/US 800-676-2775 CA	818.95		
02/18	02/18	8271116E10007BP1N	CFLOW BLISS PLAN SAN DIEGO CA	1,920.00		
02/19	02/18	5513158E1R3V4EK9Z	APPLE.COM/US CUPERTINO CA	716.95		
02/20	02/19	7541823E25LKVJ7GD	B&H PHOTO 800-606-6969 NEW YORK NY	444.96		

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CARDHOLDER ACCOUNT ACTIVITY (continued)**

**BRADLEY WILKINS**  
 XXXX XXXX XXXX 2278  
 CREDIT LIMIT \$25,000.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/21	02/20	5542950E3LXLXSVGAY	SWEETWATER SOUND 2604328176 IN	1,544.00
02/22	02/21	5542950E4RTP57MZH	MSBO 5173272584 MI	110.00
02/22	02/21	0512348E500BR7NTK	SHOW YOUR LOGO OSWEGO IL	1,142.65
02/23	02/23	5543286E662XNM7PN	APPLE.COM/US 800-676-2775 CA	487.63
02/25	02/23	0543684E72X841B8K	MICRO CENTER #055-RETA MADISON HEIGH MI	625.82
02/25	02/23	7541823E65LW0B2WY	B&H PHOTO 800-606-6969 NEW YORK NY	1,175.50
02/25	02/23	7541823E65LW0B5M3	B&H PHOTO 800-606-6969 NEW YORK NY	275.38
02/25	02/24	5543286E7637A3L6Y	APPLE.COM/US 800-676-2775 CA	283.89

**CHARLES PLEINESS**  
 XXXX XXXX XXXX 4166  
 CREDIT LIMIT \$5,000.00

PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
\$567.77	\$0.00	\$0.00	\$0.00	\$567.77

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/08	02/07	5542950DNRS4K2YL9	MI ASSOC SCH ADM 5173275910 MI	350.00
02/08	02/07	8271116DN000QW9L2	LS WOODWARD CAMERA BIRMINGHAM MI	130.00
02/28	02/27	1527021EA00HYWBL5	FACEBK UYAATXBLA2 MENLO PARK CA	77.61
02/28	02/27	1527021EA00J0H543	FACEBK VM4SZW3LA2 MENLO PARK CA	10.16

**GINA BREW**  
 XXXX XXXX XXXX 8853  
 CREDIT LIMIT \$20,000.00

PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
\$6,080.11	\$0.00	\$0.00	\$0.00	\$6,080.11

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/07	02/06	7545491DMS66DF1VG	SULLIVANS FLEET SERVIC HAZEL PARK MI	5,678.67
02/16	02/15	7545491DYS66E1BS6	SULLIVANS FLEET SERVIC HAZEL PARK MI	401.44

**THOMAS OESTRIKE**  
 XXXX XXXX XXXX 2511  
 CREDIT LIMIT \$10,000.00

PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
\$8,438.64	\$0.00	\$0.00	\$181.60 CR	\$8,257.04

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/01	01/31	8271116DG0000Q1AX	MEMBERSHIPWRESTLING LOWELL MI	20.00
02/02	02/01	5542950DGLWQJNNNTZ	DD DOORDASH DOLLARGEN 8559731040 CA	56.76
02/04	02/02	0543684DJ00AW3JFY	WALGREENS #4691 MADISON HEIGH MI	51.02
02/05	02/02	8548614DKLF4EW3BG	TOP NOTCH PRINTING HAZEL PARK MI	400.00
02/05	02/04	5543286DK5XVNX1X3	SQ *CONCESSIONS - HPS HAZEL PARK MI	160.00
02/06	02/05	5543286DL5Y28T1X8	SQ *ALLSTAR CREATIONZ GOSQ.COM MI	780.75
02/06	02/05	8271116DM0003ERT5	EAST TOURNAMENTS LOWELL MI	41.78
02/06	02/05	8271116DM00034RY9	EAST TOURNAMENTS LOWELL MI	722.90
02/06	02/06	8230509DM0007SK3F	NFHSNTWRK* 0474877667U ATLANTA GA	11.99
02/07	02/06	5542950DMMNBGMWTQ	DD DOORDASH NOODLESCO 8559731040 CA	21.15
02/07	02/06	5543286DM5YQ8PQ46	SQ *ALLSTAR CREATIONZ GOSQ.COM MI	172.50
02/07	02/06	8271116DM000AK9YN	EAST TOURNAMENTS LOWELL MI	21.14
02/07	02/06	8271116DN000283TQ	MYWAY CENTRAL LOWELL MI	62.42
02/08	02/07	5542950DNMLL8PZR	DD DOORDASH LEOSCONEY 8559731040 CA	21.12
02/08	02/08	5542950DPLRV0XZMP	DD DOORDASH TROPICALS 8559731040 CA	45.55
02/08	02/08	8230509DP0006GD8Z	DD *DOORDASH THEFLOWER SAN FRANCISCO CA	57.02
02/09	02/08	5543286DP5YYQDQJ1	SQ *ALLSTAR CREATIONZ GOSQ.COM MI	260.25
02/09	02/08	8271116DP000J94FN	EAST TOURNAMENTS LOWELL MI	21.14

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

CARDHOLDER ACCOUNT ACTIVITY (continued)					
THOMAS OESTRIKE					
XXXX XXXX XXXX 2511					
CREDIT LIMIT \$10,000.00					
Post Date	Tran Date	Reference Number	Transaction Description		Amount
02/11	02/09	5542950DRLXM87E6F	DD DOORDASH SOUTHSIDE 8559731040 CA		41.68
02/11	02/09	5531020DRLQBYL6RD	MF ATHLETIC & PERFORM WEST WARWICK RI		224.00
02/11	02/09	7270069DTS66QSFDK	SOCIAL HOUSE 103 DUNDEE MI		489.78
02/11	02/09	8271116DR000KLLLT	EAST TOURNAMENTS LOWELL MI CREDIT		140.00 CR
02/12	02/10	5270487DS12A4PG00	HAMPTON INN & SUITES DUNDEE MI		160.92
			CHECK IN:02/09/2024 NUMBER OF NIGHTS:0001		
			CHECK OUT:02/10/2024		
			DAILY RATE: 160.92		
02/12	02/10	5270487DS129KMRH6	HAMPTON INN & SUITES DUNDEE MI		149.73
			CHECK IN:02/09/2024 NUMBER OF NIGHTS:0001		
			CHECK OUT:02/10/2024		
			DAILY RATE: 149.73		
02/12	02/10	5270487DS129KMRH6	HAMPTON INN & SUITES DUNDEE MI		149.73
			CHECK IN:02/09/2024 NUMBER OF NIGHTS:0001		
			CHECK OUT:02/10/2024		
			DAILY RATE: 149.73		
02/12	02/10	5270487DS129KMRH6	HAMPTON INN & SUITES DUNDEE MI		149.73
			CHECK IN:02/09/2024 NUMBER OF NIGHTS:0001		
			CHECK OUT:02/10/2024		
			DAILY RATE: 149.73		
02/12	02/10	5270487DS129KMRH6	HAMPTON INN & SUITES DUNDEE MI		149.73
			CHECK IN:02/09/2024 NUMBER OF NIGHTS:0001		
			CHECK OUT:02/10/2024		
			DAILY RATE: 149.73		
02/12	02/10	5270487DS129KMRH6	HAMPTON INN & SUITES DUNDEE MI		149.73
			CHECK IN:02/09/2024 NUMBER OF NIGHTS:0001		
			CHECK OUT:02/10/2024		
			DAILY RATE: 149.73		
02/12	02/10	5270487DS129KMRH6	HAMPTON INN & SUITES DUNDEE MI		149.73
			CHECK IN:02/09/2024 NUMBER OF NIGHTS:0001		
			CHECK OUT:02/10/2024		
			DAILY RATE: 149.73		
02/13	02/12	5542950DVMLH5A5MS	ADOBE INC. 4085366000 CA		24.37
02/13	02/12	8271116DW0003B486	MICHIGAN YOUTH WRES STERLING HEIG MI		495.86
02/13	02/12	8271116DW0003DZ1P	MICHIGAN YOUTH WRES STERLING HEIG MI		31.46
02/13	02/12	8271116DW0003FE9J	MEMBERSHIPWRESTLING LOWELL MI		20.00
02/13	02/12	8271116DW0003FZT1	MEMBERSHIPWRESTLING LOWELL MI		10.00
02/13	02/12	8271116DW0003N05K	MICHIGAN YOUTH WRES STERLING HEIG MI		77.90
02/14	02/13	8271116DW000H5N8V	MYWAY FAR NORTH LOWELL MI		15.98
02/14	02/13	8271116DX000029BE	MICHIGAN YOUTH WRES STERLING HEIG MI		31.46
02/15	02/14	8271116DY0003H5K4	MYWAY NORTH TOURN LOWELL MI		15.98
02/18	02/17	5542950E0LRD3X0HR	DD DOORDASH CRUMBLCOO 8559731040 CA		25.71
02/18	02/17	5542950E0MLQ05JLA	DD DOORDASH DOLLARGEN 8559731040 CA		78.46
02/18	02/17	5543286E061DYE2GG	SQ *CONCESSIONS - HPS HAZEL PARK MI		7.50
02/18	02/17	5543286E061D64WVG	SQ *CONCESSIONS - HPS HAZEL PARK MI		5.00
02/18	02/17	0531461E08PLL4HQ8	JIMMY JOHNS - 2213 HAZEL PARK MI		96.08
02/20	02/19	1230202E201RLEK4D	CANVA* 04066-48591045 KENT DE		7.49

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CARDHOLDER ACCOUNT ACTIVITY (continued)**

**THOMAS OESTRIKE**  
 XXXX XXXX XXXX 2511  
 CREDIT LIMIT \$10,000.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/20	02/19	8271116E30002LKHK	MICHIGAN YOUTH WRES STERLING HEIG MI	908.66
02/20	02/19	8271116E30002V14E	MICHIGAN YOUTH WRES STERLING HEIG MI	41.78
02/20	02/20	8271116E30004ZK7A	MEMBERSHIPWRESTLING LOWELL MI	20.00
02/21	02/20	8271116E40001AHM0	MICHIGAN YOUTH WRES STERLING HEIG MI	21.14
02/22	02/21	5543286E462HQRHW6	SQ *ALLSTAR CREATIONZ GOSQ.COM MI	562.50
02/23	02/22	8271116E5000JJ93Z	MYWAY NORTHEAST LOWELL MI	21.14
02/23	02/22	8271116E500098SFN	MICHIGAN YOUTH WRES STERLING HEIG MI	41.78
02/23	02/22	8271116E500099PGW	MEMBERSHIPWRESTLING LOWELL MI	20.00
02/23	02/22	8271116E500099ZL9	MEMBERSHIPWRESTLING LOWELL MI	20.00
02/27	02/26	8271116EA0001GR4T	MICHIGAN YOUTH WRES STERLING HEIG MI	867.38
02/27	02/26	8271116EA0001KF5Z	MICHIGAN YOUTH WRES STERLING HEIG MI	62.42
02/27	02/26	8271116EA0001M6G1	MYWAY NORTHEAST LOWELL MI	21.14
02/27	02/26	8271116EA0001N4LA	EAST TOURNAMENTS LOWELL MI	21.14
02/27	02/26	8271116EA0001SNKW	EAST TOURNAMENTS LOWELL MI	41.78
02/27	02/26	8271116EA00035SFX	MICHIGAN YOUTH WRES STERLING HEIG MI	21.14
02/28	02/27	8271116EB00007P1F	MICHIGAN YOUTH WRES STERLING HEIG MI	21.14
02/28	02/27	8271116EB000151JG	MEMBERSHIPWRESTLING LOWELL MI	20.00
02/28	02/27	8271116EB00016305	MEMBERSHIPWRESTLING LOWELL MI	20.00
02/29	02/28	8271116EQ0004K7TB	MICHIGAN YOUTH WRES STERLING HEIG CREDIT	41.60 CR

**LINDA YATES**  
 XXXX XXXX XXXX 0268  
 CREDIT LIMIT \$10,000.00

	PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
	\$4,121.19	\$0.00	\$0.00	\$0.00	\$4,121.19

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/11	02/09	5542950DRLR3SB5LW	IC* INSTACART 8882467822 CA	16.30
02/11	02/09	2524780DT00LM03G4	EMU WEB PURCHASE YPSILANTI MI	427.45
02/11	02/10	5543286DT5ZAS2PJS	PANERA BREAD #600694 O 248-616-0116 MI	496.42
02/13	02/09	5544641DVHSD29HJN	THE CONTINENTAL PRESS ELIZABETHTOWN PA	185.81
02/13	02/12	5265384DVLX9R0VP1	APPLY EBP, LLC 5512228870 NY	798.00
02/14	02/13	5542950DWLYQGWD15	EB EPOXY CHARCUTERIE 8014137200 CA	200.00
02/14	02/13	2524780DW00WRLHR5	COLLEGE FOR CREATIVE S DETROIT MI	20.00
02/14	02/13	2524770DX10GJL0QG	IMAGINE LEARNING LLC SCOTTSDALE AZ	198.00
02/15	02/13	8550499DXS66DB1SZ	ISTE 800-3365191 VA	245.00
02/15	02/14	2524780DX00Z0YYN0	EMU WEB PURCHASE YPSILANTI MI	350.00
02/16	02/15	8230509DY000DXQWK	SENR WOOLY SKOKIE IL	150.00
02/16	02/15	8271116DY000HATR4	GARBANZO LLC CHARLOTTE VT	299.00
02/22	02/21	8270507E4S66F8PZD	WAYNE RESA 734-3341450 MI	35.00
02/25	02/25	5543286E863G746YG	DBC*BLICK ART MATERIAL 800-447-1892 IL	700.21

**KIMBERLY HART**  
 XXXX XXXX XXXX 7865  
 CREDIT LIMIT \$5,000.00

	PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY
	\$300.00	\$0.00	\$25.00	\$0.00	\$325.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/12	02/12	F128600DV000AFDF+	ANNUAL PROGRAM FEE	25.00
02/14	02/13	5542950DWRSBRJPQ4	CADCA ALEXANDRIA VA 7037060560 VA	300.00

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CARDHOLDER ACCOUNT ACTIVITY (continued)**

<b>CARLA BEACH</b>						
XXXX XXXX XXXX 1145		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
<b>CREDIT LIMIT</b> \$5,000.00		\$127.51	\$0.00	\$0.00	\$0.00	\$127.51
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>			<b>Amount</b>
02/04	02/02	0541019DH2LZKT8YJ	TARGET 00002824 MADISON HEIGH MI			68.96
02/04	02/02	5543286DJ5XEM681S	PARTY CITY 4110 MADISON HEIGH MI			58.55

<b>JOAN RYBINSKI</b>						
XXXX XXXX XXXX 4803		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
<b>CREDIT LIMIT</b> \$5,000.00		\$79.69	\$0.00	\$0.00	\$0.00	\$79.69
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>			<b>Amount</b>
02/14	02/13	0543684DW8PM95BP5	KROGER #447 HAZEL PARK MI			61.35
02/18	02/16	0543684DZ8PM50RHE	KROGER #447 HAZEL PARK MI			18.34

<b>HEIDI KUNZ</b>						
XXXX XXXX XXXX 7221		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
<b>CREDIT LIMIT</b> \$5,000.00		\$1,083.47	\$0.00	\$0.00	\$43.96 CR	\$1,039.51
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>			<b>Amount</b>
02/02	02/01	0543684DHBLKQ5DBH	SAMS CLUB #6659 MADISON HEIGH MI			166.34
02/04	02/03	0543684DK009SVV16	DOLLAR TREE CLAWSON MI			13.75
02/05	02/03	0543684DK5S93XJ3E	GFS STORE #1907 ROYAL OAK MI			75.45
02/05	02/05	5543286DL5XYK26N8	AMZN MKTP US*R288I0I02 AMZN.COM/BILL WA			58.94
02/05	02/05	5543286DL5XYL3SZY	AMZN MKTP US*R214O0I42 AMZN.COM/BILL WA			78.50
02/11	02/10	5543286DT5ZB2SFWB	AMZN MKTP US AMZN.COM/BILL WA CREDIT			27.07 CR
02/11	02/10	5543286DT5ZQ8VAWK	AMZN MKTP US*RB2V43321 AMZN.COM/BILL WA			39.45
02/11	02/11	5543286DS5ZN3YXY5	AMZN MKTP US*RI3UU8J50 AMZN.COM/BILL WA			66.34
02/14	02/13	5543286DW60BMED6X	AMZN MKTP US AMZN.COM/BILL WA CREDIT			16.89 CR
02/16	02/15	0541601DY43AABPHN	SAMSCLUB #6659 MADISON HEIGH MI			130.44
02/22	02/21	0543684E48PLK2YL7	KROGER #743 ROYAL OAK MI			12.45
02/22	02/21	0543684E5BLKD8WNJ	SAMS CLUB #6659 MADISON HEIGH MI			125.78
02/25	02/22	0230537E62X94LTKM	MENARDS WARREN MI WARREN MI			112.58
02/25	02/22	0230537E65SAT7TG1	HOBBY-LOBBY #963 TROY MI			156.30
02/28	02/28	5543286EB5V33HMD8	AMZN MKTP US*RZ1K74UD0 AMZN.COM/BILL WA			47.15

<b>KRISTY CALES</b>						
XXXX XXXX XXXX 1852		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
<b>CREDIT LIMIT</b> \$5,000.00		\$690.00	\$0.00	\$0.00	\$0.00	\$690.00
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>			<b>Amount</b>
02/22	02/21	5542950E4RTP55XMZ	MSBO 5173272584 MI			570.00
02/28	02/27	5543687EBJLK40HF5	MDE EDUCATOR LICENSE LANSING MI			45.00
02/29	02/28	0534588EB8PMJDTRY	A 1 FINGERPRINT OAK PARK MI			75.00

<b>KRISTINA HERRON</b>						
XXXX XXXX XXXX 2144		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
<b>CREDIT LIMIT</b> \$10,000.00		\$8,865.00	\$0.00	\$0.00	\$0.00	\$8,865.00
<b>Post Date</b>	<b>Tran Date</b>	<b>Reference Number</b>	<b>Transaction Description</b>			<b>Amount</b>
02/01	01/31	5543286DF5WLPD894	SQ *ALLSTAR CREATIONZ GOSQ.COM MI			87.00
02/01	01/31	5543286DF5WMAYS21	SQ *ALLSTAR CREATIONZ GOSQ.COM MI			75.00
02/04	02/03	0531461DJEHXJ46B2	NICKS PIZZA - 9 MILE R FERNDALE MI			110.94
02/05	02/03	0531461DK2XB4X23S	JIMMY JOHNS - 0310 - E FRASER MI			270.58
02/06	02/05	0543684DL8PLD4SX4	KROGER #447 HAZEL PARK MI			21.18

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CARDHOLDER ACCOUNT ACTIVITY (continued)**

KRISTINA HERRON				
XXXX XXXX XXXX 2144				
CREDIT LIMIT \$10,000.00				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
02/08	02/06	8519116DNS66K836P	STANTON S SHEET MUSIC COLUMBUS OH	62.37
02/08	02/07	5550036DN0D17KJV7	WEISSMAN'S THEATRICAL SAINT LOUIS MO	242.02
02/08	02/07	5550629DNN5YVFDR9	J.W. PEPPER EXTON PA	10.00
02/08	02/07	0531461DPEHVGHZSA	JIMMY JOHNS - 2213 - E HAZEL PARK MI	234.05
02/08	02/07	0531461DPEHVGHWX	JIMMY JOHNS - 2213 - E HAZEL PARK MI	146.26
02/08	02/07	7512995DNS66FVB8D	PREMIER LANES NEW BALTIMORE MI	170.00
02/11	02/10	0531461DS00B55GRW	JIMMY JOHNS - 3269 - M DUNDEE MI	197.85
02/15	02/14	0531461DYEHSX6FR0	JIMMY JOHNS - 2213 - E HAZEL PARK MI	242.58
02/15	02/14	8230509DX000D8WY7	ALLSTARCRE* HAZEL PARK WARREN MI	252.00
02/16	02/14	8548614DYLF4EW4QZ	TOP NOTCH PRINTING HAZEL PARK MI	200.00
02/19	02/18	8230509E20004QRS7	DD *DOORDASH BUDDYSPIZ SAN FRANCISCO CA	129.35
02/22	02/21	5531020E420EHNAYS	BSN SPORTS LLC FARMERS BRANC TX	2,911.95
02/22	02/21	5531020E420EHNBP8	BSN SPORTS LLC FARMERS BRANC TX	775.22
02/23	02/22	0541601E543A8M20L	WAL-MART #4424 WARREN MI	203.30
02/23	02/22	8517748E5WGRNLY33	GBRAND LLC STERLING HEIG MI	1,231.88
02/23	02/22	5543286E562T6NF4T	SQ *ALLSTAR CREATIONZ GOSQ.COM MI	495.00
02/23	02/22	5550080E6BM98339E	RICHFIELD BOWL FLINT MI	280.80
02/28	02/27	5550036EA0D17LLLX	WEISSMAN'S THEATRICAL SAINT LOUIS MO	324.50
02/29	02/28	5531020EB5S8LN6QX	SOCCERPRO.COM WEST COLUMBIA MO	191.17

DANIEL WROBBEL							
XXXX XXXX XXXX 7356							
CREDIT LIMIT \$20,000.00							
		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY	
		\$298.27	\$0.00	\$0.00	\$0.00	\$298.27	
Post Date	Tran Date	Reference Number	Transaction Description	Amount			
02/14	02/12	0265390DW8PNXQTG0	THE WEBSTAUANT STORE LANCASTER PA	223.27			
02/18	02/16	0534588DZ8PN4B27S	A 1 FINGERPRINT OAK PARK MI	75.00			

KEVIN D KNOBLOCK							
XXXX XXXX XXXX 5663							
CREDIT LIMIT \$5,000.00							
		PURCHASES	CASH ADV	FEES CHARGED	CREDITS	TOTAL ACTIVITY	
		\$1,604.16	\$0.00	\$0.00	\$0.00	\$1,604.16	
Post Date	Tran Date	Reference Number	Transaction Description	Amount			
02/18	02/16	5543687E0JLFW1TDW	GVSU WEB PAYMENTS ALLENDALE MI	210.00			
02/18	02/16	5265384E0LDT7FLDG	VAL *CHERRY TREE INN & TRAVERSE CITY MI	348.54			
			CHECK IN:08/11/2024 NUMBER OF NIGHTS:0003				
			CHECK OUT:08/14/2024				
			DAILY RATE: 299.00				
02/18	02/16	5265384E0LDT7FLF1	VAL *CHERRY TREE INN & TRAVERSE CITY MI	348.54			
			CHECK IN:08/11/2024 NUMBER OF NIGHTS:0003				
			CHECK OUT:08/14/2024				
			DAILY RATE: 299.00				
02/18	02/16	5265384E0LDT7FLZ2	VAL *CHERRY TREE INN & TRAVERSE CITY MI	348.54			
			CHECK IN:08/11/2024 NUMBER OF NIGHTS:0003				
			CHECK OUT:08/14/2024				
			DAILY RATE: 299.00				
02/18	02/16	5265384E0LDT7FM13	VAL *CHERRY TREE INN & TRAVERSE CITY MI	348.54			
			CHECK IN:08/11/2024 NUMBER OF NIGHTS:0003				
			CHECK OUT:08/14/2024				

Corporate Account Name: HAZEL PARK SCHOOLS

Corporate Account Number: XXXX XXXX XXXX 5846

**CARDHOLDER ACCOUNT ACTIVITY (continued)**

<b>KEVIN D KNOBLOCK</b>				
XXXX XXXX XXXX 5663				
CREDIT LIMIT \$5,000.00				
Post Date	Tran Date	Reference Number	Transaction Description	Amount
DAILY RATE: 299.00				

<b>JULIA KENNEDY</b>						
XXXX XXXX XXXX 3617						
CREDIT LIMIT \$5,000.00						
		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
		\$50.74	\$0.00	\$0.00	\$0.00	\$50.74
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/23	02/23	5531020E62DKHJEJ4	AMZN MKTP US*RW5U01X22 SEATTLE WA	50.74		

<b>RYANN VOSS</b>						
XXXX XXXX XXXX 5452						
CREDIT LIMIT \$25,000.00						
		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
		\$19,361.30	\$0.00	\$0.00	\$0.00	\$19,361.30
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/04	02/02	0230537DJ00JDJG33	BJS.COM #5490 WESTBOROUGH MA	127.68		
02/04	02/04	5543286DK5XMEWTV3	PANERA BREAD #600694 O 248-616-0116 MI	750.89		
02/05	02/03	5542135DKJ8225SZL	LITTLE CAESARS ARENA DETROIT MI	1,292.00		
02/06	02/04	0543684DL5SA1GYRV	LITTLE CAESARS #174 248-5455631 MI	51.93		
02/08	02/06	5542135DNJ836L7VV	LITTLE CAESARS ARENA DETROIT MI	1,330.00		
02/14	02/13	5544641DXLQPWZLLT	SCHOOL OUTFITTERS LLC CINCINNATI OH	12,279.40		
02/20	02/19	8271116E2000QFZB2	AMERICAN PAPER OPTICS BARTLETT TN	1,939.91		
02/23	02/22	5543286E562T7RDVS	SQ *SQUARE HARDWARE GOSQ.COM MI	397.68		
02/23	02/22	5543286E562VK06W2	IN *TAYLOR BROTHERS DO 989-2935069 MI	1,191.81		

<b>RAMONA SOULEYRETTE</b>						
XXXX XXXX XXXX 6440						
CREDIT LIMIT \$5,000.00						
		<b>PURCHASES</b>	<b>CASH ADV</b>	<b>FEES CHARGED</b>	<b>CREDITS</b>	<b>TOTAL ACTIVITY</b>
		\$3,919.29	\$0.00	\$0.00	\$0.00	\$3,919.29
Post Date	Tran Date	Reference Number	Transaction Description	Amount		
02/01	01/31	5526352DGRBGHG6A7	FAMILY DOLLAR #3742 HAZEL PARK MI	42.61		
02/04	02/03	5548077DJLQAGTTZP	LAKESHORE LEARNING MAT CARSON CA	194.23		
02/07	02/07	5543286DN5YH3M37E	AWL*PEARSON EDUCATION PRSONCS.COM NJ	1,048.95		
02/15	02/14	8230009DX00032XFT	SP MHS: MULTI HEALTH TORONTO ON	237.50		
02/20	02/19	5543286E2620W3VTZ	IN *ASSOCIATION OF ADM 517-4107065 MI	2,396.00		



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Hazel Park Board of Education  
From: Dr. Amy Kruppe, Superintendent  
Subject: Personnel Recommendations Report  
Date: April 15, 2024

Please see the personnel actions as indicated on the *Hazel Park Board of Education Personnel Recommendations* report for the April 15, 2024 Board of Education regular meeting. The packet also includes supporting documentation.

**Goal Statement - Resources**

The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Recommendation**

That the Board of Education approve the Personnel Recommendations as presented.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

\_\_\_\_\_  
Amy Y. Kruppe, Ed.D.  
Superintendent







Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Amy Kruppe, Superintendent  
From: Jason Zirniss, Assistant Superintendent of Business and Operations  
Subject: Assistant Superintendent Training Stipend  
Date: April 15, 2024

We have extended an offer to a past employee to replace the Director of Business. Crystal Mubarak previously the Districts payroll specialist has accepted the position. Ms Mubarak has been working with the Michigan Court System performing payroll and other duties assigned while completing her Masters. There will be a transition period where a lot of learning will take place to bring her up to speed on the new systems, general ledger accounting, grants accounting and management, reconciliations and the new software. I have the utmost confidence that Mrs. Mubarak will rise to the challenge. Due to the inexperience at the position we have made an offer of \$87,000 with goals over the next three years that through internal experience, mentoring as well as external education will bring her experience and knowledge up to that of the Director of Business.

In the meantime there is a significant amount of work to be undertaken at the position since the departure of the previous Business Director, we reviewed the current contracted rates for external help, those rates were between \$125 to \$150 an hour. With any contracted person there is a significant amount of time that needs to be spent with them understanding the District and teaching them our systems. The past month I have been working to maintain the Business Office functions which have taken up most of my free time outside of work.

I am recommending that in Lieu of a contractor, I be provided a stipend for \$1,000 a week (effective Feb 12, 2024) to undertake the additional work of the Business Director in the interim, updating and reviewing our current systems and training Ms Mubarak. As Ms Mubarak gains in proficiency the stipend will be evaluated by the Superintendent on June 30, 2024. The costs of the stipend would roughly equate to less than 10 hours a week of a contractor. The amount of work a contractor would be able to do in 10 hours is nominal given that the first few months I will still have to review and direct any work done. If possible, I would rather work with Ms Mubarak and my staff to refine systems and the accounting procedures and work the additional time as opposed to rely on outside parties.





**Goal Statement – Resource:** The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Funding Source: General Fund**

**Recommendation**

That the Board of Education approve the Stipend to the Assistant Superintendent of Business and Operations, as presented.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

---

Amy Y. Kruppe, Ed.D.  
Superintendent



To: Dr. Amy Kruppe, Superintendent  
From: Kristy Cales, Director of Human Resources  
Subject: Central Office and Support Staff Pay Increase  
Date: April 9, 2024

We are seeking the approval for a 5% increase in pay for the following Central Office Administration and support staff for the 2024-2025 school year. The increase would be effective July 1, 2024.

Name	Position	2023/2024 Pay		2024/2025 Pay
Jason Zirnig	Assistant Superintendent of Business and Operations	152,794.72	7,639.74	160,434.46
Dr. Stephanie Dulmage	Assistant Superintendent of Teaching and Learning	140,400.00	7,020.00	147,420.00
Dr. Megan Papasian-Broadwell	Executive Director of Student Services	135,200.00	6,760.00	141,960.00
Julia Kennedy	Supervisor of Student Services	105,000.00	5,250.00	110,250.00
Kevin Knoblock	Supervisor of Student Services	105,000.00	5,250.00	110,250.00
Dr. Carla Postell	Executive Director of Teaching, Learning and Equity	131,997.59	6,599.88	138,597.47
Kristy Cales	Director of Human Resources	124,800.00	6,240.00	131,040.00
Bradley Wilkins	Director of Technology	102,129.04	5,106.45	107,235.49
Charles Pleiness	Director of Communications	80,000.00	4,000.00	84,000.00
James Paterson	District Counsel	120,000.00	6,000.00	126,000.00
Karla Graessley	Community Schools Director	119,902.00	5,995.10	125,897.10
Gregory Richardson	Supervisor of Maintenance and Custodial	80,000.00	4,000.00	84,000.00
Thomas Oestrike*	Athletic Director	89,980.00	2,699.40	92,679.40
Gina Brew	Supervisor of Transportation	64,519.52	3,225.98	67,745.50
Jamie Buczko	Administrative Assistant to Superintendent	65,343.20	3,267.16	68,610.36
Nancy Anderson	Administrative Assistant to the Superintendent for HR	50,000.00	2,500.00	52,250.00
Linda Yates	Administrative Assistant to the Assistant Superintendent of Teaching and Learning	50,000.00	2,500.00	52,250.00





Ryann Voss	Administrative Assistant to the Assistant Superintendent of Business and Operations	50,000.00	2,500.00	52,250.00
Julie Drew	Payroll Specialist	64,030.72	3,201.54	67,232.26
Elizabeth Allen	Accounts Payables Specialist	53,352.00	2,667.60	56,019.60

**\*Received 3%**

**Strategic Goal Alignment -**

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Funding Source: General Fund, Grants**

**Recommendation**

That the Board of Education approve pay increases for the central office administrative and support staff for the 2024-2025 school year.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

\_\_\_\_\_  
Amy Y. Kruppe, Ed.D.  
Superintendent





Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Hazel Park Board of Education  
From: Dr. Amy Kruppe, Superintendent  
Date: April 15, 2024  
Subject: 2024/25 Handbooks

Please find attached some of the handbooks for the 2024-2025 school year. This handbook may continue to be updated as forms and other changes may occur. These handbooks give Hazel Park a baseline to move forward and share information with staff and parents when they come to the district.

We are pleased to share this with you moving forward.

Goal Statement / Strategic Plan Alignment:

**School Climate and Culture:** The Hazel Park School District will provide a unified system of support for all students, embracing diversity and fostering a positive school climate and culture.

**Resources:** The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities and integrating state of the art technology.

**Recommendation**  
That the Board of Education approve the handbooks for the 2024/25 school year, as presented.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

\_\_\_\_\_  
Amy Y. Kruppe, Ed.D.  
Superintendent





**HAZEL PARK**  
**SCHOOLS**



Hazel Park Schools  
Health Services Handbook  
2024-2025

**TODAY'S LEARNERS, TOMORROW'S LEADERS**



## Philosophy of School Health

*The Hazel Park School Health Services Programs mission is to foster growth, development and educational achievement of all students by promoting health and wellness, in a safe and supportive setting.*

We believe:

- All students have the ability to learn. Every child is entitled to a level of health which permits maximum learning.
- School nurses support the social, emotional, physical, and academic needs of each child in a caring, healthy, and safe environment.
- Parents hold responsibility for the health of their children; the school health program exists to assist parents in carrying out their responsibilities.

### Hazel Park School Nurses

Nurse Line: (248) 658-5233

Fax Number : (248) 284-7812

Shawn Johnson, RN, BSN

[shawn.johnson@myhpsd.org](mailto:shawn.johnson@myhpsd.org)

Jasmine Stepp, RN, BSN

[jasmine.stepp@myhpsd.org](mailto:jasmine.stepp@myhpsd.org)

This health services handbook is a summary of the health services program and is **not** a comprehensive statement of school health procedures. The Board of Education's comprehensive policy manual is available for public inspection through the District's website [www.hazelparkschools.org](http://www.hazelparkschools.org) or at the Board office, located at:

**Hazel Park Schools**  
1620 E. Elza  
Hazel Park, MI 48030

### **Board of Education**

The **School Board** governs the school district, and is elected by the community. Current School Board members/Trustees are:

- Mr. Rick Nagy Board President
- Mrs. Melissa Baldwin Board Vice President
- Board Secretary
- Mrs. Monica Rattee Board Treasurer
- Mrs. Beverly Hinton Board Trustee
- Mrs. Heidi Fortress Board Trustee
- Mrs. Debbie Laframboise Board Trustee

### **Administration**

The School Board has hired the following **administrative staff** to operate the school:

- Dr. Amy Kruppe Superintendent
- Jason Zirnig Assistant Superintendent of Business & Operations
- Dr. Carla Postell Executive Director of Teaching, Learning & Equity
- Dr. Stephanie Dulmage Assistant Superintendent of Teaching and Learning
- Dr. Megan Papasian-Broadwell Executive Director of Student Services
- Bradley Wilkins Director of Information Technology
- Kristy Cales Director of Human Resources
- Director of Business
- Chuck Pleiness Director of Communications

**Hazel Park Schools location & administrator contact information:**

**Edison School**

1650 Mapledale  
Ferndale, MI 48220  
Phone: (248) 658-5400  
Fax: (248) 544-5264

**Principal: Dr. Michelle Krause - [Email](#)**

**Hazel Park Advantage Alternative School**

1620 E. Elza Ave.  
Hazel Park, MI 48030  
Phone: (248) 658-5280  
Fax: (248) 544-5391

**Principal: Kendal Smith - [Email](#)**

**Hazel Park High School**

23400 Hughes  
Hazel Park, MI 48030  
Phone: (248) 658-5100  
Fax: (248) 544-5389

**Principal: Tammy McHenry - [Email](#)**  
**Asst. Principal: George Dimas - [Email](#)**  
**Asst. Principal: Corrie Chansler - [Email](#)**

**Hazel Park Junior High**

22770 Highland Ave.  
Hazel Park, MI 48030  
Phone: (248) 658-2300  
Fax: (248) 586-5875

**Principal: John Barnett - [Email](#)**  
**Asst. Principal: Carla Beach - [Email](#)**

**Hoover Elementary**

23720 Hoover Ave.  
Hazel Park, MI 48030  
Phone: (248) 658-5300  
Fax: (248) 658-1131

**Principal: Debra Dimas - [Email](#)**

**Jardon Vocational School**

2200 Woodward Heights Ave.  
Ferndale, MI 48220  
Phone: (248) 658-5950  
Fax: (248) 544-5292

**Supervisor: Heidi Kunz - [Email](#)**

**United Oaks Elementary**

1001 E. Harry Ave.  
Hazel Park, MI 48030  
Phone: (248) 658-2400  
Fax: (248) 542-3530

**Principal: Karla Graessley - [Email](#)**

**Webb Elementary Schools**

2100 Woodward Heights Ave.  
Ferndale, MI 48220  
Phone: (248) 658-5900  
Fax: (248) 586-5848

**Principal: Corri Nastasi - [Email](#)**

**Webster Early Childhood Center**

431 W. Jarvis Ave.  
Hazel Park, MI 48030  
Phone: (248) 658-5550

**Supervisor: Sheila O’Kane - [Email](#)**

**HAZEL PARK SCHOOLS**  
**HEALTH SERVICES HANDBOOK**

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## **Health Services Program**

It is the policy of the District to provide a safe and nurturing environment for all of its students. The Health Services Program provides students with medical assistance when needed and training for unlicensed individuals to provide medical care with supervision by a Registered Nurse.

In order for school personnel to provide medical care, such as medication administration, to a student, the district must have a written authorization from both the parent/guardian and the student's healthcare provider. The written forms required will vary based on the student's medical condition or need. If you have any questions regarding the paperwork required, please reach out to the district nurses.

## **Health Services Website**

The Hazel Park Schools Health Services website is located at:

<https://www.hazelparkschools.org/departments/health-services/>.

At this website, contact information for our district nurses, information regarding our on-campus medical facility through Ascension, and other important medical information for students is available. You will also find the following blank medical forms:

- Asthma Action Plan
- Allergy Action Plan
- Diabetes Medical Management Plan
- Seizure Action Plan
- Special Dietary Accommodations Form
- Medication Authorization Form

## **Parental/Guardian Responsibilities**

In order to assist school personnel in providing the best possible care for students, parents/guardians should:

- Keep contact and emergency contact information for their students up to date.
- Communicate your student's health related information to their student's school in a timely manner. This information includes, but is not limited to: past and current medical history, any known allergies, medication received at home or to be received at school, and health care provider contact information.
- Assist in obtaining written medical plans from your student's health care provider on an annual basis or when necessary.
- In the absence of a written medical plan signed by a health care provider and parent/guardian, the parent is responsible for providing care or administering medication to their student while at school.

- Provide school with items necessary to care for your student’s medical condition(s) (medications, snacks, etc.).

The parent/guardian will be responsible for payment of any charges for emergency treatment or transportation.

## **Health Requirements for School Enrollment**

### **Immunizations**


(Act 368 of Michigan Public Health Code)

Since 1978, Michigan law has required that each student have an up-to-date certificate of immunization at the time of registration (or no later than the first day of school) for entry into kindergarten and 7th grade, and for enrollment into a new school district, grades 1-12. Any student who fails to meet the below mentioned immunization requirements shall not be admitted or participate in school classes.

For a student to attend school in Michigan, the Michigan Public Health Code requires a parent/guardian to have ONE of the following on file with the school:

1. A valid, up-to-date immunization record. If a student has received at least one dose of a required immunization and is not yet due for the next dose, they may attend.
2. A medical doctor’s (MD/DO) signed State of Michigan 2023 Medical Contraindication Form, which states the medical contraindication(s), the vaccines involved, and the time during which the student is not able to get the vaccines.
3. A current, certified State of Michigan Nonmedical Immunization Waiver. Parents/guardians who wish to claim a nonmedical immunization waiver for their students must attend an educational session on immunizations with the local county health department. Upon completion of the education session, parents/guardians will need to obtain a certified nonmedical immunization waiver form from the local county health department.

Immunizations currently required in the state of Michigan (per MDHHS) for school aged children include the following:

	All Kindergarteners and 4-6 year old transfer students	All 7th Graders and 7-18 year old transfer students
<b>Diphtheria, Tetanus, Pertussis (DTP, DTaP, Tdap)</b>	4 doses DTP or DTaP 1 dose must be at or after 4 years of age	4 doses diphtheria and tetanus or 3 doses if 1st dose given at or after 1 year of age 1 dose Tdap at 11 years of age or older upon entry into 7th grade or higher
<b>Polio</b>	4 doses 3 doses if dose 3 was given at or after 4 years of age	
<b>Measles, Mumps, Rubella (MMR)*</b>	2 doses at or after 12 months of age	
<b>Hepatitis B*</b>	3 doses	
<b>Meningococcal Conjugate (MenACWY)</b>	None	1 dose at 11 years of age or older upon entry into 7th grade or higher
<b>Varicella (Chickenpox)*</b>	2 doses at or after 12 months of age or Current lab immunity or History of varicella disease	

During disease outbreaks, incompletely vaccinated students may be excluded from school. Parents and guardians choosing to decline vaccines must obtain a certified non-medical waiver from a local health department. Read more about waivers at [www.Michigan.gov/Immunize](http://www.Michigan.gov/Immunize).  
\*If the child has not received these vaccines, documented immunity is required.  
All doses of vaccines must be valid (correct spacing and ages) for school entry purposes.




Updated December 11, 2019

# PARENTS VACCINES REQUIRED FOR CHILD CARE AND PRESCHOOL IN MICHIGAN



Whenever infants and children are brought into group settings, there is a chance for diseases to spread. Children must follow state vaccine laws in order to attend child care and preschool. These laws are the minimum standard for preventing disease outbreaks in group settings. The best way to protect your child from other serious diseases is to follow the recommended vaccination schedule at [www.cdc.gov/vaccines](http://www.cdc.gov/vaccines). Talk to your health care provider to make sure your child is fully protected.

	2-3 months	4-5 months	6-15 months	16-18 months	19 months–4 years	5 years
Diphtheria, Tetanus, Pertussis (DTaP)	1 dose DTaP	2 doses DTaP	3 doses DTaP		4 doses DTaP	
Pneumococcal Conjugate (PCV13)	1 dose	2 doses	3 doses or Age-appropriate complete series	4 doses or Age-appropriate complete series		None
H. Influenzae type b (Hib)	1 dose	2 doses		1 dose at or after 15 months or Age-appropriate complete series		None
Polio	1 dose	2 doses			3 doses	
Measles, Mumps, Rubella (MMR)*	None			1 dose at or after 12 months		
Hepatitis B*	1 dose	2 doses			3 doses	
Varicella (Chickenpox)*	None			1 dose at or after 12 months or Current lab immunity or History of varicella disease		

These rules apply to children who are the above ages upon entry into child care or preschool. During disease outbreaks, incompletely vaccinated children may be excluded from child care and preschool. Parents and guardians choosing to decline vaccines must obtain a certified non-medical waiver from a local health department. Read more about waivers at [www.michigan.gov/immunize](http://www.michigan.gov/immunize).

\*If the child has not received these vaccines, documented immunity is required. All doses of vaccines must be valid (correct spacing and ages) for child care and preschool entry purposes.

Updated March 1, 2017

## Immunization Reporting Requirements

The district is required to report immunization status of its students (unless the parent/guardian has opted out) to the local health department and state twice annually.

## Hearing, Vision & Dental Screenings

(Oakland County Health Division)

**Hearing and Vision Screening:** Michigan Public Health Code, (Act 368 of 1978), requires hearing and vision screening for kindergarten entrance. Hearing and vision screenings done in preschool by a health department technician, physician or eye doctor fulfills this requirement. Local health departments often offer free hearing and vision screening for children.

**Kindergarten Dental Screening:** Michigan law requires students have a dental screening before or shortly after their first school year begins. Finding and treating dental problems early helps children be well-rested, able to eat, and ready to learn. Schedule an appointment with your child’s dentist or the local health department for a screening.

All students will undergo hearing screenings in second and fourth grade. All students will undergo vision screenings at least once in first, third, fifth, seventh, and ninth grade (or in

conjunction with driver's training). These services are provided through the district in conjunction with the local health department.

### **Hearing and Vision Reporting Requirements**

The district is required to report hearing, vision and dental screenings (unless the parent/guardian has opted out) to the local health department and state twice annually.

## **Student Health Records and Documentation**

Trained school personnel are responsible for documentation of all medically related care provided during school hours. Per district policy, a record of medication administration shall be kept in the school office and filed in the student's permanent record at the end of each school year.

The individual student log and all documentation shall be retained for three years after the pupil graduates or otherwise leaves the district, or until the student's 19th birthday, whichever is later. The medication administration log will include the student's name and the name and dosage of the medication. The individual giving the medication will record the date and time of administration of the medication. The log will be signed and witnessed by a second adult, unless medication was administered by a Registered Nurse.

School health records are considered to be part of the student's educational record under Family Educational Rights & Privacy Act (FERPA) 20 USC § 1232g. Health information that will further a student's academic achievement and/or maintain a safe and orderly teaching environment may be accessed by school staff who have a specific and legitimate educational interest in the information.

## **Illness and Injury**

School personnel or a District Registered Nurse will provide first aid at the level of which they have received training in the event of illness or injury. The district will ensure that adequately trained first aid school personnel or school registered nurses are on site and that first aid supplies are available.

The procedures in this section provide information on how school personnel are trained by District Registered Nurses to provide care to students with injury or physical complaints. A Registered Nurse is available to assist trained school personnel during school hours, if needed.







School personnel are trained to follow these general guidelines with all students experiencing illness or injury:

- Practice good infection control by wearing personal protective equipment, such as gloves or masks, when appropriate.
- Respect privacy and discreetly ask the student about their injury or physical complaint.
- Observe for any visible signs of injury or illness.
- Do not diagnose health problems.
- Always contact the parent/guardian whenever there is an injury to the head, eyes, bones, or if there is bleeding, which will not stop, or pain that will not relent in ten (10) minutes.
- Notify the parent/guardian when any first aid is given at school, as follow-up may be needed and further observation and care can be provided at home.
- Notify the parent if the student does not feel well enough to return to class.
- If there is a question, consult with the parent/guardian to decide whether or not the student should stay in school.

### **When your student should stay home and return to school**

To maintain the health and well-being of your child and other students, please observe the following guidelines:

## Hazel Park Schools

<b>YOUR STUDENT SHOULD STAY HOME WHEN:</b>					
THEY HAVE A FEVER	THEY APPEAR ILL	THEY ARE VOMITING	THEY HAVE DIARRHEA	THEY HAVE A RASH	THEY HAVE AN EYE INFECTION
					
100.4 F or higher	Unusually tired, low energy, poor appetite, or is not themselves	2 or more times within the past 24 hours	2 more times within the past 24 hours	Body rash <b>AND</b> fever or change in behavior (itchiness)	Redness, itchy and/or crusty drainage from eye
<b>YOUR STUDENT CAN RETURN TO SCHOOL WHEN:</b>					
They are fever free for 24 hours without medication to treat the fever.  If your student has strep throat/scarlet fever, they may return after 2 doses of antibiotics <b>AND</b> 12 hours have passed since the first dose of antibiotics.	They feel well enough to come to school.	No vomiting for 24 hours <b>OR</b> a health care provider clears the student for return with a written note.	No diarrhea for 24 hours <b>OR</b> a health care provider clears the student for return with a written note.	Rash has gone away <b>OR</b> a health care provider clears the student for return with a written note.	Drainage from the eye has cleared <b>AND</b> a health care provider clears the student for return with a written note.

If your student has ringworm or scabies, they should stay home until they see a health care provider. Exclusion recommendations will be based on Michigan Department of Health & Human Services and Oakland County Health Division guidelines.

Revised: February 2024  
Resources: MDHHS, OCHD

Most children will not need to be excluded for mild respiratory illness, such as the common cold, unless accompanied by fever or behavioral changes.

### Student Release Procedures

If student is being released due to illness or injury, these procedures will be followed:

- A student will only be released to a parent/guardian on file or an emergency contact with communicated permission from a parent/guardian on file, per district policy.
- A parent/guardian and emergency contacts must show identification for a student to be released.
- School personnel will not transport a student off campus.
- When a major emergency necessitates immediate transfer to the hospital, emergency services will be contacted by calling 911, followed immediately by contacting the parent/guardian.

## **Emergency Health in the School Setting**

When a serious illness or injury occurs during the school day, the school will immediately request emergency services and notify the student's parent/guardian. The school will provide emergency care within their trained ability until the parent/guardian or first responders assume responsibility. Parents/guardians will be contacted if any of the following situations occur:

- Any head injury, even if it appears minor
- Pain that does not relent in 10 minutes
- Bleeding that will not stop
- Any injury to any skeletal portion of the body
- Loss of consciousness
- Respiratory distress
- Ingestion of toxic or unknown material
- Suspicion of a communicable disease
- Signs of shock (which may be present with any injury): cold, clammy, pale skin, nausea, dizziness, thirst, or a rapid, weak pulse
- First known seizures or prolonged seizures requiring emergency medication
- Any other medically related emergency

## **Responding to Anaphylaxis Emergency at School**

(Administrative Guideline IV-20)

Anaphylaxis is a serious allergic reaction that is rapid in onset and may cause death. A variety of allergens can cause anaphylaxis, but the most common are food, insect bites, medications, and latex. Anaphylaxis typically begins within minutes or even seconds of exposure. Initial emergency treatment is the administration of injectable epinephrine along with immediate summoning of emergency medical personnel and emergency transportation to the hospital. For students, staff, and any other individual on school grounds with known or unknown allergies:

- As required by state law, every school building will maintain a stock of at least two (2) epinephrine auto-injector devices at all times regardless of whether or not any student/staff have been diagnosed with allergies.
- Each school building will designate at least two (2) employees at the school for authorization to administer an epinephrine auto-injector. The school personnel designated to administer an epinephrine auto-injector will receive training from a District Registered Nurse.
- All school staff will be provided with basic awareness training of the major signs of anaphylaxis, know who to alert in case of an emergency, and where the stock epinephrine auto-injectors are located.

If a severe allergic reaction is suspected (anaphylaxis), an epinephrine pen based on the student's estimated weight will be administered by trained school personnel and emergency services will be called. Parents/guardians will also be notified immediately.

Students who are prescribed epinephrine to treat anaphylaxis shall be allowed to self-possess and self-administer the medication if there is written approval from the student's health care provider and parent/guardian, per district policy.

Michigan Department of Education requires annual reporting of all instances (whether student-supplied or school-supplied) of Epi-Pen administration to students while at school.

## Cardiac Emergency Response Plan

(Michigan Public Act 12 of 2014)

Cardiac arrest is the sudden, unexpected loss of heart function, breathing and consciousness. Cardiac arrest usually results from an electrical disturbance in your heart that disrupts its pumping action, stopping blood flow to the rest of your body.

Sudden cardiac arrest is a medical emergency. If not treated immediately, it causes sudden cardiac death. With fast, appropriate medical care, survival is possible. Administering cardiopulmonary resuscitation (CPR) — or even just compressions to the chest — can improve the chances of survival until emergency personnel arrive.

A cardiac emergency response plan is required for all schools in the state of Michigan. The cardiac emergency response plan shall address and provide for at least all of the following:

- Use and regular maintenance of automated external defibrillators (AEDs).
- Activation of a cardiac emergency response team during an identified cardiac emergency.
- A plan for effective and efficient communication throughout the school campus.
- Incorporation and integration of the local emergency response system and emergency response agencies within the school's plan.
- An annual review and evaluation of the cardiac emergency response plan.

As determined by the cardiac emergency response plan, trained school personnel will provide emergency care of training level in the event of a sudden cardiac arrest occurring on school grounds. Emergency services and parents/guardians will be notified immediately.

## Opioid-Related Overdose

(Administrative Guideline IV-20)

An opioid antagonist is naloxone hydrochloride (Narcan) or any other similarly acting and equally safe drug approved by the U.S. Food and Drug Administration for the treatment of drug overdose.

An opioid-related overdose is a condition, including, but not limited to, extreme physical illness, decreased level of consciousness, respiratory depression, coma, or death that results from the consumption or use of an opioid or another substance with which an opioid was combined or that an individual who has received training approved by a licensed registered nurse in the administration of an opioid antagonist would believe to be an opioid-related overdose that requires medical assistance.

**Use of Opioid Antagonists:** Each school in the district will possess at least one package of an opioid antagonist on site. Each school will have at least two school personnel trained in the appropriate use and administration of an opioid antagonist. Only appropriately trained school personnel may possess and administer an opioid antagonist. The opioid antagonist may be administered by a trained school personnel to a student or other individual on school grounds who is believed to be having an opioid-related overdose. Any school personnel who have reason

to believe that a student is having an opioid-related overdose will call 911, followed immediately by notification of the parent/guardian.

### **Do Not Attempt Resuscitation Order**

( Michigan Public Act 363 of 2020)

If a parent or legal guardian who is legally authorized to execute a "Do Not Resuscitate" order ("DNR Order") for a student provides school personnel with a copy of a duly executed DNR Order compliant with the law and in substantially the same form as dictated by statute, the district shall proceed as follows:

An individual who determines that a minor student, while located at school, is wearing a do-not-resuscitate identification bracelet or an individual who has actual notice of valid DNR Order related to the minor student shall not attempt to resuscitate the minor student before an appropriate health professional arrives to assist.

If a person interested in the welfare of the declarant (an individual who has executed a do-not-resuscitate order on his or her own behalf or on whose behalf a do-not-resuscitate order has been executed) has reason to believe that an order has been executed contrary to the wishes of the declarant or, if the declarant is a ward including a ward who is a minor child, contrary to the wishes or best interests of the ward, the person may petition the probate court to have the order and the conditions of its execution reviewed.

A declarant may revoke an order executed by himself or herself or executed on his or her behalf at any time and in any manner by which he or she is able to communicate his or her intent to revoke the order. If the declarant's revocation is not in writing, an individual who observes the declarant's revocation of the order shall describe the circumstances of the revocation in writing, sign the writing, and deliver the writing to the declarant's attending physician or his or her delegatee and, if the declarant is a patient or resident of a facility or a pupil of a school, to the administrator of the facility or school or the administrator's designee.

## Medication Administration

(Michigan Department of Education Model Policy and Guidelines for Administering Medication to Pupils at School & Administrative Guideline IV-20)

The district recognizes that for a student's health and well-being, medication may need to be taken during school hours. As defined by district policy, medication includes prescription, non-prescription and herbal medications, and includes those taken by mouth, by inhaler, those that are injectable, and those applied as drops to eyes, nose, or medications applied to the skin. All school personnel authorized to administer medication or treatment will receive training on medication administration on an annual basis by a District Registered Nurse. Per district policy, current guidelines on medication administration provided by the Michigan Department of Education may be followed in addition to what is outlined in this handbook.

When a student's parent and licensed health care provider believe that it is necessary for the student to take medication during school hours or school-related activities, the parent/guardian must request that the school dispense the medication to the student by completing the appropriate [medication authorization form](#) available under the Health Services department on the district website. Medication authorization forms must be renewed each school year. Until the appropriate form is complete and on file with the school, school personnel or District Registered Nurses cannot administer or allow medication to be taken during school hours or during school-related activities. A parent/guardian is permitted to come to school to administer medication during school hours or school-related activities, if necessary.

### Medication Administration Guidelines

- Medications must be delivered to the school by a parent or guardian in the original container with a current and complete pharmacy label, if prescribed. Medication will not be accepted in plastic bags or any other homemade container.
- Medications must be unexpired to be administered by school personnel. Expiration dates on medications will be checked by school personnel twice during the school year.
- Medications must come in exact doses to avoid any splitting of medication.
- School personnel will not undo capsules, put into food, crush or grind, tablets without authorization from the licensed health care provider and parent/guardian.
- Medication may be administered within a window of one (1) hour before or one (1) hour after the scheduled administration time. If the student is in need of medication outside of the scheduled window, a parent or guardian is permitted to come to school to administer the medication.
- School personnel will maintain a record for all instances of medication administration while at school or during school-related activities.
- Any errors made in the administration of medications will be reported to the parent/guardian immediately.

- Any unused medication shall be picked up by the parent or guardian at the end of the school year. If this is not done, school personnel will properly dispose of the medication.
- Medication will be stored in a locked cabinet in the front office of the school. Emergency medication will be kept in an easily accessible location.
- When it is necessary for a student to have medication administered while on a school-sponsored field trip or off-site activity, the school personnel designated to administer medication must carry the medication in the original container, and record the necessary information on the medication administration daily log upon return from the trip/activity.

### **Self-Possession & Self-Administration of Medications**

The district recognizes that certain students may be able to self-carry and self-administer medications during school hours and activities. In order for student to self-carry and self-administer medication, the following criteria must be met:

- The medication authorization form, completed by the student’s health care provider and parent/guardian, must indicate that the student is capable of self-carrying and self-administering the medication.
- The medication must be in its original packaging, and properly labeled if it is a prescription medication.

A building administrator or District Registered Nurse may discontinue a student’s right to self-carry and self-administer medication if there is misuse by the student. The denial shall follow a consultation with a parent/guardian.

### **Health Related Plans**

#### **Section 504 of the Rehabilitation Act of 1973**

All students with chronic health conditions are eligible under the Section 504 of the American Disabilities Act for a 504 plan. A 504 plan is a written plan created for students with disabilities who require support to be successful in the classroom. When a chronic health condition is reported to the district, the district nurse and the Student Services Department consult together (along with the parent/guardian) to determine if the student requires a 504 plan. For further information on a 504 plan, please contact the Student Services Department.

#### **Individual Health Plans (IHP)**

All students with chronic health conditions are eligible for an individual health plan (IHP) that is written by a district nurse. The IHP is a student-centered plan of care that incorporates the student’s health goals and related activities. The IHP is developed by the district nurse to support student academic success and address family needs, concerns, and preferences. The school nurse will review the healthcare provider’s medical plan for the student and meet with the student and/or parent/guardian regarding their healthcare needs. The district nurse will also coordinate with the school personnel regarding the student and their academic and health needs.

An IHP is then created by the district nurse for the student which details the student's medical needs and the student's level of ability to complete medical tasks and their knowledge regarding their chronic health condition. This IHP is reviewed regularly and updated as needed by the district nurse throughout the school year through student observation, parent/guardian discussions and school personnel discussions.

## **Chronic Health Conditions**

Students with chronic health conditions are at risk for high absentee rates, low student engagement, dropping-out of school, exposure to bullying, disruptive behaviors, poor grades, and below-average performance on standardized achievement tests. It is important to establish comprehensive care coordination for students with chronic health conditions. (Forrest, Bevans, Riley, Crespo, & Louis, 2011; Bethell et al., 2012).

The district nurse and designated school personnel, who have been trained by the district nurse or a medical professional, will provide medical support to all students, including those with chronic medical conditions. The school nurse will collaborate with education staff to promote a safe and accommodating school environment for students with chronic medical conditions.

While the district recognizes a student's medical needs may be unique to each student, general expectations and considerations for various medical conditions are summarized below:

### **Allergies**

An allergy occurs when the body's immune system sees a substance as harmful and overreacts to it. Types of allergens include medications, food, latex, insects, mold, pet and pollen. Mild symptoms of an allergic reaction include runny nose, watery eyes, sneezing, hives, or a rash. More serious symptoms can include trouble breathing or swelling in your mouth or throat, which is indicative of an anaphylactic reaction ([www.aafa.org](http://www.aafa.org)). See the Severe Allergic Reaction (Anaphylaxis) section for more details.

If your student has any type of allergy:

- Ensure an [Allergy Action Plan](#) has been completed by you and your student's health care provider. Please provide the completed plan to your student's school as soon as possible.
- If your student has a food allergy, please ensure an [Special Dietary Accommodation Form](#) has been completed by you and your student's health care provider. Please provide the completed form to your student's school as soon as possible.
- If your student will be self-carrying an epinephrine auto-injector to treat a severe allergy, please ensure you and your student's health care provider have completed the [Medication Authorization Form](#) and ensure self-possession is indicated on the form.

### **Asthma**

According to the American Academy of Pediatrics, asthma is a chronic condition that causes airway passages in the lungs to become inflamed from various allergens. The lungs become

swollen and it becomes difficult for the individual to breathe. As the air moves through the narrowed airways, it makes a wheezing sound.

Symptoms can be mild or severe and are triggered by allergens such as pollen, dust, mold, animal dander, smoke, dust mites or sudden change in weather. Common symptoms of asthma include shortness of breath, chest tightness, coughing, or wheezing.

If your student has asthma:

- Ensure an [Asthma Action Plan](#) has been completed by you and your student's health care provider. Please provide the completed plan to your student's school as soon as possible.
- If your student will be self-carrying an inhaler to treat their asthma, please ensure you and your student's health care provider have completed the [Medication Authorization Form](#) and ensure self-possession is indicated on the form.
- Consider obtaining an additional inhaler to be kept at school all times. This is to limit the risk of misplacing the inhaler during transportation and limit the risk of not having an inhaler readily available when needed.
- Consider obtaining a spacer for your child's inhaler. A spacer allows for the student's inhaler to work better by delivering more of the medication into the lungs. For more information about spacers, please visit the American Lung Association's [webpage](#).

## **Concussion (Traumatic Brain Injury)**

Concussion is defined by the Center for Disease Control (CDC) as a type of traumatic brain injury (TBI) caused by a bump, blow, or jolt to the head or by a hit to the body that causes the head and brain to move rapidly back and forth. This sudden movement can cause the brain to bounce around or twist in the skull, stretching and damaging the brain cells and creating chemical changes in the brain. Mild concussion symptoms include headache, nausea or vomiting, dizziness, fatigue, blurry or double vision, and difficulty concentrating or remembering. Severe concussion symptoms that require emergency medical attention include weakness or numbness, slurred speech, different size pupils, severe headache, or loss of consciousness.

If your student has experienced a concussion (traumatic brain injury):

- Notify your student's building principal as soon as possible.
- Provide written instructions from you and your student's health care provider with any accommodations needed for your student while they recover.
- If your student has more involved needs (such as incontinence management, tube feeding, etc.) due to previous traumatic brain injury, please reach out to the Student Services Department.

## **Diabetes**

Diabetes is a medical condition with no cure that affects the way our bodies produce and use a hormone called insulin. Insulin converts food (sugar) into energy for normal bodily functioning.

There are two types of diabetes: Type 1 and Type 2. Type 1 is an autoimmune disorder where the body doesn't produce insulin due to the body's immune system attacking the pancreas that produces insulin. In Type 2 diabetes, the body produces insulin but it may not produce enough or use it properly to control blood sugar. Type 2 also has a genetic predisposition, but usually requires an "environment" to develop, such as being overweight and lack of physical activity.

If your student has diabetes:

- Ensure a [Diabetes Medical Management Plan](#) has been completed by you and your student's health care provider. Please provide the completed plan to your student's school as soon as possible.
- If your student will be self-managing their diabetes, please ensure you and your student's health care provider has indicated their ability to self-manage in writing on the diabetes medical management plan or other health note.
- If the parent/guardian is authorized to make insulin dosing changes per the Diabetes Medical Management Plan, the parent/guardian must provide a written note to the school before changes can be implemented. The written note must include the student's name, date of birth, the date the note was written, the date the changes will go into effect, the updated insulin dosing, and the parent/guardian's name and signature.
- The parent/guardian is responsible for providing rescue carbohydrates (juice, glucose tabs, etc.) and emergency medication (baqsimi, gvoke, etc.) to the school for school personnel to treat low blood sugar episodes.
- The parent/guardian is responsible for providing ketone testing strips to the school for school personnel to manage high blood sugar episodes.
- The parent/guardian is responsible for providing all blood sugar testing supplies including glucometers, lancet devices, lancets, testing strips, and batteries.
- The parent/guardian is responsible for providing all insulin administration supplies including insulin pens, vials, syringes, antiseptic wipes, etc.
- If your student has an insulin pump, school personnel are not permitted to change settings or troubleshoot any issues with the pump. The parent/guardian is permitted to come to school to make adjustments or troubleshoot insulin pump issues, if necessary.
- If your student has a continuous glucose monitor, school personnel are not permitted to change settings, calibrate or troubleshoot any issues on the glucose monitor. The parent/guardian is permitted to come to school to make adjustments or troubleshoot glucose monitor issues, if necessary.
- Consider obtaining additional supplies to manage your student's diabetes that can be kept at school only. This is to limit the risk of misplacing supplies during transportation and limit the risk of not having supplies readily available when needed.

## **Seizures (Epilepsy)**

Seizures are sudden abnormal events or episodes that occur because of a problem with the way that brain cells communicate through electrical signals. There are several types of seizures that

can occur. Epilepsy is the general term for a variety of neurological conditions characterized by recurrent unprovoked seizures (<https://www.epilepsymichigan.org>).

If your student has seizures:

- Ensure a [Seizure Action Plan](#) has been completed by you and your student's health care provider. Please provide the completed plan to your student's school as soon as possible.
- The parent/guardian is responsible for providing emergency medication (nayzilam, valtoco) to the school to treat a prolonged seizure.
- Consider obtaining an additional dose of emergency medication to treat a prolonged seizure that can be kept at school only. This is to limit the risk of misplacing the medication during transportation and limit the risk of not having the medication readily available when needed.
- If you or your student's health care provider would like school personnel to video record potential seizure activity, please provide written consent for school personnel to record your student, detailing who the recordings may be distributed to.

## **Communicable Diseases**

(Managing Communicable Diseases in Schools, Michigan Department of Education and Michigan Department of Health and Human Services, and Oakland County Health Division)

Schools can play a major role in helping to reduce or prevent the incidence of illness among children and adults in our communities. Encouraging good hand hygiene, following cleaning recommendations, and adhering to the most up-to-date mask requirements and recommendations contribute to a safe and healthy learning environment for children.

Communicable diseases within a school or community can spread in a number of different routes. The most common routes of spreading include:

- Fecal-oral: Contact with human stool; usually ingestion after contact with contaminated food or objects.
- Respiratory: Contact with respiratory particles or droplets from the nose, throat, and mouth.
- Direct skin-to-skin contact: Contact with infected skin.
- Indirect contact: Contact with contaminated objects or surfaces.
- Bloodborne: Contact with blood or body fluids.

The district has a comprehensive health education program, which includes the education of disease prevention and control. Per the Michigan Department of Education and the Michigan Department of Health and Human Services, encouraging good hand hygiene, following cleaning recommendations, and adhering to the most up to date mask requirements and recommendations contribute to a safe and healthy learning environment for children.

Students may be excluded from school if the student is suspected of having a communicable disease or if they have been diagnosed with a communicable disease. Students may also be excluded from school when there is a risk of spreading to the school community that can't be

controlled with appropriate environmental or individual management. The district follows all state and health department guidelines regarding exclusion to provide a safe educational environment for the students and staff.

The district works closely with the local health department when communicable disease outbreaks occur. Outbreaks will be communicated to parents and guardians with a letter via email from the school.

The local health department (Oakland County) requires certain communicable diseases to be reported to the health department.

### **Conjunctivitis (Pink Eye)**

Conjunctivitis (pink eye) is an inflammation or infection of the membrane that lines your inner eyelids and the white parts of your eyes. Conjunctivitis can result from many causes, including viruses, bacteria, allergens, contact lens use, chemicals, fungi, and certain diseases. Symptoms of conjunctivitis include:

- Pink or red in the whites of the eyes
- Swelling of the conjunctiva (membrane lining the white part of the eye or inside of the eyelid) or eyelids
- Increased tears
- Itching, irritation or burning of the eyes
- Discharge coming from the eyes
- Crusting of the eyelids or lashes, especially in the morning

If you suspect your student has conjunctivitis (pink eye), consider keeping them home and seeking medical treatment from a healthcare provider, such as their pediatrician or urgent care. Teach your student good hand hygiene and refraining from touching their irritated eyes. Towels and washcloths should not be shared between family members and pillowcases should be washed frequently.

Per the Oakland County Health Division, students with suspected conjunctivitis (pink eye) will be excluded until one of the following occur:

- The student returns with a note signed by a healthcare provider clearing the student to return to school.
- The student no longer has symptoms of conjunctivitis (pink eye).

### **Respiratory Virus Guidelines (common cold, RSV, COVID-19, influenza)**

A respiratory infection affects the parts of the body that are involved with breathing, such as the lungs and sinuses. A respiratory infection can spread from person to person. Many different viruses cause respiratory infections, but share the same symptoms. Respiratory virus symptoms include:

- a cough - with or without mucus

- sneezing
- a stuffy or runny nose
- a sore throat
- headaches
- breathlessness, tight chest or wheezing
- a fever
- muscle aches
- generally feeling unwell

Per the Oakland County Health Division’s [Respiratory Virus Guidelines](#), students with symptoms of a respiratory virus **and** a fever of 100.4 fahrenheit or higher will be excluded from school. Your student should remain home until they feel well enough to return and are fever-free for 24 hours without using medicine to treat the fever. Students **do not** need to be excluded until all of their respiratory virus symptoms completely resolve. For example, a student recovering from a respiratory virus may return even though they still are experiencing coughing and a runny nose, as long as they are fever-free for 24 hours without medicine and are feeling well enough to attend.

## **Bed Bugs**

Bed bugs are small, brownish, flattened insects that feed on the blood of people while they sleep. Although the bite does not hurt at the time, it may develop into an itchy welt similar to a mosquito bite. Bed bugs do not transmit disease, but they can cause significant itchiness, anxiety, and sleeplessness. Bed bugs usually only come out at night and do not hide on a person. Instead, bed bugs will “hitchhike” from place to place in backpacks, clothing, books, etc. Eradication of bed bugs can be costly and difficult.

If it is determined that your student has bed bugs, the following procedures are recommended:

- Seek out home treatments with a pest management professional. The district is able to provide educational materials to you, if needed.
- Store your student’s freshly laundered clothing in a plastic bag daily and bring these clothes to school. Your student will be allowed a private changing area at school to change clothes prior to entering their classroom each day.
- Leave unnecessary personal items at home. Personal items brought from home, such as backpacks or books, will be stored separately so that any bed bugs will not spread within the classroom.

## **Pediculosis (Head Lice)**

Head lice are small (about the size of a sesame seed), wingless parasitic insects that must live on a person to survive. They survive by piercing the skin to feed on blood and are almost exclusively associated with hair on the neck and scalp. Head lice cannot fly or jump. Head lice are transmitted through person to person direct contact or sharing of bedding or personal items (such as hairbrushes, combs, hats or scarves). Most transmissions occur from direct head to head

contact. As such, it is more common to get head lice from family members, overnight guests, or playmates than in a school setting. **Head lice do not spread disease.**

The district follows the [recommended protocol](#) from the Michigan Department of Health and Human Services and the Michigan Department of Education. The district head lice procedures are as follows:

- Any student with live lice (or nits within one quarter inch of the scalp) may remain in school until the end of the school day.
- The district will notify the parent or guardian immediately if a student is suspected of having a head lice infestation.
- The student will be readmitted to school after treatment and examination. If, upon examination, the school personnel find no live lice and the student does not have any nits within one quarter inch of the scalp, the child may reenter the school.
- Mass screenings (classroom or school-wide checks) will not be conducted.

If your student has a head lice infestation, immediate treatment is recommended before returning your student to school. For more information on how to manage and treat head lice, please see the Oakland County Health Division [webpage](#) or reach out to one of the District Nurses.

## **Hand, Foot and Mouth Disease**

Hand, foot and mouth disease is a common viral illness that can spread easily and primarily affects school-aged children. Symptoms of hand, foot and mouth disease include:

- Fever
- Loss of appetite
- Sore throat
- Drooling
- Feeling of being unwell
- Painful sores in or around the mouth
- A rash or blisters on the palms of hands, soles of feet, elbows, knees, or buttocks, or genital area

Per the Oakland County Health Division, students will be excluded until no new sore appears and other symptoms, such as fever and sore throat, are gone. For more information on hand, foot and mouth disease, please see the Oakland County Health Division's [webpage](#) or reach out to one of the District Nurses.

## Strep Throat

Strep throat is an infection in the throat and tonsils caused by a bacteria called group A Streptococcus or group A strep. Anyone can get strep throat, but it is most common in school-age children between 5 and 15 years old. Symptoms of strep throat include:

- Sore throat that may start very quickly
- Pain when swallowing
- Fever
- Red and swollen tonsils, sometimes with white patches or streaks of pus
- Tiny red spots on the back or roof of mouth
- Swollen lymph nodes on the neck
- Headache
- Nausea and vomiting
- Stomach pain

If you suspect your student may have strep throat, consider keeping them home until you seek treatment from a healthcare provider. It is important that strep throat is treated using antibiotics prescribed by a healthcare provider to prevent any long-term health issues.

Per the Oakland County Health Division, students with strep throat will be excluded until they have received at least 2 doses of antibiotics and it has been at least 12 hours since the first dose of antibiotics was administered. For more information on strep throat, please see the Oakland County Health Division's [webpage](#) or reach out to one of the District Nurses.



Hazel Park Schools  
**Student Handbook**

**2024-2025 WORKING DRAFT**

**TODAY'S LEARNERS, TOMORROW'S LEADERS**

***HAZEL PARK SCHOOLS***

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**Vision**

Inspiring and empowering all learners to achieve excellence.

**Mission Statement**

The Hazel Park School District in collaboration with all Stakeholders prepares and supports students for the future through innovation and technology.

**Beliefs**

We believe...

- The school district supports the social, emotional, physical, and academic needs of each child.
- Kindness, respect, diversity, equity, and integrity are valued, taught, and modeled.
- A caring, healthy, safe and respectful environment is provided for all.
- Student achievement is the core of every decision.
- All students have the ability to learn.
- All students, staff, and families are engaged and support learning.
- All stakeholders are provided high quality researched-based curriculum which is aligned with state standards.

**Goal Statement - School Climate and Culture**

The Hazel Park School District will provide a unified system of support for all students, embracing diversity and fostering a positive school climate and culture.

**Goal Statement - Curriculum & Instruction**

The Hazel Park School District will develop innovative, independent and persistent learners who think critically, communicate effectively, and positively influence the community and ultimately the world.

**Goal Statement - Community Relations**

The Hazel Park School District will empower all stakeholders in order to develop high achieving students through strong community relations and collaboration with all.

**Goal Statement - Resources**

The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**General School Information**

This handbook is a summary of the school's rules and expectations, and is not a comprehensive statement of school procedures. The Board's comprehensive policy manual is available for public inspection through the District's website [www.hazelparkschools.org](http://www.hazelparkschools.org) or at the Board office, located at:

**Hazel Park Schools**  
1620 E. Elza  
Hazel Park, MI 48030

## Board of Education

The **School Board** governs the school district, and is elected by the community. Current School Board members/Trustees are:

- |                           |                      |
|---------------------------|----------------------|
| ● Mr. Rick Nagy           | Board President      |
| ● Mrs. Dawn Rice          | Board Vice-President |
| ● Mrs. Melissa Baldwin    | Board Secretary      |
| ● Mrs. Monica Rattee      | Board Treasurer      |
| ● Mrs. Beverly Hinton     | Board Trustee        |
| ● Mrs. Heidi Fortress     | Board Trustee        |
| ● Mrs. Debbie Laframboise | Board Trustee        |

## Administration

The School Board has hired the following **administrative staff** to operate the school:

- |                                |   |
|--------------------------------|---|
| ● Dr. Amy Kruppe               | Superintendent                                    |
| ● Jason Zirnig                 | Assistant Superintendent of Business & Operations |
| ● Dr. Stephanie Dulmage        | Assistant Superintendent of Teaching and Learning |
| ● Dr. Carla Postell            | Executive Director of Teaching, Learning & Equity |
| ● Dr. Megan Papasian-Broadwell | Executive Director of Student Services            |
| ● Bradley Wilkins              | Director of Information Technology                |
| ● Kristy Cales                 | Director of Human Resources                       |
| ● Chuck Pleiness               | Director of Communications                        |
| ●                              | Director of Business                              |

**Hazel Park Schools location & administrator contact information:****Edison School**

1650 Mapledale  
Ferndale, MI 48220  
Phone: (248) 658-5400  
Fax: (248) 544-5264

**Principal: Dr. Michelle Krause - [Email](#)**

**Hazel Park Advantage Alternative School**

1620 E. Elza Ave.  
Hazel Park, MI 48030  
Phone: (248) 658-5280  
Fax: (248) 544-5391

**Principal: Kendal Smith - [Email](#)**

**Hazel Park High School**

23400 Hughes  
Hazel Park, MI 48030  
Phone: (248) 658-5100  
Fax: (248) 544-5389

**Principal: Tammy McHenry - [Email](#)**

**Asst. Principal: George Dimas - [Email](#)**

**Asst. Principal: Corrie Chansler - [Email](#)**

**Hazel Park Junior High**

22770 Highland Ave.  
Hazel Park, MI 48030  
Phone: (248) 658-2300  
Fax: (248) 586-5875

**Principal: John Barnett - [Email](#)**

**Asst. Principal: Carla Beach - [Email](#)**

**Dean: Robert Kiger - [Email](#)**

**Hoover Elementary**

23720 Hoover Ave.  
Hazel Park, MI 48030  
Phone: (248) 658-5300  
Fax: (248) 658-1131

**Principal: Debra Dimas - [Email](#)**

**Jardon Vocational School**

2200 Woodward Heights Ave.  
Ferndale, MI 48220  
Phone: (248) 658-5950  
Fax: (248) 544-5292

**Supervisor: Heidi Kunz - [Email](#)**

**United Oaks Elementary**

1001 E. Harry Ave.  
Hazel Park, MI 48030  
Phone: (248) 658-2400  
Fax: (248) 542-3530

**Principal: Karla Graessley - [Email](#)**

**Webb Elementary Schools**

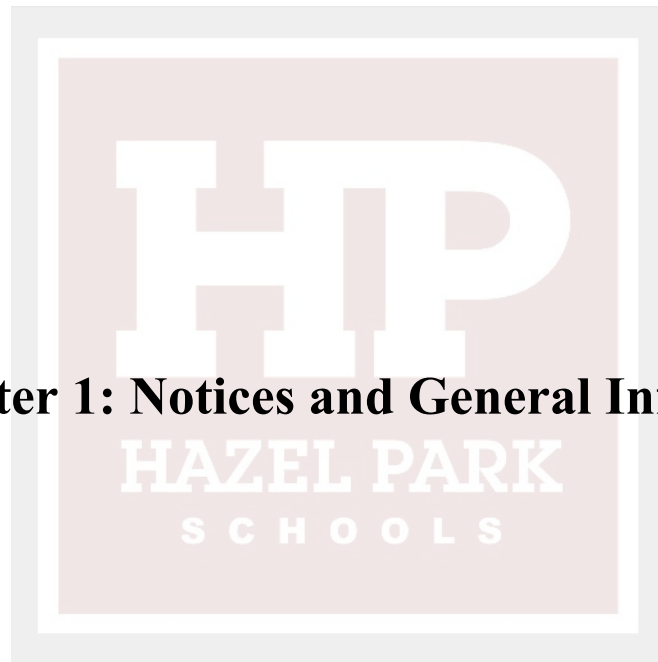
2100 Woodward Heights Ave.  
Ferndale, MI 48220  
Phone: (248) 658-5900  
Fax: (248) 586-5848

**Principal: Corri Nastasi - [Email](#)**

**Webster Early Childhood Center**

431 W. Jarvis Ave.  
Hazel Park, MI 48030  
Phone: (248) 658-5550

**Supervisor: Sheila O’Kane - [Email](#)**



## **Chapter 1: Notices and General Information**

### Communication Flow Chart Process

In order to assist parents with effective and efficient communication we have developed flow charts for all levels. (i.e. Elementary, Junior High and High School) . This sequence is in place to make sure your questions and concerns are addressed to the proper school official. It is our hope that the flowchart will be utilized as a way to direct your question or concern so that it may be handled by the appropriate school official and be responded to quickly. ***As always, classroom concerns and questions should be directed to the specific teacher involved.*** Please note that our office staff can assist parents with locating the appropriate staff member to help you with your question or concern.

**Most parent and community questions are easily and completely answered by communicating directly with the staff member closest to the situation.** As you move further along the flowchart, the staff is less directly involved and usually needs additional time to research the situation before they can give you an answer. If you do not hear back from the person you have contacted within **One (24 hours) business day**, it is appropriate to reach out to them again before moving along to the next level of the flowchart. We do not expect your questions or concerns to go unanswered for a long period of time. Each situation should first be addressed at whatever level the initial action was taken with appeals moving to the next level on the “**Communication Process Flowchart.**” The easiest way to communicate is via email while a phone call is the next preferable way.

#### Elementary Communication Process Flowchart

Area of Concern	1st Level	2nd Level	3rd Level	4th Level	
<b>Special Education</b>	Teacher	Special Education Teaching Consultant	Principal	Director of Student Services	
<b>Student Concerns/ Guidance/Health Related Concerns</b>	Teacher	District Nurse	School 504 Coordinator	Principal	
<b>Classroom Discipline</b>	Teacher	Principal	Superintendent	Superintendent	
<b>Non- Classroom School Discipline</b>	Principal	Asst. Supt. of Teaching & Learning	Superintendent		
<b>Academic/Classroom Concerns</b>	Teacher	Principal	Asst. Supt. of Teaching & Learning	Superintendent	
<b>Transportation</b>	Bus Driver	Transportation Supervisor	Principal	Assistant Superintendent of Business and Operations	
<b>After School Child Care (Latchkey)</b>	Child Care Provider	Latchkey Supervisor	Building Admin	Asst. Supt. of Teaching & Learning	Superintendent

**Junior High Communication Process Flowchart**

<b>Area of Concern</b>	<b>1st Level</b>	<b>2nd Level</b>	<b>3rd Level</b>	<b>4th Level</b>	<b>5th Level</b>
<b>Athletics</b>	Coach	Athletic Director	Building Admin	Superintendent	
<b>Special Education</b>	Teacher	Counselor/ Social worker	Building Admin	Special Ed. Supervisor	Director of Student Services
<b>Student Concern: Social, Emotional and Health Related Concerns</b>	Teacher	Counselor/ Social worker	Building Admin	Special Ed. Supervisor	Director of Student Services
<b>Classroom Discipline</b>	Teacher	Counselor/ Social worker	Building Admin	Superintendent	
<b>Non-Classroom School Discipline</b>	Counselor/ Social worker	Building Admin		Superintendent	
<b>Classroom Academic Concerns</b>	Teacher	Counselor/ Social worker	Building Admin	Superintendent	
<b>Transportation</b>	Bus driver	Building Admin	Transportation Supervisor	Assistant Operations & Maintenance	

**High School Communication Flowchart**

<b>Area of Concern</b>	<b>1st Level</b>	<b>2nd Level</b>	<b>3rd Level</b>	<b>4th Level</b>	<b>5th Level</b>
<b>Attendance</b>	Attendance/Counseling Secretary	School Counselor	Assistant Principal	Principal	Superintendent
<b>Classroom Concerns (instruction, grading, classroom behavior)</b>	Teacher	School Counselor	Assistant Principal	Principal	Director of Teaching, Learning
<b>Athletics or after school clubs</b>	Coach or Supervising Adult	Athletic Director	Building Admin	Assistant Superintendent of Operation and Maintenance	Superintendent
<b>Special Education</b>	Classroom Teacher	Caseload Teacher	Special Education Teaching Consultant	Building Admin	Supervisor of Student Services
<b>Student Concerns (Guidance, health-related)</b>	School Counselor	District Nurse	Assistant Principal	Principal	Superintendent
<b>Non-classroom Discipline</b>	Assistant Principal	Principal	Director of Student Services	Superintendent	Superintendent
<b>Transportation</b>	Bus Driver	Assistant Principal	Transportation Supervisor	Assistant Superintendent of Operation and Maintenance	Superintendent

**Guidelines for Parent Communications to Teachers and Staff**

The purpose of this section is to serve as a general guide for ensuring effective communication from parents to teachers, staff and administrators. Communication refers to both the sending and receiving of information, such as email, notes, text messages on teacher apps such as PowerSchool and verbal communications such as telephone conversations, face-to-face meetings. In order to ensure a successful exchange of information, it is important that all parties follow a few key principles.

**Maintain Respectful and Open Communication**

- Always use a respectful and polite tone.
- Request, don't demand.
- Be ready not just to provide information, but to listen to teacher/staff observations and perspectives.
- Enter the exchange with an open mind and assume a shared best interest for your child.
- Be prepared to work collaboratively to solve problems.
- Threats and/or inappropriate language will not be tolerated toward staff members.

**Confidentiality**

- Recognize that confidentiality may limit information that can be shared from school to parents, including consequences for other students' behaviors.

**Time to Respond to Communications**

- Teachers will make every effort to respond as soon as possible to parent communications, with the understanding that the teaching day sometimes precludes immediate responses.
- Be mindful of teacher work hours and please do not expect immediate response from after hours or weekend requests.
- Teachers and staff may need some time to collect needed information before responding.
- If you need to have a face-to-face meeting, it is always best to schedule an appointment in advance. Staff members, including the building administrator will not be readily available when parents "show up" unannounced.
- Please provide all of the necessary information pertaining to the meeting in advance.

**Whom to Contact**

- Most communications of classroom concerns should be directed at first to your child's teacher.
- If you have an issue with a particular staff member, first try to address those concerns with that staff member directly.
- If you have discussed with the adult that the conflict is with and the issue has not been addressed to your satisfaction, then move to the next level.
- Please recognize that it is both the policy and the value of our school that we operate with openness, collaboration and the shared best interest for every student.

**Scheduling Concerns/Changes**

In order for a schedule change to be considered, parents must first have met with the teacher and put a plan in place to support the struggling student. If after several weeks, the student is struggling, it would be appropriate to move to the next level.

**Please note:** Classroom questions concerning your child should be addressed with your child's teacher before contacting the school administration. Allow for one (24 hours) business day for a response. If no response is received from a staff member during that time, send a second email or phone call to that teacher.

\*\*\*Please note that compliments or acknowledgements of positive events can be directed to everyone along the chain. All of us appreciate hearing that there is something good that has happened.\*\*\*

## School Visitors

All visitors, including parents and siblings, are required to enter through the front door of the building and proceed immediately to the main office. Visitors are required to produce a picture ID and inform office personnel of their reason for being at school. Approval to visit the school needs to be scheduled in advance with the principal.

Visitors must sign in, identifying their name, the date and time of arrival, and the classroom or location they are visiting. Visitors volunteering in the classroom or attending school-related events must complete an ICHAT each year and be approved before visiting the school (some exceptions may be made for certain school events). Approved visitors must wear a badge identifying themselves as a guest and leave their picture ID with the office staff. Visitors must place the badge on their outer clothing in a visible location. The badge connects to the district's visitor management system, which allows us to electronically monitor the location of all school visitors. Visitors are required to proceed immediately to their location in a quiet manner. All visitors must return to the main office and sign out before leaving the school.

Visitors are expected to abide by all school rules during their time on school property. A visitor who fails to conduct himself or herself appropriately will be asked to leave and may be subject to criminal penalties for trespass and/or disruptive behavior.

## Checking Students Out of School Early

Parents/guardians should give the school advance notice if their student will be checked out early. At the elementary schools, no students can be checked out early after 2:30 PM. This policy is in place at the junior high and high school as well. Students should not be checked out early at the junior high after 2:15 or after 2:00 at the high school. It is disruptive to the classes and prevents important learning at the end of the day.

Visitors who are checking students out of school buildings early are required to show a picture ID and must be listed as an emergency contact on PowerSchool for that student. **The school must have prior notification (note or email/call from the email or contact number on file in the district's student information system) from the parent/guardian if a visitor/emergency contact is checking students out of the building.** Visitors who are not listed as emergency contacts in PowerSchool cannot check a student out of school.

## Late Pick-Up Procedures (Elementary Buildings)

As a reminder, dismissal times for our elementary buildings are 3:10 pm or 11:20 am on half days unless your child regularly attends latchkey. While life's complex circumstances may occasionally get in the way of a timely pick-up, you must contact your school office and let them know you are running late.

Any student who is **not picked up by 3:30 pm** will be placed in the Late Pick-Up Room. The Late Pick-Up Room will be **staffed from 3:30 pm - 4:30 pm**. Starting at **3:30 pm**, a **\$10.00 fee** will be charged for **every 15 minutes** your child is in the late pick-up room. If you have more than one child, the fee will be applied to each child. We understand that a situation may occur that will impact your ability to pick your child or children up on time. Therefore, we have built some flexibility into the fees that will be charged. The fees will be charged as outlined in the table below.

<b>First Late Pick-Up</b>	No Fee
<b>Second Late Pick-Up</b>	Fee Applied (unless extreme emergency as approved by Principal)
<b>Third Late Pick-Up</b>	Fee Applied (up to 4:30 pm - *see note below) and follow-up phone call from the building principal
<b>Four or More Late Pick-Ups</b>	Fee Applied (up to 4:30 pm - *see note below) and meeting with the building principal

**\* If a student is not picked up by 4:30 the Hazel Park or Ferndale Police will be contacted.**

If you are unable to pick up your child on time, it is imperative that you have an alternative plan for daily dismissal, as the office staff is not equipped to provide after school care. If you are interested in our after-school latchkey program, please contact Joan Rybinski at (248) 658-5501 or [joan.rybinski@myhpsd.org](mailto:joan.rybinski@myhpsd.org) for inquiries about latchkey. Space in this program is very limited but may be available.

## Cell Phone Use - Elementary

K-8 Personal devices such as cell phones, MP3 players, smart watches may not be out and/or used during the school day. Devices must be put into a backpack or given to the teacher. Any devices out during the day will be confiscated and available in the office at the end of the day for parent/guardian to pick up.

### JH cell phone policy

Non-school PTDs include but are not limited to: cell phones/smartphones, earbuds/headphones, computers/laptops, tablets/e-readers, and/or any other internet- or bluetooth-enabled devices. Hazel Park Junior High does not allow PTDs to be used during the school day. PTDs may be used at administrative discretion as a PBIS reward. If a student has a PTD and is found using it, staff will take the PTD, fill out a Office Referral for the student, and the following consequences will be implemented:

- 1st offense - PTD is taken, parents are notified, and PTD is returned at the end of the day to the student.
- 2nd offense - PTD is taken, parents are notified, a lunch detention is given, and PTD is given back to the student at the end of the day
- 3rd offense, PTD is taken, parents are notified, after school detention is given, PTD is returned, and for the following week, the PTD is turned in each morning to the Dean of Students and given back to the student at the end of the day

### Advantage cell phone policy

Advantage students are not allowed to have cell phones during class time. If they have a phone violation, the teacher will request the phone and keep it until the end of the hour. If the student refuses to give the phone to the teacher, the student is referred to an administrator who will retain the phone until the end of the school day.

Students may have their phones during hall passing and lunch.

### Board of Education Policy on Personal Technology Devices (PTDs) not issued by District-High School

Non-school PTDs include but are not limited to: cell phones/smartphones, earbuds/headphones, computers/laptops, tablets/e-readers, and/or any other internet- or bluetooth-enabled devices.

- **During instructional time:** Students will not be permitted to have PTDs visible, on, or in use. Devices must be powered off completely or silenced without vibration, and must be stored out of sight. Every location during instructional time is considered a **RED ZONE**.
- **During non-instructional time:** Students may use PTDs only in **GREEN ZONES** (i.e., cafeteria, hallways, and or the Commons) during non-instructional time (i.e., before school, during hall passing, during assigned lunch, or after school). Earbuds/headphones must not be used while walking in the hallways.
- Any student caught using PTDs in **RED ZONES** (i.e., classrooms, restrooms, and locker rooms) will have their PTD confiscated by school personnel and face appropriate disciplinary action. The only time earbuds/headphones may be used in a **RED ZONE** is when directed by a teacher for educational purposes with a *school-issued device*.

### Punitive Measures:

- If a PTD makes any sound (e.g., ringing, vibrating) or is visible—whether being used or not—in any **RED ZONE** or anywhere during instructional time, the student will be asked by school personnel to relinquish the PTD, then:

### If the student complies:

1. The PTD will be collected, the staff member will complete the HPHS discipline-referral form, and the device will be placed in the office-provided envelope to be held in the main office. Office personnel will notify the student's

parent/guardian about the incident and the resulting disciplinary action. (*Please see “Progressive Discipline” below for device-retrieval times.*)

2. Each student will be given one opportunity to retrieve the PTD at the end of the school day. Subsequent failures to adhere to this Board policy will result in only the parent or legal guardian listed in MiStar being allowed to retrieve the PTD.

### **If the student does not comply:**

1. The student will be escorted to the office to speak with their designated counselor or building administrator, and another request to relinquish the PTD will be made.
  - If the PTD is relinquished without further delay, the student will receive disciplinary action such as a lunch detention or after-school detention. (*Please see “Progressive Discipline” below.*)
  - If the student still does not comply, the student is considered insubordinate and will receive disciplinary consequences, including suspension.
2. Multiple violations will result in the student relinquishing their PTD to office personnel daily upon arrival.

### **Progressive Discipline for Refusal to Surrender a PTD to School Personnel:**

1. **First offense:** Lunch detentions and/or possible after-school detention.
2. **Second offense:** One-day out-of-school suspension. A parent–administrator meeting will be required before re-entry to school is permitted.
3. **Third offense:** Multiple after-school detentions and/or multi-day suspension from school AND the student must turn PTD into the office each day.

**PTDs taken for violating this Board policy will NOT be given back to the student except for the first offense and only if the student relinquishes the device without incident.** Photo identification must be provided as verification when picking up the device. The Hazel Park School District is not responsible for lost, stolen, or damaged PTDs brought to school, which includes devices confiscated for failure to adhere to the PTD policy. Students who bring PTDs onto school grounds are instructed to keep all devices securely in their lockers and are advised never to share their locker information with anyone.

1. **Hallways:**
  - a. Students **Cafeteria:**
  - b. Full usage of PCDs and portable video game devices are permitted during breakfast and/or lunch times. However, should a school employee feel that the student is using the PCD(s) inappropriately, they reserve the right to follow measures 2.a.i-iii as deemed appropriate.
2. **Before/After School Sponsored Clubs and Sports:**
  - a. Full usage of PCDs and portable video game devices are permitted during breakfast and/or lunch times. However, should a school employee feel that the student is using the PTD(s) inappropriately, they reserve the right to follow measures 2.a.i-iii as deemed appropriate.

### **Equal Opportunity/Nondiscrimination Statement**

Equal educational and extracurricular opportunities are available to all students without regard to race, color, nationality, sex, sexual orientation, gender identity, ancestry, age, religious beliefs, disability, status as homeless, or actual or potential marital or parental status, including pregnancy.

No student shall, based on sex or sexual orientation, be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

The following person(s) has been designated to serve as the District's Title IX Coordinator and Compliance Officer for matters involving alleged discrimination. Any inquiries regarding the School District's non-discrimination policies should be directed to:

**Kristy Cales / James Patterson**  
**Hazel Park Schools**  
 1620 E Elza  
 Hazel Park, MI 48030  
 248-658-5241 / 248-658-5225

The School District's complaint procedure may be obtained from [www.hazelparkschools.org](http://www.hazelparkschools.org).

For further information, you may also contact:

**Office for Civil Rights**  
**U.S. Department of Education**  
 1350 Euclid Avenue, Suite 325  
 Cleveland, OH 44115  
**Telephone: 216-522-4970**  
**FAX: 216-522-2573**  
**TDD: 877-521-2172**  
[OCR.Cleveland@ed.gov](mailto:OCR.Cleveland@ed.gov)

Cross-Reference:

ARTICLE V. — Section 2: PERSONNEL

### School Volunteers

All school volunteers must complete the **IChat** (available in the school office) and be approved by the school principal before assisting at the school. Some teachers utilize parent volunteers in the classroom. The individual teachers make this decision. Teachers who desire parent volunteers will notify parents. For school-wide volunteer opportunities, please contact the building principal. Volunteers are required to check in and out at the main office and receive a visitor badge before going to their destination.

Cross-Reference:

ARTICLE VIII. Section 10: COMMUNITY RELATIONS

### Invitations & Gifts (K-8)

Party invitations or gifts for classmates should not be brought to school to be distributed. Items such as these are of a personal nature and should be mailed home. The office is unable to release addresses and phone numbers of students.

### Treats, Snacks & Lunches (K-8)

Due to health concerns and scheduling, treats and snacks for any occasion must be arranged in advance with the classroom teacher. All treats and snacks must be store bought and prepackaged in individual servings. No homemade treats or snacks are allowed at school. Treats and snacks may not require refrigeration and must have a clearly printed list of ingredients on the packaging. We strongly encourage you to select a treat or snack with nutritional value.

Parents are asked to leave snacks/treats at the office in order to prevent distractions in the classroom and protect instructional time. We also ask that parents reserve any balloons, presents, and other party favors for home celebrations.

Food from outside vendors without prior approval from the principal may not be brought into the buildings.

### Outdoor Expectations (K-5)

The students will be expected to go outside for recess and/or morning lineup when the temperature is at or above 20 degrees Fahrenheit (including wind chill). Students should bring appropriate winter gear that will meet their needs.

### Accommodating Persons with Disabilities

Individuals with disabilities will be provided an opportunity to participate in all school-sponsored services, programs, or activities. Individuals with disabilities should notify the superintendent or building principal if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting.

#### Cross Reference::

ARTICLE V. Section 2: PERSONNEL/NONDISCRIMINATION

### Homeless Child's Right to Education

When a child loses permanent housing and becomes a homeless person as defined at law, or when a homeless child changes his or her temporary living arrangements, the parent or guardian of the homeless child has the option of either:

1. Continuing the child's education in the school of origin for as long as the child remains homeless or, if the child becomes permanently housed, until the end of the academic year during which the housing is acquired; or
2. Enrolling the child in any school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

Assistance and support for homeless families may contact **Dr. Carla Postell** at 248-658-5294 or **Thelma Hardy** at 248-658-5211.

#### Cross-References:

AG IV-1. Category 6: Enrollment: Eligible Students.  
McKinney-Vento Homeless Assistance Act

### English Learners

The school offers opportunities for English Learners to develop high levels of academic attainment in English and to meet the same academic content and student academic achievement standards that all children are expected to attain.

Parents/guardians of English Learners will be informed how they can: (1) be involved in the education of their children, and (2) be active participants in assisting their children to attain English proficiency, achieve at high levels within a well-rounded education, and meet the challenging State academic standards expected of all students.

For questions related to this program or to express input in the school's English Learners program, contact: **Dr. Stephanie Dulmage**, Assistant Superintendent of Teaching & Learning at [stephanie.dulmage@myhpsd.org](mailto:stephanie.dulmage@myhpsd.org).

#### Cross Reference:

ARTICLE III. CURRICULUM AND INSTRUCTION Section 8. Students with Limited English Proficiency.  
ARTICLE V. Section 2: PERSONNEL/NONDISCRIMINATION

## Mandated Reporters

All school personnel, including teachers and administrators, are required by law to immediately report any and all suspected cases of child abuse or neglect to the Michigan Family Independence Agency.

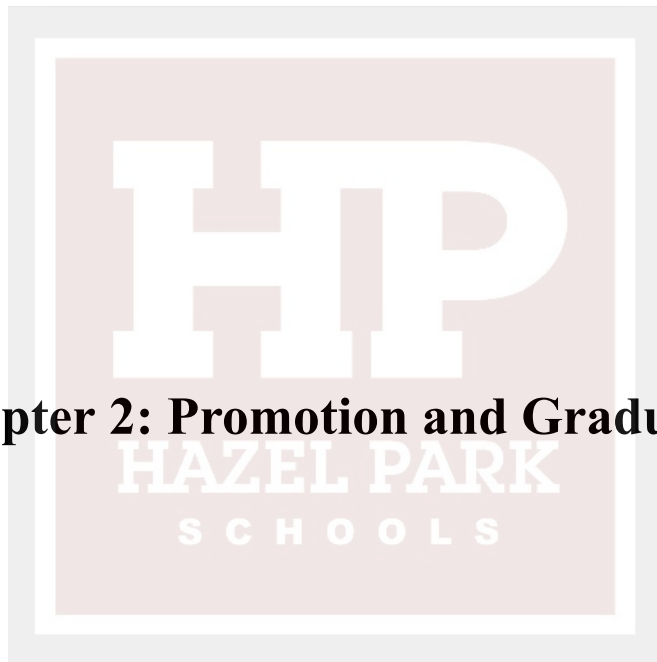
**Mandated reporters** are required to make a **report** of suspected abuse or neglect when they **have** reasonable cause to suspect that a child is a victim of child abuse under any of the following circumstances:

They are responsible for the child or work for an agency that is directly responsible for the child.

**Cross-References:**

~~NEOLA 8462 Student Abuse and Neglect~~

~~MCL 722.621 et seq~~



## **Chapter 2: Promotion and Graduation**

## GRADING PROCEDURES & POLICIES

### Grading & Promotion

School report cards are issued to students based on school schedule. For questions regarding grades, please see the classroom teacher.

The decision to promote a student to the next grade level or earn high school credit is based on successful completion of the curriculum, attendance, performance on standardized tests and other testing. A student will not be promoted based upon age or any other social reasons not related to academic performance. Decisions about student promotion are decided on an individual basis.

**Cross Reference:**

AG III-24. Grading

AG III-25. Graduation Requirements

### Elementary School:

Each marking period will be either nine or ten weeks in length. Semester classes will be made up of two marking periods. On report cards, grades will be listed for each marking period, the final exam, and the final grade. It is the final course grade that determines the GPA. The teacher uses evidence from student work to determine if that child is:

- 1 = Not meeting expectations
- 2 = Approaching expectations
- 3 = Meeting expectations
- 4 = Exceeding expectations

Special subjects (Art, Physical Education, Music & STEAM) will report progress twice a year at the end of each semester.

### Junior High:

Each marking period will be nine weeks in length. Semester classes will be made up of two marking periods. A student must initiate a grade change with a building administrator. See the Appeal & Grievance Procedures for Non Disciplinary Decisions.

### High School:

Each marking period will be 8-10 weeks in length. Semester classes will be made up of two marking periods. A student must initiate a grade change with their counselor by the third Friday of the following semester. The correction is to be completed by the end of the semester following the receipt of the original grade.

## GRADUATING SENIORS NEED TO COMPLETE THIS PROCESS BY THE END OF THE FIRST SEMESTER.

On report cards, grades will be listed for each marking period, the final exam (if given), and the final grade. It is the final course grade that determines the GPA. See the Appeal & Grievance Procedures for Non Disciplinary Decisions.

### Grading Scale:

97.0-100	A+	73.0-76.99	C
93.0-96.99	A	70.0-72.99	C-
90.0-92.99	A-	67.0-69.99	D+
87.0-89.99	B+	63.0-66.99	D
83.0-86.99	B	60.0-62.99	D-
80.0-82.99	B-	0.00-59.99	E
77.0-79.00	C+		

### GPA Calculation for High School & Junior High School:

A = 4.0	A- =3.7		
B+ = 3.4	B = 3.0	B- =2.7	
C+ = 2.4	C = 2.0	C- =1.7	
D+ = 1.4	D = 1.0	D- =.07	
E = 0			
I=INCOMPLETE	NC=NO CREDIT	W=WITHDRAWN 0	

### AP Course GPA Calculation (High School):

A+ = 4.4	A = 4.4	A- = 4.0
B+ = 3.7	B = 3.4	B- = 3.0
C+ = 2.7	C = 2.4	C- = 2.0
D+ = 1.7	D =1.4	D- = 1.0
E=0	W=0	

### Graduation Honors - Honor Cord

#### Single color

#### Academic:

(3.3 GPA or higher, with at least three full credits or 2 year successful completion of the program )

- **Performing Arts (Band, Choir, Drama): Purple**
- **Technical (CTE, Chrysler & OSTC):**
  - **CTE Vocational/Business: Black**
  - **Chrysler: Red**
  - **OSTC: Blue & Green**
- **English: White**
  - **Yearbook: Teal Blue**
- **Mathematics: Gold**
- **Science: Green**
- **Social Studies: Silver**
- **World Language: Blue**
- **Art: Orange**

#### Stoles and Sashes:

- **National Honor Society - White stole with NHS Insignia**
- **National Technical Honors Society - White sash**

#### Tassels & Medallions:

- **Cum Laude (3.0–3.499 GPA): Silver Tassel**
- **Magna Cum Laude (3.5–3.749 GPA): Blue Tassel**
- **Summa Cum Laude (3.75 or higher GPA): Gold Tassel**
- **Valedictorian and Salutatorian: Honors Medallion**

- **Physical Education: Bronze**

#### Multi-color

#### Extracurricular & Co-curricular:

- **DECA Club: Royal Blue & White**
- **National Art Honor Society: Rainbow**
- **NHS Service & Leadership: Sky Blue & Gold**
- **NTHS: Purple & White**
- **Science Olympiad or Robotics: Dark Green & White**
- **Student Council: Whisper Grey & Maroon**
- **Class Officers: Black & Gold**
- **International Thespian Society: Gold & White**
- **Superintendent Advisory: Silver & White**
- **Marching Band: Maroon & Blue**

## **Credit for Alternative Courses and Programs**

Students should not assume that the credit opportunities described below will always result in earned credit towards graduation or course prerequisites. Students should first discuss the matter with a guidance counselor or administrator.

### **Virtual and Distance Learning**

Virtual learning is completed through a computer-based internet-connected learning environment and may be offered at a supervised school facility during the day as a scheduled class period, through distance learning, or through self-scheduled learning where students have some control over the time, location, and pace of their education.

A student enrolled in virtual or distance-learning course may receive credit for work completed, provided that the course meets ALL of the following requirements:

1. Is capable of generating a credit or grade.
2. Is not a course in which the student has previously gained credit.
3. Is taught by a teacher who holds a valid Michigan teaching certificate [and who] is responsible for determining appropriate instructional methods for each pupil, diagnosing learning needs, assessing pupil learning, prescribing intervention strategies, reporting outcomes, and evaluating the effects of instruction and support strategies.

### **Summer School and Independent Study**

A student will receive high school credit for successfully completing: (1) any course given by an institution accredited by the North Central Association of Colleges and Secondary Schools.

### **Dual Enrollment Courses**

A student who successfully completes a dual enrollment course may receive credit at both the college and high school level.

## Foreign Language

A student who has demonstrated proficiency in a foreign language outside of a public or private high school curriculum shall be granted credit. Proficiency may be demonstrated by a competency test or other criteria established by the board. The amount of credit will be based on foreign language proficiency achieved.

### Cross Reference:

Article III Section 8. Students with Limited English Proficiency.

## Testing Out

According to the Michigan Merit Curriculum Law, Section 380.1278(a)(4)(c), "a school district or public school academy shall also grant a student credit if the student earns a qualifying score, as determined by the department, on the assessments developed or selected for the subject area by the department or the student earns a qualifying score, as determined by the school district or public school academy, on 1 or more assessments developed or selected by the school district or public school academy that measure a student's understanding of the subject area content expectations or guidelines that apply to the credit."

The following policy statements will apply:

1. This policy will apply equally to all students at **Hazel Park High School**.
2. Course requirements will be satisfied if a student receives an 80% or better on the test.
3. Earning an 80% or better on the test will count toward the fulfillment of a requirement of a subject area or a course sequence.  
No letter grade will be earned by testing out of a course. A grade of 80% or better will provide a pass (P) notation on the transcript.
4. If students earn a "pass" notation in this course, they cannot subsequently request individual assessment for a prior course in the sequence, or enroll in a lower course in the same subject sequence.

If students wish to "test out," they must complete a request form and return to Hazel Park High School no later than the second Friday in November for the test out in January or the second Friday in May for the test out in August.

Hazel Park High School

Graduation Checklist

Counseling Department



Below is a checklist of the graduation requirements.

Currently you are:

On track for Graduation

Not on track for Graduation

(see next box)

Opportunities to recover credits:

Credit Recovery

Cyber School

Summer School

Support Resources:

Before/After school tutoring

MTSS

**4 English Credits**

- 9<sup>th</sup> English A
- 10<sup>th</sup> English A
- 11<sup>th</sup> English A
- 12<sup>th</sup> English A
- 9<sup>th</sup> English B
- 10<sup>th</sup> English B
- 11<sup>th</sup> English B
- 12<sup>th</sup> English B

**3 Social Studies Credits**

- US History A
- World History A
- Civics
- US History B
- World History B
- Economics

**4 Math Credits**

- Algebra 1A
- Geometry A
- Algebra 2A
- Senior Math .5 credit
- Algebra 1B
- Geometry B
- Algebra 2B
- Senior Math .5 credit

**3 Science Credits**

- Biology A
- Biology B

***Complete 2 of the following 3 courses:***

- Chemistry A
- Physics A
- Other Science A
- Chemistry B
- Physics B
- Other Science B

**1 Visual, Performing, or Applied (VPA) Credit**

- .5 credit
- .5 credit

**1 PE / Health Credit**

- PE .5 credit
- Health .5 credit

**2 World Language Credits**

- Language 1A
- Language 2A
- Language 1B
- Language 2B

**4 Elective Credits**

- Computer applications (required)
- 0.5    0.5    0.5    0.5
- 0.5    0.5    0.5

**Your current credit total:** \_\_\_\_\_

**A total of 22 out of 24 credits are required for graduation.**

You still need \_\_\_\_\_ credits to graduate.

You need to make up \_\_\_\_\_ credits outside of the regular school day. See "opportunities to recover credits" box above.

**Early Graduation**

Students who will have successfully completed graduation requirements after seven (7) semesters may petition to graduate. Applications must be submitted to the principal prior to the first Friday in December.

Early graduates must take full responsibility to make arrangements with the high school office for anything pertaining to the graduation ceremony (*i.e.*, announcements, cap and gown rental, graduation practices).

Any student enrolled in an off-campus course to fulfill graduation requirements must show documentation of such course(s) by the last day of the seventh semester. Failure to produce this documentation will result in denial of the early graduation petition.

The student and a parent will schedule a conference with the principal and the graduating senior's counselor before the last week in December of the student's seventh semester. At the conference the student should be prepared to justify his/her request to graduate early.

**Cross-reference:**

AG III-25. Graduation Requirements

AG III-25. Graduation Requirements : Early Graduation

## Personal Curriculum

The Personal Curriculum (PC) is a Michigan Department of Education (MDE) endorsed process, permitting modification of specific credit requirements and/or content expectations based on the individual learning needs of a student. It is designed to serve students who want to accelerate or go beyond the Michigan Merit Curriculum (MMC) requirements and students who need to individualize learning requirements to meet the MMC requirements. For more information from MDE about personal curriculums, please [click here](#).

In April 2006, Public Acts 123 & 124 were passed and beginning with the class of 2011, they specified 16 credits which are a minimum required to graduate from a Michigan public high school. For the class of 2016, two credits of a language other than English are added for a minimum of 18 credits. Public Act 204 allows modifications to these credits through a personal curriculum. A high school diploma may be awarded to a pupil who successfully completes his or her personal curriculum even if it does not meet the requirements of the Michigan Merit Standards.

### HPS Personal Curriculum

- Complete Student Information Section**
- Indicate reason for request of Personal Curriculum:**
  - General Enhanced
  - General Modified
  - IEP
  - Transfer
- Obtain Consent of person requesting Personal Curriculum:**
  - Indicate the following [OFFICE USE ONLY: Received By/Meeting Date/Parent Notification Date]
- Provide RATIONALE FOR PERSONAL CURRICULUM (GENERAL ENHANCED OR IEP ONLY)**  
*{MUST INCLUDE RELEVANT INFORMATION DIRECTLY LINKED TO IEP}*
- Team Meeting:**
  - Participants: School Counselor/Parent/Legal Guardian/Student/General Education Teacher
  - Special Education Include: Special Education Teacher, School Psychologist*
- Complete Personal Curriculum Plan:**
  - Check Box: Modifications Requested
  - Obtain Participant Signatures
  - Review Evaluation Information: [Counselor + School Psychologist]
  - Check Box: Determine if Student is Eligible for Personal Curriculum
  - Check Box: Courses to be modified that will be aligned with the Personal Curriculum
  - Specify how each individual course will be modified: Alternate Course **and/or** Curriculum Modification
- Quarterly Progress Updates:**  
 Public Law 204 Section 5(d) states: "The pupil's parent or legal guardian shall be in communication with each of the pupil's teachers at least once each calendar quarter to monitor the pupil's progress towards the goals contained in the pupil's personal curriculum."
  - Indication: Report Cards will be provided as Quarterly Progress Updates. (HPS)
  - Indication: Progress Reports/Report Cards will be provided as Quarterly Progress Updates (Advantage)
    - Parent/Legal Guardian Initial at meeting
- Personal Curriculum Revisions:**  
 Public Law 204 Section 5(e) states:  
 "Revisions may be made in the personal curriculum if the revisions are developed and agreed to in the same manner as the personal curriculum."  
*\*Personal Curriculums should be reviewed on an annual basis.*
  - Parent/Legal Guardian Initial at meeting
- Obtain Signatures of Agreement**

**District Commitment**

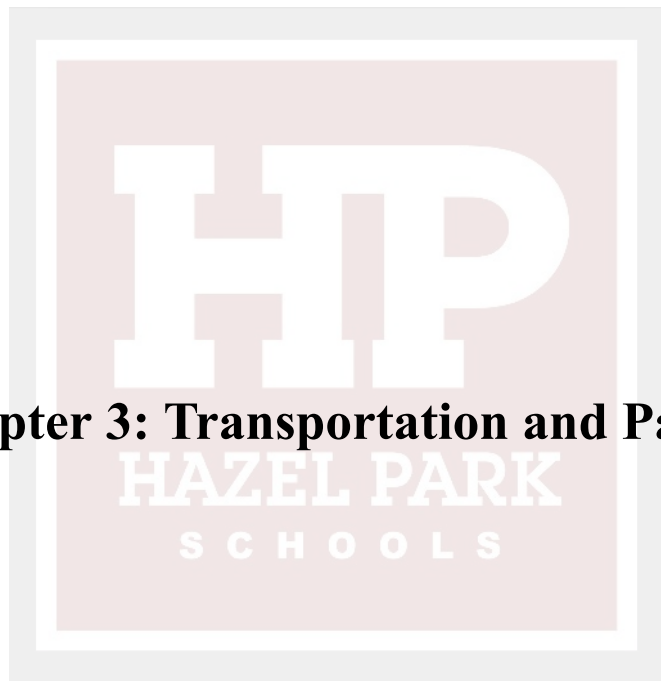
- General Education: Forward to Executive Director of Executive Director of Teaching, Learning & Equity
  - Curriculum Department Review
  - Curriculum Department will forward to Superintendent for final signature**
- Special Education: Forward to Executive Director of Student Services
  - Student Services Review
  - Student Services Department will forward to Superintendent for final signature**

**Retain copy of current Personal Curriculum in CA-60**

**Complete Personal Curriculum requirement in MiStar**

- Menu: Programs: Student Program History: Add Button: Drop Down Box - Personal Curriculum*
- This will indicate ↑ in PROGRAMS next to the hand*

Hazel Park City School District - 23/24 DISTRICT						
Age	Grade	Ethnicity	Track	Programs	Entry	Exit ReEnroll Status
11	6	Black or African American	T 07829	👉	8/14/2023	Not Started



## **Chapter 3: Transportation and Parking**

**Bike Rules & Regulations - Elementary**

- Elementary students will be allowed to ride bikes to school; While we encourage our bike riders to be in grades 4 & 5, it is up to the discretion of parents whether or not their child will be allowed to ride a bike. Scooters will not be permitted.
- Bikes must be locked to the bike rack; The school is not liable for any stolen bikes.
- Student bike riders must wear helmets.
- Students must walk their bikes, once on school grounds.
- Noncompliance with rules on school property, may mean the suspension of bike riding privileges.
- The district will offer a bike safety class/ride in the spring.

If students do not bring a lock to school, the bike will be brought inside the building and one warning will be given. After that, parents will need to pick up the bike.

If a student does not wear a helmet to school, the student will receive one warning. After that, parents will need to pick up the bike.

If a student has three violations regarding locks or helmets, the student will lose the privilege and can no longer ride a bike to school.

**Bike Rules & Regulations - Secondary**

- Students are allowed to ride bikes and scooters to school.
- Bikes must be locked to the bike rack;
- Students must walk their bikes, once on school grounds.
- Noncompliance with rules on school property, may mean the suspension of bike riding privileges.
- The school is not liable for any stolen bikes or scooters.

**Bus Conduct**

Students are expected to follow all school rules when riding the school bus. A student may be suspended from riding the bus for engaging in gross disobedience or misconduct, including but not limited to, the following:

1. Violating any school rule or school district policy.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of a directive from a bus driver or other supervisor.
6. Such other behavior as the building principal deems to threaten the safe operation of the bus and/or its occupants.

An adult must be present whenever students with special needs are dropped off or the child will be brought back to the student's school and it will be the responsibility of the parent/guardian to pick the student up from school immediately.

Cross Reference:  
APPENDIX A STUDENTS CODE

## Parking

### Visitor Parking

The school has designated parking locations available for school visitor parking. Please see your student's school to learn more about the designated parking location.

Those dropping off and picking up children may do so based on the drop off and pick locations designated by your student's school.

Vehicles MAY NOT be parked or located in the bus lanes, fire lanes or drop-off lanes at ANY TIME. Bus lanes and fire lanes are clearly marked. Vehicles located in these locations may be ticketed and/or towed by the police.

Students should exit vehicles on the curbside of the vehicle. Vehicles should not cut through parking spaces in parking lots. At no time should any person encourage a student across a busy parking lot. All elementary students should be escorted by an adult across any lanes of traffic. Adults should always set a positive example in front of students. Adults should exhibit self control in the parking lot setting and refrain from causing any disruption.

### High School Student Parking: High School Campus

Students may park their vehicles in the lot designated on Felker between the hours of 7:00am and after sports activities . Vehicles must be parked between the painted lines, and must be driven under the speed limit of 10 miles per hour while in the lot. Vehicles should be driven safely and must yield to pedestrians. Vehicles parked outside painted lines or designated parking spots may be ticketed or towed at the discretion of the school, at the vehicle owner's expense. Students caught driving recklessly in the parking lot may be subject to disciplinary action.

The lot located on Hughes St. is designated for school staff, personnel, and others designated by administration. These lots MAY NOT be used by students at any time. Student vehicles parked in these lots may be ticketed or towed at the discretion of administration.

The school is not responsible for student vehicles, any possessions left in them, or anything attached to the vehicles. **STUDENTS PARK THEIR VEHICLES ON OR NEAR SCHOOL PROPERTY AT THEIR OWN RISK.** Students should be aware their vehicles are not protected in any way while in the parking lot, and items of value should not be left in or near the vehicle while unattended.

Students have no reasonable expectation of privacy in vehicles parked on school grounds. School lots are regularly searched by contraband dogs, administration, and police officers. Students should be aware that items and spaces on school grounds are subject to view by others. Based on the reasonable suspicion standard, vehicles parked on school grounds may be subject to search. Prohibited items discovered during the course of a search may result in discipline, including, but not limited to, expulsion from school, as well as referral to law enforcement.

Vehicles MAY NOT be parked or located in the bus lanes or fire lanes at ANY TIME. Bus lanes and fire lanes are clearly marked. Vehicles located in these locations may be ticketed and/or towed by the police.

Video cameras may be active in parking lots and may be used for the purposes of investigation into student misconduct. Discipline for misconduct includes all disciplinary measures in the student discipline code and/or withdrawal of parking privileges.

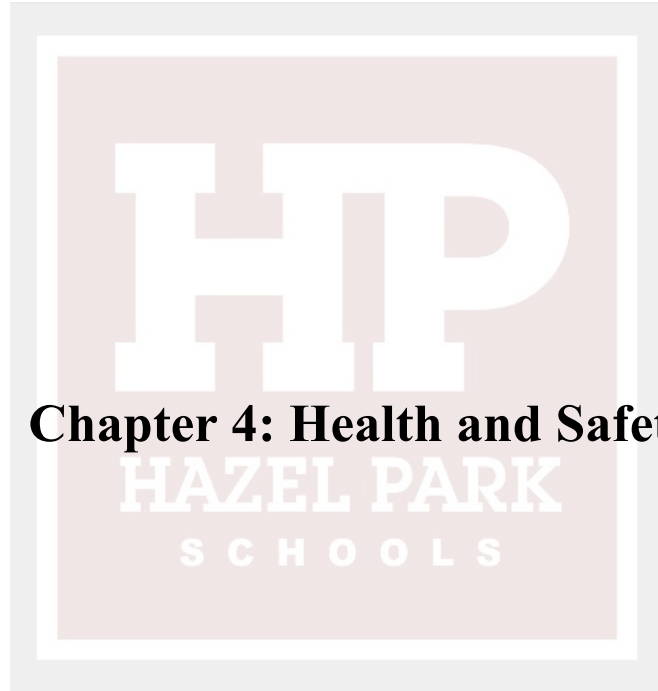
#### Cross Reference:

APPENDIX A STUDENTS CODE

AG IV-15. Search and Seizure.

APPENDIX A STUDENTS CODE: Vehicle Usage

AG VII-14. Acceptable Use Policy: Technology and Internet Safety



## **Chapter 4: Health and Safety**

**Bike Safety**

See Bike Rules & Regulations

**Chronic Medical Conditions****Care of Students with Diabetes**

If your child has diabetes and requires assistance with managing this condition while at school and school functions, a Diabetes Medical Management Plan signed by a health care provider should be submitted to the school principal. Parents/guardians are responsible for and should:

- a. Inform the school in a timely manner of any change which needs to be made to the Diabetes Medical Management Plan on file with the school for their child.
- b. Inform the school in a timely manner of any changes to their emergency contact numbers or contact numbers of health care providers.
- c. Sign the Diabetes Medical Management Plan.
- d. Grant consent for and authorize designated school personnel/district nurse to communicate directly with the health care provider whose instructions are included in the Diabetes Medical Management Plan.

Your child may also be eligible for an individualized Section 504 Plan to provide needed support and accommodations so he/she can access educational programs and services. For further information, please contact the Building Principal.

**Cross-Reference:**

Article IV Section 4: NonDiscrimination

AG IV-20.Medications

AG III-6.Special Education

Americans with Disabilities Act of 1990 (ADA)

Individuals with Disabilities Education Act (IDEA)

Family Educational Rights and Privacy Act (FERPA)

**Care of Students with Asthma**

If your child has asthma and requires assistance with managing this condition while at school and school functions, an Asthma Action Plan and a Medication Authorization Form signed by a health care provider should be submitted to the school principal. Parents/guardians are responsible for and should:

- a. Inform the school in a timely manner of any change which needs to be made to the Asthma Action Plan on file with the school for their child.
- b. Inform the school in a timely manner of any changes to their emergency contact numbers or contact numbers of health care providers.
- c. Sign the Asthma Action Plan and the Medication Authorization Form.
- d. Grant consent for and authorize designated school personnel/district nurse to communicate directly with the health care provider whose instructions are included in the Asthma Action Plan.

Your child may also be eligible for an individualized Section 504 Plan to provide needed support and accommodations so he/she can access educational programs and services. For further information, please contact the Building Principal.

## Care of Students with Seizures

If your child has a history of seizures and requires assistance with managing this condition while at school and school functions, a Seizure Action Plan signed by a healthcare provider should be submitted to the school principal. Parents/guardians are responsible for and should:

- a. Inform the school in a timely manner of any change which needs to be made to the Seizure Action Plan on file with the school for their child.
- b. Inform the school in a timely manner of any changes to their emergency contact numbers or contact numbers of health care providers.
- c. Sign the Seizure Action Plan.
- d. Grant consent for and authorize designated school personnel/district nurse to communicate directly with the health care provider whose instructions are included in the Seizure Action Plan.

Your child may also be eligible for an individualized Section 504 Plan to provide needed support and accommodations so he/she can access educational programs and services. For further information, please contact the Building Principal.

## Students with Severe Food Allergy or Chronic Illness

If your student has a life-threatening allergy or life-threatening chronic illness, please notify the building principal.

Federal law protects students from discrimination due to a disability that substantially limits a major life activity. If your student has a qualifying disability, an individualized Section 504 Plan will be developed and implemented to provide the needed support and accommodations so that he/she can access educational programs and services. The School District's Section 504 Policy is available at [www.hazelparkschools.org](http://www.hazelparkschools.org).

Not all students with severe allergies or chronic illnesses may be eligible for a Section 504 Plan. Our School District also may be able to appropriately meet a student's needs through other means.

## Epi-Pens

### 5330.01 - Epinephrine Auto-Injectors

Students who are prescribed epinephrine to treat anaphylaxis shall be allowed to self-possess and self-administer the medication if they meet the conditions as stated in Policy 5330.

Each school in the District shall have at least two (2) epinephrine auto-injectors (Epi-Pens) available at the school site.

### Students to Whom Injections May Be Administered

The school registered nurse or trained and authorized employees under this policy may administer Epi-Pen injections to **1)** any student who has a Medication Authorization Form on file with the District, in accordance with the directives in such Medication Authorization Form, and **2)** any individual on school grounds who is believed to be having an anaphylactic reaction.

#### Cross-Reference:

Article IV Section 4: NonDiscrimination

AG IV-20.Medications

AG III-6.Special Education

Americans with Disabilities Act of 1990 (ADA)

Individuals with Disabilities Education Act (IDEA)

Family Educational Rights and Privacy Act (FERPA)

## Suicide and Depression Awareness and Prevention

Youth suicide impacts the safety of the school environment. It also affects the school community, diminishing the ability of surviving students to learn and the school's ability to educate. Suicide and depression awareness and prevention are important goals of the school district.

The school district maintains student and parent resources on suicide and depression awareness and prevention. Much of this information, including a copy of the school district's policy, is posted on the school district website. Information can also be obtained from the school office.

Cross-Reference:  
APPENDIX A STUDENTS CODE

## Immunizations

All students must be properly immunized at the time of registration or not later than the first day of school pursuant to the Michigan Department of Health and Human Services (MDHHS) regulations. A student enrolling in the District for the first time or enrolling in grade 7 for the first time shall submit one of the following:

1. A statement signed by a physician that the student has been tested for and immunized or protected against diseases specified by the director of MDHHS.
2. A statement signed by a parent/guardian to the effect that the student has not been immunized because of religious convictions or other objection to immunization.
3. A statement signed by a physician that certifies that the student is in the process of complying with all immunization requirements.

Cross Reference:  
APPENDIX A STUDENTS CODE

## Student Medication

Taking medication during school hours or during school-related activities is prohibited unless it is necessary for a student's health and well-being. When a student's licensed health care provider and parent/guardian believe that it is necessary for the student to take medication during school hours or school-related activities, the parent/guardian must request that the school dispense the medication to the child by completing a School Medical Authorization Form.

No school, district employee or school registered nurse is allowed to administer to any student, or supervise a student's self-administration of, any prescription or non-prescription medication until a completed and signed School Medication Authorization Form is submitted by the student's parent/guardian. This does not include the emergency administration of an epinephrine auto-injector (EpiPen®) by a trained school, district employee, or school registered nurse as provided under state law.

## Self-Administration of Medication

A student may possess an epinephrine auto-injector (EpiPen®) and/or an asthma inhaler prescribed for use at the student's discretion, provided the student's health care provider and parent/guardian has completed and signed a School Medication Authorization Form. The school and district shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication or epinephrine auto-injector or the storage of any medication by school personnel or school registered nurse. A student's parent/guardian must agree to indemnify and hold harmless the school district and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine auto-injector and/or asthma inhaler, or the storage of any medication by school personnel or school registered nurse.

### ~~Cross-References:~~

~~Article IV Section 4: NonDiscrimination~~

~~AG IV-20: Medications~~

~~AG III-6: Special Education~~

## Head Lice

The school will observe the following protocols regarding head lice.

1. The student's parent/guardian is required to notify the school office if their child is suspected of having head lice.
2. Infested students will be sent home following notification to the parent/guardian.
3. The school will provide written instructions to the parent/guardian regarding appropriate treatment for the infestation. Nit-Free
4. A student excluded because of head lice will be permitted to return to school only when the parent/guardian brings the student to school to be checked by the designated staff member and the child is determined to be free of the head lice and eggs (nits). Infested children are prohibited from riding the bus to school until it is determined by school officials he/she is free of head lice.

### ~~Cross-references:~~

~~Michigan Head Lice Manual~~

For further information on student health issues, please reference the current District Nurse Health manual.

## When to Keep your Student Home

### Toilet Training

Students expected to arrive clean and dry. Family to provide supplies.

### Epinephrine Auto-Injectors (Epi-Pens)

**Student Possession and Use.** Students may possess and, if necessary, use epi-pens on School District premises and at school-related activities, programs and events if the following three conditions are met:

1. The student has permission to use the epi-pen from his or her physician and, if the student is a minor, from his or her parent(s);
2. The building administrator has received a copy of the necessary written permissions; and
3. The school has on file a written emergency care plan (or IEPT Report or 504 Plan that includes a written emergency care plan, however designated) prepared or approved by a licensed physician in collaboration with the student and the student's parent(s) that is updated as necessary to account for any change in the student's circumstances.

The building administrator will notify each teacher of each student in his or her classroom who is permitted to possess and use an epi-pen pursuant to this regulation.

**School District Acquisition and Maintenance.** The School District will acquire and deliver at least two otherwise unassigned functioning epi-pens to each school building. The building administrator is responsible for maintaining the epi-pens at his or her building, making them readily accessible to designated staff members and notifying the Superintendent if the building administrator believes the necessary number of epi-pens is not available or functional.

**Training and Designation.** The School District is responsible for training a sufficient number of staff members in each school to properly administer epi-pens, as follows: at least one staff member if the instructional and administrative staff is less than 10; and, at least two staff members if the instructional and administrative staff is more than 10. All training will be supervised, evaluated and approved by a licensed registered professional nurse. The building administrator is responsible for designating the necessary number of staff members to administer epi-pen injections on school grounds. The building administrator is also responsible for informing other school personnel which staff members have been designated to administer epi-pen injections on school grounds and for notifying the Superintendent if there are an insufficient number of trained or designated staff members in the building.

**Administration of Epi-Pen Injectors.** Designated staff members who have been trained in accordance with these procedures are required to administer an epi-pen injection to any person on school grounds who is believed to be suffering an anaphylactic reaction. An anaphylactic reaction is a severe, potentially life-threatening allergic reaction that may occur within seconds or minutes of exposure to an allergen. Common allergens that cause anaphylactic reactions in school include, but are not limited to, peanuts and tree nuts and venom from bee stings. All administrators and teachers are required to notify a designated staff member in the event they believe an individual on school grounds is suffering an anaphylactic reaction.

**Reporting.** The building administrator is required to notify the parent of any student who receives an epi-pen injection at school. Notification is to be made to the Superintendent and the School District's Nurse at the same time. The Superintendent designates School District's Nurse to annually report to the Michigan Department of Education the number of epi-pen injections provided to students at school each year; the number of epi-pen injections to such students who were not previously known to have allergies; and, the number of students who were administered epi-pens from the School District's stock of epi-pens.

## Cardiac Emergency Response Plan

**Introduction.** This regulation was adopted to comply with [2014 PA 12](#). Sudden cardiac arrest is the sudden, unexpected loss of heart function, breathing, and consciousness. Sudden cardiac arrest is a medical emergency. If not treated immediately, it causes sudden cardiac death. Sudden cardiac arrest symptoms are immediate and drastic and may include sudden collapse, no pulse, no breathing or loss of consciousness. Sometimes sudden cardiac arrest is preceded by fatigue, weakness, palpitations or vomiting. Other times, sudden cardiac arrest occurs without warning. Reference: [Mayo Clinic Website](#).

**Equipment.** The School District will purchase and maintain a sufficient number of automated external defibrillators (AEDs) so that an AED is available on school grounds within three minutes of a sudden cardiac arrest at school. AEDs will be purchased from or through a supplier listed on the [Michigan Department of Education's \(MDE\) list of Approved Providers for First Aid and CPR](#). Each building principal will be responsible for: notifying his or her supervisor when a sufficient number of AEDs are not available or not in working order; and informing staff members where AEDs are located. Each building principal will be responsible for posting the locations of AEDs in a public place in the office and in the teachers' lounge.

**Training.** All building administrators, 50% of sports coaches, 50% of physical education teachers, and 10% of other staff members will be trained and certified in cardiopulmonary resuscitation techniques (CPR) and the use of AEDs. The School District will be responsible for securing and arranging the necessary training from or through a supplier listed on [MDE's list of Approved Providers for First Aid and CPR](#). Each building principal will be responsible for informing all school staff members of the identities of trained staff members and informing the principal's supervisor if the number of trained staff members falls below the requirements of this regulation. The building principal will be responsible for

conducting at least one cardiac emergency response drill per year.

**Emergency Response Team.** Each school's cardiac emergency response team will consist of the building principal, or his or her designee, any trained or untrained staff member who observes any person who may be experiencing sudden cardiac arrest at school, and any trained or untrained staff member who is notified, as required by this regulation, that any person may be experiencing sudden cardiac arrest at school.

**Required Actions.** An untrained staff member who observes a student or other person who may be experiencing sudden cardiac arrest at school must immediately: call 911 and notify the operator of the victim's name, sex, age or approximate age, condition, and location; notify the office; notify a trained staff member; and retrieve the nearest AED.

A trained staff member who observes a student or other person who may be experiencing sudden cardiac arrest at school must immediately: call 911 (and report to the operator as described above); notify the office; and attend to the victim according to his or her training.

Building administrators, upon observing or being notified that a student or other person may be experiencing sudden cardiac arrest at school, must immediately: call 911 (and report to the operator as described above); secure the emergency card (in the case of a student); report to the scene of the emergency with an AED and any medication prescribed for the student; and attend to the victim according to their training. The building principal must notify the family of any student who may have experienced a sudden cardiac emergency at school.

All staff members are responsible for removing students from the area of the emergency and taking steps to provide for their appropriate supervision.

**Report.** The building principal must report all incidents of suspected sudden cardiac arrest, in writing, to the Superintendent or designee.

**MI HEARTSafe School Award Program.** Building principals may apply for, obtain, and maintain designation as a MI HEARTSafe School.

**Annual Review and Evaluation.** Annually, each building administrator will review this regulation with building staff and, if warranted, provide their supervisor with recommendations for revision.

**Surveillance.** The Superintendent authorizes surveillance to improve the safety and security of School District staff, students, premises, and equipment. Surveillance may include: observation by School District staff; observation by law enforcement personnel; video surveillance devices; and other monitoring School District equipment, including computers and networks. School District surveillance will be within all applicable legal requirements.

**Sports Concussions.** The School District's [position] is responsible for making available to physical education teachers and the coaches of extracurricular athletic activities, educational materials that address the signs, symptoms, and consequences of concussions. Students may not be permitted to participate in a physical education class or extracurricular athletic activity until the receipt of such education materials has been acknowledged by the student and the student's parents. The building principal will maintain the signed receipt in the student's CA-60.

**Do-Not Resuscitate (DNR) Orders and POST Forms.** An individual who either determines a declarant is wearing a DNR identification bracelet or has actual notice of a declarant's DNR order is prohibited from attempting to resuscitate the declarant before a health professional, as defined under [section 11](#) of the [Michigan Do-Not-Resuscitate Procedure Act, MCL 333.1051, et seq.](#) (Act), arrives at the declarant's location. This paragraph applies to declarants who are minor children enrolled and located at school.

**Revocation.** A declarant may revoke a DNR order executed by the declarant or a person acting on the declarant's behalf at any time and in any manner the declarant is able to communicate. If the declarant's revocation is not in writing, any person who observes the declarant's revocation will: sign a written statement describing the circumstances of the revocation; deliver a copy to the declarant's attending physician or delegatee as the terms are defined under [section 2](#) of

the Act and [MCL 333.16215](#), respectively; and to the administrator or designee of the declarant's school. A revocation of a DNR order is binding upon another person at the time that person receives actual notice of the revocation.

A parent may revoke an order on behalf of a declarant at any time by issuing the revocation in writing and providing actual notice of revocation by delivering the document to, among others, the administrator or designee of the declarant's school.

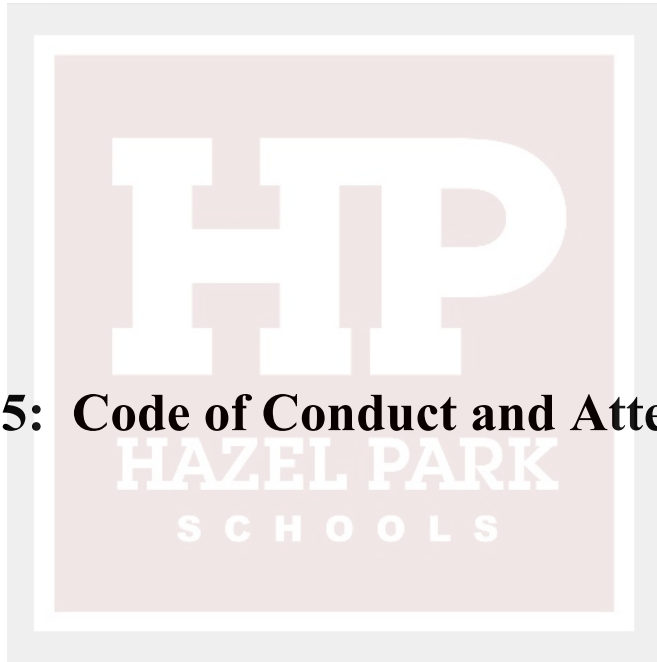
**Probate Court Petition.** In the event a person interested in the welfare of a declarant or ward believes a DNR order has been executed contrary to the wishes of the declarant or the best interests of the ward, the person may petition the probate court to have the order and the conditions of its execution reviewed.

**Storage of DNR Orders.** An administrator or designee who receives a copy of a DNR order or a POST form, or a revocation of either, for an enrolled student will do all of the following:

- Immediately place the DNR order or revocation in a file created specifically for such documents and the POST form or revocation in a file created specifically for such documents, in the manner and location determined by the administrator.
- If the administrator or designee receives a DNR order or POST form during the immediately preceding school year, the administrator or designee must contact the student's parent at the beginning of the school year to determine if the DNR order or POST form is still in effect and, if applicable, request an updated POST form.
- Provide actual notice, of a DNR order or POST form, or the revocation of a DNR order, as defined under [section 10](#) of the Act, or POST form to each teacher or other school employee who provides instructional or non instructional services directly to the student.

**Training.** Upon a school's receipt of a DNR order, the Board will ensure timely and appropriate training regarding compliance with the order to teachers or other School District employees who provide services to the student, according to each employee's level of responsibility.

This administrative regulation is promulgated pursuant to the [Act](#) and sections [1180](#) and [1181](#) of the Revised School Code.



**Chapter 5: Code of Conduct and Attendance**

**Rights & Responsibilities  
Code Of Student Conduct**

1. Students Rights and Responsibilities
2. Violations of the Code of Student Conduct
  - a. Disciplining Students with Special Education Needs
  - b. Level I Violations
  - c. Discipline Procedure - Level I Violations
  - d. Level II Violations
  - e. Discipline Procedure - Level II Violations
  - f. Level III Violations
  - g. Discipline Procedure - level III Violations
  - h. Statutory Violations
3. Disciplinary Procedures
  - a. Due Process
4. Appeal and Grievance Procedures
  - a. Charters
  - b. Grievance Procedure
5. Bullying and Harassment
6. School Attendance

**INTRODUCTION:** Hazel Park School Code of Conduct

The vision of the Hazel Park School District is to inspire and empower all learners to achieve excellence. One major pillar to support our vision is to maintain a positive culture and climate focused on learning. The responsibility of developing and maintaining a secure and productive teaching and learning environment is the obligation of each member of the school community, including the students, staff, parents, and community members.

The policies and procedures emphasize collaborative problem solving and offer opportunities for students and adults to develop lasting skills to manage anger and conflict. Hazel Park School District is committed to using a variety of proactive and student-focused strategies to promote a positive school climate based on:

- Implementation of evidence-based strategies for social and emotional learning such as Positive Behavioral Interventions and Supports (PBIS) and restorative practices. Integration of social and emotional learning and other evidence-based prosocial development practices into the school culture, supporting and sustaining them as vital elements of the school operations.
- Collecting and effectively utilizing data—including discipline and academic performance records, truancy data, student and stakeholder surveys, and other relevant measurements—for ongoing formative evaluation of disciplinary processes and their Effectiveness.
- Using discretion afforded under zero tolerance laws and other regulations to reserve suspension and expulsion for only the most serious offenses such as those infractions required by law and deemed absolutely necessary.

Every school district is required by law to adopt a code, as set forth in the Revised School Code, MCL 380.1312(8):

***“A local or intermediate school district or a public school academy 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.”***

The information in the following pages explains the code of conduct of acceptable student behaviors and subsequent discipline policies and procedures of Hazel Park School District that will be used to ensure fair and equitable treatment for all members of our student population.

### **When and Where the Code of Student Conduct Applies**

The Code of Student Conduct applies before, during, and after school and whenever the student is engaged in a school-related activity. Each student is expected to follow this code of conduct:

“At school,” meaning 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.

When a student’s conduct at any other time or place has a direct and immediate effect on maintaining order and discipline, or on protecting the safety and welfare of students or school district staff.

When a student is using school telecommunications networks, accounts, or other district services.

### **Off Campus Events**

Students at school-sponsored, off-campus events and activities shall be governed by District rules and regulations and are subject to the authority of Schools Officials. Any conduct that adversely affects the school climate and has a direct and immediate adverse effect on the discipline or general welfare of the school, and/or its students is prohibited, as well as off-school property. Failure to obey the rules and regulations or failure to obey the lawful instructions of School Officials shall result in loss of eligibility to attend school-sponsored, off-campus events or activities and may result in suspension and/or other disciplinary measures as outlined in the Student Code of Conduct.

## SECTION I: Rights and Responsibilities in the School Community

Hazel Park School District is dedicated to creating and maintaining a positive learning environment for all students. All members of our learning community—including students, educators (teachers, administrators, and support personnel), and parents must assume a responsible role in promoting behavior that enhances academic and social success. Courteous, respectful, and responsible behavior fosters a positive climate for the learning community. Those responsibilities include, but are not limited to, the following:

**Students** (persons enrolled in grades K-12) have the responsibility to:

1. Take responsibility for your learning and recognize that it is a process.
2. Attend school regularly, arrive on time, and be prepared to learn.
3. Respect yourself and others in class, on school grounds, on buses, and at any school-related activity.
4. Respect the rights and feelings of fellow students, parents, educators (including teachers, secretaries, custodians, aides, paraprofessionals, and other school personnel), visitors, and guests.
5. Work within the existing structure of the school to address concerns.
6. Know and comply with school district rules and policies.
7. Participate in your learning communities, including helping formulate rules and procedures in the school, engaging in school-related activities, and fostering a culture of respect for learning and for others.

**Parents** have the responsibility to:

1. Take responsibility for your child's development as a learner by, as much as possible, providing a home environment suited for learning and developing good study habits.
2. See that your child attends school regularly and on time.
3. Provide for your child's general health and welfare as much as possible.
4. Teach and model respect for yourself, your child, and all members of the school community.
5. Support the school's efforts to provide a safe and orderly learning environment.
6. Know and support the school and district rules and policies and work within the existing structure of the school to address concerns.
7. Advocate for your child and take an active role in the school community.

The Code of Student Conduct sets forth student rights and responsibilities while at school and school-related activities, and the consequences for violating school rules. It defines behaviors that undermine the safety and learning opportunities for all members of the school community and favors actions that encourage positive behavior and learning over actions designed to punish.

When determining the consequences of student misconduct, school officials may use intervention strategies and/or disciplinary actions. Recognizing the importance of keeping students in school learning as much as possible, educators will consider the severity or repetition of misconduct, age and grade level of the student, circumstances surrounding the misconduct, impact of the student's misconduct on others in the school community, and any other relevant factors in determining how they will address misconduct.

In instances where school-issued responses to student misconduct have been administered, those decisions will not be discussed with any parent/guardian outside of the offending students' parent/guardian.

The Code of Student Conduct will be administered fairly, without partiality or discrimination.

The Code of Student Conduct does not diminish any rights under federal law (20 U.S.C. 1400 et seq.) of a student determined to be eligible for special education programs and services. Students with an Individualized Education Program (IEP) are responsible for following The Code of Student Conduct. As a consequence of a violation of The Code of Student Conduct by a student with an IEP, specific procedures may apply.

**STUDENT CONDUCT and STUDENT BEHAVIOR**

Respect for law and for those persons in authority shall be expected of all students. This includes conformity to school rules as well as general provisions of law regarding minors. Respect for the rights of others, consideration of their privileges, and cooperative citizenship shall also be expected of all members of the school community.

Respect for real and personal property; pride in one's work; achievement within the range of one's ability; and exemplary personal standards of courtesy, decency, and honesty should be maintained in the schools of this District.

The Superintendent shall establish procedures to carry out Board policy and philosophy, and shall hold all school personnel, students, and parents responsible for the conduct of students in schools, on school vehicles, and at school-related events.

Student conduct shall be governed by the rules and provisions of the Student Code of Conduct. This Code of Conduct shall be reviewed annually.

**STUDENT BEHAVIOR**

The Board of Education acknowledges that conduct is closely related to learning and that an effective instructional program requires an orderly school environment, which is, in part, reflected in the behavior of students.

The Board believes that the best discipline is self-imposed and that students should learn to assume responsibility for their own behavior and the consequences of their actions.

The Board shall require each student of this District to adhere to the Code of Conduct promulgated by the administration and to submit to such disciplinary measures as are appropriately assigned for infraction of those rules. Such rules shall require that students:

- A. Follow student code of conduct as defined by each school's PBIS behavior expectations.
- B. respect the person and property of others;
- C. preserve the degree of order necessary to the educational program in which they are engaged;
- D. respect the rights of others;
- E. recognize constituted authority and respond to those who hold that authority.

Teachers and other employees of this Board having authority over students shall have the authority to take such means as may be necessary to control the disorderly conduct of students in all situations and in all places where such students are within the jurisdiction of this Board and/or when such conduct interferes with the educational program of the schools or threatens the health and safety of others.

When administering disciplinary decisions, student discipline is at the discretion of the building admin., especially regarding students with Individualized Education Plans (IEPs), 504 Plans, Behavior Intervention Plans, and/or specific student circumstances will be taken into consideration.

While the following list of behaviors is not exhaustive of all behaviors, all student behaviors must conform to the board expectations outlined above.

**ELEMENTARY**

Distinctions between Minor and Major behaviors.

<b>MINOR (Classroom Managed)</b>	<b>MAJOR (Office Referrals)</b>
<b>Inappropriate Language</b>	
<p>Student indirectly uses inappropriate words or actions.</p> <ul style="list-style-type: none"> <li>● Inappropriate language toward teacher, staff, peers, verbal and/or written (ie, stupid, dumb, etc.)</li> <li>● Derogatory terms</li> <li>● Negative talk about peer, staff, or self</li> <li>● Inappropriate gestures (ie middle finger, sexual gestures, etc.)</li> </ul>	<p>Student uses inappropriate words or actions directed toward an adult or peer that interferes with teaching and learning.</p> <ul style="list-style-type: none"> <li>● Inappropriate language toward teacher, staff, peers, verbal and/or written (ie cursing, derogatory terms, etc)</li> <li>● Sexual harassment</li> <li>● Racially Explicit words</li> <li>● Threatening and/or intimidating language</li> <li>● Reoccurring minors</li> </ul>
<b>Physical Contact</b>	
<p>Student engages in non-serious, but inappropriate physical contact with a peer.</p> <ul style="list-style-type: none"> <li>● Bumping into each other or touching exposed hair/body</li> <li>● Tripping, pushing, pinching</li> <li>● Cutting in line</li> <li>● Throwing items in a non-aggressive way (pencil, paper, toy, ball, etc..)</li> <li>● Roughhousing</li> </ul>	<p>Actions involving serious physical contact with intent to harm where injury may occur.</p> <ul style="list-style-type: none"> <li>● Hitting/pushing with intent to harm</li> <li>● Choking</li> <li>● Biting</li> <li>● Punching</li> <li>● Scratching</li> <li>● Spitting</li> <li>● Fighting</li> <li>● Hair Pulling</li> <li>● Recurring minors</li> <li>● Throwing items in an aggressive way</li> </ul>
<b>Disrespect</b>	
<p>Student refusal to fulfill instructional and/or building norms.</p> <ul style="list-style-type: none"> <li>● Students refusing to do work</li> <li>● Passive refusal to participate (ie, eye rolling, not following directions immediately)</li> <li>● Muttering under breath</li> <li>● Talking back</li> <li>● Leaving assigned area</li> <li>● Talking/interrupting during instruction</li> </ul>	<p>Student refusal to fulfill instructional and/or building norms that interrupt class instruction and learning.</p> <ul style="list-style-type: none"> <li>● Blatant or excessive defiance that is continuously interrupting the entire class.</li> <li>● Leaving assigned area</li> <li>● Forgery</li> <li>● Verbal altercation with a staff member</li> <li>● Cheating</li> <li>● Recurring minors</li> </ul>
<b>Disruption</b>	
<p>Student behavior causes a distraction to the learning environment, but class activity is able to continue. Examples:</p>	<p>Student behavior causes an interruption in class or activity. Examples:</p>

<ul style="list-style-type: none"> <li>● Constant blurting/'yelling without raising hand</li> <li>● Movement out of assigned area without permission (overuse of bathroom, drinks, office, etc)</li> <li>● Irritating/bothering others (ie tapping making noises, talking)</li> <li>● Not following directions or having materials</li> <li>● Off task</li> </ul>	<ul style="list-style-type: none"> <li>● Yelling/shouting out; A pattern of teacher not being able to teach and students unable to learn.</li> <li>● Causing evacuation of classroom</li> <li>● Leaving assigned area</li> <li>● Purposely "pushing buttons" to incite angry response</li> <li>● Recurring minors that disrupt instruction</li> </ul>
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**Property Misuse**

<p>Student engages in non-serious, but inappropriate misuse of property.</p> <ul style="list-style-type: none"> <li>● Writing on property</li> <li>● Ripping or crumpling up paper and/or others work (also hallway displays)</li> <li>● Breaking utensils</li> <li>● Hands on others' property</li> <li>● Minor bathroom mess</li> <li>● Throwing items in a non-aggressive way (pencil, paper, toy, ball, etc..)</li> <li>● Kicking or slamming things</li> </ul>	<p>Student engages in serious abuse or misuse of property.</p> <ul style="list-style-type: none"> <li>● Throwing furniture</li> <li>● Continual damage (knocking books off shelves, ripping posters down)</li> <li>● Stealing</li> <li>● Destroying materials or property beyond reuse</li> <li>● If safety is compromised by property misuse</li> <li>● Recurring minor offenses</li> </ul>
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**Technology Violation**

<p>Student engages in misuse of district technology and/or PCD</p> <ul style="list-style-type: none"> <li>● Accessing "non-teacher" assigned website</li> <li>● Taking pictures within classroom</li> <li>● Messing with settings on school devices</li> <li>● Using technology without permission</li> <li>● Careless use physically of school devices</li> <li>● Failure to report problems or breakage</li> <li>● Having phone on person (personal device)</li> </ul>	<p>Student engages in excessive abuse of district technology and/or PCD</p> <ul style="list-style-type: none"> <li>● Accessing inappropriate websites</li> <li>● Bullying/harassment on school equipment</li> <li>● Purposely breaking school technology</li> <li>● Using phone during school hours (personal device)</li> </ul>
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**ELEMENTARY RESPONSES TO STUDENT BEHAVIOR**

- **LEVEL 1:** Teacher-managed responses (Time out, conference with student, parent contact, teach desired behavior, other)
- **LEVEL 2:** Referred Responses (Accumulation of Minors, Majors: After-School or Lunch Detention, Time in Office, In School Suspension (CARE) , Parent Contact, Student Conference)
- **LEVEL 3:** Building Principals (or designee) Responses - Temporary Removal of Student from School (Majors: ISS or OSS up to 5 Days)
- **LEVEL 4:** Building Principals Exclusionary Responses (Majors; OSS up to 10 Days)
- **LEVEL 5:** Building Principal Recommended Long-Term Exclusionary Responses (State-mandated Expulsions; Accumulation of Majors; Expulsion Recommendation)

**Progressive discipline will be utilized based on severity and repetition of behaviors in conjunction with restorative practices as a consideration for all disciplinary decisions to reinforce desired behaviors.**

<b>LEVEL 1:</b> Teacher-Managed Responses (Minors; see intervention responses)	<b>LEVEL 2:</b> Referred Responses (Accumulation of Minors, Majors: After-School or Lunch Detention, Time in Office, In School Suspension, Parent Contact, Student Conference)	<b>LEVEL 3:</b> Building Principals (or designee) Responses - Temporary Removal of Student from School (Majors: ISS or OSS up to 5 Days)	<b>LEVEL 4:</b> Building Principals Exclusionary Responses (Majors; OSS up to 10 Days)	<b>LEVEL 5:</b> Building Principal Recommended Long-Term Exclusionary Responses (State-mandated Expulsions; Accumulation of Majors; Expulsion Recommendation)
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**Inappropriate Language**

Minor: Student indirectly uses inappropriate words or actions toward an adult or peer.	
Major 1st Offense: Student uses inappropriate words or actions directed toward an adult or peer that interferes with teaching and learning.	
Major 2nd Offense: Student uses inappropriate words or actions directed toward an adult or peer that interferes with teaching and learning.	

**Disrespect**

<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>	<b>LEVEL 5</b>
Minor: Student refusal to fulfill instructional and/or building norms				
Major 1st Offense: Student refusal to fulfill instructional and/or building norms that interrupt class instruction and learning				
Major 2nd Offense: Student refusal to fulfill instructional and/or building norms that interrupt class instruction and learning				

Disruption				
LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Minor: Student behavior causes a distraction to the learning environment, but class activity is able to continue. Examples: Making noises, talking and/or talking out of turn, not in seat at designated time.				
Major: Student behavior causes an interruption in class or activity, including: Sustained loud talking or repeated talking out of turn, yelling or screaming, noise generated from classroom materials, roughhousing, and/or sustained out-of-seat behavior.				
Physical Contact/Aggression				
LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Minor: Student engages in non-serious, but inappropriate physical contact with a peer, including: poking, tripping, (intentional), horseplay, bumping into another student, and/or pushing.				
Major: Actions involving serious physical contact with intent to harm where injury may occur, including: hitting, shoving/pushing, hitting with an object, kicking, hair pulling, scratching, spitting, and/or fighting.				
Property Misuse				
LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Minor: Student engages in non-serious, but inappropriate misuse of property.				
Major: Student engages in serious abuse or misuse of property.				
Technology Violation				
LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Minor: Student engages in misuse of district technology and/or PCD				
Major: Student engages in excessive abuse of district technology and/or PCD				

**SECONDARY**

**SECONDARY RESPONSES TO STUDENT BEHAVIOR:**

- **LEVEL 1:** Teacher-managed responses
- **LEVEL 2:** At school reinforcement, Detention, and/or Alternative to Suspension (CARE)
- **LEVEL 3:** Temporary student removal from school - Out of School Suspension 1-5 Days and/or In School Suspension (CARE)
- **LEVEL 4:** Long-term student removal from school - Out of School Suspension 6-10 Days
- **LEVEL 5:** Exclusionary Responses - Recommendation to Superintendent for Expulsion

Distinctions between Minor and Major behaviors.

BEHAVIOR	MINOR (Teacher Managed)	MAJOR (Administration Managed)
<b>Disrespect</b>	Student indirectly uses inappropriate words or actions toward an adult or peer. <ul style="list-style-type: none"> <li>● Eye rolling</li> <li>● Muttering under breath</li> <li>● Call staff/adults by anything other than their name (unless given permission otherwise)</li> <li>● Argumentative but redirects to task</li> </ul>	Student uses inappropriate words or actions directed toward an adult or peer that interferes with teaching and learning. <ul style="list-style-type: none"> <li>● Argumentative and does not redirect to task</li> <li>● Hand gestures</li> <li>● Foul language directed toward staff/peer</li> <li>● Damages teacher/classroom/school materials</li> </ul>
<b>Defiance</b>	Student refusal to fulfill instructional and/or building norms <ul style="list-style-type: none"> <li>● Teacher/adult can redirect behavior</li> <li>● Student behavior does not interfere with educational environment, but distracts from teaching and learning</li> <li>● Refusal to wear face mask/covering</li> </ul>	Student refusal to fulfill instructional and/or building norms that interrupt class instruction and learning <ul style="list-style-type: none"> <li>● Insubordination</li> <li>● Interference with educational environment</li> <li>● Argumentative</li> <li>● Refusal to wear face mask/covering</li> </ul>
<b>Disruption</b>	Student behavior causes a distraction to the learning environment, but class activity is able to continue. Examples: <ul style="list-style-type: none"> <li>● Making noises</li> <li>● Talking and/or talking out of turn</li> <li>● Not in seat at designated time</li> </ul>	Student behavior causes an interruption in class or activity. Examples: <ul style="list-style-type: none"> <li>● Sustained loud talking or repeated talking out of turn</li> <li>● Yelling or screaming</li> <li>● Noise generated from classroom materials</li> <li>● Roughhousing</li> <li>● Sustained out-of-seat behavior</li> </ul>
<b>Physical Contact/Aggression</b>	Student engages in non-serious, but inappropriate physical contact with a peer. <ul style="list-style-type: none"> <li>● Poking</li> <li>● Tripping (intentional)</li> </ul>	Actions involving serious physical contact where injury may occur and/or physical actions qualifying as sexual harassment. <ul style="list-style-type: none"> <li>● Hitting</li> </ul>

	<ul style="list-style-type: none"> <li>• Horseplay</li> <li>• Bumping into another student</li> <li>• Pushing</li> </ul>	<ul style="list-style-type: none"> <li>• Shoving or pushing</li> <li>• Striking with an object</li> <li>• Kicking</li> <li>• Hair pulling</li> <li>• Scratching</li> <li>• Slapping or tapping</li> <li>• Spitting</li> <li>• Fighting</li> <li>• Touching of a sexual nature</li> </ul>
<p><b>Tardy</b></p>	<p>Student arrives at class after bell less than fifteen minutes from the beginning of class.</p> <ul style="list-style-type: none"> <li>• Occurs at minimum two times in one week in the same class</li> <li>• Excludes first hour</li> </ul>	<p>Student arrives at class after bell fifteen or more minutes late (not in first hour)</p> <ul style="list-style-type: none"> <li>• Occurs at minimum two times in one week in the same class</li> </ul>
<p><b>Inappropriate Language</b></p>	<p>Student engages in foul language or innuendos inappropriate for school environment</p> <ul style="list-style-type: none"> <li>• Negative talk about peer, staff, or self</li> <li>• Name calling</li> <li>• Non-directional, non-confrontational swearing - swearing in conversation</li> </ul>	<p>Verbal messages (written or spoken) that include swearing and/or name calling:</p> <ul style="list-style-type: none"> <li>• Name calling with discriminatory language, behaviors or gestures</li> <li>• Blatant swearing</li> <li>• Offensive/harassing language</li> <li>• Threatening language, gestures or behavior</li> </ul> <p><b>Harassment/Bullying</b> Student delivers disrespectful messages (verbal/nonverbal or gestures) to another person that includes threats, intimidation, and/or unwarranted attention. <b>Disrespectful messages</b> include negative comments based on race, religion, gender, age, national origin, and/or sexual orientation. <b>Verbal attacks</b> based on ethnic origin, disabilities, or other personal matters. <b>Cyberbullying</b> during school hours or causing a distraction to the learning environment.</p>
<p><b>Dress Code Violation</b></p>	<p>Student is wearing clothing that is not within the parameters of the dress code, but is able to make a correction to be back in compliance. Dress code parameters:</p> <ul style="list-style-type: none"> <li>• No obscene or vulgar words or images</li> <li>• No hats, bandanas, or head coverings (with the exception of religious items)</li> <li>• Shorts/skirts 5” from top of knee</li> <li>• No bare midriffs</li> <li>• Strapless, backless, spaghetti straps, tank or halter tops are not</li> </ul>	<p>Student attire that is unable to be corrected, or is:</p> <ul style="list-style-type: none"> <li>• Gang-related apparel</li> <li>• Overly-suggestive or violent clothing</li> </ul>

	<p>allowed unless covered by a sweater, shirt or jacket.</p> <ul style="list-style-type: none"> <li>• No see through, low cut or revealing clothing is allowed.</li> <li>• No bedroom slippers or pajamas</li> </ul>	
<b>Technology Violation</b>	<p>Students at HPJH may not have PTD visible or in use at any time. Students at HPHS may not have PTD visible or in use during instructional times. They are strictly prohibited at all times in classrooms, restrooms and locker rooms.</p> <p>Student is in violation of district PTD policy (see policy for HPHS procedures).</p>	<p>Student uses technology to:</p> <ul style="list-style-type: none"> <li>• Access inappropriate sites</li> <li>• Facilitate cheating and/or plagiarism</li> <li>• Engages in cyberbullying using district technology</li> <li>• Threaten peers, staff, or jeopardize the security and daily functions of building.</li> </ul>

**REINFORCEMENT FOR STUDENT MISCONDUCT**

**Progressive discipline will be utilized based on severity and repetition of behaviors in conjunction with restorative practices as a consideration for all disciplinary decisions to reinforce desired behaviors. Note: Any behavior that violates a Hazel Park city ordinance may result in a citation issued by a School Resource Officer. Illegal behaviors are not limited to school discipline and may result in police involvement.**

<b>LEVEL 1:</b> Teacher-Managed Responses (Minors; see intervention responses)	<b>LEVEL 2:</b> At-School Reinforcement (Accumulation of Minors, Majors: After-School Detention, S.B.I. and Behavior Reflection Form)	<b>LEVEL 3:</b> Building Administration Responses - Temporary Removal of Student from School (Majors: OSS 1-5 Days) and/or In School Suspension (CARE)	<b>LEVEL 4:</b> Building Administration Responses - Long-term Removal from School (Majors; OSS 6-10 Days) and/or In School Suspension (CARE)	<b>LEVEL 5:</b> Building Principal Recommended Long-Term Exclusionary Responses (State-mandated Expulsions; Accumulation of Majors; Expulsion Recommendation)
<b>Disrespect</b>	Student indirectly uses inappropriate words or actions toward an adult or peer.			
	Major 1st Offense: Student uses inappropriate words or actions directed toward an adult or peer that interferes with teaching and learning.			
	Major 2nd Offense: Student uses inappropriate words or actions directed toward an adult or peer that interferes with teaching and learning.			
<b>Defiance</b>	Student refusal to fulfill instructional and/or building norms			

	Major 1st Offense: Student refusal to fulfill instructional and/or building norms that interrupt class instruction and learning.				
	Major 2nd Offense: Student refusal to fulfill instructional and/or building norms that interrupt class instruction and learning.				
<b>Disruption</b>	Student behavior causes a distraction to the learning environment, but class activity is able to continue. Examples: Making noises, talking and/or talking out of turn, not in seat at designated time.				
	Student behavior causes an interruption in class or activity, including: Sustained loud talking or repeated talking out of turn, yelling or screaming, noise generated from classroom materials, roughhousing, and/or sustained out-of-seat behavior.				
	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>	<b>LEVEL 5</b>
<b>Physical Contact/Aggression</b>	Student engages in non-serious, but inappropriate physical contact with a peer, including: poking, tripping, (intentional), horseplay, bumping into another student, and/or pushing.				
	Actions involving serious physical contact where injury may occur, including: hitting, shoving/pushing, hitting with an object, kicking, hair pulling, scratching, spitting, and/or fighting; touching in a sexual manner/harassment.				
<b>Tardy</b>	Students enter class after the tardy bell and within five minutes of class starting up to three occurrences.				
	Tardiness in excess of five minutes will				

		constitute an absence.			
<b>Inappropriate Language</b>	Students engage in foul language or innuendos inappropriate for school environment, including: negative talk about peers, staff, or oneself, name calling, non-confrontational/non-directional swearing - swearing in conversation.				
		Verbal messages (written or spoken) that include swearing, or name calling, including: blatant swearing, offensive/harassing language.			
			Harassment/bullying: Student delivers disrespectful messages (verbal/nonverbal or gestures) to another person that includes threats, intimidation, and/or unwarranted attention. Disrespectful messages include negative comments based on race, religion, gender, age, national origin, and/or sexual orientation. Verbal attacks based on ethnic origin, disabilities, or other personal matters. Cyberbullying during school hours or that causes a distraction to the learning environment.		
	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>	<b>LEVEL 5</b>
<b>Dress Code Violation</b>	Students are wearing clothing that is not within the parameters of the dress code, but is able to make a correction to be back in compliance. Dress code parameters: No obscene or vulgar words or images, no hats, bandanas, or head coverings (with the exception of religious items), shorts/skirts 5 inches above the knee, no bare midriffs, strapless, backless, spaghetti straps, tank or halter tops are not allowed unless covered by a sweater, shirt or jacket, no see through, low cut or revealing clothing, and/or no bedroom slippers or pajamas.				
<b>Technology Violation</b>	Student is in violation of district PCD policy (see				

	policy for HPJH & HPHS procedures).				
		Students use technology to: Access inappropriate sites, facilitate cheating and/or plagiarism, engage in cyberbullying using district technology, and/or threaten peers, staff, or jeopardize the security and daily functions of building.			
<b>Skip Class</b>	Students leave class or school without permission or stay out of class or school without permission.				
<b>Harassment</b>		Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that: (1) places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property, (2) has the effect of substantially interfering with a student’s educational performance, opportunities, or benefits, or an employee’s work performance; or (3) has the effect of substantially disrupting the orderly operation of a school.			
<b>Bullying</b>		<p>Bullying is defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation, or unreasonably interfere with the individual's school or work performance or participation.</p> <p>Bullying can be physical, verbal, psychological, or a combination of all three. Some examples of bullying are: <b>PHYSICAL</b> - hitting, kicking, spitting, pushing, pulling; taking and/or damaging personal belongs or extorting money, blocking or impeding student movement, unwelcome physical contact: <b>VERBAL</b> - taunting, malicious teasing, insulting, name calling, making threats; <b>PSYCHOLOGICAL</b> - spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion, or intimidation. This may occur in a number of different ways, including but not limited to notes, emails, social media postings, and graffiti.</p>			
	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>	<b>LEVEL 5</b>
<b>Fighting</b>		Actions involving serious physical contact where injury may occur.			
<b>Inappropriate Location/Out of Bounds Area</b>	Students are in an area outside of an assigned area without authorization to be in that space in or on school property. Example: If a student has hall pass during a designated passing time and is not where they pass				

	indicates; student is in a lunch period they are not assigned.				
<b>Truancy</b>	Students have accumulated their 20th unexcused absence (see Attendance section of Student Code of Conduct).				
<b>Forgery, Theft, and/or Plagiarism</b>		Student is in possession of, having passed on, or being responsible for removing someone else’s property, has signed a person’s name without that person’s permission, or has submitted someone else’s work claiming it to be their own.			
<b>Property Damage/Vandalism</b>		Students deliberately impairs the usefulness of property and/or participates in an activity that results in substantial destruction or disfigurement of property.			
<b>Lying/Cheating</b>		Students copy entire or sections of a classroom assignment and turn it in as their own work.			
		Students deliver messages that are untrue and/or deliberately violate rules outlined in Student Code of Conduct or HPJH/HPHS PBIS.			
<b>Inappropriate Display of Affection</b>		Students engage in public acts (signs, gestures, etc.) of affection that are offensive to commonly recognized standards of good taste.			
	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>	<b>LEVEL 5</b>
<b>Gang Affiliation Display or Activity</b>		Gangs are defined as organized groups of students and/or adults who engage in activities that threaten the safety of the general populace, compromise the general community order, and/or interfere with the school district’s education mission. Gang activity includes any of the following: Wearing or displaying any clothing, jewelry, colors, or insignia that intentionally identifies the student as a member of a gang, or otherwise symbolizes support of a gang using any word, phrase, written symbol, or gesture that intentionally identifies a student as a member of a gang, or otherwise symbolizes support of a gang, gathering of two or more persons for the purposes of engaging in activities or discussions promoting gangs, and/or recruiting student(s) for gangs.			
<b>Threat/False Alarm</b>		Threatening to set off an explosive device or other dangerous device on school premises, in a school-related vehicle, or a school-sponsored activity. Making a threat of danger that causes an evacuation of a building or event or possibly leading to the evacuation of a building.			
<b>Possession of Combustibles and/or Arson</b>	Students are in possession of substances/objects readily capable of causing bodily harm and/or property damage (matches, lighters, firecrackers,				

	gasoline, lighter fluid).	Deliberately burning or attempting to burn any property, whether owned by the school or others, on school premises, in a school-related vehicle, or at a school-sponsored activity or trip.
<b>Use/Possession: Drugs, Alcohol</b>		Having alcohol/drugs in use or in possession will include: all dangerous controlled substances as to designated and prohibited by Michigan statute, all alcoholic beverages, all chemicals which release toxic vapors, any prescription or patent drug, except those for which permission to use in school has been granted pursuant to Board policy, “look-alikes”, performance-enhancing drugs as determined annually by the Department of Community Health, any other illegal substance so designated and prohibited by law.
<b>Use/Possession: Weapons</b>		"Weapon" means any object which, in the manner in which it is used, in possession, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type whatsoever, including spring, air and gas-powered guns (whether loaded or unloaded) that will expel a BB, pellet, or paint balls, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives or any other weapon described in 18 U.S.C 921.
<b>Use/Possession: Tobacco/ Electronic Vapor</b>		“Tobacco product” means a preparation of tobacco to be inhaled, chewed, or placed in a person’s mouth. “Use of tobacco product” means any of the following: The carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device; the inhaling or chewing of a tobacco product; the placing of a tobacco product within a person’s mouth; the smoking of electronic, “vapor”, or other substitute forms of cigarettes, clove cigarettes or other lighted smoking devices for burning tobacco or any other substance.

**Restorative Practices.** Consistent with Michigan law and in every case, the School District will consider restorative practices as an addition or alternative to suspension or expulsion. Restorative practices are practices that emphasize repairing the harm of the victim and the School District community of a student’s misconduct or other behavior. Restorative practices may be considered and implemented by a restorative practices team. The restorative practices team may be constituted and act in the manner described in [Section 1310c\(2\) of the Revised School Code](#) or in a different manner, depending on the circumstances as a whole.

Restorative practices should be the first consideration to remediate offenses such as interpersonal conflicts, bullying, verbal and physical conflicts, theft, damage to property, class disruption, and harassment, bullying, and cyberbullying.

## DUE PROCESS RIGHTS

### Article IV Students : Section 8-Due Process

The Board of Education recognizes the importance of safeguarding a student's constitutional rights, particularly when subject to the District's disciplinary procedures.

All students suspected of misconduct will go through due process.

To better ensure appropriate due-process is provided a student, the Board establishes the following guidelines:

- A. STUDENTS SUBJECT TO SHORT-TERM SUSPENSION:** Except when emergency removal is warranted, a student must be given oral or written notice of the charges against him/her and the opportunity to respond prior to the implementation of a suspension. When emergency removal has been implemented, notice and opportunity to respond shall occur as soon as reasonably possible. The principal or other designated administrator shall provide the opportunity to be heard and shall be responsible for making the suspension decision. See appeal process below.
- B. STUDENTS SUBJECT TO LONG-TERM SUSPENSION AND EXPULSION:** A student and his/her parent or guardian must be given written notice of the intention to suspend or expel and the reasons therefore, and an opportunity to appear with a representative before the Superintendent to answer the charges. The student and/or his/her guardian must also be provided a brief description of the student's rights and of the hearing procedure, a list of the witnesses who will provide testimony to the Superintendent, and a summary of the facts to which the witnesses will testify. At the student's request, the hearing may be private, but the Superintendent must act publicly. The Board shall act on any appeal, which must be submitted in writing, to an expulsion (Policy 5610 and/or Policy 5610.01), to a request for reinstatement (Policy 5610.01), or to a request for admission after being permanently expelled from another district (Policy 5610.01).

## APPEAL AND GRIEVANCE PROCEDURES

In accordance with Board Policy 5710 - Student Grievances, the following is the procedure for submitting an appeal or grievance arising from actions, procedures, and/or policies, or lack of such a policy or procedure. The following is an appeal or grievance procedure as they relate to **Disciplinary Action** as they relate to incidents of suspension and disciplinary action:

- Disciplinary decisions resulting in Out of School Suspension for up to three days or less may not be appealed.
- Disciplinary decisions resulting in Out of School Suspension of four days or more may be appealed.
- The parent/guardian of the involved student must initiate all disciplinary appeals, unless the student is 18 years old, in which case the student may initiate an appeal.
- Appeals must be done by contacting the appropriate administrator, as outlined below.
- The procedure allows for the appeal to be processed one step above the next administrative authority (i.e., if the assistant principal takes the initial step, the next level of administrative authority is the building principal).
- The decision of the next level of administrative authority is final.

OUT OF SCHOOL SUSPENSION	ELEMENTARY SCHOOLS		SECONDARY SCHOOLS	
	INITIAL DECISION MADE BY:	APPEAL RECEIVED BY:	INITIAL DECISION MADE BY:	APPEAL RECEIVED BY:
0-3 Days	Principal	No Appeal Granted	Any Building Administrator	No Appeal Granted
4-9 Days		Assistant Superintendent of Teaching & Learning	Assistant Principal or Dean of Students	Principal
4-9 Days			Principal	Assistant Superintendent of Teaching & Learning
10 or More Days		Superintendent of Schools	Any Building Administrator	Superintendent of Schools

**APPEAL TIMELINE**

- All appeals are initiated through the administrator issuing the disciplinary action. This appeal must occur in writing (handwritten or communicated electronically) and submitted within 48 hours of disciplinary action being issued.
- The appeal will be sent to the next administrative level (see chart above). Parents and/or students will be contacted within 24 hours (one school day) to schedule a meeting to review the appeal of disciplinary action.
- The administrator receiving the appeal will make a decision on the appeal within 72 hours (three school days) and will provide notification at minimum by written communication.

**STUDENT TEMPORARILY REMOVED FROM SCHOOL**

A school administrator may temporarily suspend or remove a student from school for the purposes of investigating an incident prior to imposing any discipline, where such temporary suspension/removal is deemed necessary to prevent disruption to the educational program, avoid possible interferences or problems in the investigation defuse conflict situations protect the health or safety of the student or other students, or any other compelling reason. Absent unusual circumstances, a student will not be suspended/removed unless the student is reasonably suspected of being involved in the disciplinary incident being investigated. Such a suspension or removal shall not constitute discipline, although the incident which caused the investigation to occur may ultimately result in discipline. If the action warrants investigation which results in disciplinary action, the “days served” during the investigation may count toward an accumulation of days for the disciplinary action.

**STUDENT ATTENDANCE REQUIRED FOR EXTRA-CURRICULAR ACTIVITIES**

Students are to attend school during the **total** school day in order to participate in extracurricular activities during the same day or evening. Should there be a situation whereby a student cannot attend school, who would normally receive a verified absence, the student will be allowed to participate in the activity with the approval of the Principal. A student with an unverified absence from school may not participate in the activity scheduled for that day.

## GRIEVANCE PROCEDURE (NON-DISCIPLINARY DECISIONS)

A grievance is a charge by a student that there has been a violation, misinterpretation or inequitable application of an established school policy or regulation, or if the student feels he/she has been treated unfairly or been denied due process, not including disciplinary matters. The procedure dealing with appeals of disciplinary issues is outlined above.

### Informal Grievance Procedure

The student is encouraged to discuss the concern informally with the staff member involved before a Student Appeal/Grievance Form is filed. The school counselor (high school only) can be of help in attempting to solve the grievance informally and will, if the student desires, accompany him/her to a conference with the staff member. It is the student's responsibility to initiate contact with their school counselor.

It is hoped that the great majority of grievances will be resolved in this manner. If the informal approach is not successful or not applicable to the situation, the student may initiate the following formal grievance procedure.

### Formal Grievance Procedure

The student must obtain a standard Student Grievance Form from school administration, fill out all the information requested in the form and submit it to the principal within two school days of the incident.

Within three school days of the date of the filing, the principal shall call a meeting of the student and the staff member in order to resolve the matter as quickly as possible. The student may be accompanied by his/her parents and/or the school counselor at this meeting. The principal shall communicate his/her decision in writing to the student, his/her parents and the staff member on the Student Grievance Form within three school days of the meeting.

The student may appeal an adverse decision of a formal grievance to the superintendent or designee by filling out the Student Grievance Form and returning it to the principal within two school days of the principal's response. The principal will advise the superintendent that a request for an appeal has been received.

The superintendent or designee shall meet with the student, staff member, and principal within five school days of the request in order to resolve the matter. The student may be accompanied by his/her parents and/or school counselor.

The superintendent or designee shall communicate his/her decision to all participants on the Student Grievance Form within three school days of the meeting.

The decision of the School Board shall be final and binding upon all parties.

## Student Bullying and Cyberbullying

### Implementation

*Responsible School Official.* The Principal of each school building is primarily responsible for implementing this administrative regulation and its corresponding policy for the school to which the Principal is assigned.

*Reporting.* The Superintendent shall report to the Board of Education, on an annual basis, all verified incidents of bullying, and the resulting consequences that were imposed.

**Definitions.** The following definitions apply for purposes of this administrative regulation and its corresponding policy:

*"Bullying"* means any written, verbal, or physical act, or any electronic communication, including, but not limited to, cyberbullying, that is intended or that a reasonable person would know is likely to harm one or more School District students, either directly or indirectly, by doing any of the following:

- (i) Substantially interfering with educational opportunities, benefits, or programs;
- (ii) Adversely affecting a student's ability to participate in or benefit from educational programs or activities by placing a student in reasonable fear of physical harm or by causing substantial emotional distress;
- (iii) Having an actual and substantial detrimental effect on a student's physical or mental health; or
- (iv) Causing substantial disruption in, or substantial interference with, the orderly operation of the school.

"*At school*" means in a classroom, anywhere else on school premises, on a school bus or other school-related vehicle, and at a school-sponsored activity or event, whether or not it is held on school premises.

"*At school*" includes the off-premises use of a telecommunications access device or telecommunications service provider if the device or service provider is owned by or under the control of the School District.

"*Cyberbullying*" means any electronic communication that is intended or that a reasonable person would know is likely to harm one or more students either directly or indirectly by doing any of the following:

- (i) Substantially interfering with educational opportunities, benefits, or programs;
- (ii) Adversely affecting a student's ability to participate in or benefit from educational programs or activities by placing a student in reasonable fear of physical harm or by causing substantial emotional distress;
- (iii) Having an actual and substantial detrimental effect on a student's physical or mental health; or
- (iv) Causing substantial disruption in, or substantial interference with, the orderly operation of the school.

**Accountability.** Each student in the School District is accountable for their own behavior, based on age-appropriate expectations. Respect for all students is part of a safe and healthy learning environment. Each student is expected to demonstrate respect through their interactions with the give-and-take of friendships, group cooperation, social interaction, compromise, and acceptance of differences among other students and staff.

**Retaliation.** Retaliation against a target of bullying, a witness, another person with reliable information about an act of bullying or any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry concerning allegations of bullying is prohibited and will not be tolerated. Such retaliation shall be considered a serious violation of Board policy independent of whether a complaint is found to have been substantiated. Suspected reprisal or retaliation should be reported in the same manner as bullying.

Making intentionally false reports about bullying for the purpose of getting someone in trouble is similarly prohibited and will not be tolerated. Retaliation and intentionally false reports may result in disciplinary action.

**Complaint Procedure.** In order to implement the bullying policy, the School District has developed the following complaint procedure:

A student who believes they have been the victim of bullying or cyberbullying must immediately report the incident(s) to the building principal. A student's parent must also report any such incident(s) on behalf of the student. Upon receipt of a report (complaint), the principal or designee (the investigator) will conduct a prompt investigation. At the request or with the permission of the complainant, the investigator may first attempt to resolve the matter informally, such as through restorative practices. Informal steps will not, however, cause a substantial delay in the investigation. The complainant may, at any time, request that the matter move to a formal investigation. Where the bullying activity is alleged to have been based, in whole or in part, on the protected classifications of race, color, sex, national origin, or disability, the building principal will notify the School District's designated Compliance Officer or Coordinator pursuant to Board of Education Policy [insert Board policy number here].

*Step 1: Formal Investigation.* The investigator will interview the complainant and document the interview. Generally, the complainant will be asked to reduce the complaint to writing, to provide the names and contact information, if known, of any persons who witnessed and may be able to substantiate the allegations of the complaint, and to produce any documents or other things supporting the complaint. The complainant will be directed not to discuss the complaint with other students while the investigation is pending.

The investigator will interview the accused and document the interview. Generally, the accused will be asked to reduce their response to writing and to produce any documents or other things supporting their response. The investigator should not disclose the identity of the complainant unless this is necessary to enable the accused student to respond to the allegations. The accused will be directed not to contact the complainant, if the complainant's identity is known or suspected, or retaliate or threaten to retaliate in any way against the complainant or any potential witnesses

In the event of a significant discrepancy between the complainant and the accused, the investigator will interview other persons reasonably necessary to resolve the discrepancy.

*Step 2: Decision.*

*Complaint Found Valid.* If the investigator concludes that the complaint is valid (i.e., bullying or cyberbullying in violation of School District policy has occurred), the following actions will be taken:

- The parent of both the complainant and the accused will be notified of the results of the investigation;
- The results of the investigation will be reported to the Superintendent;
- The Superintendent will consider whether restorative practices may be appropriate and, if so, invite the complainant and the accused to participate in a restorative practices team meeting;
- The Superintendent will consider whether disciplinary action may be appropriate and, if so, initiate disciplinary action in accordance with the Student Code of Conduct; and
- The Superintendent will determine whether relief to the complainant is feasible and available.

*Complaint Found Not Valid.* If the investigator concludes that the complaint is not valid (i.e., no bullying or cyberbullying in violation of School District policy has occurred or can be substantiated), the following actions will be taken:

- The parent of both the complainant and the accused will be notified of the results of the investigation;
- The complainant and the accused will be reminded the School District prohibits retaliation or threats of retaliatory action;
- The results of the investigation will be reported to the Superintendent; and

Any references to the complaint will be removed from the education records of the accused. The investigator will retain the investigative file for at least three (3) years.

## Bullying and Harassment

Board of Education Policy 5517 & 5517.01

Anti-Harassment & Bullying and Other Aggressive Behavior Toward Students.

### Bullying and Anti-Harassment

It is the policy of the District to provide a safe and nurturing educational environment for all of its students.

This policy protects all students from bullying/aggressive behavior regardless of the subject matter or motivation for such impermissible behavior.

Bullying or other aggressive behavior toward a student, whether by other students, staff, or third parties, including Board members, parents, guests, contractors, vendors, and volunteers, is strictly prohibited. This prohibition includes written, physical, verbal, and psychological abuse, including hazing, gestures, comments, threats, or actions to a student, which cause or threaten to cause bodily harm, reasonable fear for personal safety or personal degradation.

Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

This policy applies to all "at school" activities in the District, including activities on school property, in a school vehicle, and those occurring off school property, if the student or employee is at any school-sponsored, school-approved or school-related activity or function, such as field trips or athletic events where students are under the school's control, or where an employee is engaged in school business. Misconduct occurring outside of school may also be disciplined if it interferes with the school environment.

### DEFINITIONS ( Bullying Definition Work in Google Drive)

**Bullying:** Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflicting physical hurt or psychological distress on one (1) or more students or employees and the bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation, or unreasonably interfere with the individual's school or work performance or participation.

Bullying can be physical, verbal, psychological, or a combination of all three. Some examples of bullying are:

- **PHYSICAL** - hitting, kicking, spitting, pushing, pulling; taking and/or damaging personal belongings or extorting money, blocking or impeding student movement, unwelcome physical contact.
- **VERBAL** - taunting, malicious teasing, insulting, name calling, making threats.
- **PSYCHOLOGICAL** - spreading rumors, manipulating social relationships, coercion, or engaging in social exclusion/shunning, extortion, or intimidation. This may occur in a number of different ways, including but not limited to notes, emails, social media postings, and graffiti.

**Harassment:** Harassment means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
3. has the effect of substantially disrupting the orderly operation of a school.

**Sexual Harassment:** Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender. Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to: unwelcome sexual propositions, invitations, solicitations, and flirtations; unwanted physical and/or sexual contact; unwelcome verbal expressions of a sexual nature; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene phone calls; remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history; verbal or non-verbal physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

## Definitions of Discipline

**Administrative Intervention.** Disciplinary action which does not result in an out-of-school suspension and which includes, but is not limited to, restorative practices. Administrative intervention may include the removal of a student from a class period, in-school suspension, a reprimand, restitution, detention and/or work assignment before or after school, additional classroom assignments, and revocation of the privilege of attending after school functions and activities, events, etc.

**Snap Suspension.** If, during a class, subject, or activity, a teacher has good reason to believe: a student has engaged in conduct which unquestionably interferes with the education of that student or other students, or a student has engaged in conduct which poses a clear and present danger to that student or other students, the teacher may suspend the student from that class, subject, or activity for up to one full school day.

**Suspension.** Exclusion of a student from school for fewer than 60 school days or exclusion from school which will terminate upon the fulfillment of a specific set of conditions.

**Expulsion.** Exclusion of the student from the School District for 60 school days or more or permanent exclusion.

## Prohibited Acts

Unless otherwise specified, the penalties for all prohibited acts range from administrative intervention to permanent expulsion, depending on a number of factors, including: the severity of the conduct; the impact of the conduct on the school and surrounding community; applicable Board of Education policies; and state and federal laws.

### 1. Alcohol, Marijuana, and Chemical Substances

A student shall not manufacture, sell, handle, possess, use, deliver, transmit, or be under any degree of influence (legal intoxication not required) of any alcoholic beverages, marijuana, or other intoxicant of any kind. A student shall not inhale glue, aerosol paint, lighter fluid, reproduction fluid, or other chemical substance for the purpose of becoming intoxicated or under the influence (legal intoxication not required).

### 2. Arson

A student shall not burn or attempt to burn any tangible property or intentionally set a fire on school property or cause or attempt to cause an explosion on school property.

This section is supplemental to, and does not limit or supersede, paragraphs 3, 12, 22, and 36.

### 3. Arson Prohibited by Law

A student shall not commit an act of arson, prohibited by [MCL 750.71 through MCL 750.80](#). This section is supplemental to, and does not limit or supersede, paragraphs 2, 12, 22, and 36.

### 4. Bullying and Hazing

Students are prohibited from engaging in conduct, whether written, verbal, or physical, that unreasonably interferes with another's participation in or enjoyment at school or school-related activities, such as bullying or hazing. The Board of Education has adopted a policy on bullying as a part of Policy [insert Board policy number here]. A corresponding administrative regulation [insert administrative regulation number here] has been developed to implement the policy.

“Hazing,” for the purpose of this Student Code of Conduct, means initiating another student into any grade, school, or school-related activity by any means or methods that may cause physical or emotional pain, embarrassment, or discomfort.

### 5. Coercion, Extortion, and Blackmail

A student shall not commit or attempt to commit coercion, extortion, or blackmail. A student shall not engage in the act of securing or attempting to secure money or other items of value by the use of threats and/or violence, nor shall a student, by threats and/or violence, force another person to perform an unwilling act.

### 6. Copyrighted Material

A student shall not unlawfully duplicate, reproduce, retain, or use copyrighted material.

### 7. Criminal Acts

A student shall not commit or participate in any conduct or act defined as a crime by federal or state law or local ordinance.

### 8. Criminal Sexual Conduct

*Description.* A student shall not commit criminal sexual conduct, as defined by [MCL 750.520b-e and g](#).

*Penalty.* Administrative intervention to permanent expulsion, in accordance with [MCL380.1311](#). This section is supplemental to, and does not limit, paragraphs 9, 10, 14, 24, 25, and 35.

### 9. Discriminatory Harassment

A student shall not engage in unwelcome sexual advances or requests for sexual favors or unwelcomed sexual touching. A student shall not engage in other verbal or physical conduct relating to a person's sex, race, color, national origin, religion, height, weight, marital status, or handicap or disability (e.g., sexual or racial comments, threats, or insults, etc.).

### 10. Disruption of School

A student shall not, by any type of conduct (violence, force, noise, coercion, threat, intimidation, fear, passive resistance, etc.), cause the disruption or obstruction of any function of the school, nor shall the student engage in any such conduct if such disruption or obstruction is reasonably likely to result. Neither shall a student urge other students to engage in such conduct for the purpose of causing such disruption or obstruction.

While the following acts are not intended to be exclusive, they illustrate the kinds of offenses encompassed within

this rule. It should be understood that any conduct which causes disruption, is likely to result in disruption, or interferes with the educational process, is forbidden.

- Occupying any school building, school grounds, or a part thereof, without the permission of a school building staff member, which deprives others of its use;
- Blocking normal pedestrian or vehicle traffic, the entrances or exits of any school building or corridor or room, without the permission of the building principal;
- Preventing, attempting to prevent, or interfering with the convening or continued functioning of any class, activity, meeting, or assembly;
- Instigating or participating in a disturbance, or causing a disturbance, which interrupts the educational opportunities of others or threatens the general health, safety, and welfare of others on school property or at a school sponsored activity.

### **11. Damage of Property or Theft/Possession**

A student shall not intentionally cause or attempt to cause damage to school property or the property of another person, or steal, attempt to steal, or knowingly be in the unauthorized possession of school property or the property of another person.

### **12. Dangerous Weapons**

A student shall not possess a dangerous weapon in a weapon free school zone, including brass knuckles or a dagger, dirk, firearm, iron bar, knife with a blade over 3 inches in length, pocket knife opened by a mechanical device, or stiletto.

This section is supplemental to, and does not limit or supersede, paragraph 36.

### **13. Dress**

A student shall not dress or groom in a manner, which in the judgment of a building administrator, is unsafe to the student or others, disruptive to the educational process, or contrary to the school's mission.

### **14. Drugs, Narcotic Drugs, and Counterfeit Substances**

A student shall not manufacture, sell, possess, use, deliver, transfer, or be under the influence (legal intoxication not required) of any drug, narcotic drug, hallucinogen, stimulant, depressant, controlled substance, counterfeit substance, or a controlled substance analogue intended for human consumption.

A student shall not sell, deliver, or transfer, or attempt to sell, deliver, or transfer any prescription or non-prescription drug, medicine, vitamin, or chemical substance (e.g., pain relievers, stimulants, diet pills, pep pills, No-Doze pills, cough medicines, laxatives, stomach or digestive remedies, etc.), nor shall a student use or possess these substances for an improper purpose.

A student shall not sell or represent a legal substance as an illegal or controlled substance or sell, manufacture, possess, use, deliver, or transfer "designer" drugs.

### **15. Electronic Communication Devices and Laser Pointers**

Districtwide, students are prohibited from using or possessing active (i.e., turned on) electronic communication devices in restrooms, locker rooms, offices, and other locations where students and staff have a reasonable expectation of privacy. Separately, all students are prohibited from possessing or using laser pointers on school premises and at school-related activities without the express permission of school administration.

- *High School.* Students are expected to use good judgment when using or possessing active electronic communication devices in hallways during passing time, in the parking lot, cafeteria during lunch, and extracurricular activities. Students may not use or possess active electronic communication devices without explicit staff permission in class or on buses.
- *Middle and Elementary School.* Students may not use or possess active electronic communication devices without staff permission.

## **16. Failure to Comply with Directions of School Personnel**

A student shall not be insubordinate or fail to comply with instructions and directions of School District employees (including substitute and student teachers), volunteers, or persons acting as a chaperone or in a supervisory capacity.

## **17. Failure to Cooperate**

A student shall not refuse to cooperate with School District administrators and/or teaching staff investigating a possible violation of this Student Code of Conduct, other codes of conduct, and/or building rules. No student shall make false statements or give false evidence to School District administrators and/or teaching staff. A student shall not refuse to testify or otherwise cooperate with School District personnel in any disciplinary proceeding.

## **18. False Alarms**

A student shall not knowingly cause a false fire alarm, or make a false fire, bomb, or catastrophe report.

## **19. False Allegations**

A student shall not libel or slander, or make false allegations against another student, School District employee (including substitute and student teachers), Board of Education members, or volunteers.

## **20. Falsification of Records**

A student shall not use the name of another person or falsify times, dates, grades, addresses, or other data on School District forms or records. A student shall not provide false, misleading, or inaccurate statements or information on School District forms or records.

## **21. Fighting, Assault, and Battery**

A student shall not physically assault, or cause, behave in such a way to cause, or threaten to cause physical injury to another person.

## **22. Fireworks, Explosives, and Chemical Substances**

A student shall not possess, handle, or transmit any substance or prepared chemical that can explode, is capable of inflicting bodily injury, or is reasonably likely to cause physical discomfort to another person.

**23. Gang Insignia/Activity**

A student shall not wear or possess any clothing, jewelry, symbol, or other object that may reasonably be perceived by any student, teacher, or administrator as evidence of membership in or affiliation with any gang. A student shall not commit any act, verbal or non-verbal (gesture, handshakes, etc.), that may reasonably be perceived by a teacher or administrator as evidence of membership in or affiliation with any gang. A student shall not commit any act, verbal or non-verbal, in furtherance of the interests of any gang or gang activity, including, but not limited to: a) soliciting others for membership in any gang or gang related activity, b) requesting any person to pay protection or otherwise intimidating or threatening any person, c) committing any other illegal act or violation of School District rules or policies, or d) inciting other students to act with physical violence on any person. The term "gang" means a group of two or more persons whose purpose or activities include the commission of illegal acts or violations of this Code of Conduct, School District rules or policies, or whose purpose or activities cause disruption or is likely to cause disruption to the educational process.

**24. Improper Communications**

A student shall not make threatening, annoying, nuisance, vulgar, and/or obscene communications, verbally, in writing, or by gestures, to School District employees (including substitutes and student teachers), Board of Education members, chaperones, volunteers, or visitors to the school building. The prohibition against such communications shall apply whether the communications are made in a school building or on school premises or outside of a school building or off school premises, and regardless of whether such communications are made during, before, or after school hours or during times when school is not in session.

**25. Indecency**

A student shall not engage in conduct that is contrary to commonly recognized standards of decency and behavior, which includes obscenity, indecent exposure, or the use of language in verbal or written form, or in pictures, or in caricatures or gestures, which are offensive to the general standards of propriety.

**26. Lookalike Weapons**

A student shall not possess, handle, or transmit any object or instrument that is a "look-a-like" weapon or instrument (e.g., starter pistol, rubber knife, toy gun, etc.).

**27. Misconduct Prior to Enrollment**

An otherwise eligible resident may be suspended or expelled for an act of misconduct committed while the student was: (a) a resident of another district; (b) enrolled in another school; (c) outside of school hours; or (d) off school premises if the misconduct would have constituted a sufficient basis for suspension or expulsion had it occurred while the student was enrolled in the School District.

**28. Personal Protection Devices**

A student shall not possess, handle, or transmit a personal protection device (e.g. pepper gas, mace, stun gun, electric shock device, etc.) capable of inflicting bodily injury or causing physical discomfort to another person.

**29. Recording**

A student shall not use any device, electronic or otherwise, to capture, record, or transmit sounds or words (i.e., audio) or images (i.e., photographs or videos) of any person while at school or school-related events, unless the student is given express consent by that person.

**30. Trespassing, Loitering**

A student shall not be on school property or in a school building except to participate in the educational process of the School District, nor shall a student loiter in building hallways, classrooms, bathrooms, etc.

**31. Scholastic Dishonesty**

A student shall not engage in academic cheating. Cheating includes, but is not limited to: the actual giving or receiving of any unauthorized aid or assistance or the actual giving or receiving of unfair advantage on any form of academic work. A student shall not engage in plagiarism, which includes the copying of language, structures, ideas, and/or thoughts of another and represent it as the student's own original work.

**32. Smoking/Tobacco**

A student shall not smoke, chew, or otherwise use tobacco. A student shall not, while on school property, have in the student's possession or under the student's control, tobacco in any form. This includes electronic cigarettes, vaporizers, or any other device that simulates smoking any type of product, regardless whether they are manufactured, distributed, marketed, or sold under any product name or descriptor.

**33. Suspended Student on School Property or Attending School Activities**

A student, while suspended, shall not enter onto School District property without the prior permission of a building administrator.

A student, while suspended, shall not participate in, or attend any school related activity, function, or event, held on or off school property, without the prior permission of a building administrator.

**34. Violation of Acceptable Use Policy**

A student shall not violate or attempt to violate School District policies, administrative regulations, and directives concerning School District or personal computers, networks, and telephone systems. Violation of any of the rules and responsibilities may result in a loss of access privileges/technology privileges/computer usage and may result in other disciplinary or legal actions including restitution.

**35. Violations of Building's Rules and Regulations**

A student shall not commit or participate in any conduct or act prohibited by a school building's rules and regulations.

**36. Weapons and Dangerous Instruments**

A student shall not possess, handle or transmit a knife with a blade length of three (3) inches or less, airsoft gun, blackjack, baton, martial arts device, paintball or splat gun, or other object or instrument that can be considered a weapon or is capable of inflicting bodily injury.

**Additional Definitions:** The following definitions are provided for guidance only. If a student or other individual believes there has been bullying, hazing, harassment or other aggressive behavior, regardless of whether it fits a particular definition, s/he should report it immediately and allow the administration to determine the appropriate course of action.

- **"Aggressive behavior"** is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a student's educational, physical, or emotional well-being. Such behavior includes, for example, bullying, hazing, stalking, intimidation, menacing, coercion, name-calling, taunting, making threats, and hitting/pushing/shoving.
- **"At School"** is defined as 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. It also includes conduct using a telecommunications access device or telecommunications service provider that occurs off school premises if either owned by or under the control of the District.
- **"Harassment"** includes, but is not limited to, any act which subjects an individual or group to unwanted, abusive behavior of a nonverbal, verbal, written or physical nature, often on the basis of age, race, religion, color, national origin, marital status or disability, but may also include sexual orientation, physical characteristics (e.g., height, weight, complexion), cultural background, socioeconomic status, or geographic location (e.g., from rival school, different state, rural area, city, etc.).
- **"Intimidation/Menacing"** includes, but is not limited to, any threat or act intended to: place a person in fear of physical injury or offensive physical contact; to substantially damage or interfere with a person's property; or to intentionally interfere with or block a person's movement without good reason.
- **"Staff"** includes all school employees and Board members.
- **"Third parties"** include, but are not limited to, coaches, school volunteers, parents, school visitors, service contractors, vendors, or others engaged in District business, and others not directly subject to school control at inter-district or intra-district athletic competitions or other school events.

### **How to Report Bullying and Harassment:**

1. **First** - Report all incidents to an adult in the school district. Adults will respond immediately and with compassion. Reporters will complete our form for reporting bullying/harassment: *"Report Form for Bullying and School Violence"* or students/parents may submit a bullying report at Okay-2-Say and/or the Anti-bullying Reporting link on the District's web page and/or the Anti-bullying boxes posted in all schools.
2. **Second** - Staff will provide the building administrator(s) with bullying/harassment reporting form to begin an investigation into the reported incident(s) of bullying/harassment.
3. **Third** - Building administrators and staff will intervene immediately to reports of bullying/harassment. Staff will contact building security and/or law enforcement if the incident involves a weapon or other illegal activity.

### **Attendance**

#### **PHILOSOPHY - WE ARE ALL IN, ALL THE TIME**

Hazel Park Schools recognize the importance of daily and punctual attendance. Students with regular class and school attendance benefit from the life and career preparations, the exposure to diversity, and discourse contained within the school environment. As such, students demonstrating exceptional attendance and those with attendance difficulties must be identified, acknowledged, and supported.

We believe school attendance is a collective responsibility for all of us. Between our students' support system at home, their teachers at school, counselors, principals, and the Superintendent and Board of Education we all have a role in supporting our students' attendance.

## ROLES AND RESPONSIBILITIES

As a **parent/guardian**, you are expected to:

- Communicate all absences with the school before, on the day of, or within 24 hours of absence.
- Where requested, provide documentation of a student's absence with your student's school.
- Ensure any barrier with getting to school is communicated in order for school to understand, support, and assist, if possible.

A **professional staff member's** responsibility must include, but not be limited to:

- Providing meaningful learning experiences every day; therefore, a student who is absent from any given class period would be missing a significant component of the course.
- Speaking frequently of the importance of students being in class, on time, ready to participate.
- Keeping accurate attendance records (excused vs. unexcused).
- Requiring students to make up missed quizzes, tests, and other pertinent assignments before or after the regular school day and not permitting students to use instructional time to do make-up work.

A **principal's** responsibility must include, but not limited to:

- Ensuring accurate attendance records are maintained on a weekly, monthly, and by grade period basis.
- Identify the appropriate staff member(s) to communicate attendance concerns with students and their parents/guardians.
- Acknowledge students with exemplary attendance.
- Seek to understand from families if attendance concerns arise, what can be done from a school's perspective to resolve attendance concerns.
- Communicate the importance of daily attendance to students, staff, parents/guardians, and our community.
- Ensure the conditions exist where students engage in meaningful learning opportunities with support for academic and non-academic needs.

**Truancy:** Regular attendance in virtual school is determined by assignment completion. Since students have flexibility to choose the time to begin work each day, take their course work to remote locations, and determine the days of the week to complete assignments Hazel Park Schools have zero tolerance for truancy. Parents and guardians have the legal responsibility to ensure that their students are fully participating in virtual school by monitoring their progress. Check for assignment and assessment completion. Monitor the time spent each day on course work. Participate in monthly calls between the student and teacher. Provide transportation to all state and district testing. Submit doctor's notes or Family Leave Forms for extended absences. Monitor for academic integrity. Attend all workshops, orientations, Live Lessons, and grade-level meetings.

## REINFORCEMENT

1. Individual schools may have celebrations based on attendance goals.

## STUDENTS WITH ATTENDANCE CONCERNS

1. Will be placed on attendance contracts and be offered support from school to remove barriers for regular attendance. The contract may include incentives for improved attendance agreed upon by the school, student, and the parent/guardian.
2. May encourage "Make-up" time (see outline below).
3. May not participate in extracurricular activities until attendance has been improved for a grade period (see reinforcement in Student-Athlete Code of Conduct).
4. May lose grade credit in class.
5. May appeal attendance concerns within two weeks of the semester ending.

**MANDATED TRUANCY COMMUNICATION TO PARENT/GUARDIAN**

- **5** unexcused: phone call to parent/guardian and a follow-up letter
- **10** unexcused: letter sent home to parent/guardian & copied to student's file
- **15** unexcused: team meeting with teacher(s), social worker and Administrator, with follow-up letter home and copied to student's file.
- **20** unexcused: referral to Oakland County truancy program, a letter sent to the home and copied to student's file.

**MAKE-UP OPPORTUNITIES**

A student may make-up units of work with a properly certificated teacher if prior approval has been granted by the principal.

Students will be given the opportunity for making up work missed due to excused and/or unexcused absence(s) and days missed due to Out of School Suspension. The length of time for completion of make-up work shall be commensurate with the length of the absence.

Tests missed during the period of suspension may be made up by the students by contacting the teacher on the day of his/her return to school. The teacher, at his/her convenience, may administer the test or assign alternate written work in lieu of the test missed. Students are encouraged to contact his/her teacher to obtain make-up work to be completed and utilize the after school homework and tutoring program.

**TARDY****ROLES AND RESPONSIBILITIES**

A **professional staff member's** responsibility must include, but are not limited to:

1. Have a presence in the hallway before and after school and between classes, greeting and interacting with students.
2. Make a one minute announcement reminder before the beginning of class.
3. Plan student engagement in class from the start of the class period until the end.
4. Discuss the importance of attendance at their class and integrate this expectation into their classroom norms.
5. Only issue hall passes after first and before the last ten minutes of classes.
6. Reinforce the expectation of on-time arrival to class through fostering positive teacher-student relationships and problem solving with student and parent if on-time arrival becomes an issue.
7. Seek to understand student issues interfering with on-time arrival to class and leverage support systems as needed.
8. Maintain accurate attendance records (tardy arrival times).

A **principal's** responsibility must include, but are not limited to:

1. Have a hallway presence before and after school and between classes, greeting and interacting with students and staff.
2. Make a one minute announcement reminder before the beginning of class.
3. Support teachers in developing student engagement from the beginning to the end of each class period.
4. Conduct sixth tardy meetings (see below).
5. Communicate and facilitate Make-up Time sessions.
6. Staff and facilitate After School Detention sessions.
7. Seek to understand student issues interfering with on-time arrival to class and leverage support systems as needed.
8. Ensure building-wide responsibility is integrated with the PBIS system.
9. Acknowledge students with exemplary or improved arrival to class(es).

The **PBIS School Leadership Team's** responsibility must include, but is not limited to:

1. Develop daily announcements reinforcing the message about on-time arrival to class.
2. Set building-wide goals for student tardiness.
3. Assist with monitoring improvement in tardies.
4. Identify building-wide rewards and acknowledgement for meeting (or exceeding) tardy goal(s).

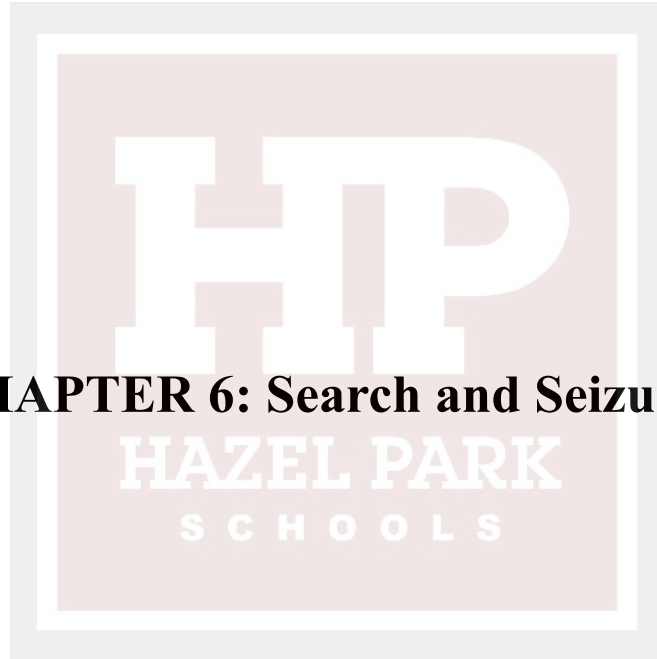
<b>TARDY (number of tardies within Semester)</b>	<b>SCHOOL RESPONSE</b>
<b>3</b>	<p>Teacher managed, including documentation.</p> <ul style="list-style-type: none"> <li>● Tardy 1: Teacher reminder of expectation</li> <li>● Tardy 2: Teacher warning to student with 1:1 conversation</li> <li>● Tardy 3: Teacher reinforcement for tardy</li> </ul> <p><b>NOTE:</b> A student arriving over fifteen minutes late to class must first be talked with by a teacher individually and if needed on first occurrence, an Office Referral may be written to the Attendance Administrator.</p>
<b>6</b>	<ul style="list-style-type: none"> <li>● Tardy 4: Student meeting with counselor:                             <ul style="list-style-type: none"> <li>○ Consider adult to student mentor, peer to peer mentor, or introduce student to school engagement opportunities.</li> <li>○ After School Detention.</li> </ul> </li> <li>● Tardy 5:                             <ul style="list-style-type: none"> <li>○ Referral to Attendance Administrator or Second After School Detention</li> </ul> </li> <li>● Tardy 6:                             <ul style="list-style-type: none"> <li>○ Administrator referral with review of previous actions and opportunity for Make-up Time Session</li> <li>○ Attendance Contract Generated</li> <li>○ Loss of student privileges, including attendance at extracurricular activities.</li> <li>○ Unless Make-up Time is fulfilled, students will receive <b>one unexcused absence.</b></li> </ul> </li> </ul>

**ENTERING THE BUILDING AFTER THE START OF THE SCHOOL DAY**

- Students entering the building must do so at the Main Front Entrance
- Students will be issued a Hall Pass and have five minutes to get to their assigned class before the tardy policy is implemented.

**DEFINITIONS**

Definition:	Elementary	Secondary
<p><b>Absence:</b> The non-presence of a student in the assigned location any time beyond the tardiness limit.</p>	<p>Elementary arriving after 10AM.</p> <p>Elementary leaving anytime before 2PM,</p>	
<p><b>Excused Absence:</b> The absence of a student from a class period shall be excused if it is verified as having the consent of his/her parent or guardian, counselor, teacher or administrator.</p> <p>In accordance with the Hazel Park Board of Education Attendance Policy the following absences are considered <u>excused</u>:</p> <ul style="list-style-type: none"> <li>● Illness (with calls from parents) Allowed 5 days per year</li> <li>● Illness in the family.</li> <li>● Quarantine of the Home (limited to the length of the quarantine as fixed by the proper health officials)</li> <li>● Death of a relative</li> <li>● Professional appointments; medical, dental, legal, and other necessary appointments. (with a signed statement from the doctor)</li> <li>● Observance of Religious holidays</li> <li>● Absences otherwise approved by Superintendent, i.e. district activity, field trip, once in a lifetime experience</li> </ul> <p>All of these must have support documentation with the exception of illness for 5 days.</p>		
<p><b>Unexcused Absence:</b> The absence of a student for which no written excuse has been approved.</p>		
<p><b>Suspension:</b> The exclusion of a student by an administrator from a class or classes for a specific duration shall constitute a suspension. All suspensions are considered excused absences.</p>		
<p><b>Tardy:</b> The failure of a student to be inside the assigned classroom when the bell rings is regarded as a tardy for the class period. Students who attend any part of the class shall be recorded as present.</p>	<p>Students arriving at school after 8:10AM and before 10AM.</p> <p><b>5 tardies = ½ day absence</b></p> <p><b>Students leaving before 3:14PM and after 2PM</b></p> <p><b>5 early exits = ½ day absence</b></p>	



**CHAPTER 6: Search and Seizure**

In order to maintain order, safety and security in the schools, school authorities are authorized to conduct reasonable searches of school property and equipment, as well as of students and their personal effects. "School authorities" includes school liaison police officers.

### **School Property and Equipment as well as Personal Effects Left There by Students**

School authorities may inspect and search school property and equipment owned or controlled by the school (such as lockers, desks, and parking lots), as well as personal effects left there by a student, without notice to or consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there.

The building principal may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.

### **Students**

School authorities may search a student and/or the student's personal effects in the student's possession (such as, purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the school or district's student rules and policies. The search will be conducted in a manner that is reasonably related to its objective of the search and not excessively intrusive in light of the student's age and sex, and the nature of the infraction.

School officials may require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates the school's disciplinary rules or school district policy. In the course of the investigation, the student may be required to share the content that is reported in order for a school to make a factual determination.

### **Seizure of Property**

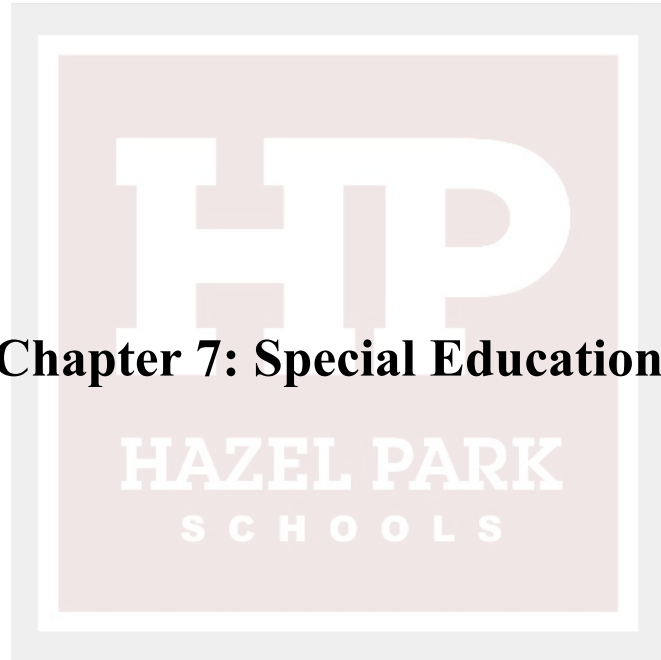
If a search produces evidence that the student has violated or is violating either the law or the school or district's policies or rules, evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, evidence may be transferred to law enforcement authorities.

#### **Cross-references:**

**AG IV-15. Search and Seizure.**

**MCL 380.1306**

**MCL 380.1313**



## **Chapter 7: Special Education**

It is the intent of the school district to ensure that students who are disabled within the definition of the Individuals with Disabilities Education Act (“IDEA”) or section 504 of the Rehabilitation Act of 1973 (“Section 504”) are identified, evaluated, and provided with appropriate educational services.

The school district provides a free appropriate public education in the least restrictive environment and necessary related services to all students with disabilities enrolled in the school.

For the provision of special education programs and services under the IDEA, the term “student with a disability” means a person between ages 3 and 26 for whom it is determined that special education services are needed. A student who reaches age 26 after September 1 is a "student with a disability" and entitled to continue a special education program or service until the end of that school year.

For the purposes of complying with Section 504, a "student with a disability" is a person who:

1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities;
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

A copy of the publication “Explanation of Procedural Safeguards Available to Parents of Students with Disabilities” may be obtained from the school district office.

**Cross References:**

AG III-4. Parental Participation in Title I Programs

AG III-6. Special Education

AG IV-14. Use of Seclusion and Restraint.

Article 5 Section 2. Non-Discrimination.

Americans with Disabilities Act of 1990 (ADA)

Individuals with Disabilities Education Act (IDEA)

Family Educational Rights and Privacy Act (FERPA)

## Discipline of Students with Disabilities

The School District will comply with the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973 when disciplining students with disabilities. Behavioral interventions will be used with students with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors.

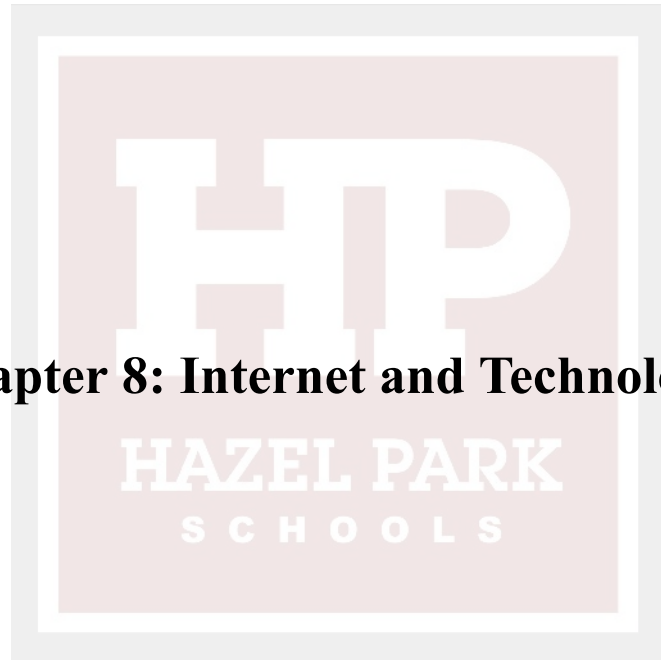
**Cross References:**

NEOLA 5605 *Suspension/Expulsion of Students with Disabilities*

NEOLA 2260.01 *Section 504/ADA Prohibition Against Discrimination Based On Disability In Education Programs And Activities*

Section 504 of the Rehabilitation Act of 1973 (Section 504)

## **Chapter 8: Internet and Technology**



All use of electronic network use must be consistent with the school's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. These rules do not attempt to state all required or proscribed behavior by users. However, some specific examples are provided. **The failure of any user to follow these rules will result in the loss of privileges, disciplinary action, and/or appropriate legal action.**

### Acceptable Use

Access to the electronic network must be: (a) for the purpose of education or research, and be consistent with the District's educational objectives, or (b) for legitimate business use.

### Privileges

The use of the electronic network is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrator or Building Principal will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. His or her decision is final.

### Unacceptable Use

The user is responsible for his or her actions and activities involving the network. Some examples of unacceptable uses are:

- a. Using the network for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any State or federal law;
- b. Unauthorized downloading of software, regardless of whether it is copyrighted or de-virused;
- c. Downloading of copyrighted material for other than personal use;
- d. Using the network for private financial or commercial gain;
- e. Wastefully using resources, such as file space;
- f. Hacking or gaining unauthorized access to files, resources, or entities;
- g. Invading the privacy of individuals, that includes the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature including a photograph;
- h. Using another user's account or password;
- i. Posting material authored or created by another without his/her consent;
- j. Posting anonymous messages;
- k. Using the network for commercial or private advertising;
- l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
- m. Using the network while access privileges are suspended or revoked.
- n. Cyberbullying

### Network Etiquette

The user is expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

- a. Be polite. Do not become abusive in messages to others.
- b. Use appropriate language. Do not swear, or use vulgarities or any other inappropriate language.
- c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
- d. Recognize that email is not private. People who operate the system have access to all email. Messages relating to or in support of illegal activities may be reported to the authorities.
- e. Do not use the network in any way that would disrupt its use by other users.
- f. Consider all communications and information accessible via the network to be private property.

## **No Warranties**

The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

## **Indemnification**

The user agrees to indemnify the School District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of these procedures.

## **Security**

Network security is a high priority. If the user can identify a security problem on the Internet, the user must notify the system administrator or Building Principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log-on to the Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the network.

## **Vandalism**

Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of computer viruses.

## **Telephone Charges**

The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.

## **Copyright Web Publishing Rules**

Copyright law and District policy prohibit the re-publishing of text or graphics found on the web or on District websites or file servers without explicit written permission.

- a. For each re-publication (on a website or file server) of a graphic or a text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the web address of the original source.
- b. Students engaged in producing web pages must provide library media specialists with email or hard copy permissions before the web pages are published. Printed evidence of the status of "public domain" documents must be provided.
- c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the website displaying the material may not be considered a source of permission.

## Use of Email

The District's email system, and its constituent software, hardware, and data files, are owned and controlled by the School District. The School District provides email to aid students as an education tool.

- a. The District reserves the right to access and disclose the contents of any account on its system, without prior notice or permission from the account's user. Unauthorized access by any student to an email account is strictly prohibited.
- b. Each person should use the same degree of care in drafting an email message as would be put into a written memorandum or document. Nothing should be transmitted in an email message that would be inappropriate in a letter or memorandum.
- c. Electronic messages transmitted via the School District's Internet gateway carry with them an identification of the user's Internet *domain*. This domain is a registered name and identifies the author as being with the School District. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of the School District. Users will be held personally responsible for the content of any and all email messages transmitted to external recipients.
- d. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message's authenticity and the nature of the file so transmitted.
- e. Use of the School District's email system constitutes consent to these regulations.

## Use of Electronic Devices- State Testing and Other Assessments - STUDENTS

Students are not permitted to use, wear, or access any personal, non-testing electronic devices during testing or while on a break when in an active testing session. These electronic devices include but are not limited to smartphones, cell phones, smartwatches, Bluetooth headphones, headphones that allow access to voice assistant technology, and computers and/or tablets not being actively used for testing purposes.

Administration staff are to practice due diligence in actively monitoring students in the testing room and on breaks to ensure that electronic devices are not accessed. If a student brings an additional electronic device into the testing room, the test administrator must follow the district/building level electronic device procedures to ensure the electronic device is stored appropriately and is not accessible to the student during testing.

The testing environment is not to be disturbed by any electronic devices not used for testing or test administration. If an additional electronic device is medically necessary for a testing student, the device must be left with the test administrator, or the test must be administered to the student in a one test administrator-to-one student setting, and the student must be actively monitored at all times while testing.

### Additionally

- Students are not allowed to access the device used for testing for any other purpose than to complete the test during the test session.
- A student may not access any additional websites or applications during testing, or for any other purpose after testing, while in the testing room.
- Staff is to ensure that all testing devices are configured properly and that all background applications are disabled before testing begins.
- No pictures or videos may be taken during testing.

**Prohibited Practices**

- If a student has a cell phone or other non-test electronic device out at any point during a test session, that student's test has been compromised and is to be invalidated due to prohibited behavior, even if the student did not use the cell phone or device.
- Students are not allowed to wear or access "wearable" technology (such as smartwatches, fitness trackers, Bluetooth headphones) during testing. If a student is wearing such a device during testing, that student's test must be invalidated because the student has access to the device regardless of whether it was used or not.
- Even if a student has exited or submitted their test, they cannot use cell phones or other electronic devices in the testing room. If the student has exited/submitted the test and then accesses a cell phone/electronic device (including wearable technology), this constitutes prohibited behavior and the student's test will be invalidated.

**Use of Electronic Devices- State Testing and Other Assessments - Test Administrators, Test Monitors, and Staff**

- Test Administrators and Test Monitors must be focused on active monitoring throughout test administration. During testing, staff may only use an appropriately configured device (for example, an iPad or Chromebook) for monitoring the WIDA, MI-Access FI, or M-STEP assessments, and these devices should be used for no other purpose, during testing.
- A Test Administrator shall not disturb the testing environment through texting, speaking, or other cell phone/wearable technology/electronic device use, except in the event of an emergency (for example, sick student(s) in the room, technical issues). Test content can never be photographed or communicated; this includes when a Test Administrator or Test Monitor needs to alert others of an issue or incident.
- Test Administrators and Test Monitors are not to use their cell phones, wearable technology, or other devices to check email or perform other work during testing. All such electronic devices are to be silenced to reduce disruptions.
  - Staff who go between rooms or help troubleshoot technical issues during testing, may also use their cell phones to contact the service provider's help desk; however, if possible, they should step out of the testing room to make calls, to minimize disruptions.

**Prohibited Practices**

- If a test administrator or other staff in the testing room accesses an additional electronic device, this will result in a misadministration for the entire testing session and invalidation of the students' tests, in addition to any other actions the Michigan Department of Education (MDE) deems necessary.
- Photography/communication of test content will result in a misadministration for the entire testing session and invalidation of the students' tests, in addition to any other actions MDE deems necessary.

**Communication Plan and Staff Training**

The school/district will share this process with the staff, students and families through the use of our mass communication system, digital newsletter, and the district website. This information will be added to the Student Code of Conduct Handbook and to the Acceptable Use Agreement. The guidelines and expectations will be reviewed in detail with all school staff. Additionally, all staff will participate in required training, as outlined in the State of Michigan's Assessment Integrity Guide, and certify their completion of training by signing the Security Compliance Form.

**Monitoring Plan**

The test administrator and/or test monitor will remain in the testing site for the duration of the testing and will monitor student use of electronic devices. Enforcement of the expectations and/or prohibited practices will be monitored by building administrators, and the building/district assessment coordinators.

## Incident Reporting

If a violation occurs, by a student or staff member, the test administrator/test coordinator will immediately notify the building principal who will notify the district assessment coordinator. The incident will be fully investigated followed by the submission of an incident report to OEAA through the secure website. The district assessment coordinator will communicate required actions to the building principal and building test coordinator, and monitor completion of the required actions.

## Violation of Acceptable Use of Technology During Testing - Students

All Hazel Park School district students sign a Student Technology Use Agreement, which has been updated to include new language as provided by OEAA. Students violating the procedures and expectations may be subject to discipline as outlined in the student handbook.

## Violation of Acceptable Use of Technology During Testing - Staff

All staff who are responsible for testing will complete required training and certify their completion through the testing portal. If this is not done, disciplinary action will be taken within the parameters of their collective bargaining agreement.

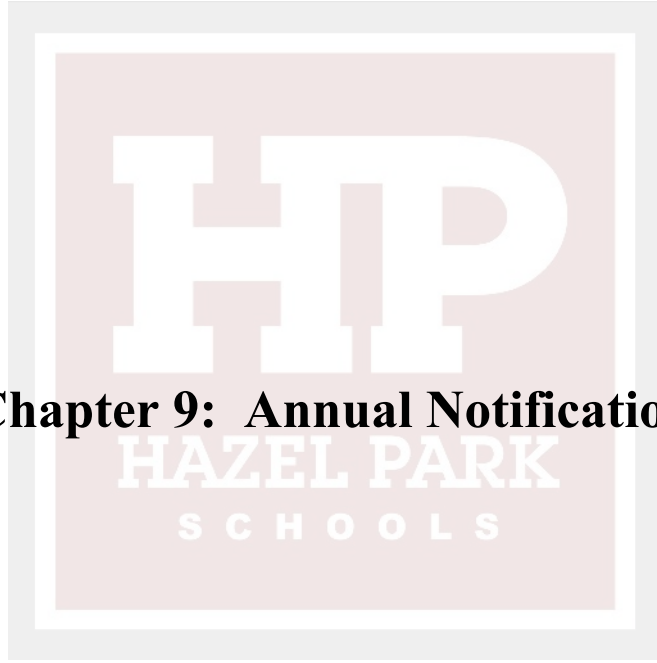
### Resources

- 2022-23 OEAA Electronic Device Use Policy for statewide testing
- 2022-2023 Assessment Integrity Guide

MCL 380.1310b

AG VII-14. Acceptable Use Policy: Technology and Internet Safety

***Implementation Comment:*** While this handbook language is generally appropriate, please be aware that changes in the federal Children's Internet Protection Act ("CIPA") required school districts to update their Internet safety policies by July 1, 2012. School officials should check Board Policy for updated language and corresponding acceptable use agreements to ensure that handbook language is consistent with newly-adopted policy and agreements that comply with the law, including: (1) assurance that the District will use technology protection measures to block access to material that is obscene, that constitutes child pornography, or that is "harmful to minors"; and (2) assurance that the District will monitor minors' online activities. The policy must also address: (1) minors' access to "inappropriate" matter on the Internet; (2) the safety and security of minors when using e-mail, chat rooms, and other forms of direct electronic communications; (3) unauthorized access, including "hacking" and other unlawful activities by minors online; (4) unauthorized disclosure, use, and dissemination of personal information regarding minors; and (5) measures restricting minors' access to material harmful to them. A school district has an affirmative obligation to define what material it considers to be "inappropriate" for minors.



## **Chapter 9: Annual Notifications**

## Family Educational Rights and Privacy Act (FERPA)

Rights Under FERPA The federal law known as the [Family Educational Rights and Privacy Act](#) (FERPA) affords parents<sup>3</sup> and students who are 18 years of age or older (“eligible students”) certain rights with respect to the student’s education records. These rights are:

1. The right to inspect and review the student’s education records within 30 days after the day the School District receives a request for access.

Parents or eligible students who wish to inspect their education records should submit to the school principal a written request that identifies the records they wish to inspect. The principal or designee will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.

Parents or eligible students who wish to ask the School District to amend their child’s or their education record should submit a written request to the school principal, clearly identifying the part of the record they want changed and specifying why they believe it should be changed. If the School District decides not to amend the record as requested, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding hearing procedures will be provided to the parent or eligible student at the time they are notified of the right to a hearing.

3. The right to provide written consent before the School District discloses personally identifiable information (PII) from the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A designated school official with a legitimate educational interest includes a person employed by the School District as an administrator, teacher, or other person designated by the Board of Education. A school official also includes a liaison officer who, while not employed by the School District, may be granted access to student educational records (including video footage) at the direction and supervision of a school administrator. A school official also may include a contractor or consultant who, while not employed by the School District, performs an institutional service or function (such as design and maintenance of the School District’s security camera system) for which the school would otherwise use its own employees and who is under the direct control of the School District with respect to the use and maintenance of personally identifiable information from student education records.

4. The right to refuse to allow the disclosure of “directory information.”

“Directory information” regarding a student may be released to any requesting person or party, in addition to the eligible student or the student’s parent, without written consent. The Board of Education has defined “directory information” to include a student’s:

- Name;
- Address and telephone number;
- Photograph;
- Birth date and place of birth;
- Participation in School District related programs and extracurricular activities;
- Academic awards and honors;
- Height and weight, if a member of an athletic team;
- Honors and awards; and
- Dates of attendance and date of graduation.

In the event inconsistency exists between the Board of Education policy defining “directory information” and this annual notification, the policy prevails.

**Each year, the Superintendent or designee will provide public notice to students and parents of the School District’s intent to make directory information available to students and parents. Common uses for students’ directory information, which include, but are not limited to: [insert list].**

**Eligible students and parents may refuse to allow the School District to disclose any or all of such directory information upon written notification to the School District within thirty (30) days after receipt of the School District’s public notice. Parents may submit written notification to the building principal of their child’s school and/or fill out the attached *FERPA Opt-Out Form*.<sup>4</sup>**

5. The right to file a complaint with the United States Department of Education concerning alleged failures by the School District to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue SW  
Washington DC 20202-5280

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<sup>3</sup> The word “parents,” when used in these Annual Notifications includes legal guardians and, where required by law, those acting in the place of parents.

**United States Armed Forces.** The School District is required to provide United States Armed Forces recruiters with at least the same access to student directory information as is provided to other entities offering educational or employment opportunities to those students as is permitted and/or required by law. "Armed forces of the United States" means the armed forces of the United States and their reserve components and the United States Coast Guard. An eligible student or the parent may submit a signed, written direction to the School District that the student's directory information not be accessible to United States Armed Forces recruiters. In such a case, the information will not be disclosed.

**Other Agencies or Institutions.** As permitted by FERPA, the School District may forward education records, including disciplinary records, without student or parental consent, to other agencies or institutions in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer and upon receipt of a request for a student's school or education records.

**Compliance.** The School District will comply with a legitimate request for access to education records within a reasonable period of time, but not more than thirty (30) days after receiving the request or within a shorter period as may be applicable by law to students with disabilities. The requesting party may be charged a processing fee for the information.

### **Notice of Asbestos in School Buildings**

Each school building within the School District has been inspected for the presence of asbestos-containing materials as required by the [Asbestos Hazard Emergency Response Act](#) (AHERA). A copy of the Building Inspection and Management Plan for each building is available in the building's main office. The plans may be inspected by members of the public and by School District employees during normal business hours. A copy of the plan will be made available upon request for a nominal fee.

### **Pesticides**

The Board of Education has adopted a policy to provide students and staff with an environment that is free of pests, pesticides, and harmful chemicals to the extent required by law. The Integrated Pest Management Program (IPM) includes routine inspections or surveys of all school facilities and various strategies to prevent pests from becoming a problem. Pesticides are used only as a last resort and parents will be notified prior to a pesticide application in a school building or on school grounds.

### **Parental Inspection of Instructional Materials**

Parents have the right to inspect, upon request, any instructional material used as part of the School District's educational curriculum. Parents will be provided access to instructional materials within a reasonable period of time after the request is received by the building principal. The term "instructional material" means instructional content that is provided to a student, regardless of its format, including printed and representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or assessments.

### **School Property**

The Board acknowledges the need for a reasonable degree of in-school storage of student possessions and will provide storage places, including desks and lockers, for that purpose. Where lockers are provided, students may lock them against incursion by other students, but lockers remain School District property. Students do not have a reasonable expectation of privacy with respect to School District personnel or their designees in lockers or other in-school storage places provided by the School District.

## Student Privacy and Parental Access to Information

Under the federal [Protection of Pupil Rights Amendment](#) (PPRA), no student will be required as a part of the school program or the School District's curriculum, without prior parental consent, to submit to or participate in any survey, analysis or evaluation that reveals information concerning:

- Political affiliations or beliefs of the student or the student's parents;
- Mental or psychological problems of the student or the student's family;
- Sexual behavior or attitudes;
- Illegal, anti-social, self-incriminating, or demeaning behavior;
- Critical appraisals of other individuals with whom students have close family relationships;
- Legally-recognized privileged and analogous relationships, such as those of lawyers, physicians, and ministers;
- Religious practices, affiliations, or beliefs of the student or the student's parents; or
- Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program).

This requirement also applies to the collection, disclosure, or use of student information for marketing purposes ("marketing surveys"), and certain physical examinations and screenings.

Parents have the right to inspect, upon request, a survey or evaluation created by a third party before the survey/evaluation is administered or distributed by the school to the student. The parent will be given access to the survey/evaluation within a reasonable period of time after the request is received by the building principal.

Parents who believe their rights have been violated may file a complaint with:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue SW  
Washington, DC 20202

### Title I Funds: Parent Involvement

[Hazel Park Schools within the School District] receive Title I funding. [Hazel Park Schools within the School District] receives [type] funding, while [Hazel Park Schools within the School District] receives [type] funding. In accordance with law, the Board of Education has adopted a parent involvement policy (also known as a parental and family engagement policy). The School District is committed to establishing and maintaining positive relationships with families and the community. To that end, the School District will provide a variety of opportunities for families and other members of the community to become involved in children's education.

Parents may request information regarding the professional qualifications of the student's classroom teachers in writing submitted to [person, department]. The request may include:

- Whether the teacher has met Michigan qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Whether the teacher is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived;
- The teacher's baccalaureate degree(s), major, any other graduate certification or degree(s) held, and the field of discipline of the certification or degree; and
- Whether the student is provided services by a paraprofessional and, if so, the paraprofessional's qualifications.



## **Chapter 10: Athletic and Extracurricular Handbook**

For the 2023-24 School Year, any and all references to the Superintendent's Designee in the Student-Athlete Code of Conduct Handbook shall be Thomas Oestrike for the high school and junior high school.

### **Non-Discrimination Statement**

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education amendments of 1972, Section 504 of Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disability Act of 1990, and Elliott-Larsen Civil Rights Act of 1977, it is the policy of the Hazel Park School District that no person shall, on the basis of race, color, religion, military status, national origin or ancestry, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law,) height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to, discrimination during any program, activity, service or employment.

Inquiries related to any nondiscrimination policies should be directed to the Superintendent, 1620 E. Elza, Hazel Park, MI 48030, (248) 658-5200.

The Hazel Park School District Student-Athlete Code of Conduct Handbook for Student-Athletes has been developed to provide a uniform set of rules and regulations to govern all district athletic participants regardless which team or school they represent. The Student-Athletic Code of Conduct Handbook combines rules and regulations of the Michigan High School Athletic Association (MHSAA), which have been adopted by Hazel Park Schools, with specific district rules governing athletic participation. The Student-Athletic Code of Conduct Handbook will be in effect at all times and student-athletes are to comply with all aspects of the code if they desire to enjoy the privilege of continued eligibility for participation in athletics. Student-athlete expectations need to be adhered to twenty-four hours per day, seven days a week, three-hundred sixty-five days a year.

In addition, student-athletes who incur school disciplinary action because of violations defined in the Hazel Park Schools' Student Code of Conduct Handbook are also subject to the disciplinary actions contained in the Student-Athlete Code of Conduct Handbook. Although a student-athlete may be academically ineligible to participate in contests and scrimmages, he/she may practice with the team so long as he/she is not suspended from school as outlined in the Hazel Park Schools' Student Code of Conduct Handbook. However, the student-athlete may forfeit the opportunity to receive an athletic award if loss of participation in contests prevents him/her from meeting the requirements for earning the award as outlined in the written supplemental team rules and regulations developed by the coach and distributed to each participant at the start of the sports season.

### **Obligations - Expectations**

Anyone involved in our athletic program is expected to represent Hazel Park Schools and its schools and community in a first-class quality manner at all times. This includes both on and off the field of athletic competition and events. Hazel Park Schools expects all of our student-athletes to focus on being the best they can be in the following three areas:

1. Be the best person by the manner in which we act. Sportsmanship, work ethic and how we treat others is paramount in setting the right example for our young people in our community. Taking responsibility and representing our teams, school and community is very important in establishing the type of standards that we must constantly be striving for in the Hazel Park Schools. We must realize how destructive complaining, making excuses and blaming others can be in becoming successful teams and individuals. It is far more important to work at having a positive attitude, team loyalty, dedication, and placing the team ahead of individual accomplishments. These are the characteristics that will stand the test of time and result in having an athletic program with a solid foundation.
2. Be the best Student by stressing solid study habits and commitment in this area. We are in school to learn first and participating in athletics is a privilege. If a student chooses not to maintain solid study habits he/she will be jeopardizing this privilege. To reach our potential as a student it must be emphasized and made a priority at all times. Academic achievement must be a goal we are willing to set with high standards that demonstrate good organization of time and solid efforts. All athletes must be willing to make sacrifices and pay the price of hard work in the classroom if they are real team players. Don't let your team down when it comes to this critical matter.
3. Be the best Athlete by taking care of being a solid person and student first. We don't have a chance at becoming a true student-athlete without the proper attitude as a person and student. Actions in the classroom and community

will definitely carry over to how well a student-athlete performs in athletics. Being a student-athlete does not result in special privileges. In fact, it is just the opposite. Student-athletes have more responsibility and far more to lose if they fail as a person or student. The genuine student-athlete is not afraid of the extra responsibility and work. The real student-athletes look at these obligations and expectations as challenges. They are not afraid to help others and do not go around thinking they are better than the rest of the student body. Real Student-athletes appreciate the opportunity he/she has and do not take himself too seriously. Hazel Park Schools Expects our student-athletes to constantly realize there are small eyes upon them watching what they say and do!

*"Our Attitude determines our Actions and our Actions reveal our Character."*

## **CODE OF CONDUCT**

Student-athletes are subject to all MHSAA rules and regulations even though such rules may not be included specifically in this document. A copy may be reviewed at the Middle School Main Office, High School Main Office, and Board of Education and Administrative Office.

### **SECTION I: RULES OF ELIGIBILITY FOR PARTICIPATION**

The following rules of eligibility must be observed in order to participate in the interscholastic athletic program at Hazel Park Schools:

**A. ENROLLMENT (MHSAA Regulation - Section 1a)**

The student-athlete must be enrolled in the school by Monday of the fourth week of the semester in which he/she competes. The student-athlete must reside in the school service area in which he/she attends school and must be enrolled in the school for which he/she competes.

**B. AGE (MHSAA Regulation - Section 2a)**

**HIGH SCHOOL:** A student-athlete in grades nine through twelve who participates in any interscholastic athletic contest must be under nineteen (19) years of age. When a student-athlete's nineteenth birthday occurs on or after September 1 of a current school year, he/she is eligible for participation for the balance of that school year.

**MIDDLE SCHOOL:** A seventh or eighth grade student-athlete must be under fourteen (14) and fifteen (15) years of age, respectively. A student-athlete who reaches that age after September 1 is eligible for participation for the balance of that school year.

**C. PARTICIPANT PHYSICAL EXAMINATION (MHSAA Regulation - Section 3a)**

A student-athlete must have a Physical Examination Form completed by a physician certifying that the student is fully able to compete in athletics. The physical must take place after April 15 of the previous school year to be used for the current school year. The student-athlete must submit the completed physical form to the coach prior to participating in tryouts, practice sessions, or contests. The completed form will be kept on file in the athletic office during subsequent sports seasons.

**D. SEASONS OF COMPETITION (MHSAA Regulation - Section 4a)**

A student-athlete, while enrolled in grades nine through twelve, shall be eligible to compete in no more than four (4) seasons in either first or second semester athletics. For example, a student may not compete in more than four (4) seasons of a particular sport: football, tennis, etc. Student-athletes enrolled in grade seven or eight are not limited in the number of seasons of competition. A student-athlete shall be limited to participation in only one sport session when that sport leading to a state championship is sponsored twice during the school year.

**E. SEMESTER OF ELIGIBILITY (MHSAA Regulation - Section 5a)**

A student-athlete shall not be eligible to compete in any branch of athletics that has been enrolled in grades nine through twelve for more than eight semesters. The seventh and eighth semesters must be consecutive. Enrollment in a school for a period of three weeks or more, or competing in one or more interscholastic athletic contests, shall be considered as enrollment for a semester under this rule. Student-athletes in grades seven or eight are not limited in the number of semesters in which they may be eligible.

**SECTION II: ATHLETIC ACADEMIC ELIGIBILITY (MHSAA Regulation - Section 7a)**

The Hazel Park Schools will abide by the Michigan High School Athletic Association (MHSAA) regulation concerning eligibility.

While the MHSAA rules state that a student-athlete must have received passing grades in a minimum of 66% of classes (e.g. 4 classes) during the previous semester and must maintain passing grades in a minimum of 66% of classes (e.g. 4 classes) during the current semester to be eligible to participate in athletics, Hazel Park Schools requires student-athletes pass 100% of his or her classes with a 60% or higher to participate on an athletic team. If a student-athlete drops/withdraws from a class and it is deemed a drop/fail, the student becomes immediately academically ineligible. In no case shall Hazel Park Schools' regulations be less than those of the MHSAA.

- A. The previous semester grades will be used to determine eligibility for the start of the next semester. Student-athletes who fail a class or classes in the spring semester may be eligible to participate in a sport which begins before the start of the fall semester only after the successful completion of a class or classes which makes up for the class or classes failed (e.g. summer school).

Student-athletes who are ineligible at the start of the fall semester may be eligible to participate in an interscholastic contest (game) after a satisfactory progress report is submitted after the third week of the semester. While the student-athlete is ineligible, he/she may practice with the team.

- B. Eligibility for maintaining passing grades shall begin on the first day of the fourth week of each semester. If a student-athlete receives a failing grade (e.g. one F or more), he/she will become immediately ineligible. The academic check procedure will be repeated biweekly for the entire season. Eligibility will be reinstated at the point when the student-athlete's grade becomes passing or when teacher communication is apparent and the student is taking responsibility for the agreed upon academic plan of action (e.g. turning in all assignments, paying attention at all times in class, seeking extra help from the teacher, etc.). Academic eligibility checks will be done bi-weekly. A student-athlete's eligibility status will be based on his/her grades in the current quarter. Appealed eligibility can be reinstated at the discretion of the Superintendent or his/her designee.
- C. The eligibility check will be done by the designee of the Superintendent.
- D. A student-athlete's academic record is based upon their originally scheduled class load. Therefore, virtual classes may not be utilized toward semester eligibility, with the exception of summer school.

**SECTION III: AWARDS (MHSAA Regulation - Section 11)**

- A. A student-athlete may not accept from any source anything for participation in athletics other than an emblematic award. An emblematic award would include, but not be limited to, any medal, ribbon, badge, plaque, cup, trophy, banner, picture, or regular letter award.
- B. No acceptable award shall exceed twenty-five (\$25.00) dollars in the value with the exception of the regular letter award of the school. The cost of engraving a medal or similar award need not be included in determining the value of the award.
- C. No one, such as a parent, friend, or other person, may accept an award on behalf of a student-athlete at any time prior to graduation from high school.
- D. Acceptance of such items as cash, merchandise, memberships, privileges, services, athletic equipment, apparel, and watches would be a violation.
- E. Attendance at the season banquet is required in order to receive your award, unless prior arrangements have been made with the coach and Athletic Director.
- F. A student-athlete violating any area of this section would be ineligible for interscholastic athletic competition for a period of at least one semester from the date of the violation. If violation occurs after the Monday of the fourth week of a semester, a student-athlete is ineligible for the balance of that semester and the succeeding semester.

**SECTION IV: MAINTAINING AMATEUR STATUS**

- A. A student-athlete participating or planning to participate in interscholastic athletics may NOT (1) accept any money or other valuable consideration for participating in athletics, sports, or games, (2) receive any money or other valuable consideration for officiating at interscholastic athletic contests, or (3) sign a contract with a professional team.
- B. The rule in (A) above applies to the following sports: Baseball, Basketball, Cross Country, Football, Golf, Softball, Tennis, Track, Volleyball, or Wrestling.
- C. A student-athlete violating this rule is ineligible and may not apply for reinstatement until the equivalent of one full school year has elapsed from the date of the last violation. After that date the student-athlete may request reinstatement to the MHSAA. any request to the MHSAA for reinstatement shall be submitted on behalf of the student by Hazel Park Schools.

**SECTION V: OUTSIDE OF SCHOOL ATHLETIC COMPETITION (MHSAA Regulation - Section 11)**

- A. A student-athlete who has participated in any athletic contest as a member of a school team may not participate in the same sport in the same season in any athletic competition outside of and not sponsored by the school. The exception to this rule is the individual sport athlete who may participate in a maximum of two (2) individual sports meets or contests during that sport season while not representing his/her school. A student-athlete may not compete in any "all-star" contests at any time in any sport sponsored by the MHSAA during the school year.
- B. A student-athlete violating rules in this section will be ineligible to participate in athletic contests and scrimmages for a period from a minimum of the next three contests up to a maximum of one school year depending on the violation.

**SECTION VI: STUDENT ATTENDANCE REQUIRED FOR ATHLETICS**

- A. Student-athletes are to attend school during the total school day in order to participate in athletic contests or practice during the same day or evening. Should there be a situation whereby a student-athlete cannot attend school, who would normally receive a verified absence, the student-athlete will be allowed to participate in the contest with approval of the Athletic Director.
- B. A student-athlete with an unverified absence from school may not participate in the athletic practice or contest scheduled for that day.

**SECTION VII: ATTENDANCE AT ATHLETIC PRACTICE SESSIONS & CONTESTS**

Attendance at practice sessions is essential to prepare athletes physically and mentally for athletic contests. All student-athletes are required to be at all athletic practice sessions and contests at the times designated by the coach.

**STUDENT-ATHLETES MAY BE EXCUSED FOR THE FOLLOWING**

Verified absences, school-sponsored events, and family emergencies are excusable absences. If interpretation is needed it will be done by the coach in conjunction with the Athletic Director. Saturday and Sunday practices, even if scheduled in advance, will be considered optional. Any student-athlete suspended shall not participate in practice or contest during their suspension.

Both parent and athlete must understand that any absences may affect an athlete's performance, playing time, and therefore his/her relative position on the team.

**FAILURE TO COMPLY**

Failure to attend scheduled practices or contests without an excused absence may lead to disciplinary action by the coach. Any student-athlete who has 3 unexcused absences will be dismissed from the team and not allowed to participate in that or any other sport during that season.

**SECTION VIII: TRAVELING TO AND FROM AWAY CONTESTS**

Any student-athlete on a team traveling to an away athletic practice or contest on school owned or chartered transportation or other such approved vehicles shall return to the home school on the same vehicle after the practice or contest is over. The only exception is when prior written or verbal arrangements are made and the coach grants permission for the student-athlete to leave the contest site with his/her parent or guardian. Student-athletes may not drive to games, whereas carpools must be arranged with parent drivers.

**FAILURE TO COMPLY**

Any student-athlete not returning from any away contest with a team without permission of the coach is ineligible to participate in athletic contests for one (1) calendar week from the date of the violation. Student-athletes may practice with the team. A second violation will result in immediate dismissal from the team for the remainder of that sports season.

**SECTION IX: UNIFORMS AND EQUIPMENT**

Student-athletes will be responsible for the care, security, and use of uniforms and equipment issued to them.

**FAILURE TO COMPLY**

Student-athletes shall be responsible to pay the replacement cost for uniform or equipment items that are abused or not returned. Student-Athletes shall not be allowed to participate in athletics in succeeding seasons until this obligation is met.

**SECTION X: USE, POSSESSION, BUY, SELL, OR GIVE AWAY ANY DRUG (E.G. TOBACCO, ALCOHOL, MARIJUANA, ETC.), NARCOTIC, CONTROLLED SUBSTANCE (E.G. ANABOLIC STEROIDS), OR POSSESSION OF DRUG SPECIFIC PARAPHERNALIA**

Hazel Park Schools expects student-athletes to conduct themselves in a way that positively reflects the district, community and student-body twenty-four hours per day, three-hundred sixty-five days a year. At no time shall a student-athlete USE, POSSESSION, BUY, SELL, OR GIVE AWAY ANY DRUG (e.g. Tobacco, Alcohol, Marijuana, etc.), NARCOTIC, CONTROLLED SUBSTANCE (e.g. ANABOLIC STEROIDS), or POSSESSION OF DRUG SPECIFIC PARAPHERNALIA.

Self-Disclosure: Any student-athlete, who by himself/herself or together with his/her parents or legal guardians, voluntarily discloses to a coach, (who must immediately follow-up with an administrator) or to an administrator a violation of Section X during the self-disclosure window shall be subject to the following disciplinary actions:

**Consequences for Self-Disclosure:**

The student-athlete shall select either Option 1 or Option 2 as follows:

**Option 1**

Forfeit 50% of the current season (or 50% of the upcoming season if the violation occurs out of that student-athlete's season). If the current season is near its end, then future or next sport seasons will be used to fulfill the 50% forfeiture clause. The student-athlete must also show evidence of attending a program for drug abuse or awareness approved by the Superintendent or his/her designee. The student-athlete shall also submit to random drug and/or alcohol testing as determined by the Superintendent or his/her designee.

## **Option 2**

Forfeit 25% the current season or 25% of the upcoming season if the violation occurs out of that student-athlete's season. The student-athlete must also show evidence of attending a program for drug abuse or awareness approved by the Superintendent or his/her designee. The student-athlete will also be required to fulfill 40 hours of community service approved by and in conjunction with the Athletic Director.

The self-disclosure window shall be defined as thirty (30) calendar days from the date of the incident or the date the Superintendent received credible information regarding the incident, whichever is lesser. Credible information shall be defined as, but not limited to law enforcement reports and first-hand witness statements by staff or Board of Education members.

In Option 1 or Option 2, a student-athlete failing a required drug and/or alcohol test or self-reporting additional offenses shall immediately result in a one (1) calendar year suspension from athletic programs in Hazel Park Schools.

A student-athlete that does not self-disclose during the disclosure window shall be subject to the disciplinary actions listed under Failure to Comply for Not Self-Disclosure.

## **Consequences for Not Self-Disclosing**

### **First Violation**

Six (6) months suspension from participation in any and all athlete practices and contests. Should the six (6) month suspension not encompass a sport that the student-athlete participates in, then the suspension shall be 50% of the upcoming athletic season that the student-athlete participates in. Prior athletic involvement shall be used to determine the 50% suspension. The student-athlete must also show evidence of attending a program for drug and/or alcohol abuse or awareness approved by the Athletic Director.

### **Second Violation**

Immediate dismissal from the team and one (1) calendar year suspension of athletic participation from the date of the incident. The student-athlete must also show evidence of attending a program for drug and/or alcohol abuse or awareness approved by the Athletic Director.

### **Third Violation**

Permanent dismissal from the athletic program at Hazel Park Schools.

Penalties shall be cumulative beginning with and throughout the student-athlete's participation in the Hazel Park Schools' athletic program.

## **SECTION XI MISDEMEANOR OR FELONIES**

Student-athletes charged with a misdemeanor or felony not covered in Section X are subject to a hearing by the Athletic Review Committee, as defined in Section XXII. Consequences can range from game suspensions to removal based on severity.

## **SECTION XII: SUMMER AND OFF-SEASON PROGRAMS**

A variety of sports camps, schools, clinics, and training programs are offered to student-athletes during the off-season and summer months by individual coaches and parks and recreation departments. These programs provide opportunities for aspiring student-athletes to improve their skills in a chosen sport. These summer and off-season programs are voluntary. Student-athletes shall not be required to enroll in these programs as a condition for membership or placement on an athletic team the succeeding season.

**SECTION XIII: SCHOOL COMMUNITY CONDUCT**

It is extremely important that our student-athletes represent Hazel Park Schools in a first class manner at all times. This is expected while the athlete is in school, on the athletic field and in the community. A student-athlete is eligible to participate in athletics if in the judgment of the Superintendent or his/her designee, school administration, teaching and coaching staff, he/she is a representative of the schools in matters of citizenship, integrity and sportsmanship. Participation in athletics is a privilege, not a right. Hazel Park High School will deal with misrepresentation in any form very severely when it deems necessary.

Student-athletes who are removed from an athletic contest for unsportsmanlike conduct will be suspended for the remainder of the day's contest(s) and the next date of competition under MHSAA Regulations. If the conduct is deemed flagrant, the student-athlete may be suspended for more than one contest or removed from the team for the remainder of the season as determined by the Athletic Director.

**SECTION XIV: ATHLETIC TEAM PARTICIPATION**

A student-athlete who signs up for a team that has a tryout period, and does not make the final cut, will be allowed to try out for another team (sport) upon mutual approval of the Athletic Director and the coach involved, and if the roster for that team has not been finalized by the Athletic Director. After the first official week of practice for any team, a student-athlete may not transfer from one team (sport) to another.

**SECTION XVI: CITIZENSHIP AND CONDUCT DURING THE SCHOOL YEAR**

It is the responsibility of the student-athlete to report any in school minor or major violations of the Student Code of Conduct to the Athletic Director. When a student-athlete violates the Student Code of Conduct, the following consequences shall occur in addition to the consequences provided by the school principal or his/her designee:

**FIRST Major Violation**

- A. Sport with ten or less game dates - 1 game date suspension
- B. Sport with more than ten game dates - 2 game date suspension (max 3 games)

**SECOND Major Violation**

- A. Sport with ten or less game dates - 2 game date suspension
- B. Sport with more than ten game dates - 4 game date suspension (max 6 games)

**THIRD Major Violation**

Dismissal from the team for the remainder of the season.

**Jr. High School Expectations**

Jr. High School students who have two or more 5's in citizenship will not be eligible to participate in athletics. If a student has a 4 or 5 in citizenship, they will be placed on probation and will be required to have their teachers complete a weekly progress report. In order to remain eligible, the weekly progress report must indicate that the student's citizenship in class has improved and remains at an acceptable level.

**SECTION XVII: TARDIES**

A student-athlete shall receive a one (1) game suspension for every six tardies (per season per class). First hour classes will not be counted towards tardies.

**SECTION XVIII: AFTER AND OUT OF SCHOOL POLICY FOR ATHLETES**

- A. Student athletes are not to be in the locker room, gymnasium, athletic fields with school equipment, bus, or in the school building without a coach in the immediate area.
- B. The school building is off limits to the student-athlete after 3 P.M. on school days, non-school days, and weekends without a coach or authority from a building staff member.
- C. Anytime a building staff member directs or requests a student athlete to vacate an area the student is to respond in a respectful and timely manner. A student athlete is not to argue or debate any request by a building staff member. Any disrespect or insubordination on the part of a student athlete may result in disciplinary action.
- D. It is important that students and coaches adhere to all policies. Try to create as safe of an environment as possible for everyone involved in our program.

**SECTION XIX: DRESS CODE**

Coaches may have a dress code for the entire season. The dress code shall be communicated to student-athletes by the coach at the beginning of the season.

**SECTION XX: SUPPLEMENTAL RULES AND REGULATIONS**

Supplemental rules/ regulations unique to a given sport may be implemented upon the approval of the Athletic Director. These rules must be in writing and submitted to participants prior to the start of the season, except under special circumstances as approved by the Athletic Director.

The Athletic Director is the only party who may exclude a student from athletic participation. Exclusion is generally based on the recommendation of the coach and/or building administrator.

**SECTION XXI: CARRY OVER OF PENALTIES**

In the event that a suspension from athletics cannot be fully served during a season, it will carry over into the following season. The only exceptions to the above rule would be in the case of a senior, in which case the suspension would carry over into the next sport he/she participates in that year. In case of MHSAA infraction, the MHSAA rules of "Carry Over of Penalties" supersede the rules outlined in Section XXI.

**SECTION XXII: APPEAL PROCEDURES**

The consequences and/or disciplinary action that a student-athlete is subject to, under the guidelines of the Student-Athletic Code of Conduct Handbook, may or may not be appealed. The decision to grant the request for an appeal is at the discretion of the Athletic Director.

The student-athlete and/or their parent/guardian must initiate a written request to the Athletic Director to appeal the disciplinary action taken within three (3) school days of the date of disciplinary action. The written request to the Athletic Director must include the following information:

- Student-athlete's first and last name, address, and telephone number.
- Parent/Guardian's first and last name, address and telephone number.
- Summary of the incident and discipline action taken.
- Reason and request for the appeal to be considered.
- Signature of the student-athlete and their parent/guardian.

Any documentation received by the student-athlete or parent/guardian regarding the discipline action taken must be attached to the written request for appeal to the Athletic Director.

After reviewing the written request for appeal, the Superintendent may or may not forward the appeal to the Athlete Review Committee. The decision of the Superintendent shall be provided in writing to the student-athlete within five (5) school days of the receipt of the appeal request. The Superintendent's decision is final.

If the Superintendent's decision is to forward the request for appeal to the Athletic Review Committee, the committee shall meet within ten (10) school days of the Superintendent's decision. The five (5) member Athletic Review Committee shall consist of the Designee of the Superintendent (e.g. Athletic Director), two (2) athletic coaches, one (1) teacher and one (1) administrator.

The Superintendent shall present to the Athletic Review Committee the written request for appeal received and any documentation relevant to the incident. The student-athlete and parent/guardian shall have an opportunity to address the Athletic Review Committee. Other than the student-athlete, their parent/guardian, and committee members, No other individuals may be present during the appeal proceedings.

The decision of the Athletic Review Committee shall be communicated to the student-athlete and parent/guardian by the Superintendent within three (3) days of the committee hearing.

The Athletic Review Committee is final and not subject to Board of Education appeal.

### **FAILURE TO COMPLY**

The sanctions set forth under each section are intended to illustrate sanctions for each particular offense. However, the district reserves the right to impose any of the sanctions listed for any violation of the Code of Conduct.

### **Parent/Student Responsibility Statements**

1. Each student-athlete and parent/guardian is responsible for his/her own insurance program. Hazel Park Schools is not responsible for any insurance (this includes use of an ambulance).
2. Hazel Park Schools will not pay medical expenses resulting from bodily injury to anyone who participates in athletic programs. The MHSAA has an insurance policy to assist in reimbursement of medical expenses resulting from concussions.
3. It is possible that serious injury or death may result from participating in athletic activities.

### **Statement of Risk**

1. Warning: Participation in supervised interscholastic athletics and activities may be one of the least hazardous activities in which any student will engage in or out of school.
2. Participation in interscholastic athletics still includes a risk of injury which may range in severity from minor to long term catastrophic.
3. Although serious injuries are not common in supervised athletic programs, it is impossible to eliminate this risk. Participants have the responsibility to help reduce the chance of injury.
4. Players must obey safety rules, report physical problems to their coaches, follow a proper conditioning program, and inspect equipment daily.

### **MHSAA PROTOCOL FOR IMPLEMENTATION OF NATIONAL FEDERATION SPORTS PLAYING RULES FOR CONCUSSIONS**

“Any athlete who exhibits signs, symptoms, or behaviors consistent with a concussion (such as loss of consciousness, headache, dizziness, confusion, or balance problems) shall be immediately removed from the contest and shall not return to play until cleared by an appropriate health care professional.”

The language above, which appears in all National Federation sports rule books, reflects a strengthening of rules regarding the safety of athletes suspected of having a concussion. This language reflects an increasing focus on safety and acknowledges that the vast majority of concussions do not involve a loss of consciousness.

This protocol is intended to provide the mechanics to follow during the course of contests when an athlete sustains an apparent concussion.

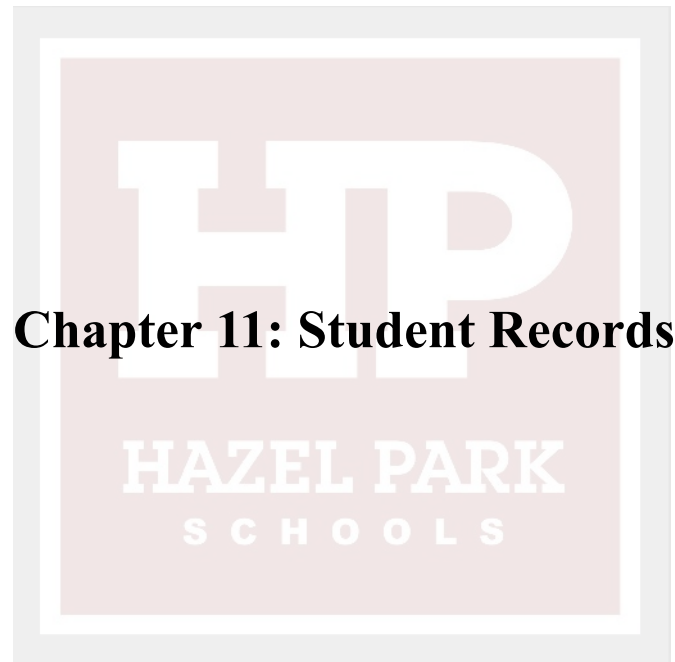
1. The officials will have no role in determining concussion other than the obvious one where a player is either unconscious or apparently unconscious. Officials will merely point out to a coach that a player is apparently injured and advise that the player should be examined by a health care professional for an exact determination of the extent of injury.
2. If it is confirmed by the school's designated health care professional that the student did not sustain a concussion, the head coach may so advise the officials during an appropriate stoppage of play and the athlete may reenter competition pursuant to the contest rules.
3. Otherwise, if competition continues while the athlete is withheld for an apparent concussion, that athlete may not be returned to competition that day but is subject to the return to play protocol.
  - a. The clearance may not be on the same date on which the athlete was removed from play.
  - b. Only an M.D., D.O., Physician's Assistant or Nurse Practitioner may clear the individual to return to activity.
  - c. The clearance must be in writing and must be unconditional. It is not sufficient that the M.D., D.O., Physician's Assistant or Nurse Practitioner has approved the student to begin a return-to-play progression. The medical examiner must approve the student's return to unrestricted activity.
  - d. Individual schools, districts and leagues may have more stringent requirements and protocols including but not limited to mandatory periods of inactivity, screening and post-concussion testing prior to or after the written clearance for return to activity.
4. Following the contest, an Officials Report shall be filed with a removed player's school and the MHSAA if the situation was brought to the officials' attention.
5. **ONLINE REPORTING:** Member schools are required to complete and submit an online report designated by the MHSAA to record and track head injury events when they occur in all levels of all sports during the season in practices and competitions. Schools with no concussions for a season (fall, winter and spring) are required to report this at the conclusion of that season.
6. **POST-CONCUSSION CONSENT FORM:** Prior to returning to physical activity (practice or competition) the student and parent (if a minor student) must complete the Post-Concussion Consent Form which accompanies the written unconditional clearance of an M.D., D.O., P.A or N.P. This form should be kept on file at the school for seven years after the student's graduation and emailed to or faxed to 517-332-4071.
7. In cases where an assigned MHSAA tournament physician (MD/DO/PA/NP) is present, his or her decision to not allow an athlete to return to activity may not be overruled.

### **SANCTIONS FOR NON-COMPLIANCE WITH CONCUSSION MANAGEMENT POLICY**

Following are the consequences for not complying with National Federation and MHSAA rules when players are removed from play because of a concussion:

- A concussed student is ineligible to return to any athletic meet or contest on the same day the concussion is sustained.
- A concussed student is ineligible to enter a meet or contest on a subsequent day without the written authorization of an M.D., D.O., Physician's Assistant or Nurse Practitioner and the signed "Post-Concussion Consent Form."

These students are considered ineligible players and any meet or contest which they enter is forfeited. In addition, that program is placed on probation through that sport season of the following school year. For a second offense in that sport during the probationary period – that program is continued on probation through that sport season of the following school year and not permitted to participate in the MHSAA tournament in that sport during the original and extended probationary period. A school which fails to submit required online concussion reports will be subject to the penalties of Regulation V, Section 4 A. This includes reporting zero if no concussions occurred in a season.



**Chapter 11: Student Records**

The Protection of Pupil Rights Amendment affords parents certain rights regarding the District's conduct of surveys, collection and use of information for marketing purposes, and certain physical examinations. These include the right to:

*Consent* before the student is required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education:

1. Political affiliations or beliefs of the student or the student's parent/guardian;
2. Mental or psychological problems of the student or the student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom the students have close family relationships;
6. Legally-recognized privileged relationships, such as those with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or the student's parent/guardian; or
8. Income, other than that required by law to determine program eligibility.

*Receive notice and an opportunity to opt a student out of* –

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under Michigan law; and
3. Activities involving the collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

*Inspect*, upon request and before administration or use –

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum

Parents/eligible students who believe their rights have been violated may file a complaint with:

**Family Policy Compliance Office**  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-5920

### **Instructional Material**

A student's parent/guardian may review the curriculum, textbooks, and teaching materials of the school in which the student is enrolled at a reasonable time and place and in a reasonable manner.

**Cross-References:**

NEOLA 2416 *Student Privacy and Parental Access to Information*

20 USC 1232h

MCL 380.1137

## **Student Records**

A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction or by a school employee, regardless of how or where the information is stored, except for certain records kept in a staff member's sole possession; records maintained by law enforcement officers working in the school; video and other electronic recordings that are created in part for law enforcement, security, or safety reasons or purposes; and electronic recordings made on school buses.

The Family Educational Rights and Privacy Act (FERPA) and the Michigan Revised School Code afford parents/guardians and students over 18 years of age ("eligible students") certain rights with respect to the student's school records. They are:

1. **The right to inspect and copy the student's education records within 30 school days of the day the District receives a request for access.**

The degree of access a student has to his or her records depends on the student's age. The parent/guardian of a student less than 18 years old has the right to copy and inspect their child's education records. Once the student turns 18, the right to copy and inspect education records is transferred to the student. A parent/guardian or student should submit to the building principal a written request that identifies the record(s) he or she wishes to inspect. The principal will make arrangements for access and notify the parent/guardian or student of the time and place where the records may be inspected. The District charges \$.35 per page for copying but no one will be denied their right to copies of their records for inability to pay this cost. The District will not charge for copying records, which contain personally identifiable information about the student that is collected or created by the school district as part of the pupil's education records.

These rights are denied to any person against whom an order of protection has been entered concerning the student.

2. **The right to request the amendment of the student's education records that the parent/guardian or eligible student believes are inaccurate, irrelevant, or improper.**

A parent/guardian or eligible student may ask the District to amend a record that is believed to be inaccurate, irrelevant, or improper. Requests should be sent to the building principal and should clearly identify the record the parent/guardian or eligible student wants changed and the specific reason a change is being sought. If the District decides not to amend the record, the District will notify the parent/guardian or eligible student of the decision and advise him or her of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.

3. **The right to permit disclosure of personally identifiable information contained in the student's education records, except to the extent that the FERPA or the Michigan Revised School Code authorizes disclosure without consent.**

Disclosure without consent is permitted to school officials with legitimate educational or administrative interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or any parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by State or federal law. Before information is released to these individuals, the parents/guardians or eligible student will receive prior written notice of the nature and substance of the information, and an opportunity to inspect, copy, and challenge such records.

Academic grades and references to expulsions or out-of-school suspensions cannot be challenged at the time a student's records are being forwarded to another school to which the student is transferring.

Disclosure is also permitted without consent to: any person for research, statistical reporting or planning, provided that no student or parent/guardian can be identified; any person named in a court order, so long as the parents/guardians or eligible student is notified of the court order before the documents are produced; appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons; and juvenile authorities when necessary for the discharge of their official duties who request information before adjudication of the student.

4. **The right to a copy of any school student record proposed to be destroyed or deleted.**

Education records are maintained for at least 60 years after the student graduates or permanently withdraws. If the student transfers, education records are maintained until the next school district requests the records.

5. **The right to prohibit the release of directory information.**

Throughout the school year, the District may release directory information regarding students, limited to the District's defined list of information that is "directory information" as contained in the District's policies and procedures. Such directory information may include:

- Name
- Address
- Grade level
- Birth date and place
- Parent/guardian names, addresses, electronic mail addresses, and telephone numbers
- Photographs, videos, or digital images used for informational or news-related purposes (whether by a media outlet or by the school) of a student participating in school or school-sponsored activities, organizations, and athletics that have appeared in school publications, such as yearbooks, newspapers, or sporting or fine arts programs
- Academic awards, degrees, and honors
- Information in relation to school-sponsored activities, organizations, and athletics
- Major field of study
- Period of Attendance in school

Any parent/guardian or eligible student may prohibit the release of any or all of the above information by delivering a written objection to the building principal within 30 days of the date of this notice.

6. **The right to request that military recruiters or institutions of higher learning not be granted access to your student's information without your prior written consent.<sup>1</sup>**

Federal law requires a secondary school to grant military recruiters and institutions of higher learning, upon their request, access to secondary school students' names, addresses, and telephone numbers, unless the student's parent/guardian, or student who is 18 years of age or older, submits a written request that the information not be released without the prior written consent of the parent/guardian or eligible student. If you wish to exercise this option, notify the building principal.

7. **The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA.**

The name and address of the Office that administers FERPA is:

**Family Policy Compliance Office**  
 U.S. Department of Education  
 400 Maryland Avenue, SW  
 Washington DC 20202-4605

This section is only applicable to high schools.

Cross-reference:

MCL 380.1136

Article III Curriculum Section 1 & 2

### Age of Majority

Although 18-year-old students are recognized as adults under the Age of Majority Act, school officials are nonetheless committed to the equal treatment in application of school policies and procedures to all students. With the exceptions noted below, school district policies and procedures set forth apply to all students, regardless of their attainment of the age of majority. Students 18 years and older may:

1. Have the same privilege as their parents/guardians as it relates to access or control of their student records;
2. Represent themselves during disciplinary conferences and be the addressee for their grade reports
3. Sign themselves in and out of school and may verify their own absences.  
NOTE: All attendance standards continue to apply;
4. Provide reason(s) for their absences and tardies, but are held to the same attendance requirements as other students, including the acceptable reason(s) for an excused absence.

Eligible students who wish to assert these rights should register their intent on the appropriate form in the high school office. Until such time as the eligible student registers this intent, school officials will not apply the above exceptions to school policies and procedures.

Cross-reference:

MCL 722.52

Article III Curriculum Section 1 & 2

**District Forms**

**Student Code of Conduct Acknowledgment of Receipt**

Hazel Park School District  
2024-2025 School Year

By signing and returning this form to my building principal, I acknowledge that I have received a copy of the *Student Code of Conduct*, have read it, and understand I am bound by the expectations, rules, and guidelines set forth therein. I also understand I am still bound by the Student Code of Conduct even if I have not read it or did not return a signed copy of this form to my building principal.

The *Student Code of Conduct* may be amended throughout the year and, if so, I understand I am also bound by any amendments.

\_\_\_\_\_  
Student Name (print)

\_\_\_\_\_  
Student Name (signature)

\_\_\_\_\_  
Date

[Hazel Park School District] requires that each student (and each student’s parent) sign a return a copy of this form to the student’s building principal. Failure to return this form does not relieve the student of their obligation to act in accordance with the expectations, rules, and guidelines set forth in the *Student Code of Conduct*.

\_\_\_\_\_  
Parent Name (print)

\_\_\_\_\_  
Parent Name (signature)

\_\_\_\_\_  
Date

**MODEL FERPA OPT-OUT FORM**

Hazel Park School District  
2024-2025 School Year

Pursuant to the [Federal Educational Rights and Privacy Act of 1974](#) (FERPA) and [Section 1136 of the Revised School Code, MCL 380.1136](#), a student’s education records and the personally identifiable information contained therein are maintained as confidential. Except for a limited number of circumstances permitted by law, a student’s education records will not be released to a third party without the parent’s or student’s (if the student is over the age of 18) prior written consent.

One of these exceptions allows schools to release a student’s “directory information” without obtaining the prior consent of the parent or student. “Directory information” is defined as:

- A student’s name, address, and telephone number;
- A student’s photograph;
- A student’s birth date and place of birth;
- A student’s participation in School District related programs and extracurricular activities;
- A student’s academic awards and honors;
- A student’s height and weight, if a member of an athletic team;
- A student’s honors and awards; and
- A student’s dates of attendance and date of graduation.

The School District has compiled a list of typical instances under which a student’s directory information is likely to be used, including: [insert list]. If you do not want the School District to release directory information, you may choose to “opt-out” you or your student from this FERPA exception by filling out and submitting this form to the building principal where you or your students attends school.

I request the School District withhold the above-referenced “directory information.” I understand that by submitting this form, this information cannot be released to third parties without my written consent or unless the School District is required by law or permitted under FERPA to release such information without my prior written consent. I further understand that if directory information is released prior to the School District receiving this opt-out request, the School District may not be able to stop the disclosure.

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Name of Parent/Student Signing Form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MODEL PHYSICAL EXAMINATIONS AND SCREENINGS OPT-OUT FORM**

Hazel Park School School District

2024-2025 School Year

At this time, the School District does not provide physical examinations and screenings, including non-emergency, invasive physical examinations or screenings that are not necessary to protect the immediate health and safety of a student or the school district community, to School District students as a condition of attendance or for any other reason.

In the event the School District does require such examinations or screenings and you do not want your student to participate, please sign and submit this form to the student's building principal.

I understand that by signing this, I am requesting the student named below not undergo any physical examinations or screenings by the School District and/or its employees, agents, or third-party contractors.

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Name of Parent/Student Signing Form

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MODEL MEDICATION AUTHORIZATION FORM**

This form should be signed and submitted to the student’s building principal when a student is required to administer prescription medication while at school. Parents are responsible for administering their student’s medication, unless they fill out and submit a *Student Self-Medication Authorization Form*.

**Student Information**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Parent Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Information to be Completed by the Student’s Physician**  
*(Please include additional sheets as necessary)*

Physician Name: \_\_\_\_\_

Office Name and Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

Medication Name(s) and Dosage(s): \_\_\_\_\_

Dosage Instructions: \_\_\_\_\_

Purpose of Medication(s): \_\_\_\_\_

Diagnosis Requiring Medication(s): \_\_\_\_\_

Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Physician’s Signature:

\_\_\_\_\_  
Date

I understand that I am primarily responsible for the administration of my student’s medication while my student is at school. In the event that I am unable to administer my child’s medication, or in the event of an emergency, I authorize the School District, including its employees, agents, and third-party contractors, to administer or attempt to administer the student’s medication in the manner described above. If I have completed and submitted a *Student Self-Medication Authorization Form*, I also authorize the School District to permit the student to self-administer their medication.

\_\_\_\_\_  
Parent Signature:

\_\_\_\_\_  
Date

**MODEL EPINEPHRINE AUTO-INJECTOR/ASTHMA INHALER PERMISSION FORM**

Hazel Park School District 2024-2025  
 School Year

This form should be signed and submitted to the student’s building principal when a student is prescribed an epinephrine auto-injector or asthma inhaler that the student may carry or use while at school.

**Student Information**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Parent Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Information to be Completed by the Student’s Physician**  
*(Please include additional sheets as necessary)*

Physician Name: \_\_\_\_\_

Office Name and Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

Will the student carry the medication or leave it in the front office: \_\_\_\_\_

Will the front office hold an additional set of medication for the student: \_\_\_\_\_

By signing this form, I certify that the student listed herein has been instructed in the proper administration of an epinephrine auto-injector and/or asthma inhaler. The student understands when the epinephrine auto-injector and/or asthma inhaler should be administered and that the student should report the incident to school officials as soon as possible. The student is capable of carrying and administering this medication without assistance.

\_\_\_\_\_  
 Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing and submitting this form, I authorize the School District to permit the student to carry and administer the student’s epinephrine auto-injector and/or asthma inhaler while at school, on school grounds, or at any school district-related event or function.

\_\_\_\_\_  
 Parent Signature: \_\_\_\_\_ Date \_\_\_\_\_

**MODEL STUDENT SELF-MEDICATION AUTHORIZATION FORM**

Hazel Park School District 2024-2025  
School Year

This form should be signed and submitted to the building principal when a student is prescribed medication that the student is authorized to administer to themselves.

**Student Information**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Parent Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Information to be Completed by the Student's Physician**  
*(Please include additional sheets as necessary)*

Physician Name:

Physician Name: \_\_\_\_\_

Office Name and Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

Medication Name(s) and Dosage(s): \_\_\_\_\_

Diagnosis Requiring Medication(s): \_\_\_\_\_

By signing this form, I certify that the student listed herein has been instructed in the proper use and administration of the medication(s) listed above. The student understands when the medication(s) should be administered and that the student should report to school personnel immediately if the student does not feel well. The student is capable of carrying and administering the medication(s) without assistance.

\_\_\_\_\_  
Physician Signature:

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

By signing and submitting this form, I authorize the School District to permit the student to carry and administer the medication(s) listed above while at school, on school grounds, or at any school district-related event or function.

\_\_\_\_\_  
Parent Signature:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician Signature:

\_\_\_\_\_  
Date



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Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Hazel Park Board of Education  
From: Dr. Amy Kruppe, Superintendent  
Subject: MVCA Contract Reauthorization  
Date: April 15, 2024

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On March 19, 2024, we received an email from The Michigan Department of Education ("MDE"), with an updated Contract Checklist which required additional documents be prepared for the Reauthorization of Michigan Virtual Charter Academy for a five (5) year term, beginning July 1, 2024.

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Please find attached, the following documents necessary to effectuate the reauthorization of Michigan Virtual Charter Academy:

Action Items:

1. Resolution to Reauthorize Michigan Virtual Charter Academy and Issue A Contract To The Academy To Continue To Operate A School of Excellence That Is A Cyber School
2. Resolution Retroactively Appointing Michigan Virtual Charter Academy Board of Directors

Documents for Review:

1. Michigan Department of Education updated Contract Checklist with attached documents requested by the MDE.
2. Charter Contract dated July 1, 2024, with Schedules, Issued by The City of Hazel Park School District Board of Education to Michigan Virtual Charter Academy As A School of Excellence That Is A Cyber School.

**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 \_\_\_\_\_ p.m., Local Time.

PRESENT: MEMBERS: \_\_\_\_\_

\_\_\_\_\_

ABSENT: MEMBERS: \_\_\_\_\_

\_\_\_\_\_

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The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

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.

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YEAS: MEMBERS: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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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, at \_\_\_\_\_ p.m.

The meeting was called to order at \_\_\_\_\_ p.m. by \_\_\_\_\_, President.

Present:       Members \_\_\_\_\_

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Absent:       Members \_\_\_\_\_

\_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**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. 185

**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.

**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). 186

**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.

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 \_\_\_\_\_  
\_\_\_\_\_

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

Resolution declared adopted.

\_\_\_\_\_  
Secretary, Board of Education

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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

**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 Marva 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

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**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

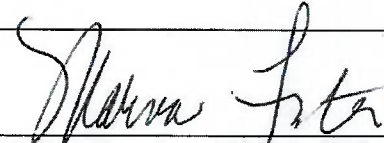
2. The appointed Michigan Virtual Charter Academy Board members shall take the Oath of Office and submit the Acceptance of Office form to the District Superintendent or her designee.
3. Any and all actions, board resolutions, motions, votes, approvals and the like taken by the Michigan Virtual Charter 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 Marva Foster, Director Monique Lake, Director Scott Stangeland, Director Colin Houston

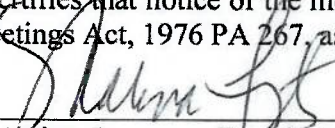
Nays: (Members) \_\_\_\_\_

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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

192

**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 re-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 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, re-appoint 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

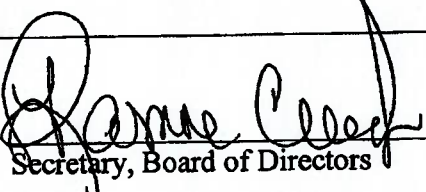
Colin Houston-July 1, 2023-June 30, 2027

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.

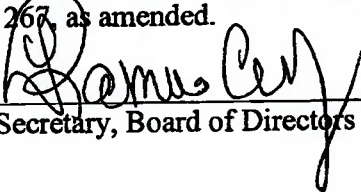
Ayes: (Members) Director Monique Lake, Director Colin Houston,  
Director Scott Stangeland, Director Ramone Crowe Jr.,  
Director Aaron Walker  
Nays: (Members) \_\_\_\_\_

Resolution declared adopted.

  
Secretary, Board of Directors

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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**



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Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
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. <sup>195</sup>

#### **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.

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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.

# 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 Entry 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
Free/Reduced Eligible:	73.1%

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

Grades Authorized:

K-12

Instructional Hours:

1,150

Expansion comments, when applicable:

PSA Administrative Office Address: 1620 E. Elza Avenue

City: Hazel Park

Zip Code: 48030

Website URL: www.https://myca.k12.com

Contact Person: Randy Rodriguez  
Position: Executive Director

Phone: 616-309-1600  
Fax: 616-309-1608

E-Mail: rrodriquez@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: 248-630-6535

E-mail: marvfoster@sbcglobal.net

Address: 5824 Red Coat Lane

City: West Bloomfield

Zip Code: 48322

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

MAIN SITE

Academy Name: <b>Michigan Virtual Charter Academy</b>		City: <b>Hazel Park</b>	Zip Code: <b>48030</b>
Address: <b>1620 E. Elza Avenue</b>		City: <b>Hazel Park</b>	Zip Code: <b>48030</b>
Contact Person: <b>Randy Rodriguez</b>	Position: <b>Executive Director</b>	Phone: <b>616-309-1600</b>	E-Mail: <b>rodriguez@k12.com</b>
County Name: <b>Oakland</b>	Intermediate School District: <b>Oakland Schools</b>	Fax: <b>616-309-1600</b>	Grade Configuration: <b>Charter Schools office for K-12 Cyber School/No students</b>
Local School District: <b>The City of Hazel Park School District</b>		Date Issued:	
LARA Certificate of Use and Occupancy: Final			

SITE 2

Academy Name: <b>Michigan Virtual Charter Academy</b>		City: <b>Grand Rapids</b>	Zip Code: <b>49546</b>
Address: <b>5910 Tahoe S.E., Suite 190</b>		City: <b>Grand Rapids</b>	Zip Code: <b>49546</b>
Contact Person: <b>Randy Rodriguez</b>	Position: <b>Executive</b>	Phone: <b>616-309-1600</b>	E-Mail: <b>rodriguez@k12.com</b>
County Name: <b>Kent</b>	Intermediate School District: <b>Kent ISD</b>	Fax: <b>616-309-1600</b>	Grade Configuration: <b>Operations office for K-12 cyber school/No students</b>
Local School District: <b>Forest Hills</b>		Date Issued:	
LARA Certificate of Use and Occupancy: Final			

SITE 3

Academy Name:		City:	Zip Code:
Address:		City:	Zip Code:
Contact Person:	Position:	Phone:	E-Mail:
County Name:	Intermediate School District:	Fax:	Grade Configuration:
Local School District:		Date Issued:	
LARA Certificate of Use and Occupancy: select one			

SITE 4<sup>1</sup>

Academy Name:		City:	Zip Code:
Address:		City:	Zip Code:
Contact Person:	Position:	Phone:	E-Mail:
County Name:	Intermediate School District:	Fax:	Grade Configuration:
Local School District:		Date Issued:	
LARA Certificate of Use and Occupancy: select one			

<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  Date Issued: _____ Date Received @ MDE: _____ # Days: _____	All Academies Part 6a: 503(4) Part 6c: 528(1)(b) Part 6e: 561(1)(b) 1311b et seq: 1311e(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 6e: 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.  <ul style="list-style-type: none"> <li>☑ Self-rating for reauthorization - Cyber Schools</li> <li>☑ Online Program Self-Evaluation Form - New Cyber Schools</li> </ul>	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:  Adopted: _____ Effective Date: _____	All Academies Part 6a: 502(3)(b); 503(5) Part 6c: 522(4)(b); 528(1)(c) Part 6e: 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 6e: 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 6e: 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 6e: 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 6e: 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 6e: 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 6e: 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 6e: 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 6e: 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 6e: 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
<b>Fiscal Agent</b>				
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	
<b>Compliance with Applicable Law and Disclosure of Public Information</b>				
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)(h) 1311d: 1311d(3)(h)	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 annual CPA financial audit in accordance with generally accepted governmental auditing principles.	All Academies Part 6a: 503(6)(g) Part 6c: 523(2)(g) Part 6e: 553(5)(h) 1311b et seq: 1311e(5)(h)	Section 6.9 p. 15
27	Length of contract term and standards for reauthorization.	All Academies Part 6a: 503(6)(h) Part 6c: 522(3); 523(2)(p) Part 6e: 561(4) 1311b et seq: 1311e(5)(i)	Section 12.13, p. 47; Section 1.7, p. 6; Schedule 16
28	Description of the process for amending the contract during the term of the contract.	All Academies Part 6a: 503(6)(c) Part 6c: 523(2)(c) Part 6e: 553(5)(c) 1311b et seq: 1311e(5)(c)	Section 8.1 p. 24
29	Requirement that the Academy Board shall make information about its operation and management available to the public and authorizing body.	All Academies Part 6a: 503(6)(l) Part 6c: 523(2)(j) Part 6e: 553(5)(k) 1311b et seq: 1311e(7)(f)	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 Part 6e: 552(20)	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 information concerning the operation and management of the Academy, as provided for by law.	All Academies Part 6a: 503(6)(m) Part 6c: 523(2)(k) Part 6e: 553(5)(l) 1311b et seq: 1311e(7)(g)	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 Part 6a: 503(6)(m)(iv) Part 6c: 523(2)(k)(iv) Part 6e: 553(5)(l)(iv) 1311b et seq: 1311e(7)(g)	Section 7.16 (h) p. 23
33	Statement that Academy shall comply with all applicable law.	All Academies Part 6a: 503(7); MCL 15.322 Part 6c: 523(3); 528(1)(d) Part 6e: 552(7)(b); 553(6) 1311b et seq: 1311d(3)(h); 1311e(6)	Section 12.18 p. 48
34	Statement that Academy Board shall ensure compliance with the requirements of 1968 PA 317, MCL 15.321 to 15.330.	All Academies Part 6a: 503(6)(i) Part 6c: 523(2)(h) Part 6e: 553(5)(i) 1311b et seq: 1311e(7)(f)	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>All Academies                      Part 6a: 503(6)(d)                      Part 6c: 522(4)(e)(i)                      Part 6e: 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>USHAS                      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>All Academies                      Part 6a: 502(3)(e)(ii);                      503(6)(a)                      Part 6c: 522(4)(e)(ii);                      523(2)(a)                      Part 6e: 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>All Academies                      Part 6a: 502(3)(e)(ii)                      Part 6c: 522(4)(e)(ii)                      Part 6e: 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>All Academies                      Part 6a: 503(6)(a)                      Part 6c: 522(4)(e)(ii);                      523(2)(a)                      Part 6e: 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>All Academies                      Part 6a: 503(6)(d)                      Part 6c: 522(4)(e)(iii);                      523(2)(m); 528(1)(g)                      Part 6e: 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>All PSAs; All SOEs                      20 U.S.C. 7221(i)(1)(k)                      Part 6a: 504(4)(b)                      Part 6e: 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 6c: 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 6c: 1175 Part 6e: 1175 1311b et seq: 1175	Section 6.7 p. 15; Schedule 12	
44	Age or Grade range of students to be enrolled.	All Academies Part 6a: 502(3)(e)(v) Part 6c: 522(4)(e)(v) Part 6e: 552(7)(e)(v) 1311b et seq: 1311d(3)(e)(v)	Section 6.8 p. 15; Schedule 13	
<b>Academy Location</b>				
45	Identification of LEA and ISD where the academy will be located.	All Academies MCL 388.1620 Part 6a: 502(3)(g) Part 6c: 522(4)(c)(v) Part 6e: 552(7)(g) 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 6c: 522(4)(g) Part 6e: 552(7)(i); 553(5)(f) 1311b et seq: 1311d(3)(i); 1311e(5)(g)	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 6c: 522(4)(g); 523(2)(f)	N/A	
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: 504(1) Part 6c: 524(1) Part 6e: 556(1) 1311b et seq: 1311g(1)	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
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.	All Academies Part 6a: 503(6)(m)(vii) Part 6c: 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	

# CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST

Description	Staffing and Position Descriptions	Applicability	Sec /Page No. In Contract	Additional Comments
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 prohibited family relationships consistent with applicable law.	All Academies Part 6a: 503(6)(k) Part 6c: 523(2)(i) Part 6e: 553(5)(j) 1311b et seq: 1311e(6)(f)	Section 3.2 p. 11	
52	Academy shall use certified teachers according to state board rule.	All Academies Part 6a: 505(1) Part 6c: 526(1) Part 6e: 553a(3); 559(1) 1311b et seq: 1311f(1)	Section 7.15 p. 23	
53	Academy may use non-certificated teachers 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 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.	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)(l) Part 6e: 553(5)(m) 1311b et seq: 1311e(6)(f)	Section 10.13 p. 40	
56	If authorized by a LEA, assurance of employee collective bargaining for positions in similar districts should be addressed in the contract.	All SDAs 1311b et seq: 1311d(3)(i)	N/A	
57	Requirement that prohibits any individual from being employed by the Academy in more than one full-time position and simultaneously compensated at a full-time rate for either position.	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
<b>Reconstitution and Revocation</b>			
58	Procedures and grounds for revoking the contract provided for in applicable law, including: (see 59-62 below)	All Academies Part 6a: 503(6)(e) Part 6c: 523(2)(e) Part 6e: 561(4) 1311b et seq. 1311e(5)(f)	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 Part 6a: 507(4)(a) Part 6c: 528(4)(a) Part 6e: 561(4)(a) 1311b et seq. 1311f(1)(a)	Section 9.4(a) pp. 28-29
60	<input type="checkbox"/> Failure of the Academy to comply with all applicable law.	All Academies Part 6a: 507(4)(b) Part 6c: 528(4)(b) Part 6e: 561(4)(b) 1311b et seq. 1311f(1)(b)	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 Part 6a: 507(4)(c) Part 6c: 528(4)(c) Part 6e: 561(4)(c) 1311b et seq. 1311f(1)(c)	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 Part 6a: 507(4)(d) Part 6c: 528(4)(d) Part 6e: 561(4)(d) 1311b et seq. 1311f(1)(d)	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) Part 6a: 507(5) Part 6c: 528(5) Part 6e: 561(5)	Section 9.8 pps. 34-35
64	Procedures for the authorizing body to reconstitute the Academy.	All Academies (except SDA) Part 6a: 507(7) Part 6c: 528(7) Part 6e: 561(7)	Section 9.6(d) p. 30-31

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

Cyber Schools		Description	Applicability	Sec /Page No. In Contract	Additional Comments
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> <ul style="list-style-type: none"> <li><input type="checkbox"/> (i) Improving learning by planned instruction.</li> <li><input type="checkbox"/> (ii) Diagnosing the pupil's learning needs.</li> <li><input type="checkbox"/> (iii) Assessing learning, assigning grades, and determining advancement.</li> <li><input type="checkbox"/> (iv) Reporting outcomes to administrators and parents or legal guardians</li> </ul>	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	
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. 209

*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.)**

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

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### **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

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### **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

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<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. <b><i>Provide the location and sites for students and staff that may include training, instruction, and mentoring opportunities. (See Comments/Evidence below)</i></b></p> <p><b><u>Comments/Evidence:</u></b></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><b><u>Comments/Evidence:</u></b></p> <p><b><u>Resources:</u></b></p> <ul style="list-style-type: none"> <li>▪ The MVCA Playbook articulates mission and vision as well as outlines school initiatives.</li> </ul>	4

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## 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**

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## 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>	<p><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></p>	<b>Rating</b>
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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. <b><i>Provide the schedule for data collection and reporting</i></b></p> <p><b><u>Comments/Evidence:</u></b></p> <ul style="list-style-type: none"> <li>▪ <b>Board of Directors: Fall review of spring state assessments, winter and spring review of benchmark assessments</b></li> <li>▪ <b>STRIDE: Conduct monthly school progress meetings to review leading and lagging indicators as identified in the Playbook</b></li> <li>▪ <b>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</b></li> <li>◦ <b>Attachment: The MVCA Playbook</b></li> </ul>	4
✓	<p>Conducts ongoing internal evaluations that include using clearly articulated measures to evaluate its learners. <b><i>Provide evidence of a continuous improvement plan</i></b></p> <p><b><u>Comments/Evidence:</u></b></p> <ul style="list-style-type: none"> <li>▪ <b>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.</b></li> <li>▪ <b>Administrators and coaches conduct an average of 1.5 observations per teacher per month as well as one asynchronous review per teacher per month.</b></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. <b><i>Provide the tool or review document to measure success and collect data</i></b></p> <p><b><u>Comments/Evidence:</u></b></p>	4

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## 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

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## 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	215
✓	<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	

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	<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.**

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**Program Improvement**

S	<p><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></p>	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>▪ <b>The MVCA Playbook</b> <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>▪ <b>MICIP/CSI School Improvement Plan</b> <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>▪ <b>Oakland Intermediate School District Service Plan</b> <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>▪ <b>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.</b></li> <li>▪ <b>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.</b></li> </ul>	5
Is based on:		
✓	Advancement of the program’s vision and mission.	5

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✓	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

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**Comments/Evidence: Provided above.**

**SCHEDULE 7d**

**CURRICULUM**

## 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:

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- 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](#)).

### **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](#).

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### **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. 222

- 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>	<b>(DUPLICATED)</b>	
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)			

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Michigan Department of Education Public School Academies Unit  
Curriculum Requirements

<b>SOCIAL STUDIES (min 3)</b>		<b>OTHER (Electives)</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 (each .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 <sup>224</sup>
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>PHYSICAL EDUCATION &amp; HEALTH (min .5)</b>		<b>VIRTUAL COURSES**</b>	
Physical Education (.5)	9		
Health (.5)	9		
Personal Fitness (.5)	any		
Nutrition (.5)	any		
		<b>OFF CAMPUS COURSES***</b>	



**MICHIGAN**  
VIRTUAL CHARTER ACADEMY<sup>SM</sup>

POWERED BY STRIDE K12

## MVCA CURRICULUM EXHIBIT

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**MICHIGAN**  
VIRTUAL CHARTER ACADEMY<sup>SM</sup>

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## 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](#)

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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.

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### 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. 230 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<sup>231</sup> 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: 232

#### **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.

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### 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.



### 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. 235



**MICHIGAN**  
VIRTUAL CHARTER ACADEMY<sup>SM</sup>

POWERED BY STRIDE K12

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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**Schedule 9**

**MVCA Job Descriptions**

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**Job Title:** SchI Leadership Director  
**Alternate Job Title:** Executive Director (formerly Head of School)  
**Job Code:** MEACSL5  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** School Leadership  
**Level:** 5

**SUMMARY:** The Executive Director serves as the executive officer for the school overseeing development and supervision of all school programs, business strategies, budget, and academics. With a strong focus on customer relationships, this role is an ambassador for Stride, Inc. with the community and civic groups and ensures compliance with the requirements of federal, state, and local agencies.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Serve as the executive officer of the school, administering the development and sustainment of a positive educational program designed to foster student achievement, as well as effectively balance public company responsibilities with its mission-oriented values.
- Own the school budget, forecasting and work force planning; set budgets, create organizational structures, and allocate capital and people resources to achieve company and functional goals.
- Make appropriate financial, operational, and resource allocations to achieve short- and long-term financial goals.
- Oversee all business decisions within the school to ensure outcomes are achieved.
- Create a strong, trusting relationship with the board (district) clients, ensure compliance with contract requirements, and provide advice on policies, programs, and innovative solutions.
- Proactively make business decisions based on knowledge of education industry, customer base, political and regulatory environment, technology, competitors, and financial trends.
- Guide and empower school academic leaders in supervision of staff related to teaching and academic outcomes.
- Use market, customer, and organizational performance data to identify opportunities to improve top- and bottom-line results.

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**Supervisory Responsibilities:** Directly supervises 5 - 10 full-time equivalent (FTE) employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**REQUIRED QUALIFICATIONS:**

- Bachelor's degree in relevant field AND
- Ten (10) years of related professional experience AND
- Five (5) years of leadership OR
- Equivalent combination of education and experience
- Demonstrated leadership, management, interpersonal relations, and communication skills.
- Proven business experience and acumen.
- Owner of a line of business or school budget.
- Experience building a leadership team of top talent and creating an environment that supports active listening and willingness to share different viewpoints.
- Successful creation of strategic partnerships that enable business growth.
- MS 365; Web proficiency.
- Ability to travel 25% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Experience leading a remote team
- Master's degree or MBA

**Certificates and Licenses:** Valid MI State administrator certification; or eligibility and commitment to enroll in program leading to MI administrator certification within six months of employment.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic). This position is open to residents of, and may be performed remotely from Washington, D.C., and from any state except Colorado.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

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**Job Title:** School Operations Manager  
**Alternate Job Title:** Operations Manager  
**Job Code:** MEACSO3  
**Career Track:** Manager  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Support Operations  
**Level:** 3

**SUMMARY:** The School Operations Manager performs and/or oversees various aspects of school operations with an emphasis on compliance activity at all levels, internal and external to the K12 organization.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Develop and manage relationships with partner districts, state and other education stakeholders;
- Oversee and maintain student records and data; creates/implements/documents processes that ensure student data validity in K12 and 3rd party databases;
- Act as point-of-contact and manages reporting issues including all local, K12, state, and federal reporting requirements;
- Work with administrative staff to ensure the school is in compliance with and meets all audit requirements; 241
- Manage the development of school policies and procedures, e.g. assists with the Company's efforts nationally to develop policies and procedures, training standards and curriculum enhancements;
- Assist in student recruitment and the planning of school events;
- Oversee communication between the Company, students and families and districts related to student enrollments, registrations, withdrawals and end-of-year reclamation efforts;
- Supervise and manage office staff and assists with a wide variety of personnel support issues; Makes daily work assignments and monitors the Enrollment and Registration team's progress toward goals.

**Supervisory Responsibilities:** Directly supervises 2 - 5 Full-Time Equivalents (FTEs). Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree in relative field of study AND
- Seven (7) years of relevant professional experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Great organizational and time management skills
- Proficient MS365; web proficient
- Strong technology skills
- Experience using search engines (internet) for research projects
- Experience using a student information system and/or other type of database
- Strong written and verbal communication skills
- Ability to travel 35% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Formal project management experience in fast-paced or start-up environment
- Non-profit / education grants management experience
- Experience with managing online learning

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.**

**Job Title:** School Leadership Manager  
**Alternate Job Title:** Academic Administrator/Principal  
**Job Code:** MEACSL3  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academic  
**Job Subfamily:** School Leadership  
**Level:** 3

**SUMMARY:** The Academic Administrator/Principal directs and coordinates educational, administrative, and counseling activities of student by performing the following duties personally or through subordinate supervisors.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities.
- As needed, research, and implements non-K12 curriculum resources that meet state standards.
- Manages teaching and administrative staff; Manages Master and Lead Teachers and programs.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school.
- Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws, including laws pertaining to special education.
- Develops and oversees implementation of the school's Academic Improvement Plan.

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**Supervisory Responsibilities:** Directly supervises 15-30 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's Degree in business, education or related field of study AND
- Five (5) years of educational experience AND
- One (1) year of supervisory experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid MI State administrator certification; or eligibility and commitment to enroll in program leading to MI administrator certification within six months of employment.

**OTHER REQUIRED QUALIFICATIONS:**

- Demonstrable leadership, organizational and time management skills
- Strong written and verbal communication skills
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 20% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Experience as an on-line / virtual educator
- State Supervisory Certificate or working toward it

**WORK ENVIRONMENT:**

This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

SS\_All Regions\_Academic Administrator/Principal

Date Last Saved March 18, 2024

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**Job Title:** School Leadership Manager  
**Alternate Job Title:** Academic Administrator/Principal  
**Job Code:** MEACSL3  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academic  
**Job Subfamily:** School Leadership  
**Level:** 3

**SUMMARY:** The Academic Administrator/Principal directs and coordinates educational, administrative, and counseling activities of student by performing the following duties personally or through subordinate supervisors.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities.
- As needed, research, and implements non-K12 curriculum resources that meet state standards.
- Manages teaching and administrative staff; Manages Master and Lead Teachers and programs.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school.
- Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws, including laws pertaining to special education.
- Develops and oversees implementation of the school's Academic Improvement Plan.

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**Supervisory Responsibilities:** Directly supervises 15-30 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's Degree in business, education or related field of study AND
- Five (5) years of educational experience AND
- One (1) year of supervisory experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid MI State administrator certification; or eligibility and commitment to enroll in program leading to MI administrator certification within six months of employment.

**OTHER REQUIRED QUALIFICATIONS:**

- Demonstrable leadership, organizational and time management skills
- Strong written and verbal communication skills
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 20% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Experience as an on-line / virtual educator
- State Supervisory Certificate or working toward it

**WORK ENVIRONMENT:**

This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

SS\_All Regions\_Academic Administrator/Principal

Date Last Saved March 18, 2024

246

**Job Title:** School Leadership Manager  
**Alternate Job Title:** Academic Administrator/Principal  
**Job Code:** MEACSL3  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academic  
**Job Subfamily:** School Leadership  
**Level:** 3

**SUMMARY:** The Academic Administrator/Principal directs and coordinates educational, administrative, and counseling activities of student by performing the following duties personally or through subordinate supervisors.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities.
- As needed, research, and implements non-K12 curriculum resources that meet state standards.
- Manages teaching and administrative staff; Manages Master and Lead Teachers and programs.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school.
- Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws, including laws pertaining to special education.
- Develops and oversees implementation of the school's Academic Improvement Plan.

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**Supervisory Responsibilities:** Directly supervises 15-30 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's Degree in business, education or related field of study AND
- Five (5) years of educational experience AND
- One (1) year of supervisory experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid MI State administrator certification; or eligibility and commitment to enroll in program leading to MI administrator certification within six months of employment.

**OTHER REQUIRED QUALIFICATIONS:**

- Demonstrable leadership, organizational and time management skills
- Strong written and verbal communication skills
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 20% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Experience as an on-line / virtual educator
- State Supervisory Certificate or working toward it

**WORK ENVIRONMENT:**

This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

SS\_All Regions\_Academic Administrator/Principal

Date Last Saved March 18, 2024

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**Job Title:** School Leadership Supervisor  
**Alternate Job Title:** Assistant Academic Administrator  
**Job Code:** MEACSL1  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academic  
**Job Subfamily:** School Leadership  
**Level:** 1

**SUMMARY:** The Assistant Academic Administrator, directs and coordinates educational, administrative, and counseling activities of high school students by performing the following duties personally or through subordinate supervisors.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities; As needed, researches and implements non-K12 curriculum resources that meet state standards.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws regarding special education and other categorical programs (such as Title I, LAP, CTE).
- Interfaces with students, families, local Municipal Court systems, and local districts in regards to compliance as it relates to student attendance and engagement in educational program as defined by school policy and student handbook expectations.
- Develops and oversees implementation of the school's Student Achievement Improvement Plan.
- Supervises and evaluates teaching staff; Manages teacher performance, developing and providing necessary training to support their professional development; Manages Master and Lead Teachers and programs.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school; Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.

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**Supervisory Responsibilities:** Directly supervises 15-30 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Previous Supervisory Experience
- Master's degree AND
- Five (5) years of educational experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid MI State administrator certification; or eligibility and commitment to enroll in program leading to MI administrator certification within six months of employment.

**OTHER REQUIRED QUALIFICATIONS:**

- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 10% of the time for meetings, professional development, etc.
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Previous experience as an online Educator
- Previous administrative experience

**WORK ENVIRONMENT:**

This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

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**Job Title:** Special Programs Administrator  
**Alternate Job Title:** Academic Administrator-Special Programs  
**Job Code:** MEACSL3  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** School Leadership  
**Level:** 3

**SUMMARY:** The Academic Administrator-Special Programs develops and implements policies and procedures and oversees all matters related to special education and special programs (EL and 504) for the school. The role also assists the Head of School and Academic Administrator peers with developing and implementing more general academic policies and procedures and with school operations.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Develop, implements, and disseminates “best practices” for special education/special programs policies and procedures in collaboration with school leadership;
- Support the school’s administration and teachers in providing training on and implementation of special programs and services. Creates and maintains appropriate contacts with applicable district(s), and state special education leaders in order to ensure continued compliance of special education programs and represent the school throughout the state in meetings and trainings related to the implementation of special programs;
- Oversee the development, compliance, maintenance, and implementation of all initial and three year re-evaluations with applicable resident districts Individualized Education Plans (IEP), service plans, 504 plans and potential EL plans
- Ensure fiscal compliance for special programs including Title III, Section 41, and IDEA Part B funds/CHOICE scholarship funds and compliance with all school, local, state, and federal reporting related to special programs,
- Work with the Test Coordinator to ensure that all students receive appropriate accommodations during applicable testing;
- Work with K12 enrollment team to develop processes for ensuring timely identification and enrollment of students with special needs;
- Proactively communicates all changes in local, state and/or federal special education practices and laws to the Head of School;
- Ensure that special education students are integrated in all school activities and that general education and special education teachers and administrative staff work collaboratively to ensure academic success for all students;
- Participates in the school's self-evaluation programs;
- Collaborates with the Stride National Related Services team for the applicable related services for students.

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**Supervisory Responsibilities:** Directly supervises 3-10 Full-time Equivalent (FTE) employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor’s degree in related field of study AND
- Seven (7) years of special education teaching experience AND
- Three (3) years of special education managerial experience OR

- Equivalent combination of education and experience

**Certificates and Licenses:**

- Special Education Teacher Certification

**OTHER REQUIRED QUALIFICATIONS:**

- Project management experience
- Strong interpersonal skills with both in-person and electronic communication platforms and a customer service orientation
- Able to read data and determine what steps are needed to assist students academically and behaviorally, as a whole and on an individual basis
- Able to apply adult instructional methods in the training and development of staff
- Communicates effectively both orally and in writing
- Demonstrates the use of good judgment in decision-making
- Understanding of applicable sections of the State Education Code and other pertinent regulations
- Ability to travel up to 25% of the time to school office to review files, work with office staff, attend meetings, and the like if not office based.
- Ability to travel up to 10% of the time within and between assigned geographic areas to support students; proctor assessments, provide and attend professional development meetings and participate in school activities, open houses, orientations, and face-to-face enrollment meetings
- Willingness and ability to obtain additional licensing as required
- Proficiency in Microsoft Excel, Word, and Outlook as well as Internet research methods and report writing techniques; Utilizes computer software associated with curriculum and special education
- Ability to clear required background check

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**DESIRED QUALIFICATIONS:**

- Master's degree
- Supervisory certificate
- English as Second Language (ESL) certification and/or Reading or Math specialist endorsement
- Three (3) years of special education administration experience

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

**Job Title:** School Leadership Manager  
**Alternate Job Title:** Student Support Administrator  
**Job Code:** MEACSS3  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Non-Instructional Student Support  
**Level:** 3

**SUMMARY:** The Student Support Administrator promotes and enhances the school's academic mission by improving levels of student engagement and ensuring that this increased engagement leads to improved academic achievement. The role oversees the services provided to build capacity within students and families to assist in their student's education. This position will implement and manage the supports given to all students and families and collaborate with school, department, and community leaders to ensure student academic achievement

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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- **Supervisory duties:**
  - Manages all Student Support Team roles including Student Support Advisors, Student Attendance Specialist, Student Resource Specialist, School Counselors and Community Engagement Specialist.
    - Interviews, Hires and Trains new Student Support Team members, as needed.
    - Responds to personnel issues.
- **Student Support Staffing:**
  - Works closely with Academic Administrators, Data Team Leads, Interventionists and Academic Leads to develop, implement, and track successful Strong Start processes for all students.
  - Manages the Student Support Intervention Tracker.
  - Prepares for and lead weekly Student Support Staffing.
- **Direct Student Support Duties:**
  - Works closely with Academic Administrators, Data Team Leads, Interventionists and Academic Leads to develop, implement, and track successful Strong Start processes for all students.
  - Oversees and implements tiered support mechanisms to identify students who are on a downward academic, engagement or attendance trajectory and ensures interventions are implemented accordingly.
  - Reacts to data trends and engages the correct team members as needed.
  - Analyzes data to guide data-driven action in the direction of more effective engagement efforts to improving student engagement levels.
- **School Culture:**
  - Trains Student Support Team Members, Leadership, and school staff on student support best practices.
  - Acts as a school representative for Students Support Team initiatives, including, but not limited to, Strong Start, Student & Advisor relationships, and attendance.
  - Serves on school-based, system-wide, and community-based teams to develop interventions for increasing student's academic success.
  - Leads the effort to create, define and instill a school culture that underlies and informs every aspect of the school experience from students-to-families-to-staff and guides data driven decision-making and actions.
  - Collaborates with Learning Coaches, teachers, and the school leadership team to develop a family-friendly school climate.
- **Learning Coach Education:**
  - Implements Learning Coach Engagement strategies that tie directly to school improvement goals including, but not limited to, the Learning Coach onboarding process, Parent Advisory Committees, and Learning Coach outreach.

**Supervisory Responsibilities:** Directly supervises 6-15 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's Degree AND
- Five (5) years of related leadership experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Creative problem-solving skills to motivate at-risk students to engage in school and learning.
- Experience working with at-risk learners, including those in poverty.
- Strong data-analysis, communication, and program management skills.
- Self-motivated.
- Proficiency in Microsoft Office Suite (Outlook, Word, Excel, PowerPoint, etc.); Web proficiency.
- Ability to travel 10% of the time.
- Ability to clear required background check.

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**DESIRED QUALIFICATIONS:**

- Master's degree in Education, Counseling, Human Services, or related field of study.
- Demonstrated leadership success overseeing and evaluating a group of diverse, cross-functional employees.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position but may require one or more days a week in the office as determined by the supervisor.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

## **JOB DESCRIPTION: DATA COACH**

### **Purpose Statement**

The job of Data Coach was established for the purpose/s of planning, implementing and maintaining a program of professional development for teachers which conforms to district and state objectives. This job reports to the Academic Dean.

### **Essential Functions**

- Collaborates with teachers in a variety of settings (including 1-on-1 meetings and group settings) for the purpose of implementing and maintaining data understanding.
- Coordinates professional development opportunities for the purpose of fostering staff growth and ensuring data driven instruction.
- Designs services (e.g. training, programs, etc.) for the purpose of implementing professional development program activities that address data training needs.
- Develops long and short range plans/programs for the purpose of ensuring that district resources are effectively utilized.
- Researches a variety of information (e.g. courses, materials, training consultants, etc.) for the purpose of developing new programs that meet staff training needs.
- Facilitates data conversations in Professional Learning Communities
- Assists faculty in the understanding of academic achievement on a school, class, and individual student level, as demonstrated on state and local assessments.
- The data coach will focus on analyzing district data to determine school wide data trends and internal professional development needs.
- Facilitates and continual professional development and support to build the capacity of staff in using data to deliver effective lessons for all students to obtain grade level proficiency.

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### **MINIMUM REQUIRED QUALIFICATIONS:**


- Advanced Microsoft Excel skills required
- 5+ years of related experience
- Experience with the Unanet time and reporting system

### **Certificates and Licenses:**

- Michigan Administrator Certificate

### **OTHER REQUIRED QUALIFICATIONS:**

- Strong computer proficiency (Microsoft Word, Excel and PowerPoint)
- Ability to pass required background check
- Experience with data analysis, modeling, design and documentation
- Ability to communicate technology concepts effectively with technically proficient and non-technically proficient individuals
- Excellent written and oral communication skills
- Effective customer service and interpersonal skills
- Strong organizational and time management skills

	<b>Job Title:</b>	<b>Elementary Instructional Supervisor</b>
	<b>Alternate Job Title:</b>	
	<b>Job Code:</b>	MEACSL1
	<b>Career Track:</b>	<b>Management</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academic</b>
	<b>Job Subfamily:</b>	<b>School Leadership</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The Elementary Instructional Supervisor plays a critical role in supporting the elementary leadership team in ensuring a positive and effective learning environment for students. This position involves collaborating with the principal, lead teacher, teachers, staff, and parents to enhance the overall educational experience and contribute to the school's success.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development and coordination activities; As needed, researches and implements non-K12 curriculum resources that meet state standards;
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly remote work environment;
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws regarding special education and other categorical programs;
- Interfaces with students and families in regard to compliance as it relates to student attendance and engagement in educational program as defined by school policy and student handbook expectations;
- Evaluates teaching staff; Manages teacher performance, developing and providing necessary training to support their professional development; Manages New Teacher Training and Programs;
- Confers with teachers, students, and parents concerning educational and behavioral problems in school; Implements and enforces disciplinary policies in accordance with the school's guidelines

**Supervisory Responsibilities:** This position does not directly supervise any teachers, but supports the principal in evaluating and managing all elementary teachers.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Previous Supervisory Experience
- Master's degree AND
- Five (5) years of educational experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid Michigan School Administrator Certificate K-12

**OTHER REQUIRED QUALIFICATIONS:**

- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 10% of the time for meetings, professional development, etc.
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Previous experience as an online Educator
- Previous administrative experience

**WORK ENVIRONMENT:**

This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**



**Job Title:** (MVCA) Academic Professional Development Coordinator

**Department:** 730  
**Reports To:** Head of School  
**FLSA Status:** Exempt  
**Salary Range:** TBD

**SUMMARY:** The Academic Coordinator supports the academic administrators by coordinating the teacher evaluation system, ensuring teacher credentialing is current and compliant, developing a comprehensive multi-year professional development plan, coordinating the Academic Excellence Framework, and provide leadership to reconcile graduation records for withdrawn students.

**ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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- Plans and coordinates all staff professional development sessions to increase teacher skills, knowledge, and professionalism while helping to increase student achievement;
- Works collaboratively with academic administrators to establish a long term professional development plan that identifies essential core teaching strategies, develops content expertise, and equips staff for new and innovative programs
- Ensures professional development plan aligns school improvement plan, K12 initiatives, and MVCA programs and instruction.
- Tracks all licensure for staff ensuring licensure is current and in compliance with Michigan Department of Education.
- Prepares teacher evaluation processes and procedures to ensure compliance with the state of Michigan.
- Develops tools and resources for academic administrators for effective implementation and tracking of the teacher evaluation system.
- Develops and maintains an academic inventory and road map of all academic programs.
- Develops reports regarding the level of implementation of current academic programs. ;
- Works collaboratively with administration to manage and coordinate alignment with the Academic Excellence Framework
- Provides leadership for reconciling graduation completion for withdrawn students to ensure MVCA state records for graduation are accurate.
- Assists with Testing as requested.

**Competencies:** To perform the job successfully, an individual should demonstrate the following competencies.

- **Adaptability/Flexibility:** Adapts to change, is open to new ideas, takes on new responsibilities, handles pressure, and adjusts plans to meet changing needs.
- **Integrity/Ethics:** Deals with others in a straightforward and honest manner, is accountable for actions, maintains confidentiality, supports company values, and conveys good news and bad.
- **Teamwork:** Meets all team deadlines and responsibilities, listens to others and values opinions, helps team leader to meet goals, welcomes newcomers and promotes a team atmosphere.

**Supervisory Responsibilities:** This position has no supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor degree in Education AND
- Three (3) years of experience teaching in a virtual environment OR
- Equivalent combination of education and experience

**Certificates and Licenses:** State of Michigan Teaching Licensure

**OTHER REQUIRED SKILLS & ABILITIES:**

- Strong written and verbal communication skills including presentation skills
- Organizational skills, multi-tasking abilities
- Ability to work without direct supervision
- Flexible schedule; Ability to travel up to 35%
- Ability to pass required background check

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**PREFERRED QUALIFICATIONS:**

- Master's degree in Education

**ESSENTIAL PHYSICAL REQUIREMENTS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Working with Fingers:** Ability to type, sort through pages/papers, or otherwise work with fingers (including thumb) and palm frequently each day.
- **Repetitive Motion:** Ability to move wrists, hands, and/or fingers such as in typing frequently each day.
- **Sitting:** Ability to sit much of the day.
- **Visual:** Ability to see and read PC screens, and normal type size print.
- **Hearing:** Ability to answer/route telephone calls, and understand what clients and co-workers are saying in normal conversation.

**ESSENTIAL MENTAL REQUIREMENTS:** The mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Comprehension:** Ability to understand complex problems and to collaborate and explore alternative solutions.
- **Organization:** Ability to organize and prioritize work schedule for self and others on short- and long-term basis.
- **Reasoning/Decision-Making:** Ability to make decisions which impact the schools' credibility, operations and services.
- **Communication:** Ability to understand and follow basic instructions and guidelines. Ability to complete routine forms, use existing form letters and/or conduct routine oral communication.

Ability to compose letters, outlines, memoranda, and basic reports and/or to orally communicate technical information. Ability to communicate with individuals utilizing a telephone and computer; requires ability to hear and speak effectively on the phone. Ability to express or exchange ideas by means of the spoken word, communicating orally with others accurately, expediently and at sufficient volume. Ability to make presentations/speak before groups. Ability to compose materials such as detailed reports, work-related manuals, publications of limited scope or impact, etc.

- **Mathematics:** Ability to count accurately. Ability to add, subtract, multiply, divide and to record, balance, and check results for accuracy.

**REQUIRED COMPUTER AND OTHER EQUIPMENT/DEVICE SKILLS:**

- **Computers/Peripherals/Other Office Machines:** Computer
- **Computer Software:** Electronic Mail Software (Microsoft Outlook preferred); Spreadsheet and Word Processing Software, (Microsoft Excel and Word preferred); Web proficiency.
- **Other Tools/Devices/Machines (including Vehicles):** No other tools, devices or machines are required in order to perform the essential functions of the position.

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**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the office is usually moderate (computers, printers, light foot traffic).

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

*Employee Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

\_\_\_\_\_  
*Supervisor Signature*

\_\_\_\_\_  
*Date*

Reviewed by:	Title:	Date: (most recent)
Reviewed by:	Title:	Date:

Approved by:	Title:	Date:
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**Job Title:** (MVCA) State and Federal Programs  
Coordinator  
**Department:** School Services, MVCA  
**Reports To:** Head of School  
**FLSA Status:** Exempt  
**Job Level:** Manager  
**Job Code:** TITLEPCO – TITLE PROGRAMS COORDINATOR

**SUMMARY:** The State and Federal Programs Coordinator coordinates all state and federal programs for the district, and provides guidance and oversight of personnel and programs to ensure compliance with funding guidelines and the school plan. Facilitates necessary meetings among stakeholders to ensure decision making represents collective needs and goals of the district. (90% Title I funded, 10% General funded)

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**ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Coordinates all state and federal programs; Provides oversight to ensure that the student academic performance, progress and attendance is compliant with federal and state program guidelines and the school plan; Develops systems to facilitate effective and efficient implementation of the all restricted funds
- Meets regularly with administrators to provide training and guidance regarding regulations and guidelines, budget development and monitoring, and provide support.
- Manages/helps manage teaching staff; Coordinates teaching staff training, evaluation and professional development with leadership team;
- Oversees budget compliance for state and federal programs in cooperation with the Finance Director
- Work with School Operations and Head of School to prepare reports, perform monitoring and audits;
- Researches and implements non-K12 curriculum resources to meet state standards;
- Develops and maintains relationships with districts, educational stakeholders, and the state and federal programs
- Participates in school administration meetings and attends additional meetings and summits as necessary.

**Competencies:** To perform the job successfully, an individual should demonstrate the following competencies.

- **Adaptability/Flexibility:** Adapts to change, is open to new ideas, takes on new responsibilities, handles pressure, and adjusts plans to meet changing needs.
- **Integrity/Ethics:** Deals with others in a straightforward and honest manner, is accountable for actions, maintains confidentiality, supports company values, and conveys good news and bad.
- **Teamwork:** Meets all team deadlines and responsibilities, listens to others and values opinions, helps team leader to meet goals, welcomes newcomers and promotes a team atmosphere.
- **Organization:** Detailed oriented with the ability to develop systems that facilitate effectiveness and efficiency for all stakeholders

**Supervisory Responsibilities:** Collaboratively with principals, supervises 20-25 Full-Time Equivalents (FTE). Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's degree in Business, Education or a related field AND
- Five (5) years education work experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED EXPERIENCE, KNOWLEDGE, SKILLS & ABILITIES:**

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- Knowledge of federal and state regulations
- Strong written and verbal communication skills
- Leadership experience in an educational setting
- Strong organizational and time management skills
- Experience using a student information system and/or other type of database
- Proficiency in Microsoft Excel, Word, PowerPoint and Outlook
- Ability to travel as needed for meetings and professional development
- Ability to pass required background check

**DESIRED QUALIFICATIONS:**

- School administration experience
- Experience supervising educators
- Experience in a charter school environment

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home based position. This position will require occasional travel for meetings, professional development, and testing.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

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*Employee Signature*

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*Date*

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*Supervisor Signature*

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*Date*

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Reviewed by:	Title:	Date: (most recent)
Reviewed by:	Title:	Date:
Approved by:	Title:	Date:


**ESSENTIAL PHYSICAL REQUIREMENTS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Working with Fingers:** Ability to type, sort through pages/papers, or otherwise work with fingers (including thumb) and palm frequently each day.
- **Repetitive Motion:** Ability to move wrists, hands, and/or fingers such as in typing frequently each day.
- **Sitting:** Ability to sit much of the day.
- **Visual:** Ability to see and read PC screens, and normal type size print.
- **Hearing:** Ability to answer/route telephone calls, and understand what clients and co-workers are saying in normal conversation.

**ESSENTIAL MENTAL REQUIREMENTS:** The mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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- **Comprehension:** Ability to understand, remember, and apply oral and/or written instructions or other information. Ability to understand, remember, and communicate routine, factual information. Ability to understand complex problems and to collaborate and explore alternative solutions.
- **Organization:** Ability to organize thoughts and ideas into understandable terminology. Ability to organize and prioritize work schedules for self and others on short-and long-term basis.
- **Reasoning/Decision-Making:** Ability to apply common sense in performing job. Ability to make decisions which have significant impact on the school's credibility, operations, and services.
- **Communication:** Ability to understand and follow basic instructions and guidelines. Ability to complete routine forms, use existing form letters and/or conduct routine oral communication. Ability to compose letters, outlines, memoranda, and basic reports and/or to orally communicate technical information. Ability to communicate with individuals utilizing a telephone and computer; requires ability to hear and speak effectively on the phone. Ability to express or exchange ideas by means of the spoken word, communicating orally with others accurately, expeditiously and at sufficient volume. Ability to speak before groups/make presentations. Ability to compose materials such as detailed reports, work-related manuals, publications of significant scope or impact, etc.
- **Mathematics:** Ability to count accurately. Ability to add, subtract, multiply, divide and to record, balance, and check results for accuracy. Ability to compute, analyze, and interpret numerical data for reporting purposes.

	<b>Job Title:</b>	<b>MTSS Coordinator</b>
	<b>Department:</b>	<b>School Services</b>
	<b>Reports To:</b>	<b>Executive Director</b>
	<b>Job Level:</b>	<b>Individual Contributor</b>
	<b>Job Code:</b>	<b>PEACCE1 Certified Supp Associate</b>
	<b>FLSA Status:</b>	<b>Exempt</b>

**SUMMARY:** The Multi-Tiered Systems of Support (MTSS) Coordinator oversees all tiers of MTSS interventions.

**ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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As MTSS Coordinator, the position:

- Ensures the implementation the 3-tier MTSS instructional system to increase student achievement;
- Oversees data collection and progress monitoring at every tier; Uses data to help teachers plan whole and small group instruction and help teachers identify and group students who need additional help;
- Collects and maintains all Tiers of MTSS data
- Serves as a daily resource to school administrators, school leadership teams, and other stakeholders regarding Tier 2 MTSS issues.
- Collaborates with teachers, advisors, counselors, and additional district personnel to coordinate and track Tier 2 interventions.
- Provides ongoing training and support to school/district staff regarding MTSS and the implementation of MTSS and data collection procedures.
- Supports teachers in documenting student progress;
- Works with the special education team to facilitate eligibility for special education;

**Competencies:** To perform the job successfully, an individual should demonstrate the following competencies.

- **Adaptability/Flexibility:** Adapts to change, is open to new ideas, takes on new responsibilities, handles pressure, and adjusts plans to meet changing needs.
- **Integrity/Ethics:** Deals with others in a straightforward and honest manner, is accountable for actions, maintains confidentiality, supports company values, and conveys good news and bad.
- **Teamwork:** Meets all team deadlines and responsibilities, listens to others and values opinions, helps team leader to meet goals, welcomes newcomers and promotes a team atmosphere.

**Supervisory Responsibilities:** This position has no supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND

- Three (3) years of related professional experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED SKILLS & ABILITIES:**

- Proficient in Microsoft Outlook, Excel and Word
- Able to pass required background check

**DESIRED QUALIFICATIONS:**

- Three (3) years of directly related experience in an online school setting

**REQUIRED COMPUTER AND OTHER EQUIPMENT/DEVICE SKILLS:**

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- **Computers/Peripherals/Other Office Machines:** Computer
- **Computer Software:** Electronic Mail Software (Microsoft Outlook preferred); Spreadsheet and Word Processing Software, (Microsoft Excel and Word preferred); Presentation Software, (Microsoft PowerPoint preferred); Database Software; Web proficiency.
- **Other Tools/Devices/Machines (including Vehicles):** No other tools, devices or machines are required in order to perform the essential functions of the position.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a remote, home-based position.


The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

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*Employee Signature*

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*Date*

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*Supervisor Signature*

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*Date*

	<b>Job Title:</b>	<b>Lead Teacher</b>
	<b>Alternate Job Title:</b>	<b>Lead Teacher</b>
	<b>Job Code:</b>	<b>PEACGE2 PEACGG2 PEACGM2 PEACGH2</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>General Education</b>
	<b>Level:</b>	<b>2</b>

**SUMMARY:** The Lead Teacher is a highly qualified, state certified teacher responsible for delivering specific course content in an on-line environment. Teachers provide instruction, support and guidance, manage the learning process, and focus on students' individual needs. Additionally, the Lead Teacher acts as a member of the school leadership team, managing/supervising and/or mentoring teachers and supporting virtual academy (VA) efforts to improve student performance.

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**ESSENTIAL FUNCTIONS:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Functions as a member of the school leadership team; Manages/supervises and/or mentors teachers in the VA providing coaching and formal evaluation; Strives to proactively address identified needs and support VA efforts to improve student performance;
- Orients teachers, communicates requirements, sets and enforces deadlines, maintains regular office hours to support teachers and students; Understands how both diverse and unique characteristics of students and their families impact required support from both the homeroom teacher and the Lead teacher;
- Learns the entire K12 curriculum for assigned grade levels and is able to demonstrate knowledge of how state standards align with it; Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools;
- Takes ownership for student's academic progress and attendance, communicates high expectations and shows an active interest in student's achievement by supporting the homeroom teachers in their efforts, establishes and maintains a positive rapport with families and teachers, conducts data driven conferences with teachers
- Supports teachers with curricular and instructional issues, balances the flexibility of the K12 curriculum with Academy policies and procedures,
- Lead Teachers focus on one or more ongoing tasks/projects related to managing school operations such as: recruiting/interviewing teaching candidates; training new teachers; implementing teacher evaluation processes; assisting with student-teacher matching; maintaining uniformity among teaching procedures; developing and implementing school policies/procedures; acting as a curriculum expert for a grade level/series of grade levels; coordinating aspects of testing readiness; assisting teachers in addressing low attendance and progress issues; preparing regular reports/facilitating communications; and assisting with marketing events.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned.

- Assists with the development and implementation all policies and procedures related to teaching and learning;
- Helps develop and implement a data driven program design that has synergy with K12 curriculum;
- Collaborates with peers in order to provide a positive experience for students;
- Assists with the assurance that their direct reports meet all the standards and expectations outlined;

- Assists with the promotion of professional development of teachers through the implementation of Data Driven Instruction;
- Assists with the development and dissemination of “best practices” in the virtual school setting;
- Plans/implements data driven professional learning activities;
- Work collaboratively with others to achieve school performance goals;
- Serves as a liaison between parents and teachers along with the school administrative team;
- Presents and leads various meeting school department/team meetings;
- Travels to, participates and presents in regular staff meetings and professional development sessions;
- Maintains records regarding students in accordance with school policy and state requirements; prepares reports regarding students and classroom matters as directed.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor’s degree in education or related field AND
- Three (3) years of successful teaching experience including experience as a virtual teacher OR
- Equivalent combination of education and experience

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**Certificates and Licenses:** Appropriate state teaching certification.


**OTHER REQUIRED QUALIFICATIONS:**

- Knowledgeable of state and charter school law and regulations
- Knowledgeable of the State Performance Standards
- Demonstrated leadership skills
- Exceptionally strong verbal and written communication skills
- Strong organizational skills
- Experienced in Word, Excel, PowerPoint, and able to learn specific student management system(s)
- Ability to travel up to 25% of the time for work as may be required for training, professional development, meetings, etc.
- Ability to pass required background check.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

	<b>Job Title:</b>	<b>Lead Teacher</b>
	<b>Alternate Job Title:</b>	<b>Literacy Instructional Coach</b>
	<b>Job Code:</b>	<b>PEACGE2 PEACGG2 PEACGM2 PEACGH2</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>General Education</b>
	<b>Level:</b>	<b>2</b>

**SUMMARY:** The Lead Teacher is a highly qualified, state certified teacher responsible for delivering specific course content in an on-line environment. Teachers provide instruction, support and guidance, manage the learning process, and focus on students' individual needs. Additionally, the Lead Teacher acts as a member of the school leadership team, managing/supervising and/or mentoring teachers and supporting virtual academy (VA) efforts to improve student performance.

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**ESSENTIAL FUNCTIONS:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Functions as a member of the school leadership team; Manages/supervises and/or mentors teachers in the VA providing coaching and formal evaluation; Strives to proactively address identified needs and support VA efforts to improve student performance;
- Orients teachers, communicates requirements, sets and enforces deadlines, maintains regular office hours to support teachers and students; Understands how both diverse and unique characteristics of students and their families impact required support from both the homeroom teacher and the Lead teacher;
- Learns the entire K12 curriculum for assigned grade levels and is able to demonstrate knowledge of how state standards align with it; Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools;
- Takes ownership for student's academic progress and attendance, communicates high expectations and shows an active interest in student's achievement by supporting the homeroom teachers in their efforts, establishes and maintains a positive rapport with families and teachers, conducts data driven conferences with teachers
- Supports teachers with curricular and instructional issues, balances the flexibility of the K12 curriculum with Academy policies and procedures,
- Lead Teachers focus on one or more ongoing tasks/projects related to managing school operations such as: recruiting/interviewing teaching candidates; training new teachers; implementing teacher evaluation processes; assisting with student-teacher matching; maintaining uniformity among teaching procedures; developing and implementing school policies/procedures; acting as a curriculum expert for a grade level/series of grade levels; coordinating aspects of testing readiness; assisting teachers in addressing low attendance and progress issues; preparing regular reports/facilitating communications; and assisting with marketing events.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned.

- Assists with the development and implementation all policies and procedures related to teaching and learning;
- Helps develop and implement a data driven program design that has synergy with K12 curriculum;
- Collaborates with peers in order to provide a positive experience for students;
- Assists with the assurance that their direct reports meet all the standards and expectations outlined;

- Assists with the promotion of professional development of teachers through the implementation of Data Driven Instruction;
- Assists with the development and dissemination of “best practices” in the virtual school setting;
- Plans/implements data driven professional learning activities;
- Work collaboratively with others to achieve school performance goals;
- Serves as a liaison between parents and teachers along with the school administrative team;
- Presents and leads various meeting school department/team meetings;
- Travels to, participates and presents in regular staff meetings and professional development sessions;
- Maintains records regarding students in accordance with school policy and state requirements; prepares reports regarding students and classroom matters as directed.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor’s degree in education or related field AND
- Three (3) years of successful teaching experience including experience as a virtual teacher OR
- Equivalent combination of education and experience

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**Certificates and Licenses:** Appropriate state teaching certification.


**OTHER REQUIRED QUALIFICATIONS:**

- Knowledgeable of state and charter school law and regulations
- Knowledgeable of the State Performance Standards
- Demonstrated leadership skills
- Exceptionally strong verbal and written communication skills
- Strong organizational skills
- Experienced in Word, Excel, PowerPoint, and able to learn specific student management system(s)
- Ability to travel up to 25% of the time for work as may be required for training, professional development, meetings, etc.
- Ability to pass required background check.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

	<b>Job Title:</b>	Lead Teacher
	<b>Alternate Job Title:</b>	Math Coach
	<b>Job Code:</b>	PEACGE2 PEACGG2 PEACGM2 PEACGH2
	<b>Career Track:</b>	Professional
	<b>FLSA Status:</b>	Exempt
	<b>Job Family:</b>	Academics
	<b>Job Subfamily:</b>	General Education
	<b>Level:</b>	2

**SUMMARY:** The Lead Teacher is a highly qualified, state certified teacher responsible for delivering specific course content in an on-line environment. Teachers provide instruction, support and guidance, manage the learning process, and focus on students' individual needs. Additionally, the Lead Teacher acts as a member of the school leadership team, managing/supervising and/or mentoring teachers and supporting virtual academy (VA) efforts to improve student performance.

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**ESSENTIAL FUNCTIONS:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Functions as a member of the school leadership team; Manages/supervises and/or mentors teachers in the VA providing coaching and formal evaluation; Strives to proactively address identified needs and support VA efforts to improve student performance;
- Orients teachers, communicates requirements, sets and enforces deadlines, maintains regular office hours to support teachers and students; Understands how both diverse and unique characteristics of students and their families impact required support from both the homeroom teacher and the Lead teacher;
- Learns the entire K12 curriculum for assigned grade levels and is able to demonstrate knowledge of how state standards align with it; Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools;
- Takes ownership for student's academic progress and attendance, communicates high expectations and shows an active interest in student's achievement by supporting the homeroom teachers in their efforts, establishes and maintains a positive rapport with families and teachers, conducts data driven conferences with teachers
- Supports teachers with curricular and instructional issues, balances the flexibility of the K12 curriculum with Academy policies and procedures,
- Lead Teachers focus on one or more ongoing tasks/projects related to managing school operations such as: recruiting/interviewing teaching candidates; training new teachers; implementing teacher evaluation processes; assisting with student-teacher matching; maintaining uniformity among teaching procedures; developing and implementing school policies/procedures; acting as a curriculum expert for a grade level/series of grade levels; coordinating aspects of testing readiness; assisting teachers in addressing low attendance and progress issues; preparing regular reports/facilitating communications; and assisting with marketing events.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned.

- Assists with the development and implementation all policies and procedures related to teaching and learning;
- Helps develop and implement a data driven program design that has synergy with K12 curriculum;
- Collaborates with peers in order to provide a positive experience for students;
- Assists with the assurance that their direct reports meet all the standards and expectations outlined;

- Assists with the promotion of professional development of teachers through the implementation of Data Driven Instruction;
- Assists with the development and dissemination of “best practices” in the virtual school setting;
- Plans/implements data driven professional learning activities;
- Work collaboratively with others to achieve school performance goals;
- Serves as a liaison between parents and teachers along with the school administrative team;
- Presents and leads various meeting school department/team meetings;
- Travels to, participates and presents in regular staff meetings and professional development sessions;
- Maintains records regarding students in accordance with school policy and state requirements; prepares reports regarding students and classroom matters as directed.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor’s degree in education or related field AND
- Three (3) years of successful teaching experience including experience as a virtual teacher OR
- Equivalent combination of education and experience

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**Certificates and Licenses:** Appropriate state teaching certification.


**OTHER REQUIRED QUALIFICATIONS:**

- Knowledgeable of state and charter school law and regulations
- Knowledgeable of the State Performance Standards
- Demonstrated leadership skills
- Exceptionally strong verbal and written communication skills
- Strong organizational skills
- Experienced in Word, Excel, PowerPoint, and able to learn specific student management system(s)
- Ability to travel up to 25% of the time for work as may be required for training, professional development, meetings, etc.
- Ability to pass required background check.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

	<b>Job Title:</b>	<b>School Operations Admin 3</b>
	<b>Alternate Job Title:</b>	<b>School Operations Support Specialist</b>
	<b>Job Code:</b>	<b>ANACSO3</b>
	<b>Career Track:</b>	<b>Administrative</b>
	<b>FLSA Status:</b>	<b>Non-Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Support Operations</b>
	<b>Level:</b>	<b>3</b>

**SUMMARY:** The School Operations Support Specialist, Level 3 performs and/or supports various aspects of school operations with an emphasis on compliance activities at all levels, internal and external to the K12 organization.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Works closely with School Operations Manager to manage projects and perform systems tasks for major school events, such as weekly enrollment, Re-Registration, Semester End Transition, and Year End Transition; 274
- Mentor, train and advise peers on key registrar team deliverables.
- Works with School Operations Manager and administrative staff to ensure the school is in compliance with and meets all audit requirements;
- Maintain and ensure student academic records and processes (including but not limited to graduation plans, report cards, transcripts, records distribution) are in accordance with school operations and accreditation policies
- Assists School Operations Manager with the development and drafting of school policies and procedures, e.g. assists with the Company's efforts nationally to develop policies and procedures, training standards and curriculum enhancements;
- Fosters strong working relationships with Academics, Operations, Enrollment, Sales and Account Management as well as vendors, districts, state and other education stakeholders;
- Provide troubleshooting and solutions in a timely manner to more intricate customer issues, requests, and problems utilizing critical thinking, knowledge of alternative academic paths and advanced knowledge of systems, products, and processes
- Identify and work with management and cross-functional teams to implement changes to existing procedures to support department goals and requirements
- Contribute to the integrity, confidentiality, and security of all student records per policy
- Adheres to organization's best practices and solutions to ensure operational efficiency and optimal customer experience
- Responsible for MCIR (immunization) reporting
- Lead pupil accounting audit
- Generates and maintains electronic data records for child accounting, special education child accounting, and residency requirements
- Assists with state reporting
- Assists with a wide variety of teacher and staff support issues, including but not limited to, solving or escalating basic systems and technology problems, ordering and reclaiming equipment and materials, and responding to inquiries and teaching staff and teachers about K12 systems;

**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND
- One (1) to three (3) years of operations, project, or product management/support experience OR

- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Strong attention to detail, including proof-reading and editing skills
- Strong written and verbal communication skills
- Strong technology skills
- Ability to multi-task under time pressure while remaining calm
- Experience using search engines (internet) for research projects
- Experience using a student information system and/or other type of database
- Proficient in MS Excel, MSWord, and Outlook
- Ability to pass required background check

**DESIRED QUALIFICATIONS:**

- Formal project management experience in fast-paced or start-up environment

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**WORK ENVIRONMENT:** This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

**Job Title:** School Operations Admin 1  
**Alternate Job Title:** Registrar 1  
**Job Code:** ANACSO1  
**Career Track:** Administrative  
**FLSA Status:** Non-Exempt  
**Job Family:** Academics  
**Job Subfamily:** Support Operations  
**Level:** 1

**SUMMARY:** The Private School Registrar is a member of Stride's Private School Registrar Team. The Registrar team is responsible for the maintenance, processing, and integrity of Stride's Private School student academic records. The Registrar supports both internal and external stakeholders assisting with the enrollment, withdrawal, and transfer of students as needed. This position is also responsible for organizing, collecting, and distributing records, as well as end of term grade approvals, assisting with transcript evaluations, and graduation planning.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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- Obtain student records from prior institutions to ensure student satisfaction of graduation requirements and compliancy
- Review, create, process, maintain, and distribute student academic records (including but not limited to graduation plans, report cards, transcripts, records distribution) in accordance with school operations and accreditation policies and deadlines
- Compile and distribute final graduation packages (diplomas, awards, official transcripts, etc.)
- Provide troubleshooting and solution in a timely manner to routine customer issues, requests, and problems, referring more complex issues to Senior Registrars
- Adapt to changes in existing procedures as needed to meet operational goals or organizational requirements
- Work with team to evolve registrar operational best practices
- Work collaboratively with Operations, Enrollment and Academic teams to support the student experience
- Contribute to the integrity, confidentiality, and security of all student records per policy
- Adhere to organization's best practices and solutions to ensure operational efficiency and optimal customer experience

**Supervisory Responsibilities:**

This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- High School Diploma or GED
- Zero to One year of related work experience

**Certificates and Licenses:** None required – Notary Preferred

**OTHER REQUIRED QUALIFICATIONS:**

- Flexibility in working hours to include increased volume supporting start and end of school terms
- Microsoft Office (Outlook, Word, Excel)
- High level of attention to detail with focus on quality and accuracy
- Team player with positive, flexible attitude, integrity with strong interpersonal skills
- Ability to communicate customer friendly messaging as needed via email or telephone
- Ability to pass required background check

**DESIRED QUALIFICATIONS:**

- Prior K12 experience is highly desirable
- Experience with K-12 student records and knowledge of student progression plans and credit requirements
- Experience with Salesforce and TotalView a plus
- Ability to learn new technology tools quickly (e.g., database and web-based tools)
- Experience using student information systems, learning management systems, and other types of databases
- Bachelor's degree
- Bi-lingual
- Prior experience providing exceptional customer support

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

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**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

**Job Title:** School Operations Administrator 2  
**Alternate Job Title:** Special Education Registrar  
**Job Code:** ANACS02  
**Career Track:** Administrative  
**FLSA Status:** Non-Exempt  
**Job Family:** Academics  
**Job Subfamily:** Support Operations  
**Level:** 2

**SUMMARY:** The Special Education Registrar supports Special Education office by overseeing the processing requests for both new Special Education enrollments and withdrawals in the applicable systems, maintaining student files and records that are Special Education in nature, course placement for students with disabilities, performing routine administrative duties and facilitating communication with various stakeholders.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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- Requests and tracks receipt of records for newly enrolled Special Education students; prepares mass data imports for new students within prescribed time frames.
- Processes student withdrawals for students with disabilities; fulfills records requests for withdrawn students within prescribed time frames.
- Processes parent contact and data information changes in Special Education systems.
- Maintains school and state student-level databases, including data entry.
- Creates customized special education reports as requested.
- Creates and maintains Special Education students' cumulative files and other student records; audits for accuracy on at least an annual basis; establishes and maintains secure access to student records; ensures proper disposal of student records.
- Maintains and scans received files for all students with disabilities.
- Serves as primary point of contact for families, teachers, staff, and other schools regarding accessing student information and records for students with disabilities.
- Assists with national K12 efforts in training, process enhancement, etc.; facilitates communications between local schools, K12 and school districts as needed.
- Support school outings and professional learning events as requested.
- Ensures that school personnel comply with the Family Educational Rights and Privacy Act (FERPA).
- Assists the Special Education enrollment process with specific duties assigned by the Associate Special Education Director- Operations/Compliance.
- Assigns courses for students with disabilities upon guidance for the Special Education manager; and
- Ensures all Special Education state reporting is completed in a timely manner; alerts the Special Education Associate Director to any issues regarding timelines.

**Supervisory Responsibilities:** This position has no supervisory duties.

**MINIMUM REQUIRED QUALIFICATIONS:**

- High school diploma or equivalent AND
- One (1) year of related work experience OR
- An equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Excellent organizational and time management skills
- Maintain confidentiality
- Strong written and verbal communication skills

- Professional experience using Microsoft Excel, Word, and Outlook
- Experience using search engines (internet) for research
- Experience using a student information system and/or other type of database
- Detail oriented, able to identify errors in student data and information
- Able to multi-task, get tasks done quickly and accurately
- Customer service oriented
- Communicate professionally and tactfully through all communications
- Flexible, team-player; adapts to changing office environment
- Basic proficiency in Microsoft Outlook, Excel, and Word; familiarity with ability to enter and retrieve information from databases
- Has a willingness to obtain special licenses or certificates such as Notary, first aid, and CPR
- Ability to travel 10% of time for meetings, professional development, etc.
- Ability to lift to 25lbs
- Ability to pass required background check.

**DESIRED QUALIFICATIONS:**


- Associate's degree
- Experience working in a public-school environment

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**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

	<b>Job Title:</b>	School Operations Admin 1
	<b>Alternate Job Title:</b>	Office Administrator
	<b>Job Code:</b>	ANACSO1
	<b>Career Track:</b>	Administrative
	<b>FLSA Status:</b>	Exempt or Non-Exempt
	<b>Job Family:</b>	Academics
	<b>Job Subfamily:</b>	Support
	<b>Level:</b>	1

**SUMMARY:** The Office Administrator provides general administrative support services to the Office staff including processing mail, ordering supplies, maintaining office equipment, and other duties that create a pleasant, organized work environment which promotes productivity. The position coordinates events, assists with special projects as requested, and is supremely attentive to facilitating effective communication.

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**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Supervises the maintenance and alteration of office areas and equipment, as well as layout arrangement and housekeeping of office facilities;
- Assists with inventory and supervises maintenance of all office equipment, supplies, and services; fulfills approved materials requests; reviews and approves office supply requisitions and makes approved purchases;
- Responsible for the facilities day-to-day operations (such as distributing building access keys and back-up to security access cards, etc.);
- Greets guests who visit the office; manages the general information email address; handles all incoming calls and the telephone system as a whole;
- Sorts and distributes mail; coordinates all incoming/outgoing package processes on-site (Fed-Ex, UPS, courier service); acts as K12's point-of-contact for questions regarding logistics and shipping; maintains stamps, mailing and package shipment supplies; processes incoming and out-going faxes;
- Sets up conference calls, meetings and office functions both on and off-site; coordinates special events; creates and maintains administrative calendars in Outlook, as needed;
- Keeps all conference rooms, kitchen and general traffic areas clean and in order.

**Supervisory Responsibilities:** This position has no supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- High School Diploma or General Education Development (GED) Certificate AND
- Three (3) years of related experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Great organizational and time management skills
- Experience using search engines (Internet) for research projects


- Strong written and verbal communication skills
- Working knowledge of digital phone systems (PBX or other)
- Professional experience using Microsoft Office (Outlook, Word, Excel)
- Ability to pass required background check

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

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	<b>Job Title:</b>	School Operations Administrator 1
	<b>Alternate Job Title:</b>	Student Attendance Specialist
	<b>Job Code:</b>	ANACSO1
	<b>Career Track:</b>	Administrative
	<b>FLSA Status:</b>	Non-Exempt
	<b>Job Family:</b>	Academics
	<b>Job Subfamily:</b>	Support Operations
	<b>Level:</b>	1

**SUMMARY:** The Student Attendance Specialist ensures that school age children are attending school regularly by investigating causes of unexcused or excessive absences, communicating with families and assisting them in problem-solving, issuing attendance-based warnings, and helping to represent the school if cases go to court.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Coordinates school-wide attendance efforts and absenteeism prevention programming with a two-fold focus
  - 1) educating families on the importance of attendance with a focus on prevention and 2) intervening to fix the underlying issues that lead to absenteeism;
- Works with teachers to monitor student adherence to the school’s attendance policies;
  - Emails, calls and sends auto-dial notices to targeted student population;
  - Recommends families to the appropriate administrator for truancy intervention meetings as necessary;
  - Attends truancy meetings with school administrators;
- Ensures state compliancy guidelines are met for student attendance, progress and system logins;
- Ensures school policy and state requirements are met regarding all attendance withdrawals;
- Produces attendance/truancy reports for the school, county and state, as required;
- Works with the Student Support Team to assist students in situations where referral to service agencies are necessary;
- Works with families and teachers to develop individualized action plans to increase student attendance and engagement;
- Works with the Student Support Administrator, Head of School and local school board to develop improved procedures that address attendance;
- Works with families and student support staff to prevent juvenile delinquency;
- Develops and implements educational workshops related to absenteeism for school staff and families;
- Assists staff on projects regarding student attendance/truancy.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- High School Diploma or General Equivalency Degree (GED) Certificate AND
- Two (2) years of truancy experience OR
- Equivalent combination of education and experience.

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Knowledge of state school attendance laws, and other pertinent laws regarding K-12 education;
- Knowledge of state specific court procedures regarding truancy;
- Familiarity with online learning environment;
- Strong organizational and time management skills;
- Strong written and verbal communication skills;
- Microsoft Office Suite (Word, Excel, PowerPoint, Outlook, etc.);

- Ability to travel 25% of the time;
- Ability to pass required background check.

**DESIRED QUALIFICATIONS:**

- Three (3) years of experience working with families in similar capacity, enrollment or truancy
- Post-secondary degree especially in Education, Counseling, Human Services or related field of study.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position but may require one or more days a week in the office as determined by the supervisor.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.** 283

**Job Title:** School Operations Associate  
**Alternate Job Title:** Testing Coordinator  
**Job Code:** PEACSO1  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Operations  
**Level:** 1

**SUMMARY:** The Testing Coordinator manages all aspects of state mandated testing and assessment programs for schools within the state.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Manages all school and state mandated assessment programs including Scantron, ELL assessments, and AP Exams etc., including make-up testing.
- Researches and secures facilities throughout the state for all in-person testing, maintaining communication to revisit needs prior to each administration, as needed.
- Attends district, state, K12, and regional trainings and ensures knowledge transfer with appropriate personnel; Trains staff in appropriate District and State testing procedures (prior to each administration).
- Tracks enrollment and orders testing materials; accordingly, ensures accuracy of testing materials.
- Creates test security plans and Test Administration Plans and documents needed for implementation of the plan; Monitors state testing to ensure all regulations and rules are followed; Investigates and prepares reports for reported test irregularities.
- Trains Site Coordinators in appropriate procedures for coordinating testing at their location; Supervises, monitors, and maintains regular communications with all Site Coordinators.
- Develops staffing plans and works with Administration to onboard staff for testing.
- Develops communications to parents and staff regarding state testing.
- Works with School Operations Manager to update and maintain the Testing Database; Maintains testing planning and tracking tools throughout the year; Tracks student accommodations for Special Education, 504, and general education students.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities and/or duties required; other duties may be assigned.

- Oversees processes for sorting, packing, and shipping materials to sites; Regularly inventories and orders non-secure testing supplies for each administration.
- Collaborates with the Special Education Manager on the implementation of state testing and the needs for alternate assessment testers.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND
- Two (2) years of experience in test administration/protocols OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Excellent organizational and time management skills
- Ability to do occasional moderate lifting
- Professional experience using Microsoft Excel, Word, Outlook; Familiarity with using databases; Web proficiency

- Ability to travel 20% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Familiarity with state testing
- Current state teacher's certificate
- Experience teaching in the classroom and administering standardized tests
- Experience with virtual/online education

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.**

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# Family Compliance Liaison

WHO ARE WE?



- [About us](#)
- [K12 Produces Results](#)
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K12, a Stride Company, believes in Education for ANY ONE. We provide families an online option for a high-quality, personalized education experience. Students can thrive, find their passion, and learn in an environment that encourages discovery at their own pace. In support of this, we are committed to creating and maintaining a culture of inclusion and diversity where our employees are passionate about serving students and families, treat one another and customers with respect, challenge each other to innovate and always strive to do better.

The Special Programs High School Graduation Coach works with all departments to identify and provide interventions and support services to students with an IEP that are at risk of not graduating on time, and to help ensure that students are college or career ready upon graduation. The High School Graduation Coach position ensures that school-age children are attending school regularly by investigating causes of unexcused or excessive absences, communicating with families and assisting them in problem solving, issuing attendance-based warnings, and helping to represent the school if cases go to court.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Maintains student database related to course progress for students supported
- Utilizes early warning indicators to identify high school students who are most likely at risk of not graduating
- Participates in school-wide attendance efforts and absenteeism prevention programming with a two-fold focus: 1) Educate families on the importance of

attendance with a focus on prevention and 2) Intervene to address underlying issues that lead to absenteeism

- Works with HS Special Education teachers to monitor student adherence to the school's attendance policies;
  - Emails, calls texts, and sends auto-dial notices to targeted student population;
  - Recommends families to the appropriate administrator for truancy intervention meetings as necessary
- Works closely with AA-SP and collects data to determine effectiveness of strategies and initiatives;
- Works with families and special education teachers to develop individualized action plans to increase student attendance and engagement
- Works with teachers and counselors to develop individualized plans with academic and post-secondary goals including interventions to increase likelihood that at risk students will stay in school and graduate;
- Works with families and student support staff to prevent juvenile delinquency
- Communicates high expectations and shows an active interest in student's achievement, establishes and maintains a positive rapport with families; communicates regularly with parents and students at risk of not graduating.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities and/or duties required; other duties may be assigned.

- Collaborates with peers in order to provide a positive experience for students;
- Travels to and participate in professional development sessions and school outings;
- Proctor state testing examinations as needed
- Participates in the school's self and peer evaluation programs;

**MINIMUM REQUIRED QUALIFICATIONS:**

- Experience working in an educational setting
- Three (3) years advising or leadership experience
- Equivalent combination of education and experience
- HS Diploma and 2 years of college experience

**Certificates and Licenses:** None required

**OTHER REQUIRED EXPERIENCE, KNOWLEDGE, SKILLS & ABILITIES:**

- Knowledge of state graduation criteria
- Knowledge of community resources
- Strong interpersonal skills with both in-person and electronic communication platforms and a customer service orientation
- Ability to learn new technology skills quickly
- Microsoft Office (Outlook, Word, Excel, PowerPoint); Web proficiency
- Ability to travel occasionally for collaboration and maintenance of records, state testing, professional development, outings and school planning meetings
- Ability to pass required background check

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**Residency Requirement:** Must be a Michigan resident

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position with minimal travel requirements.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

*Stride, Inc. is a Federal Contractor, an Equal Opportunity/Affirmative Action Employer and a Drug-Free Workplace. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, protected Veteran status age, or genetics, or any other characteristic protected by law.*

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Equal Opportunity Employer/Protected Veterans/Individuals with Disabilities

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

**Job Title:** Certified Support Associate  
**Alternate Job Title:** Special Education Compliance Coordinator  
**Job Code:** PEACCE1  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Certified Support  
**Level:** 1

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**SUMMARY:** The Special Education Compliance Coordinator is a critical participant in the implementation of all policies and procedures related to Special Education programs. The incumbent will be responsible for maintaining relationships with state/regional/district level special education leaders and keeping the schools compliant with deadlines related to special education programs. This position will ensure all special education reporting and compliance requirements are met at all partner school districts.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Assist with the implementation of all policies and procedures related to Special Education programs
- Create and maintain relationships with state/regional/district-level special education leaders
- Develop contacts with special education related service providers
- Request special education records from student's resident school district and check for compliance and currency
- Assist with all special education reporting, e.g. school, local, state, and federal
- Work with Special Education Director, teachers and Executive Director on compliance-related issues
- Track and Inform teachers of compliancy dates for Individual Educational Plans (IEP)
- Works directly with parents and students (both regular and special education) where necessary
- Contact students and families for entry ARD/IEP meetings, schedules meetings, distribute IEPs and evaluations to teachers
- Manage class loads and teacher assignments
- Coordinate and organize student special education records for partner school districts

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**REQUIRED QUALIFICATIONS:**

- Two (2) years of relevant experience and bachelor's degree in appropriate field of study or equivalent combination of education and experience.
- Great organizational and time management skills
- MS365 Proficient
- Ability to clear required background check

**Certificates and Licenses:** Special Education Teacher Certification

**PREFERRED QUALIFICATIONS:**


- Diagnostician Certification
- Experience teaching in both online and in a brick-and-mortar environments

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This position is remote and open to residents of the 50 states, D.C.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.



	<b>Job Title:</b>	<b>Certified Support Associate</b>
	<b>Alternate Job Title:</b>	<b>Transition Coordinator</b>
	<b>Job Code:</b>	PEACCE1 - Certified Supp Associate
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Non-Instructional student support</b>
	<b>Level:</b>	1

**SUMMARY:** The Transition Coordinator oversees all Special Education/IEP transition plan related activities at the district level. The role assists staff in providing special education and transition services that are critical to the success of students with disabilities by providing guidance and training in a manner that is compliant with all pertinent laws and regulations. Services are provided for all levels of transition planning including, Middle School into High School and High School into the workforce or postsecondary training/education. The position also assists in the completion of related reports that may be required by the school, state and/or federal government and facilitates communications between students, parents, staff/school administration and agencies.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties. 292

- Serves as consultant and in-service leader to teachers in the coordination of transition activities;
- Assists in preparing for/conducting needed in-service trainings including a special education orientation;
- Oversees all interagency linkages for special education transitions;
- Acts as a resource to special education teachers by keeping current with research and special education laws and attending professional development events in order to disseminate knowledge gained and solicit teacher feedback to identify training opportunities;
- Coordinates transition services for special education students;
- Communicates/educates/responds to questions from administrators, teachers, students, parents, and agencies regarding transition services available for special education students;
- Serves as liaison to vocational/transition agencies;
- Ensures compliance with all Federal/State/District requirements for maintaining files;
- Attends agency meetings as school representative.

**Supervisory Responsibilities:**

This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree in Education or related field AND
- 3 years classroom experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Special Education Certification, OR Transition-to-Work or Secondary Technical Education Certification, OR School Counselor Certification, OR Career Technical Education Certification

**OTHER REQUIRED QUALIFICATIONS:**

- Proficiency in MS Office (Word, Excel, Outlook, etc.)
- Ability to travel up to 25% of time as needed for meetings, professional development
- Ability to clear required background check

**DESIRED QUALIFICATIONS:** None specified

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

# Job Details: Child Find Coordinator

## Description

WHO ARE WE?



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- [K12 Produces Results](#)
- [thinkTANK12](#)

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K12, a Stride Company, believes in Education for ANY ONE. We provide families an online option for a high-quality, personalized education experience. Students can thrive, find their passion, and learn in an environment that encourages discovery at their own pace. In support of this, we are committed to creating and maintaining a culture of inclusion and diversity where our employees are passionate about serving students and families, treat one another and customers with respect, challenge each other to innovate and always strive to do better.

Passionate Educators are needed at the Stride K12 partner school, MVCA. We want you to be a part of our talented team!

The Child Find Coordinator is responsible for overseeing the *Child Find Process*, including referrals for Special Education initial evaluations. This position reports to the Manager, Special Programs, and interacts on a daily basis with families, school administrators, teachers, related services providers, and on a less frequent basis with compliance monitors in order to successfully perform the work.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Facilitates and ensures the implementation of the school district approved processes and data collection policies.
- Develops and maintains all Initial IEP plans and list of eligible students.
- Keeps informed of current state and federal requirements regarding Initial evaluations for special education

- Serves as a daily resource to school administrators, school leadership teams, and other stakeholders regarding Child Find obligation for the school
- Provides ongoing training and support to school/district staff
- Supports teachers in documenting student progress
- Works with student management programs to prepare documentation for meetings.
- Helps provide ongoing training and support to school/district staff regarding MTSS and the implementation of the MTSS process and data collection procedures.
- Coordinates the pre-referral process for special education services for general education students who have been unsuccessful in the Multi-Tier Support Services (MTSS) process, as well as for students whose parents have requested special education testing, and in cases where special education eligible students may be transferring from out of state; Properly completes all associated forms and documentation related to this process.
- Completes initial evaluation for special education services and associated forms/documentation such as initial consent, eligibility recommendations, individualized education program (IEP) etc.; Makes referrals for evaluations by appropriate specialists (speech pathologist, school psychologist, physical therapist, etc.), and coordinates this information within mandated timeframes to determine eligibility or other available general education interventions; Refers eligible students for caseload placement.
- Supports the collection of data and coordination of interventions (MTSS process) with other general education and special education staff.
- Works with the special education team to facilitate eligibility for special education.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's Degree(s) AND
- Three (3) years of related professional experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Current state specific special education endorsement(s).

**OTHER REQUIRED QUALIFICATIONS:**

- Thorough knowledge about and ability to apply understanding of the Individuals with Disabilities Education Act (IDEA) and Family Educational Rights & Privacy Act (FERPA) guidelines

- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 10% of the time
- Ability to clear required background check

**Residency Requirement:** Must be a Michigan resident

**DESIRED QUALIFICATIONS:**

- Three (3) or more years of special education teaching or case management experience
- Three (3) or more years of directly related experience in an online school setting

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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- This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

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**Equal Opportunity Employer/Protected Veterans/Individuals with Disabilities**

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who

have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

**Job Title:** School Operations Administrator 1  
**Alternate Job Title:** Related Services Coordinator  
**Job Code:** ANACSO1  
**Career Track:** Administrative  
**FLSA Status:** Non-Exempt  
**Job Family:** Academics  
**Job Subfamily:** Support Operations  
**Level:** 1

**SUMMARY:** The Related Services Coordinator serves as the point of contact for all teachers, staff, parents, and service providers regarding any therapy or related services provided to student through an Individualized Education Plan (IEP) or 504 Plan. The position adheres to federal and state procedures, timelines, and all required reporting regarding the acquisition and provision of these services to students.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Builds a network of providers throughout the state within both the private sector and local school districts; Maintains a current, accurate database of related service providers.
- Negotiates rates with providers based on market value of services rendered. Establishes contracts as appropriate; Ensures existing contracts are compliant.
- Maintains awareness of current related services expenditures and annual budget guidelines.
- Ensures appropriate placement of all students requiring any form of related services within guidelines for timeframe and provider proximity.
- Ensures appropriate distribution of most current Individual Education Plan (IEP) goals, quarterly progress reports, and other information to all appropriate stakeholders.
- Maintains tracking tools for students receiving related services; Ensures student attendance at related service sessions.
- Works with therapists/families when conflicts arise; Works with lead teachers on IEP requirements for related service goals and services; Works with school psychologist during evaluation process.
- Works directly with the Compliance Specialist for Related Services and Associate Director of Special Education on verification and approval of all related service bills; Maintains database of all related services, invoices, and students.
- Continuously researches related service options available in the virtual setting.

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**Supervisory Responsibilities:**

This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Associate's degree in business, education or other related field of study AND
- Two (2) years of experience with business contracting process OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Extensive knowledge of special education and/or related services
- Familiarity with Medicaid billing
- Exceptional oral communication skills including on the telephone
- Experience developing and implementing task related procedures with teams
- Strong organizational skills
- Ability to manage resources well – including tools, time, and staff
- Proficiency using Microsoft Excel, Word, Outlook; Experience working with/maintaining a database; Web proficiency.

- Ability to Clear required background check

**DESIRED QUALIFICATIONS:**

- Special Education Teacher or Related Service Licensure
- Experience working with students with special needs and/or their families

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

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# Job Details: School Psychologist

## Description

WHO ARE WE?



**A Stride Company**

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- [thinkTANK12](#)

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K12, a Stride Company, believes in Education for ANY ONE. We provide families an online option for a high-quality, personalized education experience. Students can thrive, find their passion, and learn in an environment that encourages discovery at their own pace. In support of this, we are committed to creating and maintaining a culture of inclusion and diversity where our employees are passionate about serving students and families, treat one another and customers with respect, challenge each other to innovate and always strive to do better.

The School Psychologist provides psychological evaluation services including, but not limited to, assessments, reports, providing related educational recommendations, consultation, therapy, and any other applicable educational services for students of the school.

**Essential Functions:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensure all newly received documents (evaluation team reports, etc.) are compliant
- Take the necessary steps to ensure compliance when necessary
- Ensure all existing documents are compliant following the guidelines set forth by the state
- Administer academic and other assessments to currently enrolled students per mandated time frames
- Lead evaluation team report meetings; Participates in the school's MTSS team

- Assist the Director of Special Programs in developing/leading/participating in professional development for the general education staff, special education staff, and parents of students in special education programs
- Consult with guidance counselors to provide training in various emotional health areas
- Keep abreast of all changing legislative issues impacting special education eligibility
- Provide guidance with the implementation of school, procedures and projects
- Serve on school committees; participates in professional development sessions
- Collaborate with national Stride efforts including participation in special projects and/or task-forces, developing policies and procedures and training.

**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**Residency Requirements:** Must reside in Michigan

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**Required Qualifications:**

- Master's degree in related field of study and Michigan School Psychologist certification
- Experience as a school psychologist
- Ability to clear required background check
- Ability to travel throughout the state in order to administer assessments and outside of the state for professional development opportunities

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position with minimal travel

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*origin, age, disability, protected Veteran status age, or genetics, or any other characteristic protected by law.*

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#### Equal Opportunity Employer/Protected Veterans/Individuals with Disabilities

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	<b>Job Title:</b>	<b>Certified Support Associate (Exempt)</b>
	<b>Alternate Job Title:</b>	<b>School Social Worker</b>
	<b>Job Code:</b>	<b>PEACCE1</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Certified Support</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The School Social Worker works to help families in situations of crisis, abuse and neglect, in addition to supporting other areas of social-emotional need affecting student academic achievement. The position responds to issues directly, by facilitating meetings and/or by coordinating services with outside parties such as Child Protective Services, the Department of Juvenile Justice, and other community-based organizations.

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**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Maintains caseload of students/families referred for additional support;
- Provides brief assessments to develop an action plan with students and families;
- Facilitates family intervention meetings with families in crisis or with multi-dimensional needs;
- Serves as point-of-contact for teachers and administration for families in crisis; follows up with families by phone or in-person, coordinates with external agencies (e.g. Child Protective Services, The Department of Juvenile Justice, community service agencies, etc.) as needed;
- Facilitates character education programming and other training for the faculty and greater school community, as needed;
- Maintains an active role and awareness of local community resources within school boundaries, through research, attending local meetings and/or networking events.
- Works directly with special education students to implement social-emotional goals

**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's Degree in social work or related social service field AND
- One (1) year of documented social work field experience AND
- Social work education course work, to include Human Behavior in the Social Environment equivalent OR
- Equivalent combination of education and experience.

**Certificates and Licenses:** State social work credential in good standing

**OTHER REQUIRED QUALIFICATIONS:**

- Proficiency in Microsoft Office Suite (Outlook, Word, Excel, PowerPoint, etc.); Web proficiency;
- Ability to travel up to 25% of the time;
- Ability to clear required background check.


**DESIRED QUALIFICATIONS:**

- Three (3) years of field experience
- Master's degree in social work or related social services field
- Background working in education

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

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	<b>Job Title:</b>	<b>504 Coordinator</b>
	<b>Department:</b>	<b>School Services</b>
	<b>Reports To:</b>	<b>Special Programs Manager</b>
	<b>Job Level:</b>	<b>Individual Contributor</b>
	<b>Job Code:</b>	<b>PEACCE1 Certified Supp Associate</b>
	<b>FLSA Status:</b>	<b>Exempt</b>

**SUMMARY:** The 504 Coordinator oversees Section 504 students including referrals for Special Education initial evaluations.

**ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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As 504 Coordinator, the position:

- Facilitates and ensures the implementation of the school district approved Section 504 process' and data collection policies.
- Ensures the implementation the 3-tier MTSS instructional system to increase student achievement;
- Oversees data collection and progress monitoring for all students with a 504
- Collects and maintains all Section 504 data (504 plans, lists of eligible students, all tiers of MTSS intervention plans).
- Serves as a daily resource to school administrators, school leadership teams, and other stakeholders regarding Section 504.
- Collaborates with teachers, advisors, counselors, and additional district personnel to coordinate and track 504 plans.
- Provides ongoing training and support to school/district staff regarding Section 504 and the implementation of the Section 504 data collection procedures.
- Supports teachers in documenting student progress;
- Works with the special education team to facilitate eligibility for special education;

**Competencies:** To perform the job successfully, an individual should demonstrate the following competencies.

- **Adaptability/Flexibility:** Adapts to change, is open to new ideas, takes on new responsibilities, handles pressure, and adjusts plans to meet changing needs.
- **Integrity/Ethics:** Deals with others in a straightforward and honest manner, is accountable for actions, maintains confidentiality, supports company values, and conveys good news and bad.
- **Teamwork:** Meets all team deadlines and responsibilities, listens to others and values opinions, helps team leader to meet goals, welcomes newcomers and promotes a team atmosphere.

**Supervisory Responsibilities:** This position has no supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND
- Three (3) years of related professional experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED SKILLS & ABILITIES:**

- Proficient in Microsoft Outlook, Excel and Word
- Able to pass required background check

**DESIRED QUALIFICATIONS:**

- Three (3) years of directly related experience in an online school setting

**REQUIRED COMPUTER AND OTHER EQUIPMENT/DEVICE SKILLS:**

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- **Computers/Peripherals/Other Office Machines:** Computer
- **Computer Software:** Electronic Mail Software (Microsoft Outlook preferred); Spreadsheet and Word Processing Software, (Microsoft Excel and Word preferred); Presentation Software, (Microsoft PowerPoint preferred); Database Software; Web proficiency.
- **Other Tools/Devices/Machines (including Vehicles):** No other tools, devices or machines are required in order to perform the essential functions of the position.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a remote, home-based position.


The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Supervisor Signature*

\_\_\_\_\_  
*Date*

	<b>Job Title:</b>	<b>Certified Supp Associate</b>
	<b>Alternate Job Title:</b>	<b>ELL Compliance Coordinator</b>
	<b>Job Code:</b>	<b>PEACCE1</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Certified Support</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The ELL Compliance Coordinator coordinates all aspects of the school's English Language Learner program. The position helps develop and deliver training, mentoring and professional development to teachers, staff and learning coaches, and advises school administration on all ELL policy and testing updates to help ensure legal compliance. The position is instrumental in analyzing the most current information regarding ELL programs and making recommendations accordingly, in helping to shape the school's and district's vision for its ELL Program, and in projecting a positive image to the community about the school's ELL Program.

**ESSENTIAL FUNCTIONS:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties. 307

- Facilitate the planning, evaluation, and delivery of the school's ELL program
- Provide ELL training and mentoring support to Learning Coaches, teachers and staff;
- Work with department staff to develop and provide ELL professional development programs;
- Ensure effective implementation of the ELL program including monitoring the screening, referral, and placement process for ELL services;
- Assume responsibility for coordinating the ELL program throughout the school, including coordination with other Special Programs
- Implement and maintain the school ELL pre-assessment intervention program;
- Maintain ELL student records and operating policies that ensure compliance;
- Effectively and regularly communicate Federal, State and District ELL policy and state testing policy updates and guidelines to Administration with the goal of keeping school compliant with all Federal and State laws and regulations;
- Work collaboratively with the ELL Manager in developing school's vision for the district's and school's ELL program;
- Continually research ELL programs and provide analysis of such programs to determine possible implementation at the school;
- Communicate effectively and often with learning coaches articulating school's mission and conducting activities that may be needed to provide the learning coach with information and training regarding ELL.
- Meet all team deadlines and responsibilities, listen to others and value opinions, help team leader to meet goals, welcome newcomers and promote a team atmosphere.

**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelors Degree AND
- 3 yrs directly related experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid State Teaching Certificate and ELL certification.

**OTHER REQUIRED QUALIFICATIONS:**

- Knowledge of ELL diagnostic procedures, education of ELL students, human development, and learning theories.
- Knowledge and experience completing and maintaining state ELL forms.
- Excellent organizational, communication, and interpersonal skills.
- Easily adapt to change, remain open to new ideas, take on new responsibilities, handle pressure, and adjust plans to meet changing needs.
- Ability to deal with others in a straightforward and honest manner, be held accountable for actions, maintain confidentiality, support company values, and convey good news and bad.


**DESIRED QUALIFICATIONS:**

- Masters Degree
- Experience as a campus ELL coordinator/tutor/teacher
- Experience teaching or leading in an online setting

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. 308

- This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

	<b>Job Title:</b>	<b>Certified Support Specialist</b>
	<b>Alternate Job Title:</b>	<b>Speech Language Pathologist</b>
	<b>Job Code:</b>	<b>PEACCE3</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Certified Support</b>
	<b>Level:</b>	<b>3</b>

**SUMMARY:** The Speech-Language Pathologist assesses, diagnoses, treats and helps to prevent communication and swallowing disorder in children experiencing communication problems that affect classroom activities, social interaction, literacy and learning.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Screens, evaluates, and provides speech-language therapy for students with identified speech-language impairments; Documents student performance;
- Provide support to student support team (SST)/response to intervention (RTI) processes;
- Provides case management of speech-only caseload;
- Monitors compliance for speech-only case managers;
- Monitors compliance with regulations;
- Instructs students/families in the use of appropriate communication technologies (specifically alternative augmentative communication devices) for the purpose of minimizing the adverse educational impact of communication disorders and improving student success in the classroom;
- Maintains files and/or records, e.g. progress reports, activity logs, treatment plans, reports, etc. for the purpose of ensuring the availability of information as required for reference and/or compliance;
- Participates in meetings, workshops, and seminars for the purpose of conveying and/or gathering information.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's degree in speech language pathology AND
- Three (3) years of speech/language work experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Speech-Language Pathology license and/or teaching certificate.

**OTHER REQUIRED QUALIFICATIONS:**

- Highly knowledgeable about Individuals with Disabilities Education Act (IDEA) due process requirements
- Thorough knowledge and skill in conducting/interpreting comprehensive speech-language evaluations
- Thorough knowledge and skill in providing speech-language therapy services
- Ability to work collaboratively with other staff members to plan and deliver speech-language services to children
- Ability to create and deliver staff development
- Exceptionally strong verbal and written communication skills
- Strong organizational and time management skills
- Computer Software: Proficient in Microsoft Outlook, Word, Excel, PowerPoint; Web proficiency.
- Ability to travel 25% of time for meetings, professional development, etc.
- Ability to pass background check requirements

**DESIRED QUALIFICATIONS:**

- Management experience (if applicable)
- Etc.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

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# High School Graduation Coach

WHO ARE WE?



- [About us](#)
- [K12 Produces Results](#)
- [thinkTANK12](#)

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K12, a Stride Company, believes in Education for ANY ONE. We provide families an online option for a high-quality, personalized education experience. Students can thrive, find their passion, and learn in an environment that encourages discovery at their own pace. In support of this, we are committed to creating and maintaining a culture of inclusion and diversity where our employees are passionate about serving students and families, treat one another and customers with respect, challenge each other to innovate and always strive to do better.

The Special Programs High School Graduation Coach works with all departments to identify and provide interventions and support services to students with an IEP that are at risk of not graduating on time, and to help ensure that students are college or career ready upon graduation. The High School Graduation Coach position ensures that school-age children are attending school regularly by investigating causes of unexcused or excessive absences, communicating with families and assisting them in problem solving, issuing attendance-based warnings, and helping to represent the school if cases go to court.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Maintains student database related to course progress for students supported
- Utilizes early warning indicators to identify high school students who are most likely at risk of not graduating
- Participates in school-wide attendance efforts and absenteeism prevention programming with a two-fold focus: 1) Educate families on the importance of

- attendance with a focus on prevention and 2) Intervene to address underlying issues that lead to absenteeism
- Works with HS Special Education teachers to monitor student adherence to the school's attendance policies;
    - Emails, calls texts, and sends auto-dial notices to targeted student population;
    - Recommends families to the appropriate administrator for truancy intervention meetings as necessary
  - Works closely with AA-SP and collects data to determine effectiveness of strategies and initiatives;
  - Works with families and special education teachers to develop individualized action plans to increase student attendance and engagement
  - Works with teachers and counselors to develop individualized plans with academic and post-secondary goals including interventions to increase likelihood that at risk students will stay in school and graduate;
  - Works with families and student support staff to prevent juvenile delinquency
  - Communicates high expectations and shows an active interest in student's achievement, establishes and maintains a positive rapport with families; communicates regularly with parents and students at risk of not graduating.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities and/or duties required; other duties may be assigned.

- Collaborates with peers in order to provide a positive experience for students;
- Travels to and participate in professional development sessions and school outings;
- Proctor state testing examinations as needed
- Participates in the school's self and peer evaluation programs;

**MINIMUM REQUIRED QUALIFICATIONS:**

- Experience working in an educational setting
- Three (3) years advising or leadership experience
- Equivalent combination of education and experience
- HS Diploma and 2 years of college experience

**Certificates and Licenses:** None required

**OTHER REQUIRED EXPERIENCE, KNOWLEDGE, SKILLS & ABILITIES:**

- Knowledge of state graduation criteria
- Knowledge of community resources
- Strong interpersonal skills with both in-person and electronic communication platforms and a customer service orientation
- Ability to learn new technology skills quickly
- Microsoft Office (Outlook, Word, Excel, PowerPoint); Web proficiency
- Ability to travel occasionally for collaboration and maintenance of records, state testing, professional development, outings and school planning meetings
- Ability to pass required background check

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**Residency Requirement:** Must be a Michigan resident

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position with minimal travel requirements.

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*Stride, Inc. is a Federal Contractor, an Equal Opportunity/Affirmative Action Employer and a Drug-Free Workplace. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, protected Veteran status age, or genetics, or any other characteristic protected by law.*

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Equal Opportunity Employer/Protected Veterans/Individuals with Disabilities

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

**Job Title:** Certified Supp Associate  
**Alternate Job Title:** School Counselor  
**Job Code:** PEACCE1  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Non-Instructional Student Support  
**Level:** 1

**SUMMARY:** Utilizing leadership, advocacy, and collaboration the School Counselor promotes student success by providing preventive services and responding to identified needs through implementation of a comprehensive school counseling program that helps guide all learners in their academic success, personal and social development, and career and college planning and readiness.

- Delivers individual and group guidance curriculum supporting student development.
- Assist students in course placement and course scheduling.
- Prepares and reviews transcripts and other academic documentation for new and returning students.
- Works collaboratively with teaching staff to develop a four (4) year plan for inclusion in the Individual Learning Plan (ILP).
- Analyzes student data and develops data-driven programs for intervention action plans.
- Provides responsive services to individuals or groups on academic and personal issues.
- Provides an individual planning system to guide students toward post-secondary goals.
- Assists students in the acquisition of study skills, academic opportunities, and benefits.
- Provides a support system that strengthens the efforts of teachers, staff, and parents.
- Supports standardized testing program; parent education; and staff development.
- Works with the teaching team to design and implement an Individual Learning Plan (ILP) for each student in school.
- Focuses students and families on college and career readiness.
- Provides academic counseling, including recommendations on Advanced Placement (AP) and technical courses, to challenge and enrich student learning opportunities.
- Audits student schedules for candidacy for graduation as determined by school and state policies.

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**Supervisory Responsibilities:** This position has no supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND
- Three (3) years of experience in counseling and/or advisement OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Appropriate Michigan certification for school counselor; or eligibility and commitment to enroll in program leading to school counselor certification within six months of employment.

**OTHER REQUIRED QUALIFICATIONS:**

- Proficiency in Microsoft Office Suite, Web-based search engines, and database systems
- Flexible schedule: Ability to travel as needed
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**


- Master's degree in school counseling
- Experience with distance learning
- Advanced coursework in counseling and administration
- Experience as a 7-12 teacher
- Experience in a customer service environment.
- Experience with Local, State, and Federal laws and mandated reporting

- Experience in a charter school environment preferred
- Experience with state career planning systems, Pathfinder, or other career planning platforms/tools

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

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	<b>Job Title:</b>	<b>Certified Support Associate (Exempt)</b>
	<b>Alternate Job Title:</b>	<b>Student Resource Coordinator</b>
	<b>Job Code:</b>	<b>PEACCE1</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Certified Support</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The Student Resource Coordinator works to help families in situations of crisis, abuse and neglect, in addition to supporting other areas of social-emotional need affecting student academic achievement. The position responds to issues directly, by facilitating meetings and/or by coordinating services with outside parties such as Child Protective Services, the Department of Juvenile Justice, and other community-based organizations.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Maintains caseload of students/families referred for additional support;
- Provides brief assessments to develop an action plan with students and families;
- Facilitates family intervention meetings with families in crisis or with multi-dimensional needs;
- Serves as point-of-contact for teachers and administration for families in crisis; follows up with families by phone or in-person, coordinates with external agencies (e.g. Child Protective Services, The Department of Juvenile Justice, community service agencies, etc.) as needed;
- Facilitates character education programming and other training for the faculty and greater school community, as needed;
- Maintains an active role and awareness of local community resources within school boundaries, through research, attending local meetings and/or networking events.

**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's Degree in social work or related social service field AND
- One (1) year of documented social work field experience AND
- Social work education course work, to include Human Behavior in the Social Environment equivalent OR
- Equivalent combination of education and experience.

**Certificates and Licenses:** State social work credential in good standing (if applicable)

**OTHER REQUIRED QUALIFICATIONS:**

- Proficiency in Microsoft Office Suite (Outlook, Word, Excel, PowerPoint, etc.); Web proficiency;
- Ability to travel 10% of the time;
- Ability to clear required background check.

**DESIRED QUALIFICATIONS:**

- Three (3) years of field experience
- Background working in education

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

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<b>Job Title:</b>	<b>Non-Instructional Student Support Admin 2</b>
<b>Alt Job Title:</b>	<b>Homeless Liaison</b>
<b>Job Code:</b>	<b>ANACSS2</b>
<b>Career Track:</b>	<b>Administrative</b>
<b>FLSA Status:</b>	<b>Non-Exempt</b>
<b>Job Family:</b>	<b>Academic</b>
<b>Job Subfamily:</b>	<b>Student Support</b>
<b>Level:</b>	<b>2</b>

**SUMMARY:** The Homeless Liaison is responsible for supporting the needs of the homeless student population and ensuring the delivery of mandated services to facilitate the student's attendance and access to appropriate education. Position assesses students and families; interprets laws relating to homeless students; works as a team member to develop intervention strategies; provides case management; monitors student progress; and makes referrals. Position also acts as a resource to school staff and conducts related training.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Interprets laws relating to homeless students; and ensures the delivery of mandated services.
- Assesses students identified as homeless and makes visits to living areas/shelters to assess the family environment.
- Collaborates with school staff to develop interventions for students identified as homeless and develops individualized service plans.
- Implements case management services (including individual counseling); monitors student/family progress and status; and makes referrals to other professional staff members or community agencies as needed.
- Serves as a liaison between schools and such agencies/facilities as homeless shelters, social services, court services, and the police department to coordinate assistance for homeless students.
- Provides families with information related to the needs of their child and acts as a resource to parents/guardians by providing family support activities and communicating available services.
- Acts as a resource to school-based administrators, guidance counselors, teachers, and health services personnel regarding homeless students, interpretation of homeless/school attendance policies and laws, and record-keeping requirements.
- Conducts training to school staff on school laws as it relates to the homeless student population; and recommends strategies for supporting the needs of these students.
- Maintains necessary records ensuring confidentiality of students and their families and prepares related reports.
- Models nondiscriminatory practices in all activities.
- Collaborate and coordinates homeless education services with the Regional MV Grant Coordinator through regular communication, data sharing and attendance at regional MV meetings.
- Complete and submit the s17 MV District Self-Assessment with the Grant Coordinator's assistance

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**REQUIRED QUALIFICATIONS:**

- Bachelor's degree in counseling, social work, psychology, education, or a related field AND
- Two (2) years related experience providing services for school aged children OR
- Equivalent combination of education and experience
- Knowledge and understanding of school law as it relates to homeless students, intervention strategies, and referral sources
- Ability to interpret homeless law, provide support activities for students and families, and conduct training for staff
- Strong assessment and case management skills
- Ability to communicate, establish and maintain effective working relationships with students, parents, staff, and outside agencies.
- Understanding of the job requirements and principles of effective techniques for students experiencing homelessness
- Professionalism when working with others, including parents and members of the community
- Strong organizational skills and the ability to submit reports on time


- Respect for the confidential nature of professional information
- Ability to communicate and collaborate effectively with school personnel, administrative and instructional staff, and to provide timely feedback on issues
- Ability to travel up to 20% of the time
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to pass required background check

**Certificates and Licenses:** Valid state teacher certification

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

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	<b>Job Title:</b>	<b>Non-Instructional Student Support Admin 3</b>
	<b>Alternate Job Title:</b>	<b>Counselor Technician</b>
	<b>Job Code:</b>	<b>ANACSS3</b>
	<b>Career Track:</b>	<b>Administrative</b>
	<b>FLSA Status:</b>	<b>Non-Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Non-Instructional Student Support</b>
	<b>Level:</b>	<b>3</b>

**SUMMARY:** The Counselor Technician acts as an administrative assistant and technician to school counselors. The position also serves as a key point of contact for assigned students.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Provide administrative and technical support to school counselors; Help manage counseling programs in all counseling domains and responsibilities;
- Serve as a key point of contact for assigned students in certain programs like dual credit or third party. Contact students and families on a monthly basis through phone calls, and emails to check in with students regarding matters related to the assigned program.
- Act as a key resource in the development of the counseling department;
- Follow-up with students concerning EOC testing and assists with testing roster assignment.
- Work in conjunction with the counselor to enter data into grad plans.
- Enter and updates historical transcripts in district records system.
- Attend and proctor testing, as assigned.

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**Supervisory Responsibilities:**

This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- High School Diploma AND
- One (1) year of experience AND
- Meets state standards for Highly Qualified Paraprofessional OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Experience working with high school students
- Experience providing service/support primarily via telephone and email
- Proficiency in Microsoft Office Suite with emphasis on Excel, Web-based search engines, and database systems
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- AA Degree or higher
- Three (3) years of experience

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- This is a home-based position

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## **Student Support Advisor/Paraprofessional (MVCA) Academics**

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Passionate Educators are needed at the Stride K12 partner school, Michigan Virtual Charter Academy (MVCA). We want you to be a part of our talented team!

The mission of Michigan Virtual Charter Academy (MVCA) is to provide an exemplary individualized and engaging educational experience for students by incorporating school and community/family partnerships coupled with a rigorous curriculum along with a data-driven and student-centered instructional model. Student success will be measured by valid and reliable assessment data, parent and student satisfaction, and continued institutional growth within the academic community. Join us!

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The Student Support Advisor is the primary point of contact for assigned students/families for non-instructional matters. The role helps foster a high touch approach to educational support and exhibits a commitment and desire to provide the best experience possible for students and families. The role empowers families to increase their involvement and assist in their student's education, facilitates engagement in school activities and provides clear and consistent communication regarding school expectations and activities.

**Essential Functions:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Oversees a caseload of students assigned to as the primary point of contact with the school
- Monitors student participation and works to contact students who do not attend; (Using the GO Outreach Box to identify SS struggles);
- Using Guided Outreach, or GO Box, ensures a Strong Start at the school and identifies students showing signs of academic decline as determined by course grades, log-ins, course activity and missing assignments, and initiates appropriate student support interventions;
- Arranges support conferences as needed to address performance concerns;
- Assists students in creating plans to Student Support plans;
- Oversees the onboarding process for assigned students;
- Moderates homeroom activities and facilitates Social Emotional Learning programs;
- Provides a reactive response to students who reach out for support;
- Provides proactive outreach to students identified at risk using GO Outreach Box;
- Provides ongoing re-registration support;

- Serves as a liaison between the student, Learning Coach and teachers to ensure that all school personnel understand how to contact and communicate with the student in a manner that builds ties between the student and the school;
- Provides outreach, training, and support to families who respond to Students First Check In surveys as it relates to family engagement to enhance the sense of community and belonging;
- Provides individualized attention and support to students and Learning Coaches identified for training gaps or requested networking within the school community;
- Serves as a point of contact for all non-instructional issues after placement, ensuring students have all necessary equipment and know both how and when to access their courses;
- Initiates meaningful contact by phone with students and their Learning Coach;
- Participates in the live online orientation sessions;
- Oversees weekly office hours/help sessions to support new families through the Strong Start process;
- Serves as a liaison between students and/or Learning Coaches and teachers and/or administration;
- Identifies school programs, resources, assistance to help each family make the most of what the schools have to offer;
- Increases professional knowledge and skills by attending required staff meetings; participating in school and K12 sponsored Professional Development and seeking other professional learning opportunities.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**Minimum Required Qualifications:**

- Two (2) years of college AND
- Two (2) years of experience in education OR
- Equivalent combination of education and related experience

**Residency Requirement:** Must be a Michigan resident.

**OTHER REQUIRED QUALIFICATIONS:**

- Strong written and verbal communication skills;
- Excellent problem-solving skills;
- Organizations skills, multi-tasking abilities;
- Customer service focus;
- Adaptable and comfortable in a fast-paced work environment;

- Experience coordinating academically-oriented clubs and extra-curricular activities;
- Proficiency in Microsoft Office Suite (Word, Excel, Outlook, PowerPoint); Web proficiency;
- Familiarity with the online learning experience;
- Ability to travel 25% of the time;
- Ability to pass required background check.

**Desired Qualifications:**

- Experience working with the proposed age group;
- Paraprofessional experience
- Experience supporting adults and children in learning and the use of technology;
- An ability to learn new technology tools quickly (e.g. database and web-based tools);

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**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **This position is virtual.**

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**Equal Opportunity Employer/Protected Veterans/Individuals with Disabilities**

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor’s legal duty to furnish information. 41 CFR 60-1.35(c)

**Job Title:** Gen Ed Elem Schl Tchr (PEACGE1B)  
 Gen Ed Midd Schl Tchr (PEACGM1)  
 Gen Ed High Schl Tchr (PEACGH1)  
**Alternate Job Title:** General Ed Teacher  
**Job Code:** See Above  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** General Education  
**Level:** 1

**SUMMARY:** The Teacher is a highly qualified, state certified educator responsible for delivering specific course content in an online environment. Teachers provide instruction, support, and guidance, manage the learning process, and focus on students' individual needs. Teachers monitor student progress through Stride K12's learning management system. They actively work closely with students and parents/learning coaches to advance each student's learning toward established goals. Teachers typically work from home but must travel occasionally throughout the year to various school functions, such as state testing or as otherwise required by the school.

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This is a full-time position. Ability to work independently, typically 40+ hours per week is required. Ability to maintain a professional home office without distraction during workday, typically 9-5 (or 8-4) or as defined by the school.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Provides rich and engaging synchronous and asynchronous learning experiences for students
- Commitment to personalizing learning for all students
- Demonstrates a belief in all students' ability to succeed and meet high expectations
- Differentiates instruction based on student level of mastery
- Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools under guidance from principal and coach
- Maintains grade book ensuring student academic integrity, makes student placement and promotion decisions, and alerts administrators to concerns about student performance and progress
- Prepares students for high stakes standardized tests
- Understands that a primary responsibility is to establish and maintain positive rapport with families and regularly communicates with and responds to students and learning coaches/parents in a timely manner
- Supports learning coaches/parents with student curricular and instructional issues, as well as basic troubleshooting in a virtual classroom environment that is in line with academy policies and procedures
- Travels as required (on average once per month and/or up to 25% of the time) for face-to-face professional development, student testing, and as required by school

**REQUIRED MINIMUM QUALIFICATIONS:**

- Bachelor's degree AND
- Active Michigan teaching license AND
- Ability to clear required background check

**OTHER REQUIRED QUALIFICATIONS:**

- Ability to work collaboratively with other teachers to interpret and produce numeric, tabular, and graphic representations of student data, and use it to drive instructional decisions
- Receptive to receiving coaching on a regular basis with administrators and teacher trainers
- Ability to embrace change and adapt to ensure excellent student outcomes

- Proficient in Microsoft Excel, Outlook, Word, PowerPoint
- Ability to rapidly learn and adapt to new technologies and teaching platforms

**DESIRED QUALIFICATIONS:**


- Experience working with proposed age group
- Experience supporting adults and children in the use of technology
- Experience teaching in an online (virtual) and/or in a brick-and-mortar environment
- Experience with online learning platforms

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

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	<b>Job Title:</b>	<b>General Education Teacher</b>
	<b>Alternate Job Title:</b>	<b>Interventionist Teacher</b>
	<b>Job Code:</b>	<b>PEACGG1B Gen Ed Teacher</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>General Education</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The Interventionist works with the “At-Risk” student population to provide remediation in core subject areas (Reading or Math) to support academic goals to increase growth in these areas.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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- Modifies and/or adapts the K12 curriculum in alignment with the state’s content standards to meet the unique needs of each student;
- Collaborates with general education teachers to meet the goals of the targeted students through individualized and small group sessions;
- Educates parents on various instructional strategies;
- Ensures the implementation of the RTI instructional system to increase student achievement;
- Oversees data collection and progress monitoring at every tier; Uses data to help teachers plan whole and small group instruction; provides guidance to teachers on identifying and grouping students who need additional help;
- Collects and maintains all RTI data (lists of eligible students, intervention plans).
- Serves as a daily resource to school administrators, school leadership teams, and other stakeholders regarding RTI issues.
- Collaborates with Family Academic Support Liaisons (FASL), homeroom teachers, advisors, counselors, and additional district personnel to coordinate and track Tier 2 interventions.
- Provides ongoing training and support to school/district staff regarding RTI and the implementation of the RTI and data collection procedures.
- Supports teachers in documenting student progress;
- Works with the special education team to facilitate eligibility for special education;

**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor degree AND
- One (1) year of classroom experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** State Licensure

**OTHER REQUIRED QUALIFICATIONS:**

- Strong written and verbal communication skills
- Strong organizational skills, presentation skills, and the ability to work without direct

- supervision
- Proficiency in Microsoft Office (Outlook, Word, Excel); Web proficiency
- Flexible schedule with ability to travel up to 10% of the time for meetings
- Ability to pass required background check

**DESIRED QUALIFICATIONS:**

- Experience working with "At Risk" students.
- **Reading Endorsement**

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position with some required travel for professional development and for testing.

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The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

**Job Title:** SpecEd Elem Schl Tchr (PEACSE1)  
 SpecEd Midd Schl Tchr (PEACSM1)  
 SpecEd High Schl Tchr (PEACSH1)  
 SpecEd Teacher (PEACSP1)  
**Alternate Job Title:** Spec Ed Teacher  
**Job Code:** See Above  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Special Education  
**Level:** 1

**SUMMARY:** Special Education Teacher is a state certified teacher responsible for delivering specific course content in an online environment. The Special Education Teacher must provide instruction, support, and guidance, manage the learning process, and focus on students' individual needs as defined by each student's Individualized Education Program. The Special Education Teacher works actively with students and parents to advance each student's learning and is also responsible for the compliance documents required in serving students with special needs.

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This is a full-time position. Ability to work independently, typically 40+ hours per week is required. Ability to maintain a professional home office without distraction during workday, typically 9-5 (or 8-4) or as defined by the school.

**ESSENTIAL FUNCTIONS:** *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.*

- Ensure all special education and related services are provided as determined by the IEP team by:
  - Communicating with parents and applicable related service staff to ensure that students with special needs are receiving the appropriate therapies
  - Developing compliant IEP's, progress reports and other state specific required special education documentation
  - Facilitating and leading collaborative special education meetings such as annual IEP meetings
  - Using provided resources to ensure accommodations and modifications for students with disabilities such as assistive technology, supplemental curriculum, and accessible text
- Make modifications and accommodations to Stride K12 lessons and assessments as specified by the IEP
- Ensure inclusion and success of student in the general education classroom
- Collect data and work samples to monitor student progress towards Individual Education Program (IEP) goals and objectives
- Document all contact with parents and interventions with students
- Analyze student data to prescribe remediation and enrichment as needed
- Provide rich and engaging synchronous and asynchronous learning experiences for students
- Commitment to personalizing learning for all students
- Demonstrate a belief in all students' ability to succeed and meet high expectations
- Maintain grade book ensuring student academic integrity, makes student placement and promotion decisions, and alerts administrators to concerns about student performance and progress
- Prepare students for high stakes standardized tests
- Understand that a primary responsibility is to establish and maintain positive rapport with families and regularly communicates with and responds to students and learning coaches/parents in a timely manner
- Support learning coaches/parents with student curricular and instructional issues, as well as basic troubleshooting in a virtual classroom environment that is in line with academy policies and procedures

- Travel as required (on average once per month and/or approximately 10% of the time) for face-to-face professional development, student testing, and as required by school

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND
- Active Michigan Special Education teaching license AND
- Ability to clear required background check

**Endorsement:** None required

**OTHER REQUIRED QUALIFICATIONS:**

- Ability to work collaboratively with other teachers to interpret and produce numeric, tabular, and graphic representations of student data, and use it to drive instructional decisions
- Receptive to receiving coaching on a regular basis with administrators
- Ability to embrace change and adapt to ensure excellent student outcomes
- Proficient in Microsoft Excel, Outlook, Word; PowerPoint
- Ability to rapidly learn and adapt to new technologies and teaching platforms
- Strong written/verbal communication skills

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**DESIRED QUALIFICATIONS:**

- Experience working with the proposed age group
- Experience supporting adults and children in the use of technology
- Experience teaching online (virtual) and/or in a brick-and-mortar environment
- Experience with online learning platform

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

**Job Title:** Gen Ed Elem Schl Tchr (PEACGE1B)  
 Gen Ed Midd Schl Tchr (PEACGM1)  
 Gen Ed High Schl Tchr (PEACGH1)  
**Alternate Job Title:** General Ed Teacher  
**Job Code:** See Above  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** General Education  
**Level:** 1

**SUMMARY:** The Teacher is a highly qualified, state certified educator responsible for delivering specific course content in an online environment. Teachers provide instruction, support, and guidance, manage the learning process, and focus on students' individual needs. Teachers monitor student progress through Stride K12's learning management system. They actively work closely with students and parents/learning coaches to advance each student's learning toward established goals. Teachers typically work from home but must travel occasionally throughout the year to various school functions, such as state testing or as otherwise required by the school.

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This is a full-time position. Ability to work independently, typically 40+ hours per week is required. Ability to maintain a professional home office without distraction during workday, typically 9-5 (or 8-4) or as defined by the school.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Provides rich and engaging synchronous and asynchronous learning experiences for students
- Commitment to personalizing learning for all students
- Demonstrates a belief in all students' ability to succeed and meet high expectations
- Differentiates instruction based on student level of mastery
- Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools under guidance from principal and coach
- Maintains grade book ensuring student academic integrity, makes student placement and promotion decisions, and alerts administrators to concerns about student performance and progress
- Prepares students for high stakes standardized tests
- Understands that a primary responsibility is to establish and maintain positive rapport with families and regularly communicates with and responds to students and learning coaches/parents in a timely manner
- Supports learning coaches/parents with student curricular and instructional issues, as well as basic troubleshooting in a virtual classroom environment that is in line with academy policies and procedures
- Travels as required (on average once per month and/or up to 25% of the time) for face-to-face professional development, student testing, and as required by school

**REQUIRED MINIMUM QUALIFICATIONS:**

- Bachelor's degree AND
- Active Michigan teaching license AND
- Ability to clear required background check

**OTHER REQUIRED QUALIFICATIONS:**

- Ability to work collaboratively with other teachers to interpret and produce numeric, tabular, and graphic representations of student data, and use it to drive instructional decisions
- Receptive to receiving coaching on a regular basis with administrators and teacher trainers
- Ability to embrace change and adapt to ensure excellent student outcomes

- Proficient in Microsoft Excel, Outlook, Word, PowerPoint
- Ability to rapidly learn and adapt to new technologies and teaching platforms

**DESIRED QUALIFICATIONS:**

- Experience working with proposed age group
- Experience supporting adults and children in the use of technology
- Experience teaching in an online (virtual) and/or in a brick-and-mortar environment
- Experience with online learning platforms

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

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**Job Title:** Gen Ed Elem Schl Tchr (PEACGE1B)  
 Gen Ed Midd Schl Tchr (PEACGM1)  
 Gen Ed High Schl Tchr (PEACGH1)  
**Alternate Job Title:** Electives Teacher  
**Job Code:** See Above  
**Career Track:** Professional  
**FLSA Status:** Exempt Academics  
**Job Family:** General Education  
**Job Subfamily:** 1  
**Level:**

**SUMMARY:** The Teacher is a highly qualified, state certified educator responsible for delivering specific course content in an online environment. Teachers provide instruction, support, and guidance, manage the learning process, and focus on students' individual needs. Teachers monitor student progress through Stride K12's learning management system. They actively work closely with students and parents/learning coaches to advance each student's learning toward established goals. Teachers typically work from home but must travel occasionally throughout the year to various school functions, such as state testing or as otherwise required by the school.

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This is a full-time position. Ability to work independently, typically 40+ hours per week is required. Ability to maintain a professional home office without distraction during workday, typically 9-5 (or 8-4) or as defined by the school.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Provides rich and engaging synchronous and asynchronous learning experiences for students
- Commitment to personalizing learning for all students
- Demonstrates a belief in all students' ability to succeed and meet high expectations
- Differentiates instruction based on student level of mastery
- Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools under guidance from principal and coach
- Maintains grade book ensuring student academic integrity, makes student placement and promotion decisions, and alerts administrators to concerns about student performance and progress
- Prepares students for high stakes standardized tests
- Understands that a primary responsibility is to establish and maintain positive rapport with families and regularly communicates with and responds to students and learning coaches/parents in a timely manner
- Supports learning coaches/parents with student curricular and instructional issues, as well as basic troubleshooting in a virtual classroom environment that is in line with academy policies and procedures
- Travels as required (on average once per month and/or up to 25% of the time) for face-to-face professional development, student testing, and as required by school

**REQUIRED MINIMUM QUALIFICATIONS:**

- Bachelor's degree AND
- Active Michigan teaching license AND
- Ability to clear required background check

**OTHER REQUIRED QUALIFICATIONS:**

- Ability to work collaboratively with other teachers to interpret and produce numeric, tabular, and graphic representations of student data, and use it to drive instructional decisions
- Receptive to receiving coaching on a regular basis with administrators and teacher trainers
- Ability to embrace change and adapt to ensure excellent student outcomes

- Proficient in Microsoft Excel, Outlook, Word, PowerPoint
- Ability to rapidly learn and adapt to new technologies and teaching platforms

**DESIRED QUALIFICATIONS:**

- Experience working with proposed age group
- Experience supporting adults and children in the use of technology
- Experience teaching in an online (virtual) and/or in a brick-and-mortar environment
- Experience with online learning platforms

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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**TERMS AND CONDITIONS**

**OF CONTRACT**

**DATED: JULY 1, 2024**

**ISSUED BY**

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**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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- Schedule 2 Qualifications of 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

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## 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.

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### **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.

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- (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

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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. 344
- (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. 345
- (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.

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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. 347

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 MCCR 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. 348
- (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.

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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. 350

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. 351
- (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.

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#### **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.

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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.

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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.

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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

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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. 357
- (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.”

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(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.

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(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

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- (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.

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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.

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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. 363

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 Academy leases for facilities and equipment.
- (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 364
- (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

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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.

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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. 367
- (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.

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- (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:

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- (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

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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. 371
- (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). 372
- (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. 373
- (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: 374

- (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.

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All Academy inquires 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.

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## **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

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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.

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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).

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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. 380

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.

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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.

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(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.

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## 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. 384
- (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. 385

## **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

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

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

Section 12.4 Entire Contract. 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.

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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. 388

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:

\_\_\_\_\_

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**SCHEDULE 1**

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

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HAZEL PARK SCHOOL DISTRICT  
OAKLAND COUNTY, MICHIGAN

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

A regular meeting of the Board of Education of the School District was held in the School District, on the 14th day of January, 2019, at 7 p.m.

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

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

Absent: Members Rose Hammonds

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The following preamble and resolution were offered by Member Ms. Schlak and supported by Member Mrs. 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**, on December 10, 2018, the School District approved the release of an application seeking solicitations, on a competitive basis, from entities seeking to operate a school of excellence that is a Cyber School authorized by the School District (the “Application”);

**WHEREAS**, on January 10, 2019, the Board of Directors for Michigan Virtual Charter Academy (“MVCA”), a Michigan nonprofit corporation currently operating a Cyber School pursuant to a contract with the Board of Trustees of Grand Valley State University, responded to the Application by providing a response (the “Response”) in the form set forth in the Application;

**WHEREAS**, the window for entities desiring to operate a Cyber School has now closed pursuant to the Application, and the Response from MVCA has been reviewed and vetted by the School District’s administration, which has recommended awarding a contract to operate a Cyber School to MVCA;

**NOW THEREFORE BE IT RESOLVED:**

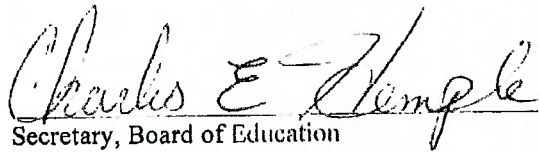
1. The School District awards a Contract to Operate a Cyber School to MVCA;
2. The Superintendent or her designee is hereby authorized to prepare the form of contract that she deems appropriate and obtain its execution by the authorized representative of MVCA;

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

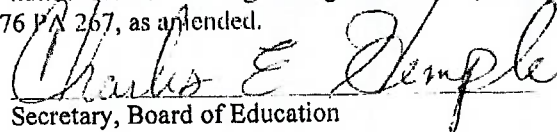
Nays: Members \_\_\_\_\_

Resolution declared adopted.

  
Secretary, Board of Education

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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 :

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- 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.

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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**

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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.

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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)

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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

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- 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

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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:

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## 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 - Zirniss, Hammonds, Mrs. Hemple, Adkins
  - b. Buildings and Grounds Committee - Dr. Kruppe, Zirniss, 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.

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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.

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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

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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.

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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.

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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**

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**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

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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

HAZEL PARK SCHOOL DISTRICT  
OAKLAND COUNTY, MICHIGAN

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

---

A regular meeting of the Board of Education of the School District was held in the School District, on the 16<sup>th</sup> day of September 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, Schlak

Absent:        Members       Noth

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The following preamble and resolution were offered by Member Mrs. Hemple and supported by Member Schlak:

**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 Aaron Walker as a member of the Board of Directors of Michigan Virtual Charter Academy to complete the remainder of the vacant two (2) year term, due to the resignation of Director Buckles, whose term began on July 1, 2019 and ends on June 30, 2021; and

**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.

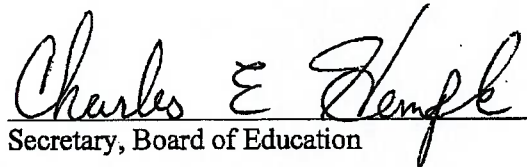
2. Mr. Walker shall take the Oath of Office and submit the Acceptance of Public Office form to the Superintendent or her designee.

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

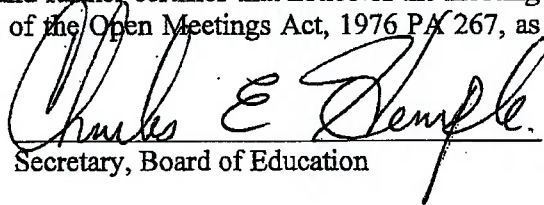
Ayes: Members Mrs. Hemple, Schlak, Hinton, Mr. Hemple,  
Hammonds, Adkins

Nays: Members 

Resolution declared adopted.

  
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.

  
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

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### **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

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**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

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**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.

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**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**

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**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.

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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.

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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.

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### **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.

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**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.

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### 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

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

Detroit Metro Area, United States; Oberlin, United States

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

5050 Anthony Wayne Dr.

Detroit, MI

423

**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**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**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. 424

**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.

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

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

**9/1996 - Present****Hours per week: 20**

425

**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. 426

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.

### **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. <sup>427</sup>

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

**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

**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

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### 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,<sup>430</sup> 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**

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**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

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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 categoricals, 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.

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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. 434

### **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.

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**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**

437

**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:	<input type="text" value="800925820"/>	
The present name of the corporation is:	<input type="text" value="MICHIGAN VIRTUAL CHARTER ACADEMY"/>	
All former names of the corporation are:	<input type="text"/>	
The date of filing the original Articles of Incorporation was:	<input type="text" value="6/7/2010"/>	438

**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. 439

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.

â (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:

â 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

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***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**

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**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**

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**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 these bylaws or the policies of the Academy Board by a majority vote. 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. 447

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

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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. 449

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:

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# 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.

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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.

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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. 453

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. 454
- 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.

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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. 456

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, 457 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

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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. 459

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. 460
    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.

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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.

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## 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."

The undersigned acknowledge approval of the Amended and Restated Bylaws of Michigan Virtual Charter Academy by the Academy Board of Directors on the \_\_\_\_\_ day of April 2024.

\_\_\_\_\_  
Marva Foster, Board President

Michigan Virtual Charter Academy

Dated: \_\_\_\_\_

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Accepted by the District (Authorizer)-The City of Hazel Park School District

By \_\_\_\_\_  
Dr. Amy Kruppe

Its: Superintendent

Dated: \_\_\_\_\_

**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 464 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. 465

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.

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## **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**

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**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:

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**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. 469
- 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,<sup>470</sup> 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**

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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**

DUE DATE	REPORT DESCRIPTION
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.*

DUE DATE	REPORT DESCRIPTION
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

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## 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.*

REPORT DESCRIPTION
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

OrganizationName	CollectionName
Hazel Park School District	Board Meeting - Regular
Hazel Park School District	Board Meeting - Regular
Hazel Park School District	Board Meeting - Regular   2023-07-17
Hazel Park School District	Board Meeting - Regular   2023-07-17
Hazel Park School District	Board Meeting - Regular   2023-07-17
Hazel Park School District	Board Meeting - Regular   2023-07-17
Hazel Park School District	Board Meeting - Regular   2023-08-28
Hazel Park School District	Board Meeting - Regular   2023-08-28
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	Board Meeting - Regular   2023-08-28
Hazel Park School District	Board Meeting - Regular   2023-08-28
Hazel Park School District	Board Meeting - Regular   2023-09-25
Hazel Park School District	Board Meeting - Regular   2023-09-25
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	Board Meeting - Regular   2023-09-25
Hazel Park School District	Board Meeting - Regular   2023-09-25
Hazel Park School District	
Hazel Park School District	Board Meeting - Regular   2023-10-23
Hazel Park School District	Board Meeting - Regular   2023-10-23
Hazel Park School District	Board Meeting - Regular   2023-10-23
Hazel Park School District	Board Meeting - Regular   2023-10-23
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	
Hazel Park School District	Board Meeting - Regular   2023-11-27
Hazel Park School District	Board Meeting - Regular   2023-11-27
Hazel Park School District	
Hazel Park School District	Board Meeting - Regular   2023-11-27
Hazel Park School District	Reauthorization
Hazel Park School District	Reauthorization
Hazel Park School District	Reauthorization
Hazel Park School District	Reauthorization
Hazel Park School District	Reauthorization
Hazel Park School District	Reauthorization



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
8/31/2023	8/31/2023 23:59	1	1	0	0
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
8/31/2023	8/31/2023 23:59	1	1	0	0
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
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10/31/2023	10/31/2023 23:59	1	1	0	0
10/31/2023	10/31/2023 23:59	1	1	0	0
9/30/2023	10/31/2023 23:59	1	1	0	0
11/1/2023	11/1/2023 23:59	1	1	0	0
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
11/27/2023	12/2/2023 23:59	1	1	0	0
12/4/2023	12/4/2023 23:59	1	1	0	0
12/4/2023	12/4/2023 23:59	1	1	0	0
12/4/2023	12/4/2023 23:59	1	1	0	1
12/4/2023	12/4/2023 23:59	1	1	0	0
12/4/2023	12/4/2023 23:59	1	0	1	0
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12/4/2023	12/4/2023 23:59	1	1	0	1
12/4/2023	12/4/2023 23:59	1	1	0	0
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12/25/2023	12/30/2023 23:59	1	1	0	1
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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1/22/2024	1/30/2024 23:59	1	1	0	0
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2/26/2024	3/2/2024 23:59	1	1	0	0
2/26/2024	3/5/2024 23:59	1	1	0	0
3/25/2024	3/20/2024 23:59	1	0	0	0
3/25/2024	3/20/2024 23:59	1	0	0	0
3/29/2024	3/29/2024 23:59	1	0	0	0
3/25/2024	3/30/2024 23:59	1	0	0	0
3/25/2024	4/2/2024 23:59	1	0	0	0
12/4/2023	4/15/2024 23:59	1	0	0	0
4/22/2024	4/17/2024 23:59	1	0	0	0
4/22/2024	4/17/2024 23:59	1	0	0	0
3/30/2024	4/26/2024 23:59	1	0	0	0
4/22/2024	4/27/2024 23:59	1	0	0	0
4/28/2024	4/28/2024 23:59	1	0	0	0
4/22/2024	4/30/2024 23:59	1	0	0	0
5/15/2024	5/15/2024 23:59	1	0	0	0
5/27/2024	5/22/2024 23:59	1	0	0	0
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
6/24/2024	6/19/2024 23:59	1	0	0	0
6/28/2024	6/28/2024 23:59	1	0	0	0
6/28/2024	6/28/2024 23:59	1	0	0	0
6/24/2024	6/29/2024 23:59	1	0	0	0
6/30/2024	6/30/2024 23:59	1	0	0	0

**SCHEDULE 7**

**DESCRIPTION OF EDUCATIONAL PROGRAM AND EDUCATIONAL GOALS**

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**SCHEDULE 7**

**DESCRIPTION OF EDUCATIONAL PROGRAM AND EDUCATIONAL GOALS**

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## **Educational Goals**

### Academic Achievement

As measured by the state assessment, the Academy's percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready as reported by the Michigan Department of Education will meet or exceed the select peer schools' mean reported percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready. Select peer schools are the set of virtual schools determined annually by The School District of The City of Hazel Park, with input from Michigan Virtual Charter Academy, that are the most demographically, socioeconomically, and programmatically similar to the Academy.

### Academic Growth

As measured by the state assessment, the Academy's growth measure in English Language Arts and Math will meet or exceed the Michigan Department of Education's growth measure for select peer schools that are virtual schools, determined annually by The School District of The City of Hazel Park, with input from Michigan Virtual Charter Academy, that are the most demographically and socioeconomically, similar to the Academy. 482

MVCA will strive to demonstrate a 3 % increase in the number of students that meet their growth goal in Math YoY as measured by the STAR360 benchmark test. (SGP). Students that attend a full year will be counted in this metric and at least 95% of students will be tested.

Baseline Score: Percent of students that met Their growth goal – 50.8 %

MVCA will strive to demonstrate a 3 % increase in the number of students that meet their growth goal in ELA YoY as measured by the STAR360 benchmark test. (SGP). Students that attend a full year will be counted in this metric and at least 95% of students will be tested.

Baseline Score: Percent of students that met their ELA growth goal – 52.7 %

Graduation Rates: MVCA will demonstrate an annual increase of 3% in our graduation rates as measured by the State School Index Score.

Baseline Score: State Index Score 60.60

## **Schedule 7-Description of Educational Program and Educational Goals**

### **Vision**

Michigan Virtual Charter Academy will lead the evolution of digital education to inspire and empower students to cultivate their unique gifts and reach their greatest potential.

### **Curriculum and Instruction**

In partnership with K12 Inc. (K12), MVCA provides all students with full access to a viable and comprehensive curriculum that prepares students for college, technical and trade school, and/or careers of their choice. Students will continue to have opportunities to acquire core competencies in all major subject areas at a pace that fits their personal learning style. Students can take

advantage of gaining college credit and preparing for the rigor of college during their high school experience through Advanced Placement Courses and Dual Enrollment with participating colleges. Early intervention programs provide a safety net for students who have started to fall behind in their academic achievement. Through research-based programs such as Multi-Tiered Systems of Support (MTSS), MVCA will continue to provide comprehensive support to our students and families. Students who enroll with major academic credit deficits can quickly get back on track through a fully developed credit recovery program.

Michigan Virtual Charter Academy will continue to offer the highest quality of instruction possible to its students. MVCA, through its EPSA with K12, requires that K12 recruit state certified and highly qualified teachers, support staff and administrators to implement its Educational Program. All staff must participate in ongoing professional development and implement current research and best practices in virtual learning. Teachers and administrators are held accountable by K12 for instructional practices through a growth model evaluation system that supports continuous school improvement.

### **Community**

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MVCA will foster a unique opportunity to build a community of parents, businesses and government that supports personal learning for each child. Virtual education provides families with a learning structure which promotes high levels of family engagement in the learning process. MVCA is dedicated to cultivating the role of the Learning Coach, usually the student's parent or another responsible adult designated by the parent (e.g., guardian, trusted friend or family member), who is dedicated to making sure their child receives a quality education. A Learning Coach supports the student in the learning process while they are enrolled in the school. Learning Coaches have full access to MVCA staff and materials to assist in coaching their child through the learning process.

MVCA will leverage a statewide presence to engage business partnerships that enhance learning. Local businesses will be recruited to provide mentorships, internships, and employment opportunities for students. Successful models can be replicated throughout the state.

MVCA will partner with the Board of Directors, other K12 schools in Michigan, and K12 to develop a strong team of advocates that can work with local, state and federal governments for the benefit of our students and virtual education. The students of MVCA will have a voice of advocacy to ensure they maintain viable pathways to secure a high-quality education.

### **Culture**

Michigan Virtual Charter Academy is dedicated to creating and cultivating a positive and effective learning environment for students and families as well as an exciting and innovative work environment for staff assigned to work at the Academy. Character, perseverance, compassion, excellence, resolve and work ethic are traits that will be modeled and shared with students and staff.

Michigan Virtual Charter Academy strives to be an exemplary institution where students and staff seek to excel and assist one another in the common goal of enhanced educational opportunities and high expectations.

### Mission

As leaders of innovative education, Michigan Virtual Charter Academy is dedicated to developing learning systems of excellence that remove barriers, create opportunities, empower students, and deliver hope.

The mission is simple, but the work is complex. Our mission is dedicated to treating each student as an individual. The Academy strives to support each student to achieve academic growth and achievement commensurate with their individual educational goals.

MVCA attempts to eliminate barriers to learning by developing a full-service family support team that recognizes a student's need for acceptance, belonging, and emotional support. This team utilizes strategies in an effort to keep students engaged in, and accept ownership of, their education, to the extent possible.

### Values

Michigan Virtual Charter Academy believes in the following core values:

Mission Minded – Everything we do is centered on our mission to ensure each student reaches his/her potential by removing barriers, creating opportunities and empowering students.

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Innovative Learning – As leaders of digital education, we are dedicated to integrating the tools, lessons, and programs that capture the hearts of our students, peaks their interests, and empowers them to soar.

Empowering Culture – We are committed to guiding students through a release of responsibility as they take ownership of their own learning. This allows their education to become important and valuable to them according to their goals and aspirations.

Character Development – We will strive to shape a positive and healthy character in each student, first by modeling that character in our own behavior and actions, then intentionally teaching character and strong social emotional health.

Emphasize Choice – We value the opportunity for our students to choose our school as a viable educational option to reach their goals. Once here, we want them to continue to be able to personalize their education by providing multiple pathways to successful completion of their education.

Delivering Hope – We all need hope. Our job is to always ensure our students have hope before them.

MVCA utilizes the K12 curriculum provided by its educational services provider, K12 Inc. MVCA and K12 recognize that the future of effective public education lies in clear expectations for student learning, sound instructional practices, periodic measurement of student learning, and curriculum and instruction that provides a personalized learning experience for students. These elements for an effective education are aligned to the goals and requirements of the State of Michigan. The student and school performance data routinely captured as part of accountability systems evidences a continuum of school effectiveness. A "one size fits all" approach does not necessarily result in the desired academic growth and achievement sought.

K12 Inc. has been at the forefront of online learning with over 20 years of experience supporting public charter schools and school districts with services necessary for operating online schools and courses that engage students, provide a pathway for graduation, and allows students to learn at their own pace. K12 has learned that the most effective education services:

- Use state aligned curriculum as the basis for instruction and learning.
- Provide engaging lessons across a variety of platforms (independent online to online synchronous sessions led by highly qualified teachers)
- Offer flexible access to learning 24 x 7 (on a variety of devices)
- Provide periodic measures of learning that show students, families and teachers the progress that each student is making towards proficiency in each subject area by grade level
- Engage students by offering relevant and interesting learning experiences for the diverse students who choose the online schools.

We concur with the State of Michigan that education must be personalized for the student and that<sup>485</sup> technology is the key to personalized learning.<sup>1</sup>

The mix of face- to-face learning and independent learning whether online or offline, the ability of staff to navigate differing content delivery options, and the effective engagement of every learner so that students are performing on grade level define an effective school. The combination of the curriculum, teaching expertise, valid interim measures of learning, and engagement of students as learning becomes more rigorous and complex with technology options creates the optimal environment for personalized learning.<sup>2</sup>

MVCA has worked closely with the school's current charter authorizer, Hazel Park Schools and K12 Inc. to provide the components of personalized learning. MVCA agrees with the Michigan Department of Education's three-part definition of personalized learning: Student, Teacher and Technology:

Personalized Learning occurs when the student has a degree of choice over his or her education in terms of delivery, context, and pacing. Individual outcomes and how proficiency will be demonstrated is collaboratively defined. The student's interests, experiences, and abilities guide his or her learning, making new information more relevant and meaningful. This approach has the potential to build the student's capacity and desire to learn beyond the scope of the curriculum and the confines of the classroom.

<sup>1</sup>[https://www.michigan.gov/mde/0,4615,7-140-28753\\_65799-349845--,00.html](https://www.michigan.gov/mde/0,4615,7-140-28753_65799-349845--,00.html)

<sup>2</sup>[https://www.michigan.gov/mde/0,4615,7-140-28753\\_65799-349845--,00.html](https://www.michigan.gov/mde/0,4615,7-140-28753_65799-349845--,00.html)

Personalized Teaching is the continual collaboration between the teacher and the student with the teacher facilitating, mentoring, and monitoring of student choices about personal learning plans. It incorporates flexibility within the learning environment to allow student needs to drive instructional strategies, assessments, use of time, and materials. By connecting a student's instruction to his or her personal interests, experiences, and abilities, a greater sense of ownership and efficacy is fostered in the student.

Educational Technology is essential to the implementation of personalized learning. When used effectively, educational technology increases the access and engagement of educators and students in a system designed to adapt to the needs of the learner and support the customization of the learner's teaching and learning. Effective use of education technology increases the engagement of educators, students, and peers with learning goals by providing students with more control over their learning.

These three (3) components must be built on the foundation of an aligned curriculum and<sup>486</sup> commitment to the academic success of every student.

The *Academic Playbook* is the foundation of teaching and learning at MVCA. The Playbook spans for essential categories including Academic Achievement, Student Engagement and Retention, Matriculation to the 3 E's (Enrollment, Employment, Enlistment), and Teacher Excellence. Introduced three (3) years ago by K12, it has been revised each year based on efficacy data from online schools and the experiences of teachers and students relative to engagement and academic performance. In addition, professional development for staff and teachers focuses on making the school experience appropriate for every student.

The teachers and staff are trained and supported in building strong relationships with students and families. The more teachers and staff know about their students, the better they can assist in personalized learning using the aligned curriculum and available tools offered by MVCA.

MVCA has chosen curriculum developed by K12 Inc. K12 is the nation's leading provider of online curriculum, instruction, and support services for students in grades K-12, delivering flexible educational programs to both fully online public schools and blended learning programs. The company has worked closely as a partner with charter schools, public schools, school districts, and private schools, providing curriculum, systems, programs, teacher training, teaching services, and other academic technology support services for the past 24 years. Headquartered in Reston, Virginia, K12 and its partner schools have more than 4,000 employees, support over 7,000 teachers, and serve virtual managed public schools and programs in two-thirds of the states and the District of Columbia which consist of more than 75 Managed Public School Programs.

K12's mission is to help students reach their full potential through inspired teaching and personalized learning. Since its inception in 2000, K12 has developed curriculum and online learning platforms that promote mastery of core concepts and skills for students of all ability levels. K12's approach combines cognitive science with individualized learning.

K12 has developed the nation's leading web-based academic program combining online technology with traditional instruction and materials. In MVCA's program, students in grades K through 12 will receive the K12 course content, instruction, assignments, assessments and supplemental materials online (web-based lessons and assessments) and through hands-on materials kits, including related books (textbooks, workbooks, reference books, and anthologies), DVDs, maps, and other hands-on activity materials (science experiments, art supplies, math manipulatives, etc.). The K12 lessons include over 100,000 multimedia components designed to enhance the learning experience.

MVCA has flexibility in developing, realigning, and implementing the curriculum to achieve the School's overall educational goals and State's educational assessment objectives. MVCA's instructional model is based on K12's National Instructional Model adapted for Michigan specific requirements including a focus on meeting the requirements of Michigan's content standards, Elementary and Middle School Grade Level Content Expectations, High School Content Expectations, and Michigan Merit Curriculum graduation requirements. Student services such as<sup>487</sup> guidance counseling, diagnostic achievement testing, college and career counseling, coupled with a detailed instructional model and intensive academic intervention programs will all be part of MVCA's approach.

### **Grades K-8 Curriculum**

Stride's K-8 courses are categorized into seven major subject areas: mathematics, science, English language arts, history, art, music, and world languages. This curriculum includes the courses, which are delivered directly to the students through the Online School, that students need to complete their core education. These courses focus on developing fundamental skills and teach the key knowledge students need to master the major subject areas and meet state standards. The curriculum includes assessments built into nearly every lesson to ensure mastery and provide for remediation or enrichment where necessary. Stride's curriculum goal is to help students achieve mastery, so students can retake assessments after remediation is provided.

**Mathematics:** Stride's math program is designed to establish fluency in arithmetical computation (daily-life, functional math) while also deepening the ability to reason mathematically (conceptual math).

Stride's math courses emphasize an active, multi-sensory approach to ensure that students understand the concrete realities that underlie mathematical concepts. Students master content through a combination of teacher-led instruction embedded within the course and independent practice. Regular practice and review ensure mastery of basic skills. 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.

**Science:** Stride brings science alive for learners through their digital courses. The program utilizes virtual labs, interactive lessons, and e-books that capture students' attention. Students receive lab supplies that give them a hands-on experience to enhance their understanding of experimental procedures and scientific concepts. Students learn how scientists understand our world and to develop skills of observation and analysis. This fundamental instructional practice of applied science has prepared the Stride science courses for the Next Generation Science Standards (NGSS), with their notable emphasis on applied science in the NGSS's newly explicit engineering strand.

**English Language Arts:** Stride English Language Arts courses help students develop important reading and writing skills, while also inspiring a love of literature. Early elementary courses include English Language Arts and Phonics courses. The phonics courses prepare students to become independent readers through systematic, multi-sensory instruction. The courses align to the Science of Reading, with a focus on the pillars of reading – phonemic awareness, phonics, fluency, vocabulary, and comprehension. Upper grades develop literary analysis and comprehension skills by reading novels and nonfiction works. Courses include handwriting in lower grades and grammar, usage, and mechanics in upper grades to apply those skills to revise and proofread their work. 488

**History:** Stride emphasizes the stories behind the history, with integrated topics in all history courses. Stride history courses begin in kindergarten with fundamental topics within the social studies discipline and move through deeper topics as students progress, such as learning about the community, maps, geography, historical leaders, U.S. government, the economy. Students in grades 5 and up explore major themes and topics in greater depth, including U.S. history, geography, economics, and government and various public issues.

**Art:** Following timelines parallel to those of the History lessons, Stride art lessons introduce students to great works of art from different cultures and eras, while engaging them in creative activity. Students are introduced to the elements of art and identify different types of artworks. They study the works of famous artists, learn about different artistic movements, and explore artistic traditions. Students create their own works of art similar to those they have learned about, using the art supplies that are shipped to their home with the art curriculum.

**Music:** Spotlight on Music explores and builds foundational music skills. This course offers a variety of learning activities that include singing, dancing, virtual instruments, listening maps, and authentic sound recordings. Students learn about different musical elements and explore music from around the world.

**World Languages:** Stride offers world languages beginning in third grade. These courses align with the American Council on the Teaching of Foreign Languages (ACTFL) standards. Elementary courses provide a fun, interactive experience at the elementary level for students. Courses focus on building vocabulary, exposing students to the cultures and can explore meanings and begin to express themselves in the foreign languages. Middle school courses focus on the four key areas of the world language study: listening, speaking,

reading, and writing. The course is an ideal blend of language learning pedagogy and online learning.

### **Grades 9-12 Curriculum**

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 in order to maximize their post-high school success.

K12 courses meet all graduation requirements, and the diversity of electives 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 Social Studies 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 a number of levels of courses designed to match various aptitudes and goals. So, if a student excels in Math and Science, they may take all Honors/AP 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.

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. New content is developed following mobile-first development practices and support responsive design.

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

- **Core Courses:** Topics, divided among modules, are taught in tandem with the framework students need to develop strong study skills. Rich and engaging content with interactive demonstrations and activities help students absorb and retain information and demonstrate mastery of state standards.
- **Comprehensive Courses:** Students do 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. In these courses, students also demonstrate mastery of state standards through their completion of projects and assessments.
- **Honors Courses:** Students experience 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 and are fully aligned with state standards.

- **Advanced Placement (AP) Courses:** The K12 curriculum offers an array of AP courses that is far larger than in most conventional brick-and-mortar schools. K12 re-evaluates its AP catalog of courses in accordance with changing College Board guidelines, as well as requests and feedback from students and schools. AP courses are college-level courses that follow curriculum frameworks specified by the College Board. These courses empower students and prepare them for success on AP exams, providing students the opportunity to earn credit at many of the nation's colleges and universities.

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K12 offered the following Advanced Placement courses that were officially approved through the College Board's AP audit process in August and September.

1. AP Computer Science Principles
2. AP Computer Science: Cybersecurity
3. AP Computer Science
4. AP Computer Science Principles in Python
5. AP(R) Art History
6. AP(R) English Language & Comp
7. AP(R) English Literature & Comp
8. AP(R) US History
9. AP(R) US Government and Politics
10. AP(R) Macroeconomics
11. AP(R) Microeconomics
12. AP(R) Psychology
13. AP(R) Human Geography
14. AP (R) US Government and Politics
15. AP(R) World History
16. AP(R) Calculus AB
17. AP(R) Statistics
18. AP(R) Biology
19. AP(R) Chemistry
20. AP(R) Environmental Science
21. AP(R) Spanish Language and Culture
22. AP(R) French Language and Culture

**Social Studies:** K12 high school social studies emphasizes the narrative of history - a narrative story that includes influential historical figures as well as everyday people, and the governments, arts, belief systems, and technologies they have developed in various cultures over time. These social studies courses meet state of Michigan and national standards for content and skills and are offered at levels appropriate to meet student needs. Courses in World History and United States History combine textbooks (in print and in online formats) published by K12 and integrated with interactive online lessons that guide students' reading, reinforce major concepts, allow students to practice the skills of the historian, and enrich student learning through a variety of research and skills activities. Online lessons also integrate topics in Geography, Civics, and Economics into the study of history. U.S. Economics and U.S. Government courses are also offered to meet graduation requirements. These courses use online texts and other resources and activities to build student understanding and prepare students to apply that knowledge to real life.

Social Studies also has the following electives courses for students to explore: Anthropology, Archaeology, Contemporary World Issues, Law & Order, Principles of Public Service, Psychology, AP Psychology, Sociology I, and Sociology II.

**English:** K12 high school English courses are designed to engage students in reading quality<sup>491</sup> literature, writing in diverse genres, and communicating ideas in a variety of media. All courses offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. Students demonstrate their mastery of the standards which focus on 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 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:** K12 offers a complete high school curriculum in science. The curriculum includes core courses in biology, physical science, physics, chemistry, and earth science. Courses provide opportunity to practice hands-on learning using virtual labs and real-life simulations. 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. Students who wish to continue their science education may opt to take any one of our science electives: forensic science, veterinary science, anatomy and physiology, health science, and astronomy.

**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 the mathematical concepts, but also is able to master critical skills. Each course has both online and offline components. Online exploration,

narration, and interactive activities help students develop and hone 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 animated to bring the math to life, 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. Robust, well-sequenced problem sets so students can learn by practicing are offered in every math course whether online or offline. 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, and AP. Among the math courses offered are Algebra I, Algebra II, and Geometry to meet graduation requirements.

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### **Elective Curriculum**

K12's core curriculum is enhanced by a wide array of electives that enriches students' education in essential areas and will prepare students well for the world beyond high school. K12's elective curriculum includes courses in:

- **World Languages:** World Languages are increasingly important in the economy today, and students can take up to four years 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, as well as writing assignments to assess their writing ability in the target language. Languages include Spanish and Chinese.
- **Science:** Special interests in science can be pursued in Astronomy, Forensic Science, Veterinarian Science, Health Science, Anatomy and Physiology.
- **Social Studies:** Social Studies has the following electives courses for students to explore: Anthropology, Archaeology, Contemporary World Issues, Law & Order, Principles of Public Service, Psychology, Sociology I, and Sociology II.
- **Visual, Performing, and Applied Arts:** Electives in the arts include Fine Art, Music Appreciation, Art in World Cultures, Digital Photography, Fashion Design, and Interior Design.
- **Technology and Computer Science:** A variety of technology and computer science courses are in K12's portfolio, ranging from basic Computer Literacy to Cybersecurity. Students may explore career avenues with courses including Java Programming, Digital Art, Cybersecurity, Python Programming, C++ Programming, and Computer Science. 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's comprehensive review and study of arithmetic skills has both personal and vocational applications.

- **Health and Physical Education:** Students can earn credit and learn essential skills with the courses Skills for Health and Physical Education. Students who would like to pursue more courses in this area can take electives such as Nutrition and Personal Fitness.
- **Communications:** Students can pursue their interests in communications with courses in Digital Media Communications or Creative Writing.
- **Elective Advanced Placement courses:** Psychology is offered as Advanced Placement (AP) course. Depending on the policies of the college they attend, students may receive college credit, advanced placement, or both by taking the AP exam associated with an AP course and earning a score of 3 or higher.
- **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-493 counseling tool, help students navigate the unique challenges of each year of high school, plan ahead, and meet their goals. Other courses that focus on study skills, school success, and future plans 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. Examples of college and Career Readiness courses include:

### **Career Technical Education**

K12 recognizes that student plans after high school will vary and may include immediate immersion in the work force as well as post-secondary education. K12 has recently augmented their catalog and will continue to expand their offerings in the area of CTE to increase students' career and industry readiness by high school graduation. Examples of these CTE offerings extend from individual courses that are part of their catalog to sequences of courses in programs that result in preparedness to earn industry-recognized certifications.

K12 offers a wide range of CTE courses, from career exploration courses to in-depth content in 30 of the Career Pathways™ in six of the sixteen National Career Clusters™. K12 is continuing to develop additional exploration courses and in-depth courses based on other pathways identified in the National Career Cluster Framework.

### **Remediation and Credit Recovery**

K12 and its curriculum experts are prepared to meet all students where they are. The K12 curriculum 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 teaching the skills 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 but did not complete successfully. They include diagnostic unit tests assessing students' understanding of fundamental content and directs them to review or move ahead accordingly. The fresh and 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.

### **State and National Standards Alignment**

The K12 Standards and Alignment team regularly meets requests from state and local partners for alignment documentation to state and national standards. For each standard at each grade level, alignment specialists identify where in the K12 curriculum the concepts are addressed and note<sup>494</sup> specific units and lessons where students learn or demonstrate an understanding of the skills and knowledge required by the Michigan Academic Standards, including the Common Core State Standards (CCCS).

The K12 curriculum aligns to the CCSS, the Next Generation Science Standards (NGSS), and the iNACOL National Standards for Quality Online Courses. The curriculum development process at K12 includes a matrix that integrates standards from across the country. This standards matrix is complemented by research into the content recommended by the Core Knowledge Foundation, whose work has influenced the CCSS. The result was that K12, in effect, created a prototype Common Core-based curriculum which meant that the alignment of K12 courses required relatively minor changes to align to the CCSS published in 2010. As of November 2012, all CCSS at the national level have been addressed in the K12-brand English language arts and Mathematics courses.

K12 actively monitors each state's review and adoption of the NGSS on which Michigan has based their Michigan K-12 Science standards. K12's science courses embrace elements of NGSS, including deep scaffolding, both from lesson to lesson and year to year; scientific text literacy, and an emphasis on real world applications. K12 is developing new science courses that are specifically designed to align to the NGSS. K12 is committed to a world-class education for students, and welcomes the Michigan Academic Standards, including the CCSS and the NGSS as measures of its success.

At the School level, School leaders and teachers will review curriculum, assessments, and supplemental materials each year or upon a change in state standards and/or assessments, to ensure standards alignment and ability to differentiate instruction and assessment. This includes instructional mapping, which is a process for collecting and planning instruction using curriculum related data that identify core skills, processes employed, and priority standards for each subject area and grade level. Modifications will be made throughout the year as determined by the School leaders and teachers as necessary.

K12's highly credentialed subject matter experts bring their own scholarly and teaching backgrounds to course design and development and are required to maintain relationships with and awareness of guidelines from nearly 70 national and international subject area associations:

- AAAL-American Association for Applied Linguistics
- AAAS-American Association for the Advancement of Science
- AAPT -American Association of Physics Teachers
- AATF-American Association of Teachers of French
- AATG-American Association of Teachers of German
- AATSP-American Association of Teachers of Spanish and Portuguese
- Accessible Book Consortium
- ACL-American Classical League
- ACTE-Association for Career and Technical Education
- ACTFL-American Council on the Teaching of Foreign Languages
- ADA National Network
- ADP/Achieve.org-American Diploma Project from [www.Achieve.org](http://www.Achieve.org)
- Advance CTE
- ABRA-American Educational Research Association - <http://www.aera.net>
- APA-American Philological Association
- Assistive Technology Industry Association
- CCSSO--Council of Chief State School Officers - [www.ccsso.org](http://www.ccsso.org)
- CEFR-Common European Framework of Reference for Languages
- Center for Civic Education
- Center on Online Learning and Students with Disabilities
- CLTA-Chinese Language Teachers' Association
- CRESST-National Center for Research on Evaluation, Standards, & Student Testing-  
[www.cresst.org](http://www.cresst.org)
- Final Report 2008: Foundations for Success
- Getty Education Institute for the Arts
- Head Start
- IAD-International Dyslexia Association
- ILR-International Language Roundtable
- ILTA-International Language Testing Association
- iNACOL-International Association for K-12 Online Learning
- IRA-International Reading Association
- IUPAC-International Union of Pure and Applied Chemistry
- MCREL-Mid Continent Research for Education and Learning
- NAEA-National Art Education Association
- NAEP-National Assessment of Educational Progress -[www.nces.ed.gov/nationsreportcard](http://www.nces.ed.gov/nationsreportcard)
- NAS-National Academy of Science
- NASPE-National Association for Sport and Physical Education
- National Art Education Association
- National Association for Gifted Children
- National Association for Music Education

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- National Center on Accessible Education Materials
- National Center on Universal Design for Learning
- National Geographic
- National Mathematics Advisory Panel
- NCAA
- NCEE-National Council on Economic Education
- NCES - National Center for Education Statistics -[www.nces.ed.gov](http://www.nces.ed.gov)
- NCHE-National Council for History Education
- NCHS-National Center for History in the Schools
- NCSA-National Conference on Student Assessment - <http://www.ccsso.org/ncsa.html>
- NCSS-National Social Studies Standards
- NCTE-National Council of Teachers of English
- NCTM-National Council of Teachers of Mathematics
- NETS/ISTE-National Educational Technology Standards from the International Society for Technology in Education
- NGSS-Next Generation Science Standards
- NICHD-National Institute of Child Health and Human Development
- NIFL-National Institute for Literacy
- NRP-National Reading Panel
- NSTA-National Science Teachers Association
- PARCC-Partnership for Assessment of Readiness for College and Careers
- Partnership for 21st Century Skills
- PISA-Programme for International Student Assessment - [www.oecd.org/pisa/aboutpisa](http://www.oecd.org/pisa/aboutpisa)
- President's Council on Fitness, Sports, and Nutrition
- Quality Indicators for Assistive Technology
- Smarter Balanced Assessment Consortium
- Teachers of English to Speakers of Other Languages
- The College Board
- The President's Challenge
- W3C-World Wide Web Consortium
- WCAG-Web Content Accessibility Guidelines

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**SCHEDULE 7d**  
**CURRICULUM**  
**NATIONAL STANDARDS FOR QUALITY ONLINE LEARNING**  
**iNACOL JUNE 2023**

# 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. 498

*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.)**

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

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### **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

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### **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

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<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. <b><i>Provide the location and sites for students and staff that may include training, instruction, and mentoring opportunities. (See Comments/Evidence below)</i></b></p> <p><b><u>Comments/Evidence:</u></b></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><b><u>Comments/Evidence:</u></b></p> <p><b>Resources:</b></p> <ul style="list-style-type: none"> <li>▪ The MVCA Playbook articulates mission and vision as well as outlines school initiatives.</li> </ul>	4

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# 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**

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## 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. <b><i>Provide the schedule for data collection and reporting</i></b></p> <p><b><u>Comments/Evidence:</u></b></p> <ul style="list-style-type: none"> <li>▪ <b>Board of Directors:</b> Fall review of spring state assessments, winter and spring review of benchmark assessments</li> <li>▪ <b>STRIDE:</b> Conduct monthly school progress meetings to review leading and lagging indicators as identified in the Playbook</li> <li>▪ <b>MVCA:</b> 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>◦ <b>Attachment:</b> The MVCA Playbook</li> </ul>	4
✓	<p>Conducts ongoing internal evaluations that include using clearly articulated measures to evaluate its learners. <b><i>Provide evidence of a continuous improvement plan</i></b></p> <p><b><u>Comments/Evidence:</u></b></p> <ul style="list-style-type: none"> <li>▪ <b>Benchmarks assessments, progress monitoring, tiered-support plan, Danielson Framework for Teaching.</b> 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>▪ <b>Administrators and coaches conduct an average of 1.5 observations per teacher per month as well as one asynchronous review per teacher per month.</b></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. <b><i>Provide the tool or review document to measure success and collect data</i></b></p> <p><b><u>Comments/Evidence:</u></b></p>	4

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## 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

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✓	<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	504
✓	<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  
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	<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.**

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**Program Improvement**

S	<p><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></p>	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>▪ <b>The MVCA Playbook</b> <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>▪ <b>MICIP/CSI School Improvement Plan</b> <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>▪ <b>Oakland Intermediate School District Service Plan</b> <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>▪ <b>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.</b></li> <li>▪ <b>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.</b></li> </ul>	5
Is based on:		
✓	Advancement of the program’s vision and mission.	5

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✓	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

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**Comments/Evidence: Provided above.**

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**SCHEDULE 7d**

**CURRICULUM**

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## 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](#)).

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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](#)).

### **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](#).

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### **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.

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- 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 <sup>513</sup>
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>	<b>(DUPLICATED)</b>	
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>SOCIAL STUDIES (min 3)</b>		<b>OTHER (Electives)</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 (each .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 <sup>514</sup>
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>PHYSICAL EDUCATION &amp; HEALTH (min .5)</b>		<b>VIRTUAL COURSES**</b>	
Physical Education (.5)	9		
Health (.5)	9		
Personal Fitness (.5)	any		
Nutrition (.5)	any		
		<b>OFF CAMPUS COURSES***</b>	



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## MVCA CURRICULUM EXHIBIT

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## 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](#)

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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

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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



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### 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. 520 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<sup>521</sup> 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: 522

#### **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.

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### 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.



### 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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**MICHIGAN**  
VIRTUAL CHARTER ACADEMY<sup>SM</sup>

POWERED BY STRIDE K12

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>

Bamford, K. W., & Mizokawa, D. T. (1989). Cognitive and attitudinal outcomes of an additive-bilingual program. U.S.; Washington: ED305826

Peal, E., & Lambert, W. E. (1962). The relation of bilingualism to intelligence. *Psychological Monographs*, 76(27, Whole No. 546), 23. from PsycINFO database.

Riestra, M. A., & Johnson, C. E. (1964). Changes in attitudes of elementary-school pupils toward foreign-speaking pupils resulting from the study of a foreign language. *Journal of Experimental Education*, 33(1), 65-72. from PsycINFO database.

Morgan, C. (1993) 'Attitude change and foreign language culture learning' in *Language Teaching*, 26 (2), pp. 63-75.

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**SCHEDULE 8**  
**MICHIGAN VIRTUAL CHARTER ACADEMY HIGHLIGHTS**  
**EXECUTIVE DIRECTOR RESUME'**

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# Michigan Virtual Charter Academy

KEY HIGHLIGHTS

2019-2023



# Leadership

- ▶ Developed strong partnership with authorizer
- ▶ Strengthened relationships with Oakland LSD
- ▶ MVCA Board of Directors represent diverse professional experiences
  - ▶ Education
  - ▶ Government and Policy
  - ▶ Business Leadership
  - ▶ Military Service
  - ▶ Entrepreneurship
- ▶ Fully staffed leadership team with highly qualified educators with tremendous experience (Three have served as superintendents)
- ▶ Developed Grade Level Leadership Teams
- ▶ Implemented a central office Production Team
  - ▶ Each team member maintains a narrow focus to ensure greater implementation



# Leadership

- ▶ Focused Mission and Vision
- ▶ Created guiding principles to guide our work
- ▶ Developed a strong strategic plan – The MVCA Playbook
  - ▶ Chapter 1 – Academic Achievement
  - ▶ Chapter 2 – Engagement and Retention
  - ▶ Chapter 3 – Matriculation to the 3 E's
    - ▶ Employment, Enrollment, Enlistment
  - ▶ Chapter 4 – Teacher Excellence



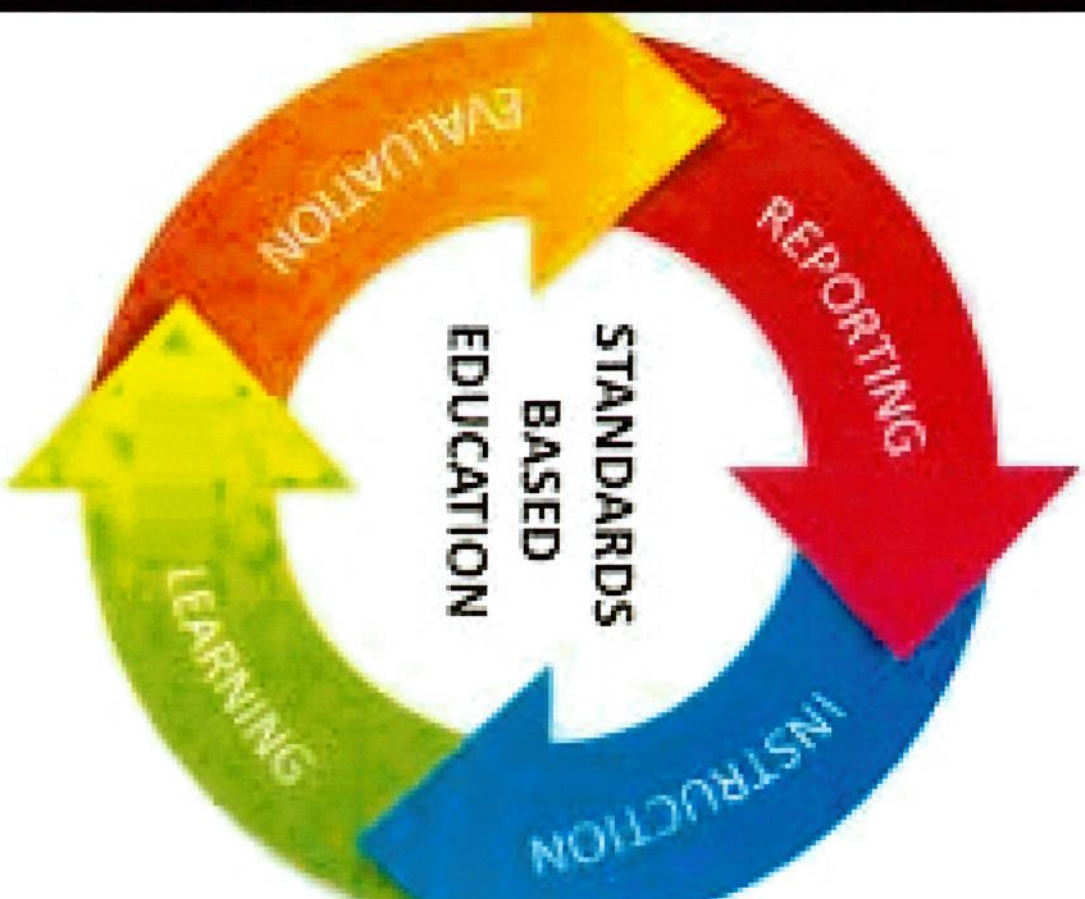
# Academics – Elementary

- ▶ Literacy Road Map – 3<sup>rd</sup> Year of Implementation
  - ▶ Implementing Science of Reading
    - ▶ Orton-Gillingham
    - ▶ LETRS
    - ▶ Progress Monitoring with DIBELS and STAR360
    - ▶ Skill based intervention
  - ▶ Teacher observations focused on implementation
- ▶ Mathematics Road Map – 1<sup>st</sup> Year of implementation
- ▶ Added Instructional Coaches
- ▶ Smaller Class Size Initiative



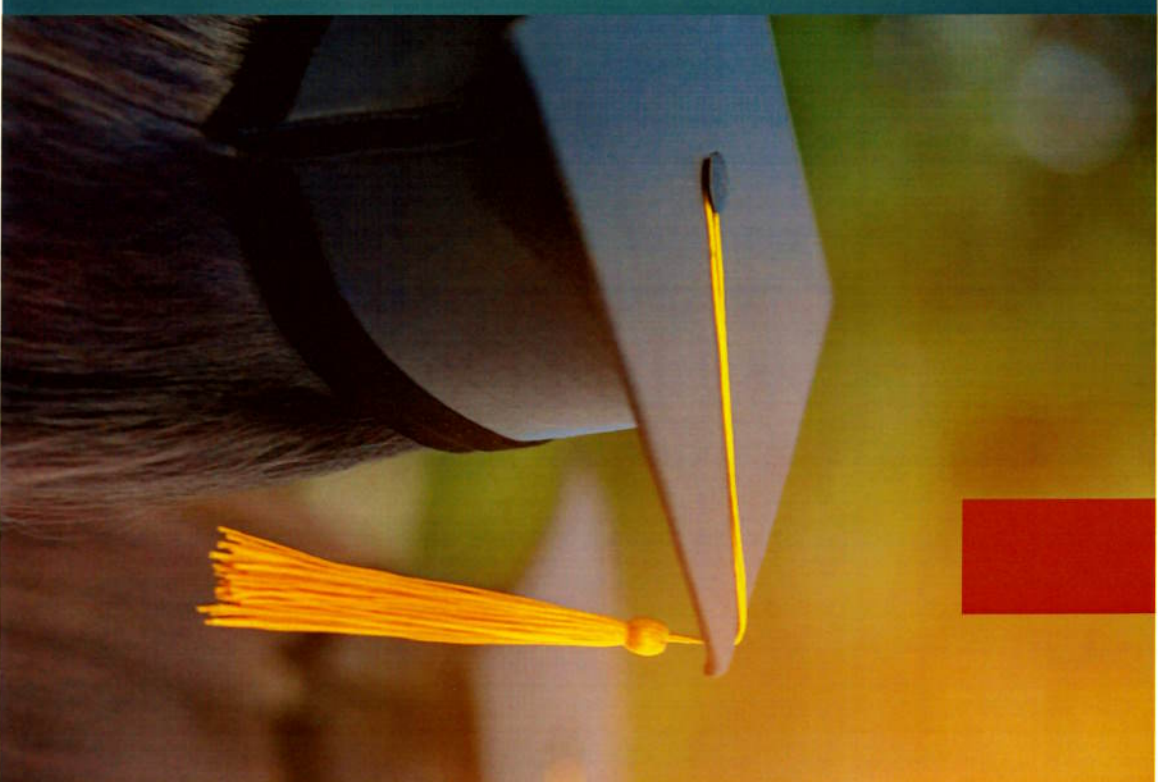
# Academics – Middle School

- ▶ Standards Based Learning and Grading
  - ▶ 2<sup>nd</sup> Year of ongoing professional development through Teach Better
  - ▶ Focus on student mastery of state standards
- ▶ Advanced Learning for High School Credit
- ▶ Added Instructional Coaches
- ▶ Six Certified Interventionists
  - ▶ Focused on Math and ELA
  - ▶ Provide Tier II and III intervention
  - ▶ Small flexible grouping
- ▶ Small Class Size Initiative



# Academics – High School

- ▶ Project Based-Learning
  - ▶ Extensive professional development with John Spencer
  - ▶ Increased student engagement
- ▶ Academic Pathways to the 3 E's
  - ▶ Employment
  - ▶ Enrollment (Colleges and Trained Schools)
  - ▶ Enlistment
- ▶ Initiating Technology Certification Program
  - ▶ Pilot program in place now
  - ▶ Full launch next year



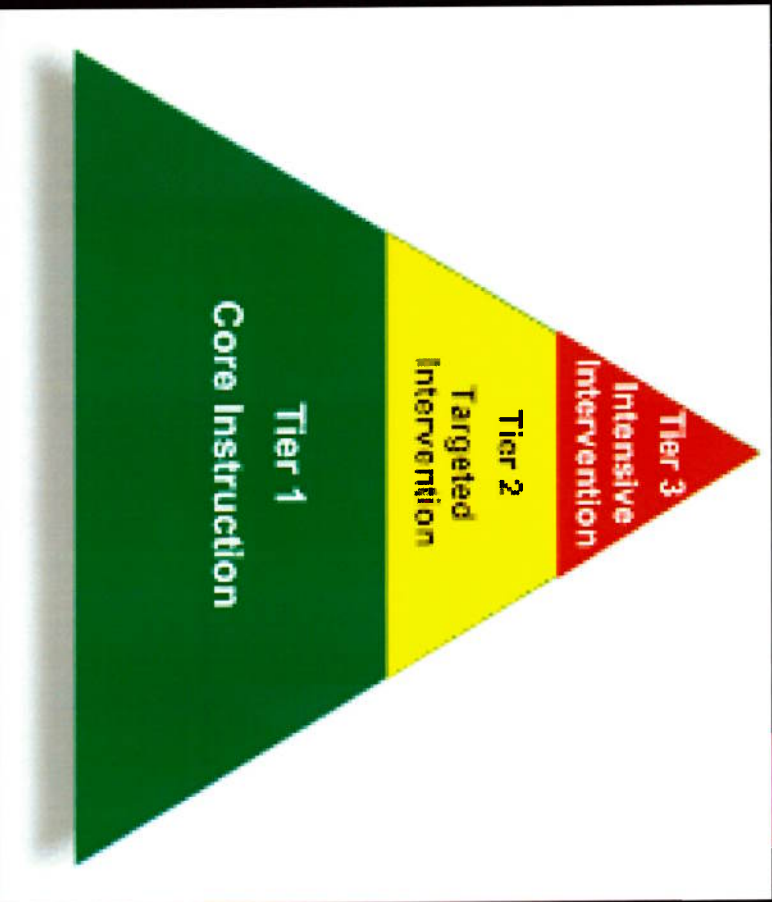
# Academics – High School

- Expanding Dual Enrollment
  - Targeting 75 students for Sy 24-25
  - Many students are first generation college attenders
  - College partnerships through the entire state
  - Unique partnership with Western Michigan University
- Added Special Education Graduation Coach
- Created Graduation Task Force
- Increase Graduation Rates from 30% to just over 60%
- 8 Certified Interventionists (MITSS)
- Small Class Size Interventionist



# Academics – Multi-Tiered System of Supports

- ▶ 24 Certified Math and ELA Interventionist K-12
- ▶ Added an MTSS Coordinator serving grades K-12
- ▶ Implemented MTSS Self Assessment Tool
  - ▶ Completed 2 x per year
  - ▶ Use this to monitor goals and Playbook implementation
- ▶ Tutoring
- ▶ Credit Recovery
- ▶ Teacher Led Small Group Instruction



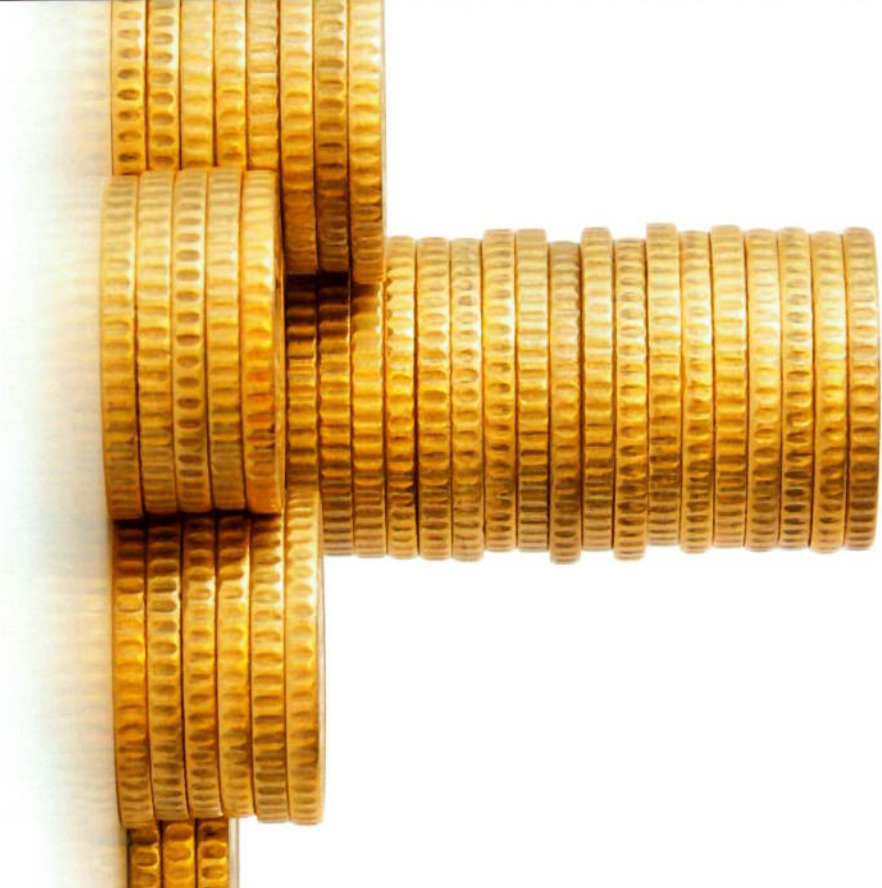
# Personnel

- ▶ Staff Turnover Decreased from 31% in 2018 to just over 8% in 2023
- ▶ Fully staffed special education program
- ▶ Reduced class size equal that of a brick-and-mortar
- ▶ All teachers are highly qualified and state certified
- ▶ All classroom teachers are observed an average of 1.5 x per month
  - ▶ Walkthroughs – 15 minutes per observation
  - ▶ Informal Observations – 20-40 minutes per observation
  - ▶ Formal Observations – 50 minutes per observation plus pre and post conference
- ▶ Focused and ongoing professional development
  - ▶ Exploration 20%
  - ▶ Essential 70%
  - ▶ Expertise 10%



# Finances

- ▶ MVCA is currently in the strongest financial position since opening in 2010
- ▶ MVCA has a 3 to 5 year sustainability plan to maintain programs started during COVID as ESSER Funds are set to end in September of 2024
- ▶ MVCA has developed a cadence of monthly financial reporting and testing for effective oversight
- ▶ MVCA is in a position to invest funds which will create revenue



# Randy Rodriguez

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## Objective

To serve in an educational administrative role empowering others to achieve their greatest potential as a team and as individuals. I am dedicating the remainder of my career to growing the next generation of leaders.

## Leadership Profile and Qualities

	<u>Leadership Skills and Experience</u>	
Leadership Development	Articulating Vision	Curriculum Development
Coaching and Mentoring	Collaboration	School Improvement
Professional Development	Data Informed Decisions	Systems Development

## Leadership Experience - Stride/K12 Inc 2018 - Present

### Executive Director - Michigan Virtual Charter Academy

- Created a strong vision, mission, and strategic plan
- Implemented a comprehensive Academic Playbook
- Reduced Staff turnover from 31% to 8%
- Achieved the strongest financial position in the history of the school
- Cultivated a cohesive and collaborative leadership team
- Served on National Executive Director Advisory Council

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## Leadership Experience - Caledonia Community Schools. 2004 - 2018

### Superintendent - Caledonia Community Schools 2012-2018

- Cultivated vision and leadership for a leading public school district
- Recruited and coached a high performing administrative team
- Developed vital community partnerships
- Secured and implemented \$52 million in bonds/millage for capital projects and operating budget
- Supervision of the design of a new innovative high school facility to promote 21st Century learning
- 4882 Students - 528 Employees - \$48 Million Annual Budget - 97% Graduation Rate

### Assistant Superintendent - Caledonia Community Schools 2011-2012

- Implemented sustainable systems and processes for human resources department
- Collaboratively launched a comprehensive teacher evaluation model
- Established annual goals and conducted administrative performance reviews for accountability

### Director of Curriculum and Instruction - Caledonia Community Schools 2009 - 2011

- Created curriculum transition plans for Common Core State Standards
- Developed systems to align school improvement, federal programs, and professional development
- Developed Caledonia curriculum model and guiding principles
- Responsible for state assessment programs including MEAP, ACT, Explore, ELPA, MME
- Enhanced Response to Intervention program

### Principal - Caledonia Elementary - Caledonia Community Schools 2004 - 2010

- Created a shared vision uniting staff to build the Heart and Heritage of Caledonia Elementary
- Implemented systemic instructional, behavioral, and social programs
- Provided leadership to acquire capital to improve literacy, playground, and building renovations
- Established strong community relationships with PTO, business partnerships, and community

## Leadership Experience - Yuma Elementary School District One 1990 - 2004

### Principal - Elementary School

- Demonstrated effective leadership in diverse school: 65% poverty, 25% ESL, 15% migrant
- Increase of 40% of students reading on grade level - selected Success For All Case Study
- 5 Star Rating in Arizona Measure of Academic Progress 1999/2000

### Assistant Principal - Elementary School

- Developed comprehensive discipline plan to reduce discipline referrals
- Demonstrated leadership for federal programs, special education, and family support
- Developed comprehensive program for school safety and security

### Jr. High Teacher - Industrial Arts Teacher - Physical Education

- Developed a challenging and relevant curriculum for Industrial Arts and Physical Education
- Created enrichment opportunities for students with district competitions and one on one sessions
- Member of the School Leadership Team

## Academic Education and Professional Certifications

- **Masters of Education** - Educational Leadership, Northern Arizona University **1996**
- **Elementary Teaching Endorsement** - Northern Arizona University **1993**
- **Bachelor of Science** - Advertising/Journalism, Northern Arizona University **1988**
- **Michigan Superintendent Endorsement** **2015**
- **Michigan Administrator Certificate** **2008**

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## Professional Associations

Michigan Association of School Administrators	<b>2012 - Present</b>
Michigan Association of School Boards	<b>2012 - Present</b>
Association of Supervision and Curriculum Development	<b>2004 - Present</b>
Kent Intermediate Superintendent's Association	<b>2012 - 2018</b>
Michigan Association of State and Federal Programs	<b>2010 - 2012</b>
Kent Learning Council	<b>2009 - 2012</b>
National Association of Elementary School Principals	<b>1998 - 2012</b>
Michigan Elementary and Middle School Principals' Association	<b>2004-2010</b>

## Community Involvement

Kiwanis	<b>1998 - 2018</b>
Caledonia Chamber of Commerce	<b>2013 - 2018</b>
Caledonia Community Leadership	<b>2012 - 2018</b>
Peace Church - Elder/Executive Leadership Team	<b>2012 - 2019</b>
Peace Church - Youth Ministry, Marriage Ministry, Men's Ministry	<b>2004 - 2019</b>
Caledonia Pastors Alliance	<b>2006 - 2017</b>
Sierra Vista Presbyterian Church (Arizona) - Youth Leader	<b>1997 - 2004</b>

## Honors and Awards

Served on the Stride National Executive Directors Advisory Council	<b>2019 - 2021</b>
North Central Accreditation for Caledonia Elementary School	<b>2004 - 2010</b>
Keynote Speaker for Teacher Graduation Dinner, Northern Arizona University	<b>2002</b>
Who's Who in American Teachers	<b>1999</b>
Yuma County Special Areas Teacher of the Year, Education Foundation of Yuma	<b>1998</b>

**Professional Learning**

- Results Coaching
- Harvard Change Network
- Capturing Kids Hearts
- Multi Systems of Support
- Response to Intervention
- Tiers without Tears
- Arizona Recruiting -The New Teacher Project
- Lorraine Monroe Leadership Institute
- Homeland Security Crisis Training
- West Ed-Educational Research (2000-2004)**
- Coaching Teachers
- Best Practices in Instructional Leadership
- Standards Based Literacy Program Development
- Standards Based Approach to School Improvement
- Active Engagement Strategies and Techniques
- EII Strategies and Techniques
- Blooms Taxonomy and Higher Order Thinking
- Marzano Instructional Framework
- Common Core State Standards
- Marzano-Vocabulary Development
- Professional Learning Communities
- Math Exchanges - Kassia Wedekind
- NCTM - Mathematics Conference
- Wilda Storm's Writing Institute
- Jo Robinson "Improving Schools" Works
- John Maxwell Leadership Conference
- Success For All Leadership Academy (2001-2004)**
- Data Driven Decision Making
- Increasing Student Achievement
- Best Practices in Instructional Leadership
- Ongoing Consultations for School Improvement
- Focused Learning Supervision
- Danielson Framework

**SCHEDULE 9**

**JOB DESCRIPTIONS AND STAFF RESPONSIBILITIES**

**AND EDUCATIONAL PRODUCTS AND SERVICES PROVIDER AGREEMENT**

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**Schedule 9**

**MVCA Job Descriptions**

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<b>Job Title:</b>	<b>Schl Leadership Director</b>
<b>Alternate Job Title:</b>	<b>Executive Director (formerly Head of School)</b>
<b>Job Code:</b>	<b>MEACSL5</b>
<b>Career Track:</b>	<b>Management</b>
<b>FLSA Status:</b>	<b>Exempt</b>
<b>Job Family:</b>	<b>Academics</b>
<b>Job Subfamily:</b>	<b>School Leadership</b>
<b>Level:</b>	<b>5</b>

**SUMMARY:** The Executive Director serves as the executive officer for the school overseeing development and supervision of all school programs, business strategies, budget, and academics. With a strong focus on customer relationships, this role is an ambassador for Stride, Inc. with the community and civic groups and ensures compliance with the requirements of federal, state, and local agencies.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Serve as the executive officer of the school, administering the development and sustainment of a positive educational program designed to foster student achievement, as well as effectively balance public company responsibilities with its mission-oriented values.
- Own the school budget, forecasting and work force planning; set budgets, create organizational structures, and allocate capital and people resources to achieve company and functional goals.
- Make appropriate financial, operational, and resource allocations to achieve short- and long-term financial goals.
- Oversee all business decisions within the school to ensure outcomes are achieved.
- Create a strong, trusting relationship with the board (district) clients, ensure compliance with contract requirements, and provide advice on policies, programs, and innovative solutions.
- Proactively make business decisions based on knowledge of education industry, customer base, political and regulatory environment, technology, competitors, and financial trends.
- Guide and empower school academic leaders in supervision of staff related to teaching and academic outcomes.
- Use market, customer, and organizational performance data to identify opportunities to improve top- and bottom-line results.

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**Supervisory Responsibilities:** Directly supervises 5 - 10 full-time equivalent (FTE) employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**REQUIRED QUALIFICATIONS:**

- Bachelor's degree in relevant field AND
- Ten (10) years of related professional experience AND
- Five (5) years of leadership OR
- Equivalent combination of education and experience
- Demonstrated leadership, management, interpersonal relations, and communication skills.
- Proven business experience and acumen.
- Owner of a line of business or school budget.
- Experience building a leadership team of top talent and creating an environment that supports active listening and willingness to share different viewpoints.
- Successful creation of strategic partnerships that enable business growth.
- MS 365; Web proficiency.
- Ability to travel 25% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Experience leading a remote team
- Master's degree or MBA

**Certificates and Licenses:** Valid MI State administrator certification; or eligibility and commitment to enroll in program leading to MI administrator certification within six months of employment.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic). This position is open to residents of, and may be performed remotely from Washington, D.C., and from any state except Colorado.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

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**Job Title:** School Operations Manager  
**Alternate Job Title:** Operations Manager  
**Job Code:** MEACSO3  
**Career Track:** Manager  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Support Operations  
**Level:** 3

**SUMMARY:** The School Operations Manager performs and/or oversees various aspects of school operations with an emphasis on compliance activity at all levels, internal and external to the K12 organization.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Develop and manage relationships with partner districts, state and other education stakeholders;
- Oversee and maintain student records and data; creates/implements/documents processes that ensure student data validity in K12 and 3rd party databases;
- Act as point-of-contact and manages reporting issues including all local, K12, state, and federal reporting requirements;
- Work with administrative staff to ensure the school is in compliance with and meets all audit requirements;
- Manage the development of school policies and procedures, e.g. assists with the Company's efforts nationally to develop policies and procedures, training standards and curriculum enhancements;
- Assist in student recruitment and the planning of school events;
- Oversee communication between the Company, students and families and districts related to student enrollments, registrations, withdrawals and end-of-year reclamation efforts;
- Supervise and manage office staff and assists with a wide variety of personnel support issues; Makes daily work assignments and monitors the Enrollment and Registration team's progress toward goals.

546

**Supervisory Responsibilities:** Directly supervises 2 - 5 Full-Time Equivalents (FTEs). Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree in relative field of study AND
- Seven (7) years of relevant professional experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Great organizational and time management skills
- Proficient MS365; web proficient
- Strong technology skills
- Experience using search engines (internet) for research projects
- Experience using a student information system and/or other type of database
- Strong written and verbal communication skills
- Ability to travel 35% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Formal project management experience in fast-paced or start-up environment
- Non-profit / education grants management experience
- Experience with managing online learning

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.**

**Job Title:** School Leadership Manager  
**Alternate Job Title:** Academic Administrator/Principal  
**Job Code:** MEACSL3  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academic  
**Job Subfamily:** School Leadership  
**Level:** 3

**SUMMARY:** The Academic Administrator/Principal directs and coordinates educational, administrative, and counseling activities of student by performing the following duties personally or through subordinate supervisors.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities.
- As needed, research, and implements non-K12 curriculum resources that meet state standards.
- Manages teaching and administrative staff; Manages Master and Lead Teachers and programs.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school.
- Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws, including laws pertaining to special education.
- Develops and oversees implementation of the school's Academic Improvement Plan.

548

**Supervisory Responsibilities:** Directly supervises 15-30 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's Degree in business, education or related field of study AND
- Five (5) years of educational experience AND
- One (1) year of supervisory experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid MI State administrator certification; or eligibility and commitment to enroll in program leading to MI administrator certification within six months of employment.

**OTHER REQUIRED QUALIFICATIONS:**

- Demonstrable leadership, organizational and time management skills
- Strong written and verbal communication skills
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 20% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Experience as an on-line / virtual educator
- State Supervisory Certificate or working toward it

**WORK ENVIRONMENT:**

This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

SS\_All Regions\_Academic Administrator/Principal

Date Last Saved March 18, 2024

**Job Title:** School Leadership Manager  
**Alternate Job Title:** Academic Administrator/Principal  
**Job Code:** MEACSL3  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academic  
**Job Subfamily:** School Leadership  
**Level:** 3

**SUMMARY:** The Academic Administrator/Principal directs and coordinates educational, administrative, and counseling activities of student by performing the following duties personally or through subordinate supervisors.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities.
- As needed, research, and implements non-K12 curriculum resources that meet state standards.
- Manages teaching and administrative staff; Manages Master and Lead Teachers and programs.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school.
- Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws, including laws pertaining to special education.
- Develops and oversees implementation of the school's Academic Improvement Plan.

550

**Supervisory Responsibilities:** Directly supervises 15-30 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's Degree in business, education or related field of study AND
- Five (5) years of educational experience AND
- One (1) year of supervisory experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid MI State administrator certification; or eligibility and commitment to enroll in program leading to MI administrator certification within six months of employment.

**OTHER REQUIRED QUALIFICATIONS:**

- Demonstrable leadership, organizational and time management skills
- Strong written and verbal communication skills
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 20% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Experience as an on-line / virtual educator
- State Supervisory Certificate or working toward it

**WORK ENVIRONMENT:**

This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

SS\_All Regions\_Academic Administrator/Principal

Date Last Saved March 18, 2024

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**Job Title:** School Leadership Manager  
**Alternate Job Title:** Academic Administrator/Principal  
**Job Code:** MEACSL3  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academic  
**Job Subfamily:** School Leadership  
**Level:** 3

**SUMMARY:** The Academic Administrator/Principal directs and coordinates educational, administrative, and counseling activities of student by performing the following duties personally or through subordinate supervisors.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities.
- As needed, research, and implements non-K12 curriculum resources that meet state standards.
- Manages teaching and administrative staff; Manages Master and Lead Teachers and programs.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school.
- Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws, including laws pertaining to special education.
- Develops and oversees implementation of the school's Academic Improvement Plan.

552

**Supervisory Responsibilities:** Directly supervises 15-30 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's Degree in business, education or related field of study AND
- Five (5) years of educational experience AND
- One (1) year of supervisory experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid MI State administrator certification; or eligibility and commitment to enroll in program leading to MI administrator certification within six months of employment.

**OTHER REQUIRED QUALIFICATIONS:**

- Demonstrable leadership, organizational and time management skills
- Strong written and verbal communication skills
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 20% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Experience as an on-line / virtual educator
- State Supervisory Certificate or working toward it

**WORK ENVIRONMENT:**

This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

SS\_All Regions\_Academic Administrator/Principal

Date Last Saved March 18, 2024

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**Job Title:** School Leadership Supervisor  
**Alternate Job Title:** Assistant Academic Administrator  
**Job Code:** MEACSL1  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academic  
**Job Subfamily:** School Leadership  
**Level:** 1

**SUMMARY:** The Assistant Academic Administrator, directs and coordinates educational, administrative, and counseling activities of high school students by performing the following duties personally or through subordinate supervisors.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities; As needed, researches and implements non-K12 curriculum resources that meet state standards.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws regarding special education and other categorical programs (such as Title I, LAP, CTE).
- Interfaces with students, families, local Municipal Court systems, and local districts in regards to compliance as it relates to student attendance and engagement in educational program as defined by school policy and student handbook expectations.
- Develops and oversees implementation of the school's Student Achievement Improvement Plan.
- Supervises and evaluates teaching staff; Manages teacher performance, developing and providing necessary training to support their professional development; Manages Master and Lead Teachers and programs.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school; Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.

554

**Supervisory Responsibilities:** Directly supervises 15-30 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Previous Supervisory Experience
- Master's degree AND
- Five (5) years of educational experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid MI State administrator certification; or eligibility and commitment to enroll in program leading to MI administrator certification within six months of employment.

**OTHER REQUIRED QUALIFICATIONS:**

- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 10% of the time for meetings, professional development, etc.
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Previous experience as an online Educator
- Previous administrative experience

**WORK ENVIRONMENT:**

This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

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SS\_All Regions\_Assistant Academic Administrator/Principal

Date Last Saved March 18, 2024

<b>Job Title:</b>	<b>Special Programs Administrator</b>
<b>Alternate Job Title:</b>	<b>Academic Administrator-Special Programs</b>
<b>Job Code:</b>	<b>MEACSL3</b>
<b>Career Track:</b>	<b>Management</b>
<b>FLSA Status:</b>	<b>Exempt</b>
<b>Job Family:</b>	<b>Academics</b>
<b>Job Subfamily:</b>	<b>School Leadership</b>
<b>Level:</b>	<b>3</b>

**SUMMARY:** The Academic Administrator-Special Programs develops and implements policies and procedures and oversees all matters related to special education and special programs (EL and 504) for the school. The role also assists the Head of School and Academic Administrator peers with developing and implementing more general academic policies and procedures and with school operations.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Develop, implements, and disseminates “best practices” for special education/special programs policies and procedures in collaboration with school leadership;
- Support the school’s administration and teachers in providing training on and implementation of special programs and services. Creates and maintains appropriate contacts with applicable district(s), and state special education leaders in order to ensure continued compliance of special education programs and represent the school throughout the state in meetings and trainings related to the implementation of special programs;
- Oversee the development, compliance, maintenance, and implementation of all initial and three year re-evaluations with applicable resident districts Individualized Education Plans (IEP), service plans, 504 plans and potential EL plans
- Ensure fiscal compliance for special programs including Title III, Section 41, and IDEA Part B funds/CHOICE scholarship funds and compliance with all school, local, state, and federal reporting related to special programs,
- Work with the Test Coordinator to ensure that all students receive appropriate accommodations during applicable testing;
- Work with K12 enrollment team to develop processes for ensuring timely identification and enrollment of students with special needs;
- Proactively communicates all changes in local, state and/or federal special education practices and laws to the Head of School;
- Ensure that special education students are integrated in all school activities and that general education and special education teachers and administrative staff work collaboratively to ensure academic success for all students;
- Participates in the school's self-evaluation programs;
- Collaborates with the Stride National Related Services team for the applicable related services for students.

556

**Supervisory Responsibilities:** Directly supervises 3-10 Full-time Equivalent (FTE) employees. Carries out supervisory responsibilities in accordance with the organization’s policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor’s degree in related field of study AND
- Seven (7) years of special education teaching experience AND
- Three (3) years of special education managerial experience OR

- Equivalent combination of education and experience

**Certificates and Licenses:**

- Special Education Teacher Certification

**OTHER REQUIRED QUALIFICATIONS:**

- Project management experience
- Strong interpersonal skills with both in-person and electronic communication platforms and a customer service orientation
- Able to read data and determine what steps are needed to assist students academically and behaviorally, as a whole and on an individual basis
- Able to apply adult instructional methods in the training and development of staff
- Communicates effectively both orally and in writing
- Demonstrates the use of good judgment in decision-making
- Understanding of applicable sections of the State Education Code and other pertinent regulations
- Ability to travel up to 25% of the time to school office to review files, work with office staff, attend meetings, and the like if not office based.
- Ability to travel up to 10% of the time within and between assigned geographic areas to support students; proctor assessments, provide and attend professional development meetings and participate in school activities, open houses, orientations, and face-to-face enrollment meetings
- Willingness and ability to obtain additional licensing as required
- Proficiency in Microsoft Excel, Word, and Outlook as well as Internet research methods and report writing techniques; Utilizes computer software associated with curriculum and special education
- Ability to clear required background check

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**DESIRED QUALIFICATIONS:**

- Master's degree
- Supervisory certificate
- English as Second Language (ESL) certification and/or Reading or Math specialist endorsement
- Three (3) years of special education administration experience

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

**Job Title:** School Leadership Manager  
**Alternate Job Title:** Student Support Administrator  
**Job Code:** MEACSS3  
**Career Track:** Management  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Non-Instructional Student Support  
**Level:** 3

**SUMMARY:** The Student Support Administrator promotes and enhances the school's academic mission by improving levels of student engagement and ensuring that this increased engagement leads to improved academic achievement. The role oversees the services provided to build capacity within students and families to assist in their student's education. This position will implement and manage the supports given to all students and families and collaborate with school, department, and community leaders to ensure student academic achievement

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- **Supervisory duties:**
  - Manages all Student Support Team roles including Student Support Advisors, Student Attendance Specialist, Student Resource Specialist, School Counselors and Community Engagement Specialist.
    - Interviews, Hires and Trains new Student Support Team members, as needed.
    - Responds to personnel issues.
- **Student Support Staffing:**
  - Works closely with Academic Administrators, Data Team Leads, Interventionists and Academic Leads to develop, implement, and track successful Strong Start processes for all students.
  - Manages the Student Support Intervention Tracker.
  - Prepares for and lead weekly Student Support Staffing.
- **Direct Student Support Duties:**
  - Works closely with Academic Administrators, Data Team Leads, Interventionists and Academic Leads to develop, implement, and track successful Strong Start processes for all students.
  - Oversees and implements tiered support mechanisms to identify students who are on a downward academic, engagement or attendance trajectory and ensures interventions are implemented accordingly.
  - Reacts to data trends and engages the correct team members as needed.
  - Analyzes data to guide data-driven action in the direction of more effective engagement efforts to improving student engagement levels.
- **School Culture:**
  - Trains Student Support Team Members, Leadership, and school staff on student support best practices.
  - Acts as a school representative for Students Support Team initiatives, including, but not limited to, Strong Start, Student & Advisor relationships, and attendance.
  - Serves on school-based, system-wide, and community-based teams to develop interventions for increasing student's academic success.
  - Leads the effort to create, define and instill a school culture that underlies and informs every aspect of the school experience from students-to-families-to-staff and guides data driven decision-making and actions.
  - Collaborates with Learning Coaches, teachers, and the school leadership team to develop a family-friendly school climate.
- **Learning Coach Education:**
  - Implements Learning Coach Engagement strategies that tie directly to school improvement goals including, but not limited to, the Learning Coach onboarding process, Parent Advisory Committees, and Learning Coach outreach.

558

**Supervisory Responsibilities:** Directly supervises 6-15 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's Degree AND
- Five (5) years of related leadership experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Creative problem-solving skills to motivate at-risk students to engage in school and learning.
- Experience working with at-risk learners, including those in poverty.
- Strong data-analysis, communication, and program management skills.
- Self-motivated.
- Proficiency in Microsoft Office Suite (Outlook, Word, Excel, PowerPoint, etc.); Web proficiency.
- Ability to travel 10% of the time.
- Ability to clear required background check.

559

**DESIRED QUALIFICATIONS:**

- Master's degree in Education, Counseling, Human Services, or related field of study.
- Demonstrated leadership success overseeing and evaluating a group of diverse, cross-functional employees.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position but may require one or more days a week in the office as determined by the supervisor.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

## **JOB DESCRIPTION: DATA COACH**

### **Purpose Statement**

The job of Data Coach was established for the purpose/s of planning, implementing and maintaining a program of professional development for teachers which conforms to district and state objectives. This job reports to the Academic Dean.

### **Essential Functions**

- Collaborates with teachers in a variety of settings (including 1-on-1 meetings and group settings) for the purpose of implementing and maintaining data understanding.
- Coordinates professional development opportunities for the purpose of fostering staff growth and ensuring data driven instruction.
- Designs services (e.g. training, programs, etc.) for the purpose of implementing professional development program activities that address data training needs.
- Develops long and short range plans/programs for the purpose of ensuring that district resources are effectively utilized.
- Researches a variety of information (e.g. courses, materials, training consultants, etc.) for the purpose of developing new programs that meet staff training needs.
- Facilitates data conversations in Professional Learning Communities
- Assists faculty in the understanding of academic achievement on a school, class, and individual student level, as demonstrated on state and local assessments.
- The data coach will focus on analyzing district data to determine school wide data trends and internal professional development needs.
- Facilitates and continual professional development and support to build the capacity of staff in using data to deliver effective lessons for all students to obtain grade level proficiency.

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### **MINIMUM REQUIRED QUALIFICATIONS:**


- Advanced Microsoft Excel skills required
- 5+ years of related experience
- Experience with the Unanet time and reporting system

### **Certificates and Licenses:**

- Michigan Administrator Certificate

### **OTHER REQUIRED QUALIFICATIONS:**

- Strong computer proficiency (Microsoft Word, Excel and PowerPoint)
- Ability to pass required background check
- Experience with data analysis, modeling, design and documentation
- Ability to communicate technology concepts effectively with technically proficient and non-technically proficient individuals
- Excellent written and oral communication skills
- Effective customer service and interpersonal skills
- Strong organizational and time management skills

	<b>Job Title:</b>	<b>Elementary Instructional Supervisor</b>
	<b>Alternate Job Title:</b>	
	<b>Job Code:</b>	MEACSL1
	<b>Career Track:</b>	<b>Management</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academic</b>
	<b>Job Subfamily:</b>	<b>School Leadership</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The Elementary Instructional Supervisor plays a critical role in supporting the elementary leadership team in ensuring a positive and effective learning environment for students. This position involves collaborating with the principal, lead teacher, teachers, staff, and parents to enhance the overall educational experience and contribute to the school's success.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development and coordination activities; As needed, researches and implements non-K12 curriculum resources that meet state standards;
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly remote work environment;
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws regarding special education and other categorical programs;
- Interfaces with students and families in regard to compliance as it relates to student attendance and engagement in educational program as defined by school policy and student handbook expectations;
- Evaluates teaching staff; Manages teacher performance, developing and providing necessary training to support their professional development; Manages New Teacher Training and Programs;
- Confers with teachers, students, and parents concerning educational and behavioral problems in school; Implements and enforces disciplinary policies in accordance with the school's guidelines

561

**Supervisory Responsibilities:** This position does not directly supervise any teachers, but supports the principal in evaluating and managing all elementary teachers.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Previous Supervisory Experience
- Master's degree AND
- Five (5) years of educational experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid Michigan School Administrator Certificate K-12

**OTHER REQUIRED QUALIFICATIONS:**

- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 10% of the time for meetings, professional development, etc.
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Previous experience as an online Educator
- Previous administrative experience

**WORK ENVIRONMENT:**

This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**



**Job Title:** (MVCA) Academic Professional Development Coordinator

**Department:** 730  
**Reports To:** Head of School  
**FLSA Status:** Exempt  
**Salary Range:** TBD

**SUMMARY:** The Academic Coordinator supports the academic administrators by coordinating the teacher evaluation system, ensuring teacher credentialing is current and compliant, developing a comprehensive multi-year professional development plan, coordinating the Academic Excellence Framework, and provide leadership to reconcile graduation records for withdrawn students.

**ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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- Plans and coordinates all staff professional development sessions to increase teacher skills, knowledge, and professionalism while helping to increase student achievement;
- Works collaboratively with academic administrators to establish a long term professional development plan that identifies essential core teaching strategies, develops content expertise, and equips staff for new and innovative programs
- Ensures professional development plan aligns school improvement plan, K12 initiatives, and MVCA programs and instruction.
- Tracks all licensure for staff ensuring licensure is current and in compliance with Michigan Department of Education.
- Prepares teacher evaluation processes and procedures to ensure compliance with the state of Michigan.
- Develops tools and resources for academic administrators for effective implementation and tracking of the teacher evaluation system.
- Develops and maintains an academic inventory and road map of all academic programs.
- Develops reports regarding the level of implementation of current academic programs. ;
- Works collaboratively with administration to manage and coordinate alignment with the Academic Excellence Framework
- Provides leadership for reconciling graduation completion for withdrawn students to ensure MVCA state records for graduation are accurate.
- Assists with Testing as requested.

**Competencies:** To perform the job successfully, an individual should demonstrate the following competencies.

- **Adaptability/Flexibility:** Adapts to change, is open to new ideas, takes on new responsibilities, handles pressure, and adjusts plans to meet changing needs.
- **Integrity/Ethics:** Deals with others in a straightforward and honest manner, is accountable for actions, maintains confidentiality, supports company values, and conveys good news and bad.
- **Teamwork:** Meets all team deadlines and responsibilities, listens to others and values opinions, helps team leader to meet goals, welcomes newcomers and promotes a team atmosphere.

**Supervisory Responsibilities:** This position has no supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor degree in Education AND
- Three (3) years of experience teaching in a virtual environment OR
- Equivalent combination of education and experience

**Certificates and Licenses:** State of Michigan Teaching Licensure

**OTHER REQUIRED SKILLS & ABILITIES:**

- Strong written and verbal communication skills including presentation skills
- Organizational skills, multi-tasking abilities
- Ability to work without direct supervision
- Flexible schedule; Ability to travel up to 35%
- Ability to pass required background check

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**PREFERRED QUALIFICATIONS:**

- Master's degree in Education

**ESSENTIAL PHYSICAL REQUIREMENTS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Working with Fingers:** Ability to type, sort through pages/papers, or otherwise work with fingers (including thumb) and palm frequently each day.
- **Repetitive Motion:** Ability to move wrists, hands, and/or fingers such as in typing frequently each day.
- **Sitting:** Ability to sit much of the day.
- **Visual:** Ability to see and read PC screens, and normal type size print.
- **Hearing:** Ability to answer/route telephone calls, and understand what clients and co-workers are saying in normal conversation.

**ESSENTIAL MENTAL REQUIREMENTS:** The mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Comprehension:** Ability to understand complex problems and to collaborate and explore alternative solutions.
- **Organization:** Ability to organize and prioritize work schedule for self and others on short- and long-term basis.
- **Reasoning/Decision-Making:** Ability to make decisions which impact the schools' credibility, operations and services.
- **Communication:** Ability to understand and follow basic instructions and guidelines. Ability to complete routine forms, use existing form letters and/or conduct routine oral communication.

Ability to compose letters, outlines, memoranda, and basic reports and/or to orally communicate technical information. Ability to communicate with individuals utilizing a telephone and computer; requires ability to hear and speak effectively on the phone. Ability to express or exchange ideas by means of the spoken word, communicating orally with others accurately, expediently and at sufficient volume. Ability to make presentations/speak before groups. Ability to compose materials such as detailed reports, work-related manuals, publications of limited scope or impact, etc.

- **Mathematics:** Ability to count accurately. Ability to add, subtract, multiply, divide and to record, balance, and check results for accuracy.

**REQUIRED COMPUTER AND OTHER EQUIPMENT/DEVICE SKILLS:**

- **Computers/Peripherals/Other Office Machines:** Computer
- **Computer Software:** Electronic Mail Software (Microsoft Outlook preferred); Spreadsheet and Word Processing Software, (Microsoft Excel and Word preferred); Web proficiency.
- **Other Tools/Devices/Machines (including Vehicles):** No other tools, devices or machines are required in order to perform the essential functions of the position.

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**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the office is usually moderate (computers, printers, light foot traffic).

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

*Employee Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

\_\_\_\_\_  
*Supervisor Signature*

\_\_\_\_\_  
*Date*

Reviewed by:	Title:	Date: (most recent)
Reviewed by:	Title:	Date:

Approved by:	Title:	Date:
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DRAFT



**Job Title:** (MVCA) State and Federal Programs Coordinator  
**Department:** School Services, MVCA  
**Reports To:** Head of School  
**FLSA Status:** Exempt  
**Job Level:** Manager  
**Job Code:** TITLEPCO – TITLE PROGRAMS COORDINATOR

**SUMMARY:** The State and Federal Programs Coordinator coordinates all state and federal programs for the district, and provides guidance and oversight of personnel and programs to ensure compliance with funding guidelines and the school plan. Facilitates necessary meetings among stakeholders to ensure decision making represents collective needs and goals of the district. (90% Title I funded, 10% General funded)

**ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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- Coordinates all state and federal programs; Provides oversight to ensure that the student academic performance, progress and attendance is compliant with federal and state program guidelines and the school plan; Develops systems to facilitate effective and efficient implementation of the all restricted funds
- Meets regularly with administrators to provide training and guidance regarding regulations and guidelines, budget development and monitoring, and provide support.
- Manages/helps manage teaching staff; Coordinates teaching staff training, evaluation and professional development with leadership team;
- Oversees budget compliance for state and federal programs in cooperation with the Finance Director
- Work with School Operations and Head of School to prepare reports, perform monitoring and audits;
- Researches and implements non-K12 curriculum resources to meet state standards;
- Develops and maintains relationships with districts, educational stakeholders, and the state and federal programs
- Participates in school administration meetings and attends additional meetings and summits as necessary.

**Competencies:** To perform the job successfully, an individual should demonstrate the following competencies.

- **Adaptability/Flexibility:** Adapts to change, is open to new ideas, takes on new responsibilities, handles pressure, and adjusts plans to meet changing needs.
- **Integrity/Ethics:** Deals with others in a straightforward and honest manner, is accountable for actions, maintains confidentiality, supports company values, and conveys good news and bad.
- **Teamwork:** Meets all team deadlines and responsibilities, listens to others and values opinions, helps team leader to meet goals, welcomes newcomers and promotes a team atmosphere.
- **Organization:** Detailed oriented with the ability to develop systems that facilitate effectiveness and efficiency for all stakeholders

**Supervisory Responsibilities:** Collaboratively with principals, supervises 20-25 Full-Time Equivalents (FTE). Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's degree in Business, Education or a related field AND
- Five (5) years education work experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED EXPERIENCE, KNOWLEDGE, SKILLS & ABILITIES:**

- Knowledge of federal and state regulations
- Strong written and verbal communication skills
- Leadership experience in an educational setting
- Strong organizational and time management skills
- Experience using a student information system and/or other type of database
- Proficiency in Microsoft Excel, Word, PowerPoint and Outlook
- Ability to travel as needed for meetings and professional development
- Ability to pass required background check

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**DESIRED QUALIFICATIONS:**

- School administration experience
- Experience supervising educators
- Experience in a charter school environment

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home based position. This position will require occasional travel for meetings, professional development, and testing.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

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*Employee Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Supervisor Signature*

\_\_\_\_\_  
*Date*

Reviewed by:	Title:	Date: (most recent)
Reviewed by:	Title:	Date:
Approved by:	Title:	Date:

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**ESSENTIAL PHYSICAL REQUIREMENTS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **Working with Fingers:** Ability to type, sort through pages/papers, or otherwise work with fingers (including thumb) and palm frequently each day.
- **Repetitive Motion:** Ability to move wrists, hands, and/or fingers such as in typing frequently each day.
- **Sitting:** Ability to sit much of the day.
- **Visual:** Ability to see and read PC screens, and normal type size print.
- **Hearing:** Ability to answer/route telephone calls, and understand what clients and co-workers are saying in normal conversation.

**ESSENTIAL MENTAL REQUIREMENTS:** The mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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- **Comprehension:** Ability to understand, remember, and apply oral and/or written instructions or other information. Ability to understand, remember, and communicate routine, factual information. Ability to understand complex problems and to collaborate and explore alternative solutions.
- **Organization:** Ability to organize thoughts and ideas into understandable terminology. Ability to organize and prioritize work schedules for self and others on short-and long-term basis.
- **Reasoning/Decision-Making:** Ability to apply common sense in performing job. Ability to make decisions which have significant impact on the school's credibility, operations, and services.
- **Communication:** Ability to understand and follow basic instructions and guidelines. Ability to complete routine forms, use existing form letters and/or conduct routine oral communication. Ability to compose letters, outlines, memoranda, and basic reports and/or to orally communicate technical information. Ability to communicate with individuals utilizing a telephone and computer; requires ability to hear and speak effectively on the phone. Ability to express or exchange ideas by means of the spoken word, communicating orally with others accurately, expeditiously and at sufficient volume. Ability to speak before groups/make presentations. Ability to compose materials such as detailed reports, work-related manuals, publications of significant scope or impact, etc.
- **Mathematics:** Ability to count accurately. Ability to add, subtract, multiply, divide and to record, balance, and check results for accuracy. Ability to compute, analyze, and interpret numerical data for reporting purposes.

	<b>Job Title:</b>	<b>MTSS Coordinator</b>
	<b>Department:</b>	<b>School Services</b>
	<b>Reports To:</b>	<b>Executive Director</b>
	<b>Job Level:</b>	<b>Individual Contributor</b>
	<b>Job Code:</b>	<b>PEACCE1 Certified Supp Associate</b>
	<b>FLSA Status:</b>	<b>Exempt</b>

**SUMMARY:** The Multi-Tiered Systems of Support (MTSS) Coordinator oversees all tiers of MTSS interventions.

**ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

As MTSS Coordinator, the position:

- Ensures the implementation the 3-tier MTSS instructional system to increase student achievement;
- Oversees data collection and progress monitoring at every tier; Uses data to help teachers plan whole and small group instruction and help teachers identify and group students who need additional help;
- Collects and maintains all Tiers of MTSS data
- Serves as a daily resource to school administrators, school leadership teams, and other stakeholders regarding Tier 2 MTSS issues.
- Collaborates with teachers, advisors, counselors, and additional district personnel to coordinate and track Tier 2 interventions.
- Provides ongoing training and support to school/district staff regarding MTSS and the implementation of MTSS and data collection procedures.
- Supports teachers in documenting student progress;
- Works with the special education team to facilitate eligibility for special education;

**Competencies:** To perform the job successfully, an individual should demonstrate the following competencies.

- **Adaptability/Flexibility:** Adapts to change, is open to new ideas, takes on new responsibilities, handles pressure, and adjusts plans to meet changing needs.
- **Integrity/Ethics:** Deals with others in a straightforward and honest manner, is accountable for actions, maintains confidentiality, supports company values, and conveys good news and bad.
- **Teamwork:** Meets all team deadlines and responsibilities, listens to others and values opinions, helps team leader to meet goals, welcomes newcomers and promotes a team atmosphere.

**Supervisory Responsibilities:** This position has no supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND

- Three (3) years of related professional experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED SKILLS & ABILITIES:**

- Proficient in Microsoft Outlook, Excel and Word
- Able to pass required background check

**DESIRED QUALIFICATIONS:**

- Three (3) years of directly related experience in an online school setting

**REQUIRED COMPUTER AND OTHER EQUIPMENT/DEVICE SKILLS:**

- **Computers/Peripherals/Other Office Machines:** Computer
- **Computer Software:** Electronic Mail Software (Microsoft Outlook preferred); Spreadsheet and Word Processing Software, (Microsoft Excel and Word preferred); Presentation Software, (Microsoft PowerPoint preferred); Database Software; Web proficiency.
- **Other Tools/Devices/Machines (including Vehicles):** No other tools, devices or machines are required in order to perform the essential functions of the position.

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**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a remote, home-based position.


The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

	<b>Job Title:</b>	<b>Lead Teacher</b>
	<b>Alternate Job Title:</b>	<b>Lead Teacher</b>
	<b>Job Code:</b>	<b>PEACGE2 PEACGG2 PEACGM2 PEACGH2</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>General Education</b>
	<b>Level:</b>	<b>2</b>

**SUMMARY:** The Lead Teacher is a highly qualified, state certified teacher responsible for delivering specific course content in an on-line environment. Teachers provide instruction, support and guidance, manage the learning process, and focus on students' individual needs. Additionally, the Lead Teacher acts as a member of the school leadership team, managing/supervising and/or mentoring teachers and supporting virtual academy (VA) efforts to improve student performance.

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**ESSENTIAL FUNCTIONS:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Functions as a member of the school leadership team; Manages/supervises and/or mentors teachers in the VA providing coaching and formal evaluation; Strives to proactively address identified needs and support VA efforts to improve student performance;
- Orients teachers, communicates requirements, sets and enforces deadlines, maintains regular office hours to support teachers and students; Understands how both diverse and unique characteristics of students and their families impact required support from both the homeroom teacher and the Lead teacher;
- Learns the entire K12 curriculum for assigned grade levels and is able to demonstrate knowledge of how state standards align with it; Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools;
- Takes ownership for student's academic progress and attendance, communicates high expectations and shows an active interest in student's achievement by supporting the homeroom teachers in their efforts, establishes and maintains a positive rapport with families and teachers, conducts data driven conferences with teachers
- Supports teachers with curricular and instructional issues, balances the flexibility of the K12 curriculum with Academy policies and procedures,
- Lead Teachers focus on one or more ongoing tasks/projects related to managing school operations such as: recruiting/interviewing teaching candidates; training new teachers; implementing teacher evaluation processes; assisting with student-teacher matching; maintaining uniformity among teaching procedures; developing and implementing school policies/procedures; acting as a curriculum expert for a grade level/series of grade levels; coordinating aspects of testing readiness; assisting teachers in addressing low attendance and progress issues; preparing regular reports/facilitating communications; and assisting with marketing events.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned.

- Assists with the development and implementation all policies and procedures related to teaching and learning;
- Helps develop and implement a data driven program design that has synergy with K12 curriculum;
- Collaborates with peers in order to provide a positive experience for students;
- Assists with the assurance that their direct reports meet all the standards and expectations outlined;

- Assists with the promotion of professional development of teachers through the implementation of Data Driven Instruction;
- Assists with the development and dissemination of “best practices” in the virtual school setting;
- Plans/implements data driven professional learning activities;
- Work collaboratively with others to achieve school performance goals;
- Serves as a liaison between parents and teachers along with the school administrative team;
- Presents and leads various meeting school department/team meetings;
- Travels to, participates and presents in regular staff meetings and professional development sessions;
- Maintains records regarding students in accordance with school policy and state requirements; prepares reports regarding students and classroom matters as directed.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor’s degree in education or related field AND
- Three (3) years of successful teaching experience including experience as a virtual teacher OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Appropriate state teaching certification.

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**OTHER REQUIRED QUALIFICATIONS:**

- Knowledgeable of state and charter school law and regulations
- Knowledgeable of the State Performance Standards
- Demonstrated leadership skills
- Exceptionally strong verbal and written communication skills
- Strong organizational skills
- Experienced in Word, Excel, PowerPoint, and able to learn specific student management system(s)
- Ability to travel up to 25% of the time for work as may be required for training, professional development, meetings, etc.
- Ability to pass required background check.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

	<b>Job Title:</b>	<b>Lead Teacher</b>
	<b>Alternate Job Title:</b>	<b>Literacy Instructional Coach</b>
	<b>Job Code:</b>	<b>PEACGE2 PEACGG2 PEACGM2 PEACGH2</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>General Education</b>
	<b>Level:</b>	<b>2</b>

**SUMMARY:** The Lead Teacher is a highly qualified, state certified teacher responsible for delivering specific course content in an on-line environment. Teachers provide instruction, support and guidance, manage the learning process, and focus on students' individual needs. Additionally, the Lead Teacher acts as a member of the school leadership team, managing/supervising and/or mentoring teachers and supporting virtual academy (VA) efforts to improve student performance.

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**ESSENTIAL FUNCTIONS:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Functions as a member of the school leadership team; Manages/supervises and/or mentors teachers in the VA providing coaching and formal evaluation; Strives to proactively address identified needs and support VA efforts to improve student performance;
- Orients teachers, communicates requirements, sets and enforces deadlines, maintains regular office hours to support teachers and students; Understands how both diverse and unique characteristics of students and their families impact required support from both the homeroom teacher and the Lead teacher;
- Learns the entire K12 curriculum for assigned grade levels and is able to demonstrate knowledge of how state standards align with it; Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools;
- Takes ownership for student's academic progress and attendance, communicates high expectations and shows an active interest in student's achievement by supporting the homeroom teachers in their efforts, establishes and maintains a positive rapport with families and teachers, conducts data driven conferences with teachers
- Supports teachers with curricular and instructional issues, balances the flexibility of the K12 curriculum with Academy policies and procedures,
- Lead Teachers focus on one or more ongoing tasks/projects related to managing school operations such as: recruiting/interviewing teaching candidates; training new teachers; implementing teacher evaluation processes; assisting with student-teacher matching; maintaining uniformity among teaching procedures; developing and implementing school policies/procedures; acting as a curriculum expert for a grade level/series of grade levels; coordinating aspects of testing readiness; assisting teachers in addressing low attendance and progress issues; preparing regular reports/facilitating communications; and assisting with marketing events.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned.

- Assists with the development and implementation all policies and procedures related to teaching and learning;
- Helps develop and implement a data driven program design that has synergy with K12 curriculum;
- Collaborates with peers in order to provide a positive experience for students;
- Assists with the assurance that their direct reports meet all the standards and expectations outlined;

- Assists with the promotion of professional development of teachers through the implementation of Data Driven Instruction;
- Assists with the development and dissemination of “best practices” in the virtual school setting;
- Plans/implements data driven professional learning activities;
- Work collaboratively with others to achieve school performance goals;
- Serves as a liaison between parents and teachers along with the school administrative team;
- Presents and leads various meeting school department/team meetings;
- Travels to, participates and presents in regular staff meetings and professional development sessions;
- Maintains records regarding students in accordance with school policy and state requirements; prepares reports regarding students and classroom matters as directed.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor’s degree in education or related field AND
- Three (3) years of successful teaching experience including experience as a virtual teacher OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Appropriate state teaching certification.

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**OTHER REQUIRED QUALIFICATIONS:**

- Knowledgeable of state and charter school law and regulations
- Knowledgeable of the State Performance Standards
- Demonstrated leadership skills
- Exceptionally strong verbal and written communication skills
- Strong organizational skills
- Experienced in Word, Excel, PowerPoint, and able to learn specific student management system(s)
- Ability to travel up to 25% of the time for work as may be required for training, professional development, meetings, etc.
- Ability to pass required background check.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

	<b>Job Title:</b>	<b>Lead Teacher</b>
	<b>Alternate Job Title:</b>	<b>Math Coach</b>
	<b>Job Code:</b>	<b>PEACGE2 PEACGG2 PEACGM2 PEACGH2</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>General Education</b>
	<b>Level:</b>	<b>2</b>

**SUMMARY:** The Lead Teacher is a highly qualified, state certified teacher responsible for delivering specific course content in an on-line environment. Teachers provide instruction, support and guidance, manage the learning process, and focus on students' individual needs. Additionally, the Lead Teacher acts as a member of the school leadership team, managing/supervising and/or mentoring teachers and supporting virtual academy (VA) efforts to improve student performance.

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**ESSENTIAL FUNCTIONS:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Functions as a member of the school leadership team; Manages/supervises and/or mentors teachers in the VA providing coaching and formal evaluation; Strives to proactively address identified needs and support VA efforts to improve student performance;
- Orients teachers, communicates requirements, sets and enforces deadlines, maintains regular office hours to support teachers and students; Understands how both diverse and unique characteristics of students and their families impact required support from both the homeroom teacher and the Lead teacher;
- Learns the entire K12 curriculum for assigned grade levels and is able to demonstrate knowledge of how state standards align with it; Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools;
- Takes ownership for student's academic progress and attendance, communicates high expectations and shows an active interest in student's achievement by supporting the homeroom teachers in their efforts, establishes and maintains a positive rapport with families and teachers, conducts data driven conferences with teachers
- Supports teachers with curricular and instructional issues, balances the flexibility of the K12 curriculum with Academy policies and procedures,
- Lead Teachers focus on one or more ongoing tasks/projects related to managing school operations such as: recruiting/interviewing teaching candidates; training new teachers; implementing teacher evaluation processes; assisting with student-teacher matching; maintaining uniformity among teaching procedures; developing and implementing school policies/procedures; acting as a curriculum expert for a grade level/series of grade levels; coordinating aspects of testing readiness; assisting teachers in addressing low attendance and progress issues; preparing regular reports/facilitating communications; and assisting with marketing events.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned.

- Assists with the development and implementation all policies and procedures related to teaching and learning;
- Helps develop and implement a data driven program design that has synergy with K12 curriculum;
- Collaborates with peers in order to provide a positive experience for students;
- Assists with the assurance that their direct reports meet all the standards and expectations outlined;

- Assists with the promotion of professional development of teachers through the implementation of Data Driven Instruction;
- Assists with the development and dissemination of “best practices” in the virtual school setting;
- Plans/implements data driven professional learning activities;
- Work collaboratively with others to achieve school performance goals;
- Serves as a liaison between parents and teachers along with the school administrative team;
- Presents and leads various meeting school department/team meetings;
- Travels to, participates and presents in regular staff meetings and professional development sessions;
- Maintains records regarding students in accordance with school policy and state requirements; prepares reports regarding students and classroom matters as directed.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor’s degree in education or related field AND
- Three (3) years of successful teaching experience including experience as a virtual teacher OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Appropriate state teaching certification.

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**OTHER REQUIRED QUALIFICATIONS:**

- Knowledgeable of state and charter school law and regulations
- Knowledgeable of the State Performance Standards
- Demonstrated leadership skills
- Exceptionally strong verbal and written communication skills
- Strong organizational skills
- Experienced in Word, Excel, PowerPoint, and able to learn specific student management system(s)
- Ability to travel up to 25% of the time for work as may be required for training, professional development, meetings, etc.
- Ability to pass required background check.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

	<b>Job Title:</b>	<b>School Operations Admin 3</b>
	<b>Alternate Job Title:</b>	<b>School Operations Support Specialist</b>
	<b>Job Code:</b>	<b>ANACSO3</b>
	<b>Career Track:</b>	<b>Administrative</b>
	<b>FLSA Status:</b>	<b>Non-Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Support Operations</b>
	<b>Level:</b>	<b>3</b>

**SUMMARY:** The School Operations Support Specialist, Level 3 performs and/or supports various aspects of school operations with an emphasis on compliance activities at all levels, internal and external to the K12 organization.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Works closely with School Operations Manager to manage projects and perform systems tasks for major school events, such as weekly enrollment, Re-Registration, Semester End Transition, and Year End Transition;
- Mentor, train and advise peers on key registrar team deliverables.
- Works with School Operations Manager and administrative staff to ensure the school is in compliance with and meets all audit requirements;
- Maintain and ensure student academic records and processes (including but not limited to graduation plans, report cards, transcripts, records distribution) are in accordance with school operations and accreditation policies
- Assists School Operations Manager with the development and drafting of school policies and procedures, e.g. assists with the Company's efforts nationally to develop policies and procedures, training standards and curriculum enhancements;
- Fosters strong working relationships with Academics, Operations, Enrollment, Sales and Account Management as well as vendors, districts, state and other education stakeholders;
- Provide troubleshooting and solutions in a timely manner to more intricate customer issues, requests, and problems utilizing critical thinking, knowledge of alternative academic paths and advanced knowledge of systems, products, and processes
- Identify and work with management and cross-functional teams to implement changes to existing procedures to support department goals and requirements
- Contribute to the integrity, confidentiality, and security of all student records per policy
- Adheres to organization's best practices and solutions to ensure operational efficiency and optimal customer experience
- Responsible for MCIR (immunization) reporting
- Lead pupil accounting audit
- Generates and maintains electronic data records for child accounting, special education child accounting, and residency requirements
- Assists with state reporting
- Assists with a wide variety of teacher and staff support issues, including but not limited to, solving or escalating basic systems and technology problems, ordering and reclaiming equipment and materials, and responding to inquiries and teaching staff and teachers about K12 systems;

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND
- One (1) to three (3) years of operations, project, or product management/support experience OR

- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Strong attention to detail, including proof-reading and editing skills
- Strong written and verbal communication skills
- Strong technology skills
- Ability to multi-task under time pressure while remaining calm
- Experience using search engines (internet) for research projects
- Experience using a student information system and/or other type of database
- Proficient in MS Excel, MSWord, and Outlook
- Ability to pass required background check

**DESIRED QUALIFICATIONS:**

- Formal project management experience in fast-paced or start-up environment

**WORK ENVIRONMENT:** This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

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**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

**Job Title:** School Operations Admin 1  
**Alternate Job Title:** Registrar 1  
**Job Code:** ANACSO1  
**Career Track:** Administrative  
**FLSA Status:** Non-Exempt  
**Job Family:** Academics  
**Job Subfamily:** Support Operations  
**Level:** 1

**SUMMARY:** The Private School Registrar is a member of Stride's Private School Registrar Team. The Registrar team is responsible for the maintenance, processing, and integrity of Stride's Private School student academic records. The Registrar supports both internal and external stakeholders assisting with the enrollment, withdrawal, and transfer of students as needed. This position is also responsible for organizing, collecting, and distributing records, as well as end of term grade approvals, assisting with transcript evaluations, and graduation planning.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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- Obtain student records from prior institutions to ensure student satisfaction of graduation requirements and compliancy
- Review, create, process, maintain, and distribute student academic records (including but not limited to graduation plans, report cards, transcripts, records distribution) in accordance with school operations and accreditation policies and deadlines
- Compile and distribute final graduation packages (diplomas, awards, official transcripts, etc.)
- Provide troubleshooting and solution in a timely manner to routine customer issues, requests, and problems, referring more complex issues to Senior Registrars
- Adapt to changes in existing procedures as needed to meet operational goals or organizational requirements
- Work with team to evolve registrar operational best practices
- Work collaboratively with Operations, Enrollment and Academic teams to support the student experience
- Contribute to the integrity, confidentiality, and security of all student records per policy
- Adhere to organization's best practices and solutions to ensure operational efficiency and optimal customer experience

**Supervisory Responsibilities:**

This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- High School Diploma or GED
- Zero to One year of related work experience

**Certificates and Licenses:** None required – Notary Preferred

**OTHER REQUIRED QUALIFICATIONS:**

- Flexibility in working hours to include increased volume supporting start and end of school terms
- Microsoft Office (Outlook, Word, Excel)
- High level of attention to detail with focus on quality and accuracy
- Team player with positive, flexible attitude, integrity with strong interpersonal skills
- Ability to communicate customer friendly messaging as needed via email or telephone
- Ability to pass required background check

**DESIRED QUALIFICATIONS:**

- Prior K12 experience is highly desirable
- Experience with K-12 student records and knowledge of student progression plans and credit requirements
- Experience with Salesforce and TotalView a plus
- Ability to learn new technology tools quickly (e.g., database and web-based tools)
- Experience using student information systems, learning management systems, and other types of databases
- Bachelor's degree
- Bi-lingual
- Prior experience providing exceptional customer support

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

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**Job Title:** School Operations Administrator 2  
**Alternate Job Title:** Special Education Registrar  
**Job Code:** ANACS02  
**Career Track:** Administrative  
**FLSA Status:** Non-Exempt  
**Job Family:** Academics  
**Job Subfamily:** Support Operations  
**Level:** 2

**SUMMARY:** The Special Education Registrar supports Special Education office by overseeing the processing requests for both new Special Education enrollments and withdrawals in the applicable systems, maintaining student files and records that are Special Education in nature, course placement for students with disabilities, performing routine administrative duties and facilitating communication with various stakeholders.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Requests and tracks receipt of records for newly enrolled Special Education students; prepares mass data imports for new students within prescribed time frames.
- Processes student withdrawals for students with disabilities; fulfills records requests for withdrawn students within prescribed time frames.
- Processes parent contact and data information changes in Special Education systems.
- Maintains school and state student-level databases, including data entry.
- Creates customized special education reports as requested.
- Creates and maintains Special Education students' cumulative files and other student records; audits for accuracy on at least an annual basis; establishes and maintains secure access to student records; ensures proper disposal of student records.
- Maintains and scans received files for all students with disabilities.
- Serves as primary point of contact for families, teachers, staff, and other schools regarding accessing student information and records for students with disabilities.
- Assists with national K12 efforts in training, process enhancement, etc.; facilitates communications between local schools, K12 and school districts as needed.
- Support school outings and professional learning events as requested.
- Ensures that school personnel comply with the Family Educational Rights and Privacy Act (FERPA).
- Assists the Special Education enrollment process with specific duties assigned by the Associate Special Education Director- Operations/Compliance.
- Assigns courses for students with disabilities upon guidance for the Special Education manager; and
- Ensures all Special Education state reporting is completed in a timely manner; alerts the Special Education Associate Director to any issues regarding timelines.

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**Supervisory Responsibilities:** This position has no supervisory duties.

**MINIMUM REQUIRED QUALIFICATIONS:**

- High school diploma or equivalent AND
- One (1) year of related work experience OR
- An equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Excellent organizational and time management skills
- Maintain confidentiality
- Strong written and verbal communication skills

- Professional experience using Microsoft Excel, Word, and Outlook
- Experience using search engines (internet) for research
- Experience using a student information system and/or other type of database
- Detail oriented, able to identify errors in student data and information
- Able to multi-task, get tasks done quickly and accurately
- Customer service oriented
- Communicate professionally and tactfully through all communications
- Flexible, team-player; adapts to changing office environment
- Basic proficiency in Microsoft Outlook, Excel, and Word; familiarity with ability to enter and retrieve information from databases
- Has a willingness to obtain special licenses or certificates such as Notary, first aid, and CPR
- Ability to travel 10% of time for meetings, professional development, etc.
- Ability to lift to 25lbs
- Ability to pass required background check.

**DESIRED QUALIFICATIONS:**


- Associate's degree
- Experience working in a public-school environment

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**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

	<b>Job Title:</b>	<b>School Operations Admin 1</b>
	<b>Alternate Job Title:</b>	<b>Office Administrator</b>
	<b>Job Code:</b>	<b>ANACSO1</b>
	<b>Career Track:</b>	<b>Administrative</b>
	<b>FLSA Status:</b>	<b>Exempt or Non-Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Support</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The Office Administrator provides general administrative support services to the Office staff including processing mail, ordering supplies, maintaining office equipment, and other duties that create a pleasant, organized work environment which promotes productivity. The position coordinates events, assists with special projects as requested, and is supremely attentive to facilitating effective communication.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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- Supervises the maintenance and alteration of office areas and equipment, as well as layout arrangement and housekeeping of office facilities;
- Assists with inventory and supervises maintenance of all office equipment, supplies, and services; fulfills approved materials requests; reviews and approves office supply requisitions and makes approved purchases;
- Responsible for the facilities day-to-day operations (such as distributing building access keys and back-up to security access cards, etc.);
- Greets guests who visit the office; manages the general information email address; handles all incoming calls and the telephone system as a whole;
- Sorts and distributes mail; coordinates all incoming/outgoing package processes on-site (Fed-Ex, UPS, courier service); acts as K12's point-of-contact for questions regarding logistics and shipping; maintains stamps, mailing and package shipment supplies; processes incoming and out-going faxes;
- Sets up conference calls, meetings and office functions both on and off-site; coordinates special events; creates and maintains administrative calendars in Outlook, as needed;
- Keeps all conference rooms, kitchen and general traffic areas clean and in order.

**Supervisory Responsibilities:** This position has no supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- High School Diploma or General Education Development (GED) Certificate AND
- Three (3) years of related experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Great organizational and time management skills
- Experience using search engines (Internet) for research projects


- Strong written and verbal communication skills
- Working knowledge of digital phone systems (PBX or other)
- Professional experience using Microsoft Office (Outlook, Word, Excel)
- Ability to pass required background check

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

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	<b>Job Title:</b>	<b>School Operations Administrator 1</b>
	<b>Alternate Job Title:</b>	<b>Student Attendance Specialist</b>
	<b>Job Code:</b>	<b>ANACSO1</b>
	<b>Career Track:</b>	<b>Administrative</b>
	<b>FLSA Status:</b>	<b>Non-Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Support Operations</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The Student Attendance Specialist ensures that school age children are attending school regularly by investigating causes of unexcused or excessive absences, communicating with families and assisting them in problem-solving, issuing attendance-based warnings, and helping to represent the school if cases go to court.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Coordinates school-wide attendance efforts and absenteeism prevention programming with a two-fold focus 1) educating families on the importance of attendance with a focus on prevention and 2) intervening to fix the underlying issues that lead to absenteeism;
- Works with teachers to monitor student adherence to the school's attendance policies;
  - Emails, calls and sends auto-dial notices to targeted student population;
  - Recommends families to the appropriate administrator for truancy intervention meetings as necessary;
  - Attends truancy meetings with school administrators;
- Ensures state compliancy guidelines are met for student attendance, progress and system logins;
- Ensures school policy and state requirements are met regarding all attendance withdrawals;
- Produces attendance/truancy reports for the school, county and state, as required;
- Works with the Student Support Team to assist students in situations where referral to service agencies are necessary;
- Works with families and teachers to develop individualized action plans to increase student attendance and engagement;
- Works with the Student Support Administrator, Head of School and local school board to develop improved procedures that address attendance;
- Works with families and student support staff to prevent juvenile delinquency;
- Develops and implements educational workshops related to absenteeism for school staff and families;
- Assists staff on projects regarding student attendance/truancy.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- High School Diploma or General Equivalency Degree (GED) Certificate AND
- Two (2) years of truancy experience OR
- Equivalent combination of education and experience.

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- :
- Knowledge of state school attendance laws, and other pertinent laws regarding K-12 education;
  - Knowledge of state specific court procedures regarding truancy;
  - Familiarity with online learning environment;
  - Strong organizational and time management skills;
  - Strong written and verbal communication skills;
  - Microsoft Office Suite (Word, Excel, PowerPoint, Outlook, etc.);

- Ability to travel 25% of the time;
- Ability to pass required background check.

**DESIRED QUALIFICATIONS:**

- Three (3) years of experience working with families in similar capacity, enrollment or truancy
- Post-secondary degree especially in Education, Counseling, Human Services or related field of study.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position but may require one or more days a week in the office as determined by the supervisor.

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**Job Title:** School Operations Associate  
**Alternate Job Title:** Testing Coordinator  
**Job Code:** PEACSO1  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Operations  
**Level:** 1

**SUMMARY:** The Testing Coordinator manages all aspects of state mandated testing and assessment programs for schools within the state.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Manages all school and state mandated assessment programs including Scantron, ELL assessments, and AP Exams etc., including make-up testing.
- Researches and secures facilities throughout the state for all in-person testing, maintaining communication to revisit needs prior to each administration, as needed.
- Attends district, state, K12, and regional trainings and ensures knowledge transfer with appropriate personnel; Trains staff in appropriate District and State testing procedures (prior to each administration).
- Tracks enrollment and orders testing materials; accordingly, ensures accuracy of testing materials.
- Creates test security plans and Test Administration Plans and documents needed for implementation of the plan; Monitors state testing to ensure all regulations and rules are followed; Investigates and prepares reports for reported test irregularities.
- Trains Site Coordinators in appropriate procedures for coordinating testing at their location; Supervises, monitors, and maintains regular communications with all Site Coordinators.
- Develops staffing plans and works with Administration to onboard staff for testing.
- Develops communications to parents and staff regarding state testing.
- Works with School Operations Manager to update and maintain the Testing Database; Maintains testing planning and tracking tools throughout the year; Tracks student accommodations for Special Education, 504, and general education students.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities and/or duties required; other duties may be assigned.

- Oversees processes for sorting, packing, and shipping materials to sites; Regularly inventories and orders non-secure testing supplies for each administration.
- Collaborates with the Special Education Manager on the implementation of state testing and the needs for alternate assessment testers.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND
- Two (2) years of experience in test administration/protocols OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Excellent organizational and time management skills
- Ability to do occasional moderate lifting
- Professional experience using Microsoft Excel, Word, Outlook; Familiarity with using databases; Web proficiency

- Ability to travel 20% of the time
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Familiarity with state testing
- Current state teacher's certificate
- Experience teaching in the classroom and administering standardized tests
- Experience with virtual/online education


**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.**

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# Family Compliance Liaison

<p>WHO ARE WE?</p>  <p><b>K12</b> A Stride Company</p> <ul style="list-style-type: none"><li>• <a href="#">About us</a></li><li>• <a href="#">K12 Produces Results</a></li><li>• <a href="#">thinkTANK12</a></li></ul>	
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K12, a Stride Company, believes in Education for ANY ONE. We provide families an online option for a high-quality, personalized education experience. Students can thrive, find their passion, and learn in an environment that encourages discovery at their own pace. In support of this, we are committed to creating and maintaining a culture of inclusion and diversity where our employees are passionate about serving students and families, treat one another and customers with respect, challenge each other to innovate and always strive to do better.

The Special Programs High School Graduation Coach works with all departments to identify and provide interventions and support services to students with an IEP that are at risk of not graduating on time, and to help ensure that students are college or career ready upon graduation. The High School Graduation Coach position ensures that school-age children are attending school regularly by investigating causes of unexcused or excessive absences, communicating with families and assisting them in problem solving, issuing attendance-based warnings, and helping to represent the school if cases go to court.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Maintains student database related to course progress for students supported
- Utilizes early warning indicators to identify high school students who are most likely at risk of not graduating
- Participates in school-wide attendance efforts and absenteeism prevention programming with a two-fold focus: 1) Educate families on the importance of

attendance with a focus on prevention and 2) Intervene to address underlying issues that lead to absenteeism

- Works with HS Special Education teachers to monitor student adherence to the school's attendance policies;
  - Emails, calls texts, and sends auto-dial notices to targeted student population;
  - Recommends families to the appropriate administrator for truancy intervention meetings as necessary
- Works closely with AA-SP and collects data to determine effectiveness of strategies and initiatives;
- Works with families and special education teachers to develop individualized action plans to increase student attendance and engagement
- Works with teachers and counselors to develop individualized plans with academic and post-secondary goals including interventions to increase likelihood that at risk students will stay in school and graduate;
- Works with families and student support staff to prevent juvenile delinquency
- Communicates high expectations and shows an active interest in student's achievement, establishes and maintains a positive rapport with families; communicates regularly with parents and students at risk of not graduating.

592

**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities and/or duties required; other duties may be assigned.

- Collaborates with peers in order to provide a positive experience for students;
- Travels to and participate in professional development sessions and school outings;
- Proctor state testing examinations as needed
- Participates in the school's self and peer evaluation programs;

**MINIMUM REQUIRED QUALIFICATIONS:**

- Experience working in an educational setting
- Three (3) years advising or leadership experience
- Equivalent combination of education and experience
- HS Diploma and 2 years of college experience

**Certificates and Licenses:** None required

**OTHER REQUIRED EXPERIENCE, KNOWLEDGE, SKILLS & ABILITIES:**

- Knowledge of state graduation criteria
- Knowledge of community resources
- Strong interpersonal skills with both in-person and electronic communication platforms and a customer service orientation
- Ability to learn new technology skills quickly
- Microsoft Office (Outlook, Word, Excel, PowerPoint); Web proficiency
- Ability to travel occasionally for collaboration and maintenance of records, state testing, professional development, outings and school planning meetings
- Ability to pass required background check

**Residency Requirement:** Must be a Michigan resident

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**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position with minimal travel requirements.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

*Stride, Inc. is a Federal Contractor, an Equal Opportunity/Affirmative Action Employer and a Drug-Free Workplace. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, protected Veteran status age, or genetics, or any other characteristic protected by law.*

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Equal Opportunity Employer/Protected Veterans/Individuals with Disabilities

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

**Job Title:** Certified Support Associate  
**Alternate Job Title:** Special Education Compliance Coordinator  
**Job Code:** PEACCE1  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Certified Support  
**Level:** 1

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**SUMMARY:** The Special Education Compliance Coordinator is a critical participant in the implementation of all policies and procedures related to Special Education programs. The incumbent will be responsible for maintaining relationships with state/regional/district level special education leaders and keeping the schools compliant with deadlines related to special education programs. This position will ensure all special education reporting and compliance requirements are met at all partner school districts.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Assist with the implementation of all policies and procedures related to Special Education programs
- Create and maintain relationships with state/regional/district-level special education leaders
- Develop contacts with special education related service providers
- Request special education records from student's resident school district and check for compliance and currency
- Assist with all special education reporting, e.g. school, local, state, and federal
- Work with Special Education Director, teachers and Executive Director on compliance-related issues
- Track and Inform teachers of compliancy dates for Individual Educational Plans (IEP)
- Works directly with parents and students (both regular and special education) where necessary
- Contact students and families for entry ARD/IEP meetings, schedules meetings, distribute IEPs and evaluations to teachers
- Manage class loads and teacher assignments
- Coordinate and organize student special education records for partner school districts

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**REQUIRED QUALIFICATIONS:**

- Two (2) years of relevant experience and bachelor's degree in appropriate field of study or equivalent combination of education and experience.
- Great organizational and time management skills
- MS365 Proficient
- Ability to clear required background check

**Certificates and Licenses:** Special Education Teacher Certification

**PREFERRED QUALIFICATIONS:**


- Diagnostician Certification
- Experience teaching in both online and in a brick-and-mortar environments

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This position is remote and open to residents of the 50 states, D.C.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.



	<b>Job Title:</b>	<b>Certified Support Associate</b>
	<b>Alternate Job Title:</b>	<b>Transition Coordinator</b>
	<b>Job Code:</b>	<b>PEACCE1 - Certified Supp Associate</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Non-Instructional student support</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The Transition Coordinator oversees all Special Education/IEP transition plan related activities at the district level. The role assists staff in providing special education and transition services that are critical to the success of students with disabilities by providing guidance and training in a manner that is compliant with all pertinent laws and regulations. Services are provided for all levels of transition planning including, Middle School into High School and High School into the workforce or postsecondary training/education. The position also assists in the completion of related reports that may be required by the school, state and/or federal government and facilitates communications between students, parents, staff/school administration and agencies.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Serves as consultant and in-service leader to teachers in the coordination of transition activities;
- Assists in preparing for/conducting needed in-service trainings including a special education orientation;
- Oversees all interagency linkages for special education transitions;
- Acts as a resource to special education teachers by keeping current with research and special education laws and attending professional development events in order to disseminate knowledge gained and solicit teacher feedback to identify training opportunities;
- Coordinates transition services for special education students;
- Communicates/educates/responds to questions from administrators, teachers, students, parents, and agencies regarding transition services available for special education students;
- Serves as liaison to vocational/transition agencies;
- Ensures compliance with all Federal/State/District requirements for maintaining files;
- Attends agency meetings as school representative.

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**Supervisory Responsibilities:**

This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree in Education or related field AND
- 3 years classroom experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Special Education Certification, OR Transition-to-Work or Secondary Technical Education Certification, OR School Counselor Certification, OR Career Technical Education Certification

**OTHER REQUIRED QUALIFICATIONS:**

- Proficiency in MS Office (Word, Excel, Outlook, etc.)
- Ability to travel up to 25% of time as needed for meetings, professional development
- Ability to clear required background check

**DESIRED QUALIFICATIONS:** None specified

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

# Job Details: Child Find Coordinator

## Description

WHO ARE WE?



**A Stride Company**

- [About us](#)
- [K12 Produces Results](#)
- [thinkTANK12](#)

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K12, a Stride Company, believes in Education for ANY ONE. We provide families an online option for a high-quality, personalized education experience. Students can thrive, find their passion, and learn in an environment that encourages discovery at their own pace. In support of this, we are committed to creating and maintaining a culture of inclusion and diversity where our employees are passionate about serving students and families, treat one another and customers with respect, challenge each other to innovate and always strive to do better.

Passionate Educators are needed at the Stride K12 partner school, MVCA. We want you to be a part of our talented team!

The Child Find Coordinator is responsible for overseeing the *Child Find Process*, including referrals for Special Education initial evaluations. This position reports to the Manager, Special Programs, and interacts on a daily basis with families, school administrators, teachers, related services providers, and on a less frequent basis with compliance monitors in order to successfully perform the work.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Facilitates and ensures the implementation of the school district approved processes and data collection policies.
- Develops and maintains all Initial IEP plans and list of eligible students.
- Keeps informed of current state and federal requirements regarding Initial evaluations for special education

- Serves as a daily resource to school administrators, school leadership teams, and other stakeholders regarding Child Find obligation for the school
- Provides ongoing training and support to school/district staff
- Supports teachers in documenting student progress
- Works with student management programs to prepare documentation for meetings.
- Helps provide ongoing training and support to school/district staff regarding MTSS and the implementation of the MTSS process and data collection procedures.
- Coordinates the pre-referral process for special education services for general education students who have been unsuccessful in the Multi-Tier Support Services (MTSS) process, as well as for students whose parents have requested special education testing, and in cases where special education eligible students may be transferring from out of state; Properly completes all associated forms and documentation related to this process.
- Completes initial evaluation for special education services and associated forms/documentation such as initial consent, eligibility recommendations, individualized education program (IEP) etc.; Makes referrals for evaluations by appropriate specialists (speech pathologist, school psychologist, physical therapist, etc.), and coordinates this information within mandated timeframes to determine eligibility or other available general education interventions; Refers eligible students for caseload placement.
- Supports the collection of data and coordination of interventions (MTSS process) with other general education and special education staff.
- Works with the special education team to facilitate eligibility for special education.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's Degree(s) AND
- Three (3) years of related professional experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Current state specific special education endorsement(s).

**OTHER REQUIRED QUALIFICATIONS:**

- Thorough knowledge about and ability to apply understanding of the Individuals with Disabilities Education Act (IDEA) and Family Educational Rights & Privacy Act (FERPA) guidelines

- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 10% of the time
- Ability to clear required background check

**Residency Requirement:** Must be a Michigan resident

**DESIRED QUALIFICATIONS:**

- Three (3) or more years of special education teaching or case management experience
- Three (3) or more years of directly related experience in an online school setting

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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- This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

*Stride, Inc. is a Federal Contractor, an Equal Opportunity/Affirmative Action Employer and a Drug-Free Workplace. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, protected Veteran status age, or genetics, or any other characteristic protected by law.*

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**Equal Opportunity Employer/Protected Veterans/Individuals with Disabilities**

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who

have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

**Job Title:** School Operations Administrator 1  
**Alternate Job Title:** Related Services Coordinator  
**Job Code:** ANACSO1  
**Career Track:** Administrative  
**FLSA Status:** Non-Exempt  
**Job Family:** Academics  
**Job Subfamily:** Support Operations  
**Level:** 1

**SUMMARY:** The Related Services Coordinator serves as the point of contact for all teachers, staff, parents, and service providers regarding any therapy or related services provided to student through an Individualized Education Plan (IEP) or 504 Plan. The position adheres to federal and state procedures, timelines, and all required reporting regarding the acquisition and provision of these services to students.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Builds a network of providers throughout the state within both the private sector and local school districts; Maintains a current, accurate database of related service providers.
- Negotiates rates with providers based on market value of services rendered. Establishes contracts as appropriate; Ensures existing contracts are compliant.
- Maintains awareness of current related services expenditures and annual budget guidelines.
- Ensures appropriate placement of all students requiring any form of related services within guidelines for timeframe and provider proximity.
- Ensures appropriate distribution of most current Individual Education Plan (IEP) goals, quarterly progress reports, and other information to all appropriate stakeholders.
- Maintains tracking tools for students receiving related services; Ensures student attendance at related service sessions.
- Works with therapists/families when conflicts arise; Works with lead teachers on IEP requirements for related service goals and services; Works with school psychologist during evaluation process.
- Works directly with the Compliance Specialist for Related Services and Associate Director of Special Education on verification and approval of all related service bills; Maintains database of all related services, invoices, and students.
- Continuously researches related service options available in the virtual setting.

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**Supervisory Responsibilities:**

This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Associate's degree in business, education or other related field of study AND
- Two (2) years of experience with business contracting process OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Extensive knowledge of special education and/or related services
- Familiarity with Medicaid billing
- Exceptional oral communication skills including on the telephone
- Experience developing and implementing task related procedures with teams
- Strong organizational skills
- Ability to manage resources well – including tools, time, and staff
- Proficiency using Microsoft Excel, Word, Outlook; Experience working with/maintaining a database; Web proficiency.

- Ability to Clear required background check

**DESIRED QUALIFICATIONS:**

- Special Education Teacher or Related Service Licensure
- Experience working with students with special needs and/or their families


**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

# Job Details: School Psychologist

## Description

<p>WHO ARE WE?</p>  <p><b>K12</b> A Stride Company</p> <ul style="list-style-type: none"><li>• <a href="#">About us</a></li><li>• <a href="#">K12 Produces Results</a></li><li>• <a href="#">thinkTANK12</a></li></ul>	•
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K12, a Stride Company, believes in Education for ANY ONE. We provide families an online option for a high-quality, personalized education experience. Students can thrive, find their passion, and learn in an environment that encourages discovery at their own pace. In support of this, we are committed to creating and maintaining a culture of inclusion and diversity where our employees are passionate about serving students and families, treat one another and customers with respect, challenge each other to innovate and always strive to do better.

The School Psychologist provides psychological evaluation services including, but not limited to, assessments, reports, providing related educational recommendations, consultation, therapy, and any other applicable educational services for students of the school.

**Essential Functions:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensure all newly received documents (evaluation team reports, etc.) are compliant
- Take the necessary steps to ensure compliance when necessary
- Ensure all existing documents are compliant following the guidelines set forth by the state
- Administer academic and other assessments to currently enrolled students per mandated time frames
- Lead evaluation team report meetings; Participates in the school's MTSS team

- Assist the Director of Special Programs in developing/leading/participating in professional development for the general education staff, special education staff, and parents of students in special education programs
- Consult with guidance counselors to provide training in various emotional health areas
- Keep abreast of all changing legislative issues impacting special education eligibility
- Provide guidance with the implementation of school, procedures and projects
- Serve on school committees; participates in professional development sessions
- Collaborate with national Stride efforts including participation in special projects and/or task-forces, developing policies and procedures and training.

**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**Residency Requirements:** Must reside in Michigan

**Required Qualifications:**

- Master's degree in related field of study and Michigan School Psychologist certification
- Experience as a school psychologist
- Ability to clear required background check
- Ability to travel throughout the state in order to administer assessments and outside of the state for professional development opportunities

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position with minimal travel

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

*Stride, Inc. is a Federal Contractor, an Equal Opportunity/Affirmative Action Employer and a Drug-Free Workplace. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national*


*origin, age, disability, protected Veteran status age, or genetics, or any other characteristic protected by law.*

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#### Equal Opportunity Employer/Protected Veterans/Individuals with Disabilities

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

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	<b>Job Title:</b>	<b>Certified Support Associate (Exempt)</b>
	<b>Alternate Job Title:</b>	<b>School Social Worker</b>
	<b>Job Code:</b>	<b>PEACCE1</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Certified Support</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The School Social Worker works to help families in situations of crisis, abuse and neglect, in addition to supporting other areas of social-emotional need affecting student academic achievement. The position responds to issues directly, by facilitating meetings and/or by coordinating services with outside parties such as Child Protective Services, the Department of Juvenile Justice, and other community-based organizations.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Maintains caseload of students/families referred for additional support;
- Provides brief assessments to develop an action plan with students and families;
- Facilitates family intervention meetings with families in crisis or with multi-dimensional needs;
- Serves as point-of-contact for teachers and administration for families in crisis; follows up with families by phone or in-person, coordinates with external agencies (e.g. Child Protective Services, The Department of Juvenile Justice, community service agencies, etc.) as needed;
- Facilitates character education programming and other training for the faculty and greater school community, as needed;
- Maintains an active role and awareness of local community resources within school boundaries, through research, attending local meetings and/or networking events.
- Works directly with special education students to implement social-emotional goals

**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's Degree in social work or related social service field AND
- One (1) year of documented social work field experience AND
- Social work education course work, to include Human Behavior in the Social Environment equivalent OR
- Equivalent combination of education and experience.

**Certificates and Licenses:** State social work credential in good standing

**OTHER REQUIRED QUALIFICATIONS:**

- Proficiency in Microsoft Office Suite (Outlook, Word, Excel, PowerPoint, etc.); Web proficiency;
- Ability to travel up to 25% of the time;
- Ability to clear required background check.


**DESIRED QUALIFICATIONS:**

- Three (3) years of field experience
- Master's degree in social work or related social services field
- Background working in education

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

	<b>Job Title:</b>	<b>504 Coordinator</b>
	<b>Department:</b>	<b>School Services</b>
	<b>Reports To:</b>	<b>Special Programs Manager</b>
	<b>Job Level:</b>	<b>Individual Contributor</b>
	<b>Job Code:</b>	<b>PEACCE1 Certified Supp Associate</b>
	<b>FLSA Status:</b>	<b>Exempt</b>

**SUMMARY:** The 504 Coordinator oversees Section 504 students including referrals for Special Education initial evaluations.

**ESSENTIAL FUNCTIONS, DUTIES AND RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

As 504 Coordinator, the position:

- Facilitates and ensures the implementation of the school district approved Section 504 process' and data collection policies.
- Ensures the implementation the 3-tier MTSS instructional system to increase student achievement;
- Oversees data collection and progress monitoring for all students with a 504
- Collects and maintains all Section 504 data (504 plans, lists of eligible students, all tiers of MTSS intervention plans).
- Serves as a daily resource to school administrators, school leadership teams, and other stakeholders regarding Section 504.
- Collaborates with teachers, advisors, counselors, and additional district personnel to coordinate and track 504 plans.
- Provides ongoing training and support to school/district staff regarding Section 504 and the implementation of the Section 504 data collection procedures.
- Supports teachers in documenting student progress;
- Works with the special education team to facilitate eligibility for special education;

**Competencies:** To perform the job successfully, an individual should demonstrate the following competencies.

- **Adaptability/Flexibility:** Adapts to change, is open to new ideas, takes on new responsibilities, handles pressure, and adjusts plans to meet changing needs.
- **Integrity/Ethics:** Deals with others in a straightforward and honest manner, is accountable for actions, maintains confidentiality, supports company values, and conveys good news and bad.
- **Teamwork:** Meets all team deadlines and responsibilities, listens to others and values opinions, helps team leader to meet goals, welcomes newcomers and promotes a team atmosphere.

**Supervisory Responsibilities:** This position has no supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

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- Bachelor's degree AND
- Three (3) years of related professional experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED SKILLS & ABILITIES:**

- Proficient in Microsoft Outlook, Excel and Word
- Able to pass required background check

**DESIRED QUALIFICATIONS:**

- Three (3) years of directly related experience in an online school setting

**REQUIRED COMPUTER AND OTHER EQUIPMENT/DEVICE SKILLS:**

- **Computers/Peripherals/Other Office Machines:** Computer
- **Computer Software:** Electronic Mail Software (Microsoft Outlook preferred); Spreadsheet and Word Processing Software, (Microsoft Excel and Word preferred); Presentation Software, (Microsoft PowerPoint preferred); Database Software; Web proficiency.
- **Other Tools/Devices/Machines (including Vehicles):** No other tools, devices or machines are required in order to perform the essential functions of the position.

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**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a remote, home-based position.


The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Supervisor Signature*

\_\_\_\_\_  
*Date*

	<b>Job Title:</b>	<b>Certified Supp Associate</b>
	<b>Alternate Job Title:</b>	<b>ELL Compliance Coordinator</b>
	<b>Job Code:</b>	<b>PEACCE1</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Certified Support</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The ELL Compliance Coordinator coordinates all aspects of the school's English Language Learner program. The position helps develop and deliver training, mentoring and professional development to teachers, staff and learning coaches, and advises school administration on all ELL policy and testing updates to help ensure legal compliance. The position is instrumental in analyzing the most current information regarding ELL programs and making recommendations accordingly, in helping to shape the school's and district's vision for its ELL Program, and in projecting a positive image to the community about the school's ELL Program.

**ESSENTIAL FUNCTIONS:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

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- Facilitate the planning, evaluation, and delivery of the school's ELL program
- Provide ELL training and mentoring support to Learning Coaches, teachers and staff;
- Work with department staff to develop and provide ELL professional development programs;
- Ensure effective implementation of the ELL program including monitoring the screening, referral, and placement process for ELL services;
- Assume responsibility for coordinating the ELL program throughout the school, including coordination with other Special Programs
- Implement and maintain the school ELL pre-assessment intervention program;
- Maintain ELL student records and operating policies that ensure compliance;
- Effectively and regularly communicate Federal, State and District ELL policy and state testing policy updates and guidelines to Administration with the goal of keeping school compliant with all Federal and State laws and regulations;
- Work collaboratively with the ELL Manager in developing school's vision for the district's and school's ELL program;
- Continually research ELL programs and provide analysis of such programs to determine possible implementation at the school;
- Communicate effectively and often with learning coaches articulating school's mission and conducting activities that may be needed to provide the learning coach with information and training regarding ELL.
- Meet all team deadlines and responsibilities, listen to others and value opinions, help team leader to meet goals, welcome newcomers and promote a team atmosphere.

**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelors Degree AND
- 3 yrs directly related experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Valid State Teaching Certificate and ELL certification.

**OTHER REQUIRED QUALIFICATIONS:**

- Knowledge of ELL diagnostic procedures, education of ELL students, human development, and learning theories.
- Knowledge and experience completing and maintaining state ELL forms.
- Excellent organizational, communication, and interpersonal skills.
- Easily adapt to change, remain open to new ideas, take on new responsibilities, handle pressure, and adjust plans to meet changing needs.
- Ability to deal with others in a straightforward and honest manner, be held accountable for actions, maintain confidentiality, support company values, and convey good news and bad.

**DESIRED QUALIFICATIONS:**


- Masters Degree
- Experience as a campus ELL coordinator/tutor/teacher
- Experience teaching or leading in an online setting

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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- This is a home-based position

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

	<b>Job Title:</b>	<b>Certified Support Specialist</b>
	<b>Alternate Job Title:</b>	<b>Speech Language Pathologist</b>
	<b>Job Code:</b>	<b>PEACCE3</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Certified Support</b>
	<b>Level:</b>	<b>3</b>

**SUMMARY:** The Speech-Language Pathologist assesses, diagnoses, treats and helps to prevent communication and swallowing disorder in children experiencing communication problems that affect classroom activities, social interaction, literacy and learning.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Screens, evaluates, and provides speech-language therapy for students with identified speech-language impairments; Documents student performance;
- Provide support to student support team (SST)/response to intervention (RTI) processes;
- Provides case management of speech-only caseload;
- Monitors compliance for speech-only case managers;
- Monitors compliance with regulations;
- Instructs students/families in the use of appropriate communication technologies (specifically alternative augmentative communication devices) for the purpose of minimizing the adverse educational impact of communication disorders and improving student success in the classroom;
- Maintains files and/or records, e.g. progress reports, activity logs, treatment plans, reports, etc. for the purpose of ensuring the availability of information as required for reference and/or compliance;
- Participates in meetings, workshops, and seminars for the purpose of conveying and/or gathering information.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's degree in speech language pathology AND
- Three (3) years of speech/language work experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Speech-Language Pathology license and/or teaching certificate.

**OTHER REQUIRED QUALIFICATIONS:**

- Highly knowledgeable about Individuals with Disabilities Education Act (IDEA) due process requirements
- Thorough knowledge and skill in conducting/interpreting comprehensive speech-language evaluations
- Thorough knowledge and skill in providing speech-language therapy services
- Ability to work collaboratively with other staff members to plan and deliver speech-language services to children
- Ability to create and deliver staff development
- Exceptionally strong verbal and written communication skills
- Strong organizational and time management skills
- Computer Software: Proficient in Microsoft Outlook, Word, Excel, PowerPoint; Web proficiency.
- Ability to travel 25% of time for meetings, professional development, etc.
- Ability to pass background check requirements

**DESIRED QUALIFICATIONS:**

- Management experience (if applicable)
- Etc.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

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DRAFT

# High School Graduation Coach

<p>WHO ARE WE?</p>  <p><b>A Stride Company</b></p> <ul style="list-style-type: none"><li>• <a href="#">About us</a></li><li>• <a href="#">K12 Produces Results</a></li><li>• <a href="#">thinkTANK12</a></li></ul>	
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K12, a Stride Company, believes in Education for ANY ONE. We provide families an online option for a high-quality, personalized education experience. Students can thrive, find their passion, and learn in an environment that encourages discovery at their own pace. In support of this, we are committed to creating and maintaining a culture of inclusion and diversity where our employees are passionate about serving students and families, treat one another and customers with respect, challenge each other to innovate and always strive to do better.

The Special Programs High School Graduation Coach works with all departments to identify and provide interventions and support services to students with an IEP that are at risk of not graduating on time, and to help ensure that students are college or career ready upon graduation. The High School Graduation Coach position ensures that school-age children are attending school regularly by investigating causes of unexcused or excessive absences, communicating with families and assisting them in problem solving, issuing attendance-based warnings, and helping to represent the school if cases go to court.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Maintains student database related to course progress for students supported
- Utilizes early warning indicators to identify high school students who are most likely at risk of not graduating
- Participates in school-wide attendance efforts and absenteeism prevention programming with a two-fold focus: 1) Educate families on the importance of

attendance with a focus on prevention and 2) Intervene to address underlying issues that lead to absenteeism

- Works with HS Special Education teachers to monitor student adherence to the school's attendance policies;
  - Emails, calls texts, and sends auto-dial notices to targeted student population;
  - Recommends families to the appropriate administrator for truancy intervention meetings as necessary
- Works closely with AA-SP and collects data to determine effectiveness of strategies and initiatives;
- Works with families and special education teachers to develop individualized action plans to increase student attendance and engagement
- Works with teachers and counselors to develop individualized plans with academic and post-secondary goals including interventions to increase likelihood that at risk students will stay in school and graduate;
- Works with families and student support staff to prevent juvenile delinquency
- Communicates high expectations and shows an active interest in student's achievement, establishes and maintains a positive rapport with families; communicates regularly with parents and students at risk of not graduating.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**OTHER DUTIES & RESPONSIBILITIES:** The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities and/or duties required; other duties may be assigned.

- Collaborates with peers in order to provide a positive experience for students;
- Travels to and participate in professional development sessions and school outings;
- Proctor state testing examinations as needed
- Participates in the school's self and peer evaluation programs;

**MINIMUM REQUIRED QUALIFICATIONS:**

- Experience working in an educational setting
- Three (3) years advising or leadership experience
- Equivalent combination of education and experience
- HS Diploma and 2 years of college experience

**Certificates and Licenses:** None required

**OTHER REQUIRED EXPERIENCE, KNOWLEDGE, SKILLS & ABILITIES:**

- Knowledge of state graduation criteria
- Knowledge of community resources
- Strong interpersonal skills with both in-person and electronic communication platforms and a customer service orientation
- Ability to learn new technology skills quickly
- Microsoft Office (Outlook, Word, Excel, PowerPoint); Web proficiency
- Ability to travel occasionally for collaboration and maintenance of records, state testing, professional development, outings and school planning meetings
- Ability to pass required background check

**Residency Requirement:** Must be a Michigan resident

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**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position with minimal travel requirements.

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*Stride, Inc. is a Federal Contractor, an Equal Opportunity/Affirmative Action Employer and a Drug-Free Workplace. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, protected Veteran status age, or genetics, or any other characteristic protected by law.*

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Equal Opportunity Employer/Protected Veterans/Individuals with Disabilities

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

**Job Title:** Certified Supp Associate  
**Alternate Job Title:** School Counselor  
**Job Code:** PEACCE1  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Non-Instructional Student Support  
**Level:** 1

**SUMMARY:** Utilizing leadership, advocacy, and collaboration the School Counselor promotes student success by providing preventive services and responding to identified needs through implementation of a comprehensive school counseling program that helps guide all learners in their academic success, personal and social development, and career and college planning and readiness.

- Delivers individual and group guidance curriculum supporting student development.
- Assist students in course placement and course scheduling.
- Prepares and reviews transcripts and other academic documentation for new and returning students.
- Works collaboratively with teaching staff to develop a four (4) year plan for inclusion in the Individual Learning Plan (ILP).
- Analyzes student data and develops data-driven programs for intervention action plans.
- Provides responsive services to individuals or groups on academic and personal issues.
- Provides an individual planning system to guide students toward post-secondary goals.
- Assists students in the acquisition of study skills, academic opportunities, and benefits.
- Provides a support system that strengthens the efforts of teachers, staff, and parents.
- Supports standardized testing program; parent education; and staff development.
- Works with the teaching team to design and implement an Individual Learning Plan (ILP) for each student in school.
- Focuses students and families on college and career readiness.
- Provides academic counseling, including recommendations on Advanced Placement (AP) and technical courses, to challenge and enrich student learning opportunities.
- Audits student schedules for candidacy for graduation as determined by school and state policies.

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**Supervisory Responsibilities:** This position has no supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND
- Three (3) years of experience in counseling and/or advisement OR
- Equivalent combination of education and experience

**Certificates and Licenses:** Appropriate Michigan certification for school counselor; or eligibility and commitment to enroll in program leading to school counselor certification within six months of employment.

**OTHER REQUIRED QUALIFICATIONS:**

- Proficiency in Microsoft Office Suite, Web-based search engines, and database systems
- Flexible schedule: Ability to travel as needed
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- Master's degree in school counseling
- Experience with distance learning
- Advanced coursework in counseling and administration
- Experience as a 7-12 teacher
- Experience in a customer service environment.
- Experience with Local, State, and Federal laws and mandated reporting

- Experience in a charter school environment preferred
- Experience with state career planning systems, Pathfinder, or other career planning platforms/tools

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.


- This is a home-based position.

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Date Last Saved

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	<b>Job Title:</b>	<b>Certified Support Associate (Exempt)</b>
	<b>Alternate Job Title:</b>	<b>Student Resource Coordinator</b>
	<b>Job Code:</b>	<b>PEACCE1</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Certified Support</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The Student Resource Coordinator works to help families in situations of crisis, abuse and neglect, in addition to supporting other areas of social-emotional need affecting student academic achievement. The position responds to issues directly, by facilitating meetings and/or by coordinating services with outside parties such as Child Protective Services, the Department of Juvenile Justice, and other community-based organizations.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Maintains caseload of students/families referred for additional support;
- Provides brief assessments to develop an action plan with students and families;
- Facilitates family intervention meetings with families in crisis or with multi-dimensional needs;
- Serves as point-of-contact for teachers and administration for families in crisis; follows up with families by phone or in-person, coordinates with external agencies (e.g. Child Protective Services, The Department of Juvenile Justice, community service agencies, etc.) as needed;
- Facilitates character education programming and other training for the faculty and greater school community, as needed;
- Maintains an active role and awareness of local community resources within school boundaries, through research, attending local meetings and/or networking events.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Master's Degree in social work or related social service field AND
- One (1) year of documented social work field experience AND
- Social work education course work, to include Human Behavior in the Social Environment equivalent OR
- Equivalent combination of education and experience.

**Certificates and Licenses:** State social work credential in good standing (if applicable)

**OTHER REQUIRED QUALIFICATIONS:**

- Proficiency in Microsoft Office Suite (Outlook, Word, Excel, PowerPoint, etc.); Web proficiency;
- Ability to travel 10% of the time;
- Ability to clear required background check.

**DESIRED QUALIFICATIONS:**

- Three (3) years of field experience
- Background working in education

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

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<b>Job Title:</b>	<b>Non-Instructional Student Support Admin 2</b>
<b>Alt Job Title:</b>	<b>Homeless Liaison</b>
<b>Job Code:</b>	<b>ANACSS2</b>
<b>Career Track:</b>	<b>Administrative</b>
<b>FLSA Status:</b>	<b>Non-Exempt</b>
<b>Job Family:</b>	<b>Academic</b>
<b>Job Subfamily:</b>	<b>Student Support</b>
<b>Level:</b>	<b>2</b>

**SUMMARY:** The Homeless Liaison is responsible for supporting the needs of the homeless student population and ensuring the delivery of mandated services to facilitate the student's attendance and access to appropriate education. Position assesses students and families; interprets laws relating to homeless students; works as a team member to develop intervention strategies; provides case management; monitors student progress; and makes referrals. Position also acts as a resource to school staff and conducts related training.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Interprets laws relating to homeless students; and ensures the delivery of mandated services.
- Assesses students identified as homeless and makes visits to living areas/shelters to assess the family environment.
- Collaborates with school staff to develop interventions for students identified as homeless and develops individualized service plans.
- Implements case management services (including individual counseling); monitors student/family progress and status; and makes referrals to other professional staff members or community agencies as needed.
- Serves as a liaison between schools and such agencies/facilities as homeless shelters, social services, court services, and the police department to coordinate assistance for homeless students.
- Provides families with information related to the needs of their child and acts as a resource to parents/guardians by providing family support activities and communicating available services.
- Acts as a resource to school-based administrators, guidance counselors, teachers, and health services personnel regarding homeless students, interpretation of homeless/school attendance policies and laws, and record-keeping requirements.
- Conducts training to school staff on school laws as it relates to the homeless student population; and recommends strategies for supporting the needs of these students.
- Maintains necessary records ensuring confidentiality of students and their families and prepares related reports.
- Models nondiscriminatory practices in all activities.
- Collaborate and coordinates homeless education services with the Regional MV Grant Coordinator through regular communication, data sharing and attendance at regional MV meetings.
- Complete and submit the s17 MV District Self-Assessment with the Grant Coordinator's assistance

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**REQUIRED QUALIFICATIONS:**

- Bachelor's degree in counseling, social work, psychology, education, or a related field AND
- Two (2) years related experience providing services for school aged children OR
- Equivalent combination of education and experience
- Knowledge and understanding of school law as it relates to homeless students, intervention strategies, and referral sources
- Ability to interpret homeless law, provide support activities for students and families, and conduct training for staff
- Strong assessment and case management skills
- Ability to communicate, establish and maintain effective working relationships with students, parents, staff, and outside agencies.
- Understanding of the job requirements and principles of effective techniques for students experiencing homelessness
- Professionalism when working with others, including parents and members of the community
- Strong organizational skills and the ability to submit reports on time

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- Respect for the confidential nature of professional information
- Ability to communicate and collaborate effectively with school personnel, administrative and instructional staff, and to provide timely feedback on issues
- Ability to travel up to 20% of the time
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to pass required background check


**Certificates and Licenses:** Valid state teacher certification

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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	<b>Job Title:</b>	<b>Non-Instructional Student Support Admin 3</b>
	<b>Alternate Job Title:</b>	<b>Counselor Technician</b>
	<b>Job Code:</b>	<b>ANACSS3</b>
	<b>Career Track:</b>	<b>Administrative</b>
	<b>FLSA Status:</b>	<b>Non-Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>Non-Instructional Student Support</b>
	<b>Level:</b>	<b>3</b>

**SUMMARY:** The Counselor Technician acts as an administrative assistant and technician to school counselors. The position also serves as a key point of contact for assigned students.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Provide administrative and technical support to school counselors; Help manage counseling programs in all counseling domains and responsibilities;
- Serve as a key point of contact for assigned students in certain programs like dual credit or third party. Contact students and families on a monthly basis through phone calls, and emails to check in with students regarding matters related to the assigned program.
- Act as a key resource in the development of the counseling department;
- Follow-up with students concerning EOC testing and assists with testing roster assignment.
- Work in conjunction with the counselor to enter data into grad plans.
- Enter and updates historical transcripts in district records system.
- Attend and proctor testing, as assigned.

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**Supervisory Responsibilities:**

This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- High School Diploma AND
- One (1) year of experience AND
- Meets state standards for Highly Qualified Paraprofessional OR
- Equivalent combination of education and experience

**Certificates and Licenses:** None required.

**OTHER REQUIRED QUALIFICATIONS:**

- Experience working with high school students
- Experience providing service/support primarily via telephone and email
- Proficiency in Microsoft Office Suite with emphasis on Excel, Web-based search engines, and database systems
- Ability to clear required background check

**DESIRED QUALIFICATIONS:**

- AA Degree or higher
- Three (3) years of experience

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## **Student Support Advisor/Paraprofessional (MVCA) Academics**

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Passionate Educators are needed at the Stride K12 partner school, Michigan Virtual Charter Academy (MVCA). We want you to be a part of our talented team!

The mission of Michigan Virtual Charter Academy (MVCA) is to provide an exemplary individualized and engaging educational experience for students by incorporating school and community/family partnerships coupled with a rigorous curriculum along with a data-driven and student-centered instructional model. Student success will be measured by valid and reliable assessment data, parent and student satisfaction, and continued institutional growth within the academic community. Join us!

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The Student Support Advisor is the primary point of contact for assigned students/families for non-instructional matters. The role helps foster a high touch approach to educational support and exhibits a commitment and desire to provide the best experience possible for students and families. The role empowers families to increase their involvement and assist in their student's education, facilitates engagement in school activities and provides clear and consistent communication regarding school expectations and activities.

**Essential Functions:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Oversees a caseload of students assigned to as the primary point of contact with the school
- Monitors student participation and works to contact students who do not attend; (Using the GO Outreach Box to identify SS struggles);
- Using Guided Outreach, or GO Box, ensures a Strong Start at the school and identifies students showing signs of academic decline as determined by course grades, log-ins, course activity and missing assignments, and initiates appropriate student support interventions;
- Arranges support conferences as needed to address performance concerns;
- Assists students in creating plans to Student Support plans;
- Oversees the onboarding process for assigned students;
- Moderates homeroom activities and facilitates Social Emotional Learning programs;
- Provides a reactive response to students who reach out for support;
- Provides proactive outreach to students identified at risk using GO Outreach Box;
- Provides ongoing re-registration support;

- Serves as a liaison between the student, Learning Coach and teachers to ensure that all school personnel understand how to contact and communicate with the student in a manner that builds ties between the student and the school;
- Provides outreach, training, and support to families who respond to Students First Check In surveys as it relates to family engagement to enhance the sense of community and belonging;
- Provides individualized attention and support to students and Learning Coaches identified for training gaps or requested networking within the school community;
- Serves as a point of contact for all non-instructional issues after placement, ensuring students have all necessary equipment and know both how and when to access their courses;
- Initiates meaningful contact by phone with students and their Learning Coach;
- Participates in the live online orientation sessions;
- Oversees weekly office hours/help sessions to support new families through the Strong Start process;
- Serves as a liaison between students and/or Learning Coaches and teachers and/or administration;
- Identifies school programs, resources, assistance to help each family make the most of what the schools have to offer;
- Increases professional knowledge and skills by attending required staff meetings; participating in school and K12 sponsored Professional Development and seeking other professional learning opportunities.

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**Minimum Required Qualifications:**

- Two (2) years of college AND
- Two (2) years of experience in education OR
- Equivalent combination of education and related experience

**Residency Requirement:** Must be a Michigan resident.

**OTHER REQUIRED QUALIFICATIONS:**

- Strong written and verbal communication skills;
- Excellent problem-solving skills;
- Organizations skills, multi-tasking abilities;
- Customer service focus;
- Adaptable and comfortable in a fast-paced work environment;

- Experience coordinating academically-oriented clubs and extra-curricular activities;
- Proficiency in Microsoft Office Suite (Word, Excel, Outlook, PowerPoint); Web proficiency;
- Familiarity with the online learning experience;
- Ability to travel 25% of the time;
- Ability to pass required background check.

**Desired Qualifications:**

- Experience working with the proposed age group;
- Paraprofessional experience
- Experience supporting adults and children in learning and the use of technology;
- An ability to learn new technology tools quickly (e.g. database and web-based tools);

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**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- **This position is virtual.**

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**Equal Opportunity Employer/Protected Veterans/Individuals with Disabilities**

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

**Job Title:** Gen Ed Elem Schl Tchr (PEACGE1B)  
Gen Ed Midd Schl Tchr (PEACGM1)  
Gen Ed High Schl Tchr (PEACGH1)  
**Alternate Job Title:** General Ed Teacher  
**Job Code:** See Above  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** General Education  
**Level:** 1

**SUMMARY:** The Teacher is a highly qualified, state certified educator responsible for delivering specific course content in an online environment. Teachers provide instruction, support, and guidance, manage the learning process, and focus on students' individual needs. Teachers monitor student progress through Stride K12's learning management system. They actively work closely with students and parents/learning coaches to advance each student's learning toward established goals. Teachers typically work from home but must travel occasionally throughout the year to various school functions, such as state testing or as otherwise required by the school.

This is a full-time position. Ability to work independently, typically 40+ hours per week is required. Ability to maintain a professional home office without distraction during workday, typically 9-5 (or 8-4) or as defined by the school.

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**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Provides rich and engaging synchronous and asynchronous learning experiences for students
- Commitment to personalizing learning for all students
- Demonstrates a belief in all students' ability to succeed and meet high expectations
- Differentiates instruction based on student level of mastery
- Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools under guidance from principal and coach
- Maintains grade book ensuring student academic integrity, makes student placement and promotion decisions, and alerts administrators to concerns about student performance and progress
- Prepares students for high stakes standardized tests
- Understands that a primary responsibility is to establish and maintain positive rapport with families and regularly communicates with and responds to students and learning coaches/parents in a timely manner
- Supports learning coaches/parents with student curricular and instructional issues, as well as basic troubleshooting in a virtual classroom environment that is in line with academy policies and procedures
- Travels as required (on average once per month and/or up to 25% of the time) for face-to-face professional development, student testing, and as required by school

**REQUIRED MINIMUM QUALIFICATIONS:**

- Bachelor's degree AND
- Active Michigan teaching license AND
- Ability to clear required background check

**OTHER REQUIRED QUALIFICATIONS:**

- Ability to work collaboratively with other teachers to interpret and produce numeric, tabular, and graphic representations of student data, and use it to drive instructional decisions
- Receptive to receiving coaching on a regular basis with administrators and teacher trainers
- Ability to embrace change and adapt to ensure excellent student outcomes

- Proficient in Microsoft Excel, Outlook, Word, PowerPoint
- Ability to rapidly learn and adapt to new technologies and teaching platforms

**DESIRED QUALIFICATIONS:**


- Experience working with proposed age group
- Experience supporting adults and children in the use of technology
- Experience teaching in an online (virtual) and/or in a brick-and-mortar environment
- Experience with online learning platforms

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

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	<b>Job Title:</b>	<b>General Education Teacher</b>
	<b>Alternate Job Title:</b>	<b>Interventionist Teacher</b>
	<b>Job Code:</b>	<b>PEACGG1B Gen Ed Teacher</b>
	<b>Career Track:</b>	<b>Professional</b>
	<b>FLSA Status:</b>	<b>Exempt</b>
	<b>Job Family:</b>	<b>Academics</b>
	<b>Job Subfamily:</b>	<b>General Education</b>
	<b>Level:</b>	<b>1</b>

**SUMMARY:** The Interventionist works with the “At-Risk” student population to provide remediation in core subject areas (Reading or Math) to support academic goals to increase growth in these areas.

**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Modifies and/or adapts the K12 curriculum in alignment with the state’s content standards to meet the unique needs of each student;
- Collaborates with general education teachers to meet the goals of the targeted students through individualized and small group sessions;
- Educates parents on various instructional strategies;
- Ensures the implementation of the RTI instructional system to increase student achievement;
- Oversees data collection and progress monitoring at every tier; Uses data to help teachers plan whole and small group instruction; provides guidance to teachers on identifying and grouping students who need additional help;
- Collects and maintains all RTI data (lists of eligible students, intervention plans).
- Serves as a daily resource to school administrators, school leadership teams, and other stakeholders regarding RTI issues.
- Collaborates with Family Academic Support Liaisons (FASL), homeroom teachers, advisors, counselors, and additional district personnel to coordinate and track Tier 2 interventions.
- Provides ongoing training and support to school/district staff regarding RTI and the implementation of the RTI and data collection procedures.
- Supports teachers in documenting student progress;
- Works with the special education team to facilitate eligibility for special education;

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**Supervisory Responsibilities:** This position has no formal supervisory responsibilities.

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor degree AND
- One (1) year of classroom experience OR
- Equivalent combination of education and experience

**Certificates and Licenses:** State Licensure

**OTHER REQUIRED QUALIFICATIONS:**

- Strong written and verbal communication skills
- Strong organizational skills, presentation skills, and the ability to work without direct

- supervision
- Proficiency in Microsoft Office (Outlook, Word, Excel); Web proficiency
- Flexible schedule with ability to travel up to 10% of the time for meetings
- Ability to pass required background check

**DESIRED QUALIFICATIONS:**

- Experience working with “At Risk” students.
- **Reading Endorsement**

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position with some required travel for professional development and for testing.

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**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

**Job Title:** SpecEd Elem Schl Tchr (PEACSE1)  
 SpecEd Midd Schl Tchr (PEACSM1)  
 SpecEd High Schl Tchr (PEACSH1)  
 SpecEd Teacher (PEACSP1)  
**Alternate Job Title:** Spec Ed Teacher  
**Job Code:** See Above  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** Special Education  
**Level:** 1

**SUMMARY:** Special Education Teacher is a state certified teacher responsible for delivering specific course content in an online environment. The Special Education Teacher must provide instruction, support, and guidance, manage the learning process, and focus on students' individual needs as defined by each student's Individualized Education Program. The Special Education Teacher works actively with students and parents to advance each student's learning and is also responsible for the compliance documents required in serving students with special needs.

This is a full-time position. Ability to work independently, typically 40+ hours per week is required. Ability to maintain a professional home office without distraction during workday, typically 9-5 (or 8-4) or as defined by the school.

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**ESSENTIAL FUNCTIONS:** *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.*

- Ensure all special education and related services are provided as determined by the IEP team by:
  - Communicating with parents and applicable related service staff to ensure that students with special needs are receiving the appropriate therapies
  - Developing compliant IEP's, progress reports and other state specific required special education documentation
  - Facilitating and leading collaborative special education meetings such as annual IEP meetings
  - Using provided resources to ensure accommodations and modifications for students with disabilities such as assistive technology, supplemental curriculum, and accessible text
- Make modifications and accommodations to Stride K12 lessons and assessments as specified by the IEP
- Ensure inclusion and success of student in the general education classroom
- Collect data and work samples to monitor student progress towards Individual Education Program (IEP) goals and objectives
- Document all contact with parents and interventions with students
- Analyze student data to prescribe remediation and enrichment as needed
- Provide rich and engaging synchronous and asynchronous learning experiences for students
- Commitment to personalizing learning for all students
- Demonstrate a belief in all students' ability to succeed and meet high expectations
- Maintain grade book ensuring student academic integrity, makes student placement and promotion decisions, and alerts administrators to concerns about student performance and progress
- Prepare students for high stakes standardized tests
- Understand that a primary responsibility is to establish and maintain positive rapport with families and regularly communicates with and responds to students and learning coaches/parents in a timely manner
- Support learning coaches/parents with student curricular and instructional issues, as well as basic troubleshooting in a virtual classroom environment that is in line with academy policies and procedures

- Travel as required (on average once per month and/or approximately 10% of the time) for face-to-face professional development, student testing, and as required by school

**MINIMUM REQUIRED QUALIFICATIONS:**

- Bachelor's degree AND
- Active Michigan Special Education teaching license AND
- Ability to clear required background check

**Endorsement:** None required

**OTHER REQUIRED QUALIFICATIONS:**

- Ability to work collaboratively with other teachers to interpret and produce numeric, tabular, and graphic representations of student data, and use it to drive instructional decisions
- Receptive to receiving coaching on a regular basis with administrators
- Ability to embrace change and adapt to ensure excellent student outcomes
- Proficient in Microsoft Excel, Outlook, Word; PowerPoint
- Ability to rapidly learn and adapt to new technologies and teaching platforms
- Strong written/verbal communication skills

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**DESIRED QUALIFICATIONS:**

- Experience working with the proposed age group
- Experience supporting adults and children in the use of technology
- Experience teaching online (virtual) and/or in a brick-and-mortar environment
- Experience with online learning platform

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

**Job Title:** Gen Ed Elem Schl Tchr (PEACGE1B)  
 Gen Ed Midd Schl Tchr (PEACGM1)  
 Gen Ed High Schl Tchr (PEACGH1)  
**Alternate Job Title:** General Ed Teacher  
**Job Code:** See Above  
**Career Track:** Professional  
**FLSA Status:** Exempt  
**Job Family:** Academics  
**Job Subfamily:** General Education  
**Level:** 1

**SUMMARY:** The Teacher is a highly qualified, state certified educator responsible for delivering specific course content in an online environment. Teachers provide instruction, support, and guidance, manage the learning process, and focus on students' individual needs. Teachers monitor student progress through Stride K12's learning management system. They actively work closely with students and parents/learning coaches to advance each student's learning toward established goals. Teachers typically work from home but must travel occasionally throughout the year to various school functions, such as state testing or as otherwise required by the school.

This is a full-time position. Ability to work independently, typically 40+ hours per week is required. Ability to maintain a professional home office without distraction during workday, typically 9-5 (or 8-4) or as defined by the school.

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**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Provides rich and engaging synchronous and asynchronous learning experiences for students
- Commitment to personalizing learning for all students
- Demonstrates a belief in all students' ability to succeed and meet high expectations
- Differentiates instruction based on student level of mastery
- Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools under guidance from principal and coach
- Maintains grade book ensuring student academic integrity, makes student placement and promotion decisions, and alerts administrators to concerns about student performance and progress
- Prepares students for high stakes standardized tests
- Understands that a primary responsibility is to establish and maintain positive rapport with families and regularly communicates with and responds to students and learning coaches/parents in a timely manner
- Supports learning coaches/parents with student curricular and instructional issues, as well as basic troubleshooting in a virtual classroom environment that is in line with academy policies and procedures
- Travels as required (on average once per month and/or up to 25% of the time) for face-to-face professional development, student testing, and as required by school

**REQUIRED MINIMUM QUALIFICATIONS:**

- Bachelor's degree AND
- Active Michigan teaching license AND
- Ability to clear required background check

**OTHER REQUIRED QUALIFICATIONS:**

- Ability to work collaboratively with other teachers to interpret and produce numeric, tabular, and graphic representations of student data, and use it to drive instructional decisions
- Receptive to receiving coaching on a regular basis with administrators and teacher trainers
- Ability to embrace change and adapt to ensure excellent student outcomes

- Proficient in Microsoft Excel, Outlook, Word, PowerPoint
- Ability to rapidly learn and adapt to new technologies and teaching platforms

**DESIRED QUALIFICATIONS:**

- Experience working with proposed age group
- Experience supporting adults and children in the use of technology
- Experience teaching in an online (virtual) and/or in a brick-and-mortar environment
- Experience with online learning platforms

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

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**Job Title:** Gen Ed Elem Schl Tchr (PEACGE1B)  
 Gen Ed Midd Schl Tchr (PEACGM1)  
 Gen Ed High Schl Tchr (PEACGH1)

**Alternate Job Title:** Electives Teacher

**Job Code:** See Above

**Career Track:** Professional

**FLSA Status:** Exempt Academics

**Job Family:** General Education

**Job Subfamily:** 1

**Level:**

**SUMMARY:** The Teacher is a highly qualified, state certified educator responsible for delivering specific course content in an online environment. Teachers provide instruction, support, and guidance, manage the learning process, and focus on students' individual needs. Teachers monitor student progress through Stride K12's learning management system. They actively work closely with students and parents/learning coaches to advance each student's learning toward established goals. Teachers typically work from home but must travel occasionally throughout the year to various school functions, such as state testing or as otherwise required by the school.

This is a full-time position. Ability to work independently, typically 40+ hours per week is required. Ability to maintain a professional home office without distraction during workday, typically 9-5 (or 8-4) or as defined by the school.

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**ESSENTIAL FUNCTIONS:** Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Provides rich and engaging synchronous and asynchronous learning experiences for students
- Commitment to personalizing learning for all students
- Demonstrates a belief in all students' ability to succeed and meet high expectations
- Differentiates instruction based on student level of mastery
- Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools under guidance from principal and coach
- Maintains grade book ensuring student academic integrity, makes student placement and promotion decisions, and alerts administrators to concerns about student performance and progress
- Prepares students for high stakes standardized tests
- Understands that a primary responsibility is to establish and maintain positive rapport with families and regularly communicates with and responds to students and learning coaches/parents in a timely manner
- Supports learning coaches/parents with student curricular and instructional issues, as well as basic troubleshooting in a virtual classroom environment that is in line with academy policies and procedures
- Travels as required (on average once per month and/or up to 25% of the time) for face-to-face professional development, student testing, and as required by school

**REQUIRED MINIMUM QUALIFICATIONS:**

- Bachelor's degree AND
- Active Michigan teaching license AND
- Ability to clear required background check

**OTHER REQUIRED QUALIFICATIONS:**

- Ability to work collaboratively with other teachers to interpret and produce numeric, tabular, and graphic representations of student data, and use it to drive instructional decisions
- Receptive to receiving coaching on a regular basis with administrators and teacher trainers
- Ability to embrace change and adapt to ensure excellent student outcomes

- Proficient in Microsoft Excel, Outlook, Word, PowerPoint
- Ability to rapidly learn and adapt to new technologies and teaching platforms

**DESIRED QUALIFICATIONS:**

- Experience working with proposed age group
- Experience supporting adults and children in the use of technology
- Experience teaching in an online (virtual) and/or in a brick-and-mortar environment
- Experience with online learning platforms

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

**The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.**

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**SCHEDULE 10**

**DESCRIPTION OF PHYSICAL PLANT, LEASE AND  
OCCUPANCY/INSPECTION PERMITS**

MICHIGAN VIRTUAL CHARTER ACADEMY CHARTER SCHOOLS OFFICE LEASE  
WITH THE CITY OF HAZEL PARK SCHOOL DISTRICT

(SECOND LEASE AGREEMENT)

GRAND RAPIDS OFFICE LEASE BETWEEN MICHIGAN VIRTUAL CHARTER  
ACADEMY AND 5910 TAHOE LLC

(LEASE AGREEMENT AND FIRST AMENDMENT TO LEASE)

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**MICHIGAN**  
VIRTUAL CHARTER ACADEMY<sup>SM</sup>

POWERED BY STRIDE K12

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

**March 25, 2024**

5910 Tahoe LLC  
3020 Charlevoix Drive SE  
Grand Rapids, MI 49546

Re: Michigan Virtual Charter Academy ("MVCA") Written Notice of Intent to Extend Lease Agreement and First Amendment of Lease for Five (5) Year Term, Pursuant to Section 4.04 of Lease Agreement. 641

To Whom It May Concern:

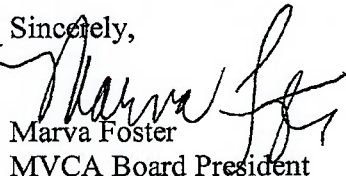
The Michigan Virtual Charter Academy Board of Directors is providing this written Notice of Intent to Extend Lease Agreement and First Amendment of Lease for a Five (5) Year Term, beginning September 30, 2024, and terminating on September 30, 2029, unless further renewed or extended, pursuant to Section 4.04 and 4.06 of the Lease Agreement.

This written notice of intent to extend Lease Agreement is intended to comply with the requirement to inform the Landlord, in writing, at least 180 days prior to the end of MVCA's current Lease Agreement of MVCA's intent to extend the Lease Agreement

It is the MVCA Board's understanding that the current Lease Agreement contains the schedule of Rent for years six (6) through ten (10) of the Lease Agreement for the first-floor office space. MVCA would also like to extend the Lease Agreement for the basement storage space for the time period September 30, 2024 to and including September 30, 2029, unless further renewed or extended, as set forth in Section 4.06 of the Lease Agreement and First Amendment of Lease.

We look forward to working with you in the following months to complete this process. We would like to complete this process in July of 2024 following the finalization of our contract with our authorizer. Please reach out to Josh Weld-Wallis, Operations Manager, to initiate the next steps.

Sincerely,



Marva Foster  
MVCA Board President

**Administration Office** 5910 Tahoe Dr SE Grand Rapids MI 49546 \* 616-309-1600 [www.mvca.k12.com](http://www.mvca.k12.com)  
**Charter Office** Hazel Park Schools 1620 East Elza \* Hazel Park Schools Hazel Park MI 48030



**MICHIGAN**  
VIRTUAL CHARTER ACADEMY<sup>SM</sup>

POWERED BY STRIDE K12

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

**March 25, 2024**

5910 Tahoe LLC  
3020 Charlevoix Drive SE  
Grand Rapids, MI 49546

Re: Michigan Virtual Charter Academy ("MVCA") Written Notice of Intent to Extend Lease Agreement and First Amendment of Lease for Five (5) Year Term, Pursuant to Section 4.04 of Lease Agreement. 642

To Whom It May Concern:

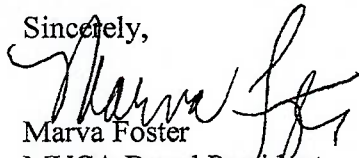
The Michigan Virtual Charter Academy Board of Directors is providing this written Notice of Intent to Extend Lease Agreement and First Amendment of Lease for a Five (5) Year Term, beginning September 30, 2024, and terminating on September 30, 2029, unless further renewed or extended, pursuant to Section 4.04 and 4.06 of the Lease Agreement.

This written notice of intent to extend Lease Agreement is intended to comply with the requirement to inform the Landlord, in writing, at least 180 days prior to the end of MVCA's current Lease Agreement of MVCA's intent to extend the Lease Agreement

It is the MVCA Board's understanding that the current Lease Agreement contains the schedule of Rent for years six (6) through ten (10) of the Lease Agreement for the first-floor office space. MVCA would also like to extend the Lease Agreement for the basement storage space for the time period September 30, 2024 to and including September 30, 2029, unless further renewed or extended, as set forth in Section 4.06 of the Lease Agreement and First Amendment of Lease.

We look forward to working with you in the following months to complete this process. We would like to complete this process in July of 2024 following the finalization of our contract with our authorizer. Please reach out to Josh Weld-Wallis, Operations Manager, to initiate the next steps.

Sincerely,

  
Marva Foster  
MVCA Board President

**Administration Office** 5910 Tahoe Dr SE Grand Rapids MI 49546 \* 616-309-1600 [www.mvca.k12.com](http://www.mvca.k12.com)  
**Charter Office** Hazel Park Schools 1620 East Elza \* Hazel Park Schools Hazel Park MI 48030

## VanderLaan, Ann L.

---

**From:** VanderLaan, Ann L.  
**Sent:** Friday, March 29, 2024 4:16 PM  
**To:** bholzgen@themyautogroup.com  
**Cc:** Rodriguez, Randy; Weld-Wallis, Josh  
**Subject:** Michigan Virtual Charter Academy-Written Notice of Intent to Extend Lease Agreement and First Amendment of Lease for Five (5) Year Term  
**Attachments:** MVCA - Ltr to 5910 Tahoe LLC - sent certified mail 3-27-24.pdf; Estoppel Agreement with Fully Executed Lease\_exhibit A\_April 2022.pdf

Hi Bryan:

I enjoyed talking to you this afternoon. Small world with the Forest Hills Central/Northern connection. I am definitely the historian.

As we discussed, it is Michigan Virtual Charter Academy's intent to extend the office lease space (first floor offices and basement storage) located at 5910 Tahoe Drive, S.E., Grand Rapids, Michigan 49546. I have attached the March 25, 2024 Written Notice of Intent to Extend Lease Agreement and First Amendment of Lease for Five (5) Year Term, Pursuant to Sections 4.04 and 4.06 of the Lease Agreement and First Amendment of Lease, approved by the MVCA Board of Directors and signed by the MVCA Board President, Marva Foster. We have also sent the attached Letter to 5910 Tahoe LLC via certified mail return receipt requested and regular mail.

You indicated that you received the written notice of intent to extend the Lease Agreement for first floor office space and basement storage from Randy Rodriguez, dated March 1, 2024, and that the Landlord is prepared to honor the terms of the Lease Agreement and First Amendment of Lease and extend the Lease Agreement and First Amendment of Lease for five (5) years, beginning September 30, 2024 and terminating on September 30, 2029, at the monthly rent set forth in Sections 4.04 (first floor office space) and 4.06 (basement storage).

MVCA appreciates the opportunity to extend the current terms of the Lease Agreement and First Amendment to Lease for an additional five (5) years for the amount of the rent negotiated in the Lease Agreement.

As we discussed, I will prepare a short document extending the terms of the Lease Agreement and First Amendment of Lease for a period of five (5) years. MVCA would prefer to approve and sign the extension once its new Charter Contract is approved by its Authorizer, Hazel Park School District, and the Michigan Department of Education. We expect that process to be completed no later than June 30, 2024.

I will be in touch. Please feel free to call me on my cell phone at 248-310-1897, or email me, if you would like to discuss further or you have any questions.

We appreciate your cooperation. Ann

### **Ann L. VanderLaan**

Attorney at Law

### **Clark Hill**

220 Park Street, Suite 200, Birmingham, MI 48009-3477

+1 248.988.5876 (office) | +1 248.310.1897 (cell) | +1 248.988. 2525 (fax)

[avanderlaan@clarkhill.com](mailto:avanderlaan@clarkhill.com)

## TENANT ESTOPPEL CERTIFICATE

This Tenant Estoppel Certificate (this "**Certificate**"), dated as of April 1, 2025, 2022, is entered into by MICHIGAN VIRTUAL CHARTER ACADEMY, ~~LLC~~ ("Tenant"), the tenant under the Lease (as hereinafter defined), with CONCORD CAPITAL REAL ESTATE, L.L.C. ("**Landlord**"), as landlord, for certain premises (hereinafter, the "**Premises**"), which are a part of Landlord's real property located at 5910 Tahoe Drive SE, Grand Rapids, Michigan 49546 (the "**Property**") and which Premises are more particularly described in the Lease. KB

Tenant hereby certifies to 5910 TAHOE, LLC ("**Purchaser**") and any lender providing a mortgage loan to Purchaser secured by the Property ("**Lender**"), who, in material reliance on the certifications included in this Certificate, is purchasing or lending funds secured by a certain mortgage on the Property, that as of the date hereof:

1. Tenant currently leases the Premises comprising of approximately 5,838 square feet 644 located on the first floor of the building, and 821 square feet of storage space located in the basement of the building, all located within the building commonly known as Centennial Office Park, pursuant to the lease documents listed on Exhibit A attached hereto and made a part hereof, between Landlord and Tenant (collectively, the "**Lease**"). Exhibit A sets forth a true and complete list of all the lease documents constituting the Lease. The Lease is valid and binding and in full force and effect and there has been no amendment, modification, or supplement of any kind or nature varying the stated terms and conditions of the Lease, except as set forth on Exhibit A.

2. Landlord has delivered, and Tenant has accepted, possession of the Premises and is currently in occupancy of the entire Premises. Tenant has not subleased any portion of the Premises or assigned or otherwise transferred any of its rights under the Lease.

3. The term of the Lease commenced on September 15, 2019 and full rental is now accruing thereunder. The term of the Lease expires on September 30, 2024. There are two (2) consecutive extension terms of five (5) years each.

4. Any and all improvements or repairs required to be made by Landlord in, on, or about the Premises have been completed in accordance with the terms of the Lease and to the satisfaction of Tenant. Notwithstanding the foregoing, Tenant makes no representation or assertion that Landlord's improvements or repairs were performed in compliance with all Laws (as defined herein). All allowances, reimbursements, or other obligations of Landlord for the payment of monies to or for the benefit of Tenant have been fully paid, all in accordance with the terms of the Lease.

5. The current monthly base rent payable under the Lease is \$7,540.75 for the office space and \$431.03 for the basement space. No base rent under the Lease has been paid more than one month in advance, and no other charges payable under the Lease have been prepaid for any period, other than estimated payments for operating expenses and real estate taxes. Rent and all other charges due and payable under the Lease have been paid up to April 1, 2022. There are no unexpired rent abatements, free rent periods, rent credits, or rent concessions of any kind existing under the Lease.

6. Tenant is not in default under the Lease and Tenant has not received any notices of default under the Lease which have not been cured and there are no events which have occurred that with the giving of notice or the passage of time, or both, would result in a default by Tenant under the Lease.

7. Tenant has not sent Landlord any notices of default under the Lease which have not been cured and there are no defaults by Landlord under the lease as of the date hereof and there are no events that have occurred that, with the giving of notice or the passage of time, or both, would result in a default by Landlord thereunder. Tenant has no defenses, counterclaims, liens or claims of offset or credit under the Lease or against rents, or any other claims against Landlord. Tenant has no disputes with Landlord that arise out of the Lease or in any way relate to the Lease or arise out of any other transaction between Tenant and Landlord.

8. Tenant has no right of first refusal, right of first offer, or option to purchase or lease the Property, or any part thereof, except as set forth in Section 4.05 of the Lease, and Tenant hereby represents and warrants that it has received any required notice from Landlord under Section 4.05 of the Lease and Tenant hereby waives any right of first offer it may have with regard to additional space 645 located on the Property.

9. Tenant is not using, and has not used, the Premises in violation of any applicable laws, rules, ordinances, or regulations, including but not limited to, any applicable environmental laws, rules, or regulations (collectively, "Laws") and there are no actions or other claims pending or threatened against Tenant in connection with any such Laws, nor has Tenant received any notices alleging Tenant's violation of any such Laws.

10. There are no bankruptcy, reorganization, or insolvency actions, whether voluntary or otherwise, pending or threatened against Tenant. Tenant is not bankrupt or insolvent and has not admitted in writing that it is unable to pay its debts as they mature, consented to or applied for the appointment of a receiver or trustee for itself or for all or part of its property, or made an assignment for the benefit of creditors.

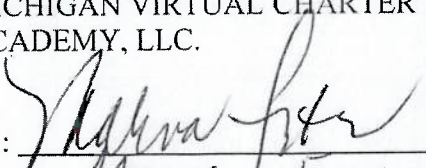
11. The Lease represents the entire agreement between the parties thereto regarding the Premises.

12. Tenant has read this Certificate and acknowledges and understands the certifications and representations made herein. Tenant hereby executes this Certificate, intending reliance hereon by Purchaser and by Lender, and their successors and assigns. Tenant has full authority to execute this Certificate, which has been duly authorized by all necessary action.

*[Signature page follows.]*

The undersigned, intending to be legally bound hereby, has duly executed and delivered this Certificate as of the day and year first above written.

MICHIGAN VIRTUAL CHARTER  
ACADEMY, LLC.

By:   
Name: Marva Foster  
Title: Board President

26271211

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**LEASE**

**BY AND AMONG**

**CONCORD CAPITAL REAL ESTATE, L.L.C.**

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**AS LANDLORD**

**AND**

**MICHIGAN VIRTUAL CHARTER ACADEMY,  
a Michigan Public School Academy**

**AS TENANT**

**DATED: August 30, 2019**

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## LEASE

### ARTICLE I. PARTIES

THIS LEASE ("**Lease**") made as of September 15<sup>th</sup> 2019, by and between CONCORD CAPITAL REAL ESTATE, L.L.C., a Michigan Limited Liability Company, of 3020 Charlevoix Drive SE, Grand Rapids, Michigan 49546, its successors and assigns ("**Landlord**"), and Michigan Virtual Charter Academy, a Michigan non-profit corporation operating as a Michigan public school academy, organized and created under Section 6E of the Michigan Revised School Code ("Code") ("**Tenant**"), each a "party" or collectively "parties" as referred to herein.

### ARTICLE II. PREMISES

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Landlord leases to Tenant and Tenant leases from Landlord an area known as 5910 Tahoe Drive SE, Grand Rapids, Michigan 49546 ("**Premises**") comprising Five Thousand Eight Hundred Thirty Eight (5,838) rentable square feet located on the 1st floor of the building (depicted as Exhibit A, Suite B) located within the Centennial Office Park ("**Building**"), together with the right to use in common with other tenants in the Building and Landlord, the common exterior walks, parking areas, hallways, lawns, loading area, driveways and other areas designated by Landlord from time to time for the common use and enjoyment of the tenants of the Building (collectively "**Common Areas**").

### ARTICLE III. USE

Tenant shall use and occupy the Premises solely for general office purposes and ancillary uses, and for no other use or purpose.

### ARTICLE IV. TERM AND POSSESSION

**4.01 Term.** The term ("**Term**") of this Lease shall be Five (5) years, fifteen (15) days, commencing on September 15, 2019 ("**Commencement Date**"), and ending on September 30, 2024, unless extended or sooner terminated as provided in this Lease. The term "Lease Year" as used herein shall mean each consecutive twelve (12) month period commencing on the first (1st) day of the first (1st) full month following the Commencement Date. Tenant may occupy the Premises on September 6, 2019 for the purpose of installing IT equipment, furniture, and telephones.

**4.02 Holding Over.** If Tenant shall remain in possession of the Premises after the expiration of the Term of this Lease and without executing a new Lease, then such holding over

shall at Landlord's option be construed as a tenancy from month-to-month with Base Rent increasing following the first full month after expiration of the Term to one hundred twenty-five percent (125%) of the Base Rent being charged Tenant just prior to such expiration and otherwise subject to all of the conditions, provisions, and obligations of the Lease insofar as the same are applicable to a month-to-month tenancy.

**4.03 Tenant's Option to Terminate.** Provided Tenant is not then in default in the performance of any of its covenants and agreements under this Lease beyond any applicable grace period, Tenant shall have the option to terminate this Lease at any time following the date that is 36 months from the Commencement Date by providing Landlord with written notice of its intent to cancel on not less than 180 days prior written notice. If Tenant exercises its right to cancel, Tenant shall pay to Landlord an amount equivalent to: the unamortized costs associated with the Landlord Improvements and all unamortized brokerage commissions paid by Landlord over the Lease Term with such payment being due to Landlord on the date the option to terminate is exercised.

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**4.04 Tenant's Option to Extend.** Tenant shall have the right to extend the Term of the Lease for two (2) periods of five (5) years each, commencing on the expiration of the original Lease Term or the expiration of the first option period, as the case may be. Written notice of Tenant's election to extend the Term of this Lease must be received by Landlord via certified mail, return receipt requested, at least one hundred eighty (180) days prior to the expiration of the original Lease Term or the first option period, as the case may be, failing which Tenant shall be deemed to waive such option, time being declared of the essence. Said renewals shall be on all the same terms and conditions of this Lease, with Base Rent increased as provided below. In no event shall Tenant be entitled to extend the Term of this Lease more than a total of ten (10) years beyond the original Lease Term. The Minimum Rent during the Option Terms(s) shall be as follows:

<u>Lease Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>Per Square Foot Rate</u>
<u>6</u>	\$ 97,494.60	\$ 8,124.55	\$16.70
<u>7</u>	\$ 99,888.18	\$ 8,324.02	\$17.11
<u>8</u>	\$102,398.52	\$ 8,533.21	\$17.54
<u>9</u>	\$104,967.24	\$ 8,747.27	\$17.98
<u>10</u>	\$107,594.34	\$ 8,966.20	\$18.43
<u>11</u>	\$110,279.82	\$ 9,189.99	\$18.89
<u>12</u>	\$113,023.68	\$ 9,418.64	\$19.36
<u>13</u>	\$115,884.30	\$ 9,657.03	\$19.85
<u>14</u>	\$118,744.92	\$ 9,895.41	\$20.34
<u>15</u>	\$121,722.30	\$10,143.53	\$20.85

**4.05 Tenant's Right of First Offer.** Subject to the terms and conditions set forth in this Section. Tenant shall have an ongoing right of first offer (the "Right of First Offer") with respect

to any adjacent contiguous space, any suite on the floor above or below the Premises within the Building (the "First Offer Space"). Provided that Tenant is not then in default of its obligations under the Lease. Landlord shall notify Tenant if the First Offer Space: (i) is available for lease; or (ii) will be available for lease within thirty (30) days after such notice is given. Tenant shall within fifteen (15) days after the receipt of such notice, if at all, submit to Landlord a written offer to lease the First Offer Space at the following terms or better, which offer Landlord may accept or reject in its sole discretion: (i) minimum rent and charges at the same rate as the then existing Premises, (ii) for the entire remaining term of the Lease for the then existing Premises. If Tenant does not timely make an offer pursuant to the immediately preceding sentence, or if Landlord does not accept Tenant's offer, Landlord may enter into a lease or leases for all or a part of the First Offer Space upon such terms and conditions and with such tenants as Landlord shall determine in its sole discretion and Tenant's Right of First Offer for such available space shall become null and void.

**4.06 Basement Storage.** Tenant shall be provided the right of first offer to lease from Landlord 821 square feet of secured storage space located in the basement of the Building at a rate of \$6.00 per square foot for the First Lease Year increasing at the rate of 2.5% each year thereafter.

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#### ARTICLE V. RENT

Landlord and Tenant hereby agree that the following rent shall be payable by Tenant to Landlord:

**5.01 Base Rent.** So long as the Premises has been turned over to the Tenant on September 15, 2019 (the "Rent Commencement Date"), Tenant shall pay to Landlord the rental amounts set forth in Section 5.02, to be paid in advance in equal monthly installments on the last business day of the month preceding the month for which such rental covers ("**Base Rent**"). Base Rent shall abate entirely from the Commencement Date to the Rent Commencement Date.

**5.02 Base Rent Amounts.**

#### FIRST FLOOR

<u>Lease Year</u>	<u>Cost Per Square Foot</u>	<u>Monthly</u>	<u>Yearly</u>
1	\$14.75	\$7,175.88	\$86,110.56
2	\$15.12	\$7,355.88	\$88,270.56
3	\$15.50	\$7,540.75	\$90,489.00
4	\$15.89	\$7,730.49	\$92,765.88
5	\$16.29	\$7,925.09	\$95,101.08

If Tenant timely exercises its option to extend the Lease pursuant to Section 4.04 hereof. Basic Rent shall as set forth in Section 4.04 herein and increase by 2.5% from the immediately preceding year.

**5.03 Additional Rent.** All sums which Tenant in any of the provisions of this Lease assumes or agrees to pay, or which are to be at the expense or debt of Tenant or the responsibility of Tenant, including expenses incurred by Landlord as a result of Tenant's default, are deemed and considered to be "**Additional Rent**," which shall be due upon Landlord's demand unless otherwise provided in this Lease. In the event of non-payment thereof, Landlord shall have all of the rights and remedies provided for herein and by law, in the case of non-payment of rent. Base Rent and Additional Rent shall hereafter be referred to as "**Rent**."

**5.04 Form of Payment.** Rent shall be paid without notice or demand (except where notice or demand is required by the terms of this Lease) in such coin or currency of the United States of America as at the time shall be legal tender for the payment of public and private debts to Landlord at 3020 Charlevoix Drive SE, Grand Rapids, Michigan 49456, or to such other person or place as Landlord shall from time to time designate by giving written notice thereof to Tenant as in Article XVII of this Lease.

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**5.05 Security Deposit.** None.

**5.06 Late Charge.** Any monthly installment of the Base Rent payable under this Lease that is paid more than five (5) business days from its due date shall be assessed an automatic late charge of five percent (5%) of the overdue Rent. Tenant shall only be entitled to this 5-day grace period two (2) times in any calendar year and which shall not exceed ten (10) times cumulatively during the Term. Should Tenant default more than the permitted number, there shall be no grace period and the late charge shall accrue on the date the applicable Rent was due. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount.

**5.07 Set-Off.** Subject to Tenant's rights under Article XXVI, any Rent due under this Lease shall be paid by Tenant when due without any setoff, deduction or reduction whatsoever. Tenant's obligation to pay Rent that is accrued and unpaid under this Lease shall survive the expiration or termination of the Term.

**5.08 Interest.** Rent which is not paid within five (5) business days of the date due shall bear interest from the date due until paid at a rate equal to the lesser of twelve percent (12%) per annum or the highest amount permitted by law. Tenant shall only be entitled to this 5-day grace period two (2) times in any calendar year and which shall not exceed ten (10) times cumulatively during the Term. Should Tenant default more than the permitted number, there shall be no grace period and interest shall accrue on the date the applicable Rent was due. The payment of such interest shall not excuse or cure any default by Tenant under this Lease. Such interest shall be in addition to, and not in lieu of, any late charge imposed. The payment of interest shall not excuse or cure any default by Tenant under this Lease. Payments received from

Tenant shall be applied by Landlord as follows: first to late fees and accrued interest; second to Additional Rent; and third to Base Rent.

## ARTICLE VI. LANDLORD'S REQUIREMENTS

**6.01 Services.** So long as Tenant is in no manner of payment default following notice and opportunity to cure, Landlord shall:

(a) **Heat.** Furnish heat to the Premises, when necessary, on business days from 8 a.m. to 6 p.m. ("**Business Hours**") adequate for general office use.

(b) **Air Conditioning.** Furnish air conditioning to the Premises, on business days during Business Hours adequate for general office use.

(c) **Janitorial Services.** Subject to Tenant's obligation to pay for such services pursuant to Section 7.01(b), furnish Janitorial Services to the Premises and the Common Areas. "**Janitorial Services**" shall mean cleaning the Premises and Common Areas in accordance with cleaning standards for similar office buildings in the Grand Rapids area, but only on business days, periodically cleaning the windows as Landlord shall determine to be necessary, replacing light bulbs that have burned out in the Premises and Common Areas, spraying to control pests as Landlord shall determine to be necessary, and furnishing all supplies that are used in connection with the foregoing.

(d) **Electricity.** Subject to Tenant's obligation to pay for such service pursuant to Section 7.01(b), furnish an adequate amount of electricity for general office use in the Premises and Common Areas during Business Hours on business days.

(e) **Insurance.** Insure the Building against loss or damage under a "Special Risk" policy of fire and extended coverage insurance for the replacement cost of the Building.

(f) **Maintenance and Repair.** Provide at its sole cost all maintenance and repair services for the Premises, the Building, and the Common Areas, excluding those items that are the responsibility of Tenant as set forth below.

(g) **Sewer and Water.** Furnish sewer and water services to the Premises and the Building.

(h) **Pay Mortgage.** Pay and perform when due Landlord's obligation under any mortgage, lien, or other encumbrance covering the Building.

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(i) **Parking.** Provide and maintain for Tenant's and each of the Building's other tenant's non-exclusive use the current existing fifty-five (55) parking spaces (which number shall not be reduced) including those adjacent to Tenant's entrance to the Building and provide for snow removal of such parking area and walkways thereto. Signage to be at Tenant's Expense with Landlord's reasonable prior approval.

(j) **Access to Premises.** Provide twenty-four (24) hour, seven (7) days per week, (365) days per year access to the Premises, except as may be temporarily limited by Sections 6.02 and 8.02 of this Lease. All door locks to the Common Areas of the Building will use a master key system which will allow Tenant such access at all times.

(k) **Signage.** Tenant shall have the right to display a sign on the monument sign at the corner of Charlevoix and Tahoe, at the entrance of its suite and in any Building Directory. All signage shall conform with and be subject to municipal and Landlord reasonable approval.

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**6.02 Suspend Utilities.** Landlord may, without liability or responsibility to Tenant, from time to time, suspend the operation of the heating, air conditioning, elevator, plumbing and electrical systems, or any services required to be rendered to Tenant under this Lease: (a) when such suspension shall become necessary by reason of strike, accident, emergency, or any other cause beyond Landlord's reasonable control, or (b) at such time as in the judgment of Landlord, repairs, alterations, replacements, or improvements thereto are required to be made, provided there is not an unreasonable interference with the conduct of Tenant's business for more than a forty-eight (48) hour period. Landlord shall give Tenant advance notice of such interruption of services whenever possible.

**6.03 Landlord Selects Services.** All services to the Building provided by Landlord hereunder shall be selected by Landlord and such selection shall be Landlord's sole control and discretion, subject to standards for similar buildings in the Grand Rapids area.

**6.04 Possession.** Landlord shall deliver possession of the Premises on the Commencement Date, but may deliver possession earlier to Tenant for the sole purpose of allowing Tenant to make Landlord-approved Alterations, if any, and to move in Tenant's personal property, provided; however, in such case Tenant shall assume all responsibilities and obligations of Tenant under this Lease except the obligation to pay Base Rent. Notwithstanding the foregoing, Landlord shall provide Tenant with immediate access to the Premises for purposes of allowing Tenant to move Tenant's furniture, fixtures, and equipment into the Premises and ready the Premises for Tenant's use.

## ARTICLE VII. TENANT'S COVENANTS

7.01 Tenant shall:

(a) **Pay Rent.** Pay the Rent.

(b) **Pay Electricity and Janitorial Charges.** Pay as Additional Rent the prorated cost to furnish electricity to the Premises and Common Areas and the Janitorial Services for the Premises and Common Areas referenced in Sections 6.01 (d) and 6.01(c) above, respectively. The “**prorated cost**” shall be calculated as the percentage of Tenant’s Premises compared to the occupied office space in the Building at the time such proration is calculated each month.

(c) **Excess Utility Use and Rubbish Removal.** Pay the costs charged by Landlord as Additional Rent for excess services if, in Landlord's reasonable judgment, Tenant shall at any time during the Term of this Lease: (i) Use any utility, such as water, in an extravagant or unreasonable manner or in excess of services customarily used for general office usage, which are not separately charged to Tenant by Landlord or paid directly by Tenant to the utility provider; or (ii) Require removal of refuse and rubbish from the Premises in an amount greater than that customary and reasonable for general office use unless such refuse and garbage removal is already paid for Tenant pursuant to Section 7.01(b) above.

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(d) **Maintain Premises.** Keep the Premises in good order and repair. Tenant shall maintain and repair the painted surfaces and tile wall in the Premises. Tenant shall have the right, but not the obligation, to paint and decorate the Premises with prior written approval of Landlord. Tenant shall pay as Additional Rent the cost of repair or restoration of the Premises or Building, or any part thereof, if damaged by the intentional act or negligence of Tenant or Tenant’s agents, employees, contractors, or invitees (collectively, “**Tenant’s Agents**”). Tenant shall only replace and pay the cost of glass, windows, doors, door frames, ceiling, elevators, or fixtures if same are broken or damaged solely due to negligent or intentional acts of Tenant or Tenant’s Agents.

(e) **Communication Service.** Provide, at Tenant's sole expense, communication services, including, but not limited to, telephone services.

(f) **Re-Deliver Possession.** Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Tenant shall: (i) Restore the Premises to the same condition in which they were in at the beginning of the Term (except normal wear and tear, and as otherwise provided in this Lease), remove all of its personal property (including all signs, symbols and trademarks pertaining to its business) from the Premises, and repair any damage to the Premises caused by such removal; and (ii) Surrender possession of the Premises to Landlord. If Tenant shall fail or refuse to restore

the Premises as hereinabove provided, Landlord may do so and recover its cost for so doing as Additional Rent. If Tenant shall fail or refuse to comply with Tenant's duty to remove all personal property from the Premises and the Building upon the expiration or termination of this Lease, the parties hereto agree and stipulate that Landlord may, at its election: (i) treat such failure or refusal as an offer by Tenant to transfer title to such personal property to Landlord, in which event the title thereto shall thereupon pass under this Lease as a bill of sale; or (ii) treat such failure or refusal as conclusive evidence, on which Landlord shall be entitled to rely absolutely, that Tenant has forever abandoned such personal property. In either event, Landlord may, with or without accepting title thereto, keep or remove, store, destroy, discard or otherwise dispose of all or any part thereof in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. In no event shall Landlord ever become or be charged with the duties of a bailee of any personal property of Tenant. The failure of Tenant to remove any personal property from the Premises shall forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to any such property which Tenant fails to remove. If Tenant shall fail or refuse to surrender possession of the Premises to Landlord upon termination or expiration of this Lease, Landlord may immediately, without notice, re-enter the Premises and dispossess all persons and effects therefrom, using such force as may be necessary. Landlord shall also be entitled to such other remedies as may be provided it by law or in equity.

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(g) **Comply With Laws.** Comply promptly with all laws, rules, regulations, and ordinances and other notices, requirements, orders, regulations, and recommendations of any and all federal, state, county, municipal and/or other authorities (collectively, "**Applicable Laws**") and of the board of fire underwriters and any insurance organizations or associations, and/or companies, with respect to Tenant's conduct or use of the Premises, and pay to Landlord, as Additional Rent, any and all increases in premiums on insurance (hazard and liability) now or hereafter carried by Landlord on the Premises, land, or Building, which increases are caused by Tenant's breach of any of the provisions of this Lease.

(h) **Use Precaution.** Use reasonable precaution against fire, or other casualty.

(i) **Provide Notice.** Give to Landlord prompt written notice of any accident, fire, casualty, theft or damage occurring on or to the Premises, and of any defects in the apparatus or equipment in the Premises.

(j) **Certification of Lease.** Within twenty (20) days after request therefor by Landlord, deliver to Landlord in recordable form a certificate to such person as Landlord may designate certifying (if such be the case) that this Lease is

in full force and effect and that there are no alleged defaults by Landlord hereunder or stating those claimed by Tenant, the amount of the Rent and security deposit, and any other information regarding the Lease that is reasonably requested. Landlord shall upon Tenant's request provide a similar certificate to Tenant.

(k) **Lock Doors.** Lock all exterior doors and turn out lights in the Premises before leaving the Premises unoccupied. All door locks in the Premises are to be keyed to the Building master key system, providing that only Landlord and the Building cleaning personnel shall have access to the Premises under such master key system.

(l) **Basement Access.** Permit access to the Premises in order to allow Landlord to fully comply with any and all fire or emergency requirements involving access from the basement of the Building, as well as to allow Landlord, its agents, and other tenants of the Building who have property and/or storage space in the basement to access such basement area when the elevator in the Common Areas does not provide sufficient access to the basement. Such entranceway to the stairwell for the basement may have an alarm system with respect to the opening but shall remain unlocked for immediate access at all times. Landlord will require access thru Tenants basement space to service room adjacent to the west storage locker.

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(m) **Personal Property Taxes.** Pay all personal property taxes relating to Tenant's personal property and trade fixtures, on the Premises before any penalty or interest attaches.

7.02 Tenant shall not perform or permit any of the following acts to be performed by Tenant or Tenant's Agents without the prior written consent of Landlord:

(a) **Purpose.** Occupy or use the Premises in any other manner or for any other purpose than as set forth in this Lease.

(b) **Alterations.** Except as permitted by the Lease terms, make any Alterations to the Premises.

(c) **Harmful Machinery.** Use or operate any machinery that, in Landlord's reasonable opinion, is harmful to the Building or disturbing to tenants occupying other parts thereof.

(d) **Weights.** Place any weights in any portion of the Building beyond the safe carrying capacity of the structure and, if applicable, elevator.

(e) **Commodities.** Manufacture any commodity.

(f) **Insurance Compliance.** Do or suffer to be done, any act, matter, or thing in violation of the provisions of any insuring policies or whereby the insurance or any other insurance now in force or hereafter to be placed on the Premises, or on the land and Building shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than Tenant's intended use on the date of execution of this Lease.

(g) **Odors and Noise.** Permit any odor, noise, sound, or vibration which may, in Landlord's reasonable judgment, unreasonably impair the use of any part of the land and Building or reasonably interfere with the business and/or occupancy of any other tenants, or make or permit any disturbances of any kind in the Building, or reasonably interfere in any way with other tenants or those having business in the Building.

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(h) **Obstructing Common Areas.** Obstruct any Common Areas, use the same for any purpose other than egress and ingress to and from the Premises, use the same as a waiting room or lounging place for Tenant or Tenant's Agents, or use the same in any way that interferes with the use or enjoyment by any other person.

(i) **Window Coverings.** Tenant shall have the right to install window blinds or draperies provided that Landlord, in its sole discretion, approves the style and color of the exterior surface of such blinds or draperies.

(j) **Kitchen and Bathroom Use.** Use or permit any of the kitchen, toilet rooms, water closets, sinks, or other apparatus or systems to be used for any purpose other than those for which they were constructed, or permit any sweepings, rubbish, rags, ashes, chemicals, or refuse or other unsuitable substances to be thrown or placed therein.

(k) **Outside of Premises.** Place or allow to be placed any items on the outside of the Building, on the windows, window sills, or projections thereof including, without limitation, any awnings, or other projection to the roof or outside walls of the Premises or of the Building.

(l) **Signs.** Inscribe, paint, or affix or permit to be inscribed, painted, or affixed any sign, advertisement, or notice on any part of the Building, inside or out, except that Tenant has the exclusive right at its sole expense to place its name on the entrance door to the Premises and exclusive use of the monument sign located along Tahoe Drive, subject to Landlord's prior approval, which shall not be unreasonably withheld, delayed, or conditioned.

(m) **Animals.** Keep any animal in or about the Premises.

(n) **Roof.** Enter upon the roof of the Building or any adjoining buildings except as reasonably necessary for the installation, maintenance, replacement and repair of Tenant's antennae, satellite and weather station equipment.

(o) **Electricity.** Intentionally use electricity in the Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Premises or make any alteration or addition to the electric system of the Premises.

(p) **Liens.** Execute or deliver any financing or security agreement of any kind that may be considered a lien upon the Premises, the land, or Building, do any act which will in any way encumber the title of Landlord in and to the Premises, including, without limitation, allowing or authorizing a lien for construction work, or allow the interest or estate of Landlord in the Premises be in any way subject to any claim whatsoever by virtue of any act or omission of Tenant.

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#### **ARTICLE VIII. RIGHTS RESERVED TO LANDLORD**

Landlord shall have the right, but shall be under no obligation, to do the following things, at any time in or about the Premises, the land, or Building:

**8.01 Rules.** Make such reasonable uniform rules and regulations not inconsistent with the provisions of this Lease that shall uniformly apply to all tenants as in Landlord's reasonable judgment may from time to time be necessary for the safety, care, and cleanliness of the Premises, land, or Building, and for the preservation of good order therein but nothing in this Lease shall be construed to mean that Landlord is assuming responsibility for the security and safety of Tenant, Tenant's Agents, or their respective property. Such rules and regulations shall, when notice thereof is given to Tenant, form a part of this Lease.

**8.02 Discontinue Services.** So long as it does not unreasonably interfere with Tenant's use and enjoyment of the Premises, Landlord may discontinue all facilities furnished and services rendered by Landlord or any of them, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for this Lease.

**8.03 Alterations.** Make alterations or additions to and build additional stories upon the Building or build an adjoining building provided there is not a material adverse effect upon Tenant's use of the Premises.

**8.04 Entry of Premises.** Enter and go upon the Premises and every part thereof by itself or its duly authorized agents, at reasonable times and upon reasonable advance notice

which shall not unreasonably interfere with Tenant's normal business operations (except in case of emergency which shall not require such advance notice or to access the basement as provided above) including, but not limited to, the purposes of:

(a) To inspect the Premises and every part thereof and to make repairs, alterations, and additions thereto and to the Building and to run such wires, utility systems, or appurtenances thereto and in connection with the foregoing to take such material into and upon the Premises that may be required therefore, all as Landlord shall deem necessary for the safety, improvement, preservation, or restoration of the Building, or the Premises, or for the safety or convenience of the present or future occupants thereof, and

(b) To exhibit the Premises to parties desiring to lease the same within six (6) months prior to termination of this Lease, or to show the Premises to any prospective purchasers of the Building or any other parties having an interest or prospective interest therein.

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Landlord shall be neither liable nor responsible for any loss to Tenant or Tenant's business which may occur by reason of such entry, so long as Landlord acts reasonably to minimize interference with Tenant's use of the Premises. If Tenant is not present to open and permit an entry into the Premises, Landlord or Landlord's agents may enter the same whenever such entry cannot be accomplished at another time and is necessary by master key or in an emergency forcibly.

**8.05 No Right to Relocate.** Landlord shall have no right to relocate Tenant.

#### **ARTICLE IX. COVENANT OF QUIET ENJOYMENT**

Landlord warrants that it has the power and authority to enter into this Lease, and so long as Tenant keeps and performs each and every covenant, agreement, term, provision, and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises without hindrance or molestation by Landlord or by any person claiming under Landlord, subject nevertheless to all of the covenants, agreements, terms, provisions, and conditions of this Lease and/or mortgage to which this Lease is or shall be subject and subordinate, as limited by Article XXV below.

## ARTICLE X. INSURANCE

**10.01 Tenant's Indemnification.** To the extent permitted by law, Tenant shall defend, indemnify, and save harmless Landlord against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, expenses, and attorneys' fees paid or incurred by Landlord as a result of or in connection with:

(a) Tenant's use of the Premises and the Common Areas;

(b) Loss of life, personal injury and/or damage to property occurring in or about, or arising out of the Premises, to the extent the same are occasioned wholly or in part by reason of any act or omission of Tenant or Tenant's Agents; or

(c) Any failure on the part of Tenant to keep, observe, and perform any of the terms, covenants, agreements, conditions, or limitations contained in this Lease which on Tenant's part are to be kept, observed, and performed.

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**10.02 Landlord's Indemnification.** Except as otherwise prohibited by law, Landlord shall not be liable for any damage, either to person or property, sustained by any party not due solely to the negligence of Landlord.

### **10.03 Commercial General Liability Insurance.**

(a) Tenant shall, at its expense, maintain throughout the Term of this Lease, with an insurance carrier acceptable to Landlord and having an A.M. Best rating of "A-" or better, commercial general liability insurance (including contractual liability, personal injury, broad-form property damage, extended liability, and products coverage) insuring against death and/or injuries sustained or claimed to have been sustained on or about the Premises or directly or indirectly arising out of Tenant's business in the Premises. Said insurance shall be in an amount not less than Two Million Dollars (\$2,000,000) for each occurrence of bodily injury and/or property damage and shall be an "occurrence" policy, not a "claims-made" policy. By endorsement, Landlord shall be named as an additional insured at no cost to Landlord. The certificate or copy of the policy required under subparagraph 10.05 below shall identify all exclusions or reductions in coverage to the standard ISO 1986 general liability policy.

(b) Landlord shall, at its expense, maintain throughout the Term of this Lease, with an insurance carrier having an A.M. Best rating of "A-" or better, commercial general liability insurance. Said insurance shall be in an amount not less than Two Million Dollars (\$2,000,000) for each occurrence of bodily injury and/or property damage and shall be an "occurrence" policy, not a "claims-made" policy.

(c) Tenant shall, at its expense, also obtain and maintain during the Term of this Lease workers' compensation insurance on its employees and in all respects comply with all workers' compensation laws and regulations of the State of Michigan. No persons hired by Tenant shall be deemed employees of Landlord. Evidence of workers' compensation insurance reasonably acceptable to Landlord shall be promptly sent to Landlord.

(d) Tenant shall insure, during the Term of this Lease, all its personal property upon the Premises or elsewhere located in the Building or on the land to the full extent of its replacement value under a policy of fire and extended coverage and vandalism and malicious mischief insurance.

(e) Tenant shall maintain, during the Term of this Lease, business interruption insurance with respect to Tenant's business operations in the Premises, in amounts and coverages sufficient to insure Tenant against casualties typically covered by a policy of fire and extended coverage and vandalism and malicious mischief insurance.

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**10.04 Subrogation.** Except as otherwise provided in this Lease, Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property covered (or required by this Lease to be covered) by any insurance, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to any loss or damage occurring during such time as the policy or policies or insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair said insurance or prejudice the right of the insured to recover thereunder. Landlord and Tenant hereby agree that their respective insurance policies shall during the Term contain a waiver of subrogation clause.

**10.05 General Insurance Requirements.** All policies of insurance required to be carried by this Lease shall provide, by endorsement or otherwise, that such insurance may not be canceled, terminated, amended or modified for any reason whatsoever, except upon thirty (30) days' prior written notice. Prior to the time such insurance is first required to be carried, and thereafter, at least fifteen (15) days prior to the expiration of any such policy, the insured agrees to deliver to the other party either a duplicate original of the aforesaid policy or a certificate evidencing each such insurance coverage, together with evidence of payment for the policies. If a certificate is provided, it shall contain a statement substantially in the form of the first sentence of this paragraph. A party's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling the other party to exercise any or all of the remedies as provided in this Lease in the event of that party's default.

## ARTICLE XI. CONDEMNATION

**11.01 Waiver.** Tenant hereby waives any loss or damages or claims therefore resulting from the exercise of the power by eminent domain of any governmental or other party exercising the same, whether such loss or damage results from condemnation of part or all of the Premises or any portion of the land, Building or Common Area, except that Tenant may claim against the condemning authority for relocation and moving expenses, provided it does not reduce or diminish Landlord's award.

**11.02 Partial Taking.** If only a part of the Premises shall be so taken, and sufficient area remains to allow Tenant to properly perform its normal business functions, as reasonably determined by Tenant, and this Lease is not terminated by Landlord or Tenant as hereinafter provided, the Base Rent shall be abated in proportion to the area so taken, as of the date of taking by the public authority.

**11.03 Termination Due to Taking.** In the event any part of the Premises or any part of the Common Areas or parking areas serving the Building shall be taken as a result of the exercise of the power of eminent domain, Landlord and/or Tenant, if such taking results in insufficient area for the conduct of Tenant's business as reasonably determined by Tenant, may terminate this Lease by giving notice thereof to the other party within sixty (60) days after the date of said taking and in such event this Lease shall thereupon terminate on such date and Base Rent shall be apportioned as of the date of said termination. In addition, Tenant may terminate this Lease if, after a taking, (a) Landlord has not restored the Premises or the Building within six (6) months of the date of the taking (regardless of force majeure) or (b) fewer than twenty-four (24) months remain in the term of the Lease as of the date of the taking. Landlord covenants that it will give reasonable notice to Tenant of any proceedings of eminent domain concerning the Premises and reasonable notice of any taking in whole or in part of the Premises, to the extent Landlord has received such notice.

**11.04 Landlord's and Tenant's Obligation for Restoration.** In the event (i) neither party hereto shall elect to terminate this Lease, or (ii) less than thirty percent (30%) of the Premises are so taken, Landlord shall, at its own cost and expense, make all necessary repairs and alterations to the basic building and Premise, as to constitute the remaining premises a complete architectural unit; and Tenant shall, at Tenant's sole cost and expense, repair and restore the interior of the Premises, trade fixtures, furnishings, operating equipment and personal property, including signs, wall coverings, carpeting and drapes. In the event this Lease shall not be terminated, all of the terms herein provided shall continue in effect, except, that the minimum rent shall be reduced in proportion to the amount of the Premises taken.

**11.05 Unsafe Premises.** If the Premises or the Building are declared unsafe by any duly constituted authority having the power to make such determination, or are the subject of a violation notice or notice requiring substantial repair or reconstruction, Landlord at its option may terminate this Lease, and in such event, Tenant shall immediately surrender the Premises to

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Landlord and thereupon this Lease shall terminate and the Base Rent shall be apportioned as of the date of such termination.

## ARTICLE XII. DAMAGE OR DESTRUCTION

**12.01 Casualty Damage.** If the Premises shall be damaged by the elements or fire or other casualty but are not thereby rendered untenable or unfit for the conduct of Tenant's business in whole or in part, Landlord shall cause such damage to be promptly repaired to the condition prior to such occurrence (so long as Landlord's mortgagee permits the insurance proceeds to be so applied) and the Rent shall not be abated unless such damage renders the Premises partially unfit for the conduct of Tenant's business in which event rent shall abate in proportion to the area rendered unfit for Tenant's use until such damage is repaired. If the Premises shall be rendered wholly untenable or unfit for the conduct of Tenant's business by reason of such occurrence, Landlord shall cause such damage to be repaired (so long as Landlord's mortgagee permits the insurance proceeds to be so applied) and Rent meanwhile shall be abated in whole; provided, however that Landlord or Tenant shall have the right, to be exercised by notice in writing delivered to the other party within sixty (60) days from and after said occurrence, to terminate this Lease and the tenancy hereby created shall cease as of the date of said occurrence and the Rent shall be adjusted as of said date. If Landlord's mortgagee shall not permit the insurance proceeds to be applied as outlined above, Tenant shall have the right to terminate this Lease and any rent paid in advance shall be promptly refunded to Tenant.

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**12.02 Substantial Damage.** If the Building (but not the Premises) shall be substantially damaged by elements of fire or other casualty, Landlord shall cause such damage to be promptly repaired to the condition prior to such occurrence (so long as Landlord's mortgagee permits the insurance proceeds to be so applied). If Landlord's mortgagee shall not permit the insurance proceeds to be applied as outlined above, Tenant shall have the right to terminate this Lease and any rent paid in advance shall be promptly refunded to Tenant.

## ARTICLE XIII. ASSIGNMENT AND SUBLETTING

**13.01 Written Consent.** Tenant shall not assign this Lease, or sublet the Premises or improvements thereon, or any portion or interest hereof, without in each case first obtaining the written consent thereto of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall not permit any transfer by operation of law or permit the use of the interest in the Premises acquired by or through this Lease. Any assignment not in accordance with the provisions of this section shall be null and void. No consent by Landlord to an assignment or subletting shall be construed to relieve Tenant from its obligations under this Lease or from obtaining Landlord's written consent to any further assignment or subletting, unless Landlord consents in writing to release Tenant from the obligations. Tenant shall pay Landlord's reasonable attorneys' fees and other out-of-pocket costs in reviewing and acting upon any requested assignment or subletting under this Lease to a maximum of Five Hundred (\$500)

dollars. Landlord shall have no right to recapture any portion of the Premises which is subject to a permitted assignment or sublease.

**13.02 Subsidiary Assignment/Sublease.** Notwithstanding the above, it is understood and agreed that Tenant may assign or sublet this Lease without Landlord's consent, at any time during the Term of this Lease to any subsidiary or affiliate of Tenant or any entity which directly or indirectly controls or is controlled by; or under common control of the Tenant, or to any other entity which succeeds to all or substantially all of the assets for business of Tenant, providing said assignment or subletting shall not release Tenant from the obligations of this Lease and Tenant shall remain primarily responsible for the payment of Rent and for the performance of all other terms and conditions of this Lease.

#### ARTICLE XIV. ENVIRONMENTAL RESTRICTIONS

**14.01 Hazardous Substances.** Landlord will not use Hazardous Materials as hereinafter defined, on or at the Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Landlord uses or stores any Hazardous Materials on the Premises, then with regard to such use or storage of any Hazardous Materials upon the Premises, the Hazardous Materials shall be stored and/or used in compliance with all federal, state and local laws and regulations; and without limiting the foregoing. Landlord shall not cause the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable Environmental Laws, nor shall Landlord cause, as a result of any intentional or unintentional act or omission on the part of Landlord, the release of Hazardous Materials into the Premises.

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Tenant will not use Hazardous Materials as hereinafter defined, on or at the Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Tenant uses or stores any Hazardous Materials on the Premises, then with regard to such use or storage of any Hazardous Materials upon the Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing Tenant shall not cause the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable Environmental Laws, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Premises.

Except as otherwise provided in immediately preceding Section, with respect to the release of Hazardous Materials upon the Premises to the extent caused by or resulting from the activities of Tenant, its employees, invitees or agents on the Premises (excluding the migration of existing Hazardous Substances, except to the extent such migration is caused or contributed to by

Tenant). Tenant shall; (i) to the extent required by applicable Environmental Law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Premises in accordance with all applicable Environmental Law, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) to the fullest extent permitted by law, defend, indemnify and hold harmless Landlord and its employees, managers, partners, officers, directors, attorneys, contractors and agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to; (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon to the extent caused or contributed to by Tenant, its employees, officers, agents or invitees; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials to the extent caused or contributed to by Tenant; and (3) any violation of Environmental Laws which are based upon or in any way related to Hazardous Materials to the extent caused or contributed to by Tenant, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses. Tenant's obligations under this Section excludes the release of Hazardous Materials upon the Premises that were caused or resulted from activities occurring prior to Tenant occupying the Premises.

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**14.02 Indemnification.** Excluding matters disclosed by any baseline assessment and any matter identified by a study or report previously prepared. To the extent permitted by law, Tenant shall indemnify, defend, and hold harmless Landlord, its contractors, employees, agents, successors and assigns, from and against any and all damages, claims, liabilities or losses, including, without limitation, environmental investigation and remediation costs and reasonable attorneys' and other fees, arising out of the breach of this Article XIV by Tenant or Tenant's Agents. Such duty of indemnification shall include, but not be limited to, damage, liability or loss arising under all Applicable Laws (including, but not limited to, environmental Applicable Laws), and shall survive the termination of this Lease.

Landlord shall defend, indemnify and hold Tenant harmless from and against all claims, losses, damages, costs, response costs and expenses, liabilities, and other expenses caused by, arising out of, or in connection with the presence of Hazardous Substances to the extent specifically disclosed by a previous baseline assessment or any matter identified by a study or report previously prepared.

**14.03 Notification.** Tenant agrees to notify Landlord immediately of any disposal of a Hazardous Substance on or near the Premises, of any discovery of a Hazardous Substance on or near the Premises, and of any notice received from a governmental authority or private party alleging or suggesting that a disposal of a Hazardous Substance on or near the Premises may have occurred, as soon as Tenant becomes aware of any such information or notice. Furthermore, Tenant agrees to provide to Landlord full and complete access to any documents or information in Tenant's possession or control relevant to the question of generation, release, manufacture,

production, processing, treatment, storage or disposal of a Hazardous Substances on or near the Premises.

**14.04 Corrective Action.** In the event that an environmental review discloses that the Premises contain any such Hazardous Substance, and the Hazardous Substance that first arose as a result of any act or omission by Tenant or Tenant's Agents, Tenant shall immediately, at its sole cost and expense, commence and pursue diligently to completion all corrective action required to both (a) bring the Premises into compliance with Applicable Laws, and (b) reasonably satisfy Landlord that the Hazardous Substance has been removed to the extent reasonably possible. In the event any of the Hazardous Substance remains, Tenant's liability for the removal of the same shall continue indefinitely, and Landlord may by written notice to Tenant require Tenant to perform further remediation efforts if in the future (i) Applicable Laws change in such a manner as to make the concentration of Hazardous Substance illegal, or (ii) remediation technology changes in such a manner that it becomes possible to successfully remediate more of the Hazardous Substance.

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**14.05 Definition. "Hazardous Substance"** shall mean (a) any hazardous substance as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq, as amended, (b) any hazardous waste or hazardous substance as those terms are now or hereafter defined in any Applicable Law, (c) petroleum products, including, without limitation, crude oil or any fraction thereof, or (d) any other substance now or hereafter declared to be hazardous or toxic under the common law.

## ARTICLE XV. ALTERATIONS

**15.01 Written Consent.** With the exception of painting and decorating by Tenant, Tenant shall not do any work in or about the Premises or make any alterations, modifications, improvements, or additions (collectively, "Alterations") thereto without the written consent of Landlord, which shall not be unreasonably withheld. All work to be done or performed in or about the Premises by Tenant, shall be at Tenant's cost and expense, in accordance with such Landlord-approved plans and specifications prepared by and at the expense of Tenant, and performed by Landlord-approved contractors and subcontractors.

Fixtures purchased by the Tenant with Tenant's funds are owned by Tenant. All furnishings and equipment which are not attached or affixed to the Premises made or placed by Tenant upon the Premises shall be the property of the Tenant. Tenant shall be permitted to remove the same at the end of the term of this Lease, but only if such removal causes no molestation or injury to the Premises or the building in which the Premises are located.

**15.02 Construction Liens.** In the event any labor, materials, or equipment are furnished to Tenant with respect to which any construction, mechanic's or materialman's lien might be filed against the Premises, the land, or Building, Tenant shall take such other appropriate action prior to the furnishing of such labor, materials, or equipment to assure that no such lien may be filed and pay, when due, all sums of money that may become due for any such labor, materials, or

equipment and to cause any such lien to be fully discharged and released promptly upon receiving notice thereof. However, Tenant shall have the right to contest in good faith any such lien provided Tenant first provides a bond or other security satisfactory to Landlord and Landlord's mortgagee.

**15.03 Landlord Keeps Improvements.** Any Alterations made by Tenant, as well as Landlord's Work (as defined in Article XXVII) shall remain upon the Premises at the expiration and early termination of this Lease and shall become the property of Landlord, unless Landlord and Tenant shall agree in writing at the time of such installation that Tenant may remove the same, in which event Tenant shall remove such Alterations and restore the Premises to the same good order and condition in which they were upon completion of Landlord's Work (provided; however, Tenant or Tenant's Agents have not destroyed or damaged the Premises between the time of taking possession to the Premises and the date Landlord's Work is complete) of this Lease. Should Tenant fail to do so, Landlord may do so, and the cost and expense thereof shall be paid promptly by Tenant to Landlord as Additional Rent. Notwithstanding anything to the contrary, if the Tenant makes improvements to the Premises, Tenant is entitled to recoup those investments if the Lease is terminated by Landlord without cause prior to the conclusion of the Lease term.

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#### **ARTICLE XVI. PERFORMANCE OF TENANT'S COVENANTS**

Tenant shall perform all agreements herein expressed on its part to be performed, and it will promptly upon receipt of written notice of nonperformance thereof, comply with the requirements of such notice; and further, if Tenant shall not comply with such notice to the satisfaction of Landlord within twenty (20) business days after delivery thereof (or, if such compliance cannot reasonably be completed within twenty (20) business days, except in the case of emergency which shall require prompt action, if Tenant shall not commence to comply within such period and thereafter proceed to completion with due diligence), Landlord may, at its option, do or cause to be done any or all of the things specified in said notice, and in so doing Landlord shall have the right to cause its agents, employees, and contractors to enter upon the Premises in a reasonable manner, and Tenant shall pay promptly upon demand any expense incurred by Landlord in taking such action as Additional Rent.

#### **ARTICLE XVII. NOTICES**

If there be more than one Tenant, any notice or demand given by or to any one thereof shall have the same force and effect as if given by or to all. Any notice or demand given by Landlord to Tenant shall be in writing and may be personally delivered or forwarded by Federal Express or certified mail, postage prepaid, addressed to Tenant as follows:

Administrative Office: Michigan Virtual Academy  
Attn: Board President  
5910 Tahoe Drive, SE  
Grand Rapids, MI 49546

and

Field Office: Michigan Virtual Academy  
Attn: Board President  
1620 E. Elza  
Hazel Park, Michigan 48030

or such other address as Tenant may from time to time designate by written notice to Landlord. Any notice or demand to be given by Tenant to Landlord shall be in writing and may be personally delivered or forwarded by Federal Express or certified mail, postage prepaid, addressed to Landlord as follows:

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Concord Capital Real Estate, L.L.C.  
3020 Charlevoix Drive SE  
Grand Rapids, Michigan 49546  
Telephone: (616) 949-0121

or such other address or addresses as Landlord may from time to time designate by written notice to Tenant.

#### ARTICLE XVIII. EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an event of default hereunder:

**18.01 Bankruptcy.** The filing of a petition by or against Tenant for adjudication as bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant, which action is not discharged or dismissed within sixty (60) days of filing.

**18.02 Rent payment.** Failure of Tenant to pay any portion of Rent within five (5) business days following written notice of such default from Landlord.

**18.03 Covenants.** Tenant's failure to perform any other covenant or condition of this Lease within thirty (30) days after written notice and demand.

**ARTICLE XIX. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT**

**19.01 Accelerated Rent.** In the event of occurrence of an event of default under Article XVIII:

(a) The whole Rent for the balance of the Term of this Lease, as hereinafter computed, or any part thereof, at the option of Landlord shall become due and payable as if by the terms of this Lease the same were payable in advance; and

(b) Landlord may, with ten (10) business days' prior written notice, proceed to collect or bring action for the whole Rent or such part thereof as aforesaid, as being Rent in arrears, or may file a Proof of Claim in any bankruptcy or insolvency proceeding for such proceedings, whether similar to the foregoing or not, to enforce payment thereof.

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**19.02 Rent After Default.** Additional Rent for each year for the balance of the term after the occurrence of any event of default for the purpose of computing the whole Rent for the balance of the Term of this Lease under Sections 19.01 and 19.05 hereof shall be computed as equal to the yearly average of the stated Additional Rent payable by Tenant pursuant to Article V of this Lease for the last three (3) full Lease years immediately preceding the event of default. If less than three (3) full Lease years have not preceded the occurrence of the event of default, then the annual average of Additional Rent payable by Tenant pursuant to Article V of this Lease theretofore required to be paid by Tenant shall be used in the computation of the Rent.

**19.03 Re-entry.** As long as the whole Rent or any part thereof as aforesaid remains unpaid, then Landlord may, at any time thereafter, with or without termination of this Lease, without notice, re-enter and repossess the Premises and any part thereof and attempt to relet all or any parts of such Premises for the account of Tenant for such and upon such terms and to such persons, firms, or corporations and for such period or periods as Landlord, in its sole discretion, shall determine, including the term beyond the termination of this Lease. For the purpose of such reletting, Landlord may decorate or make repairs, changes, alterations, or additions in or to the Premises to the extent deemed by Landlord desirable or convenient, and the cost of such decoration, repairs, changes, alterations, or additions shall be charged to and be payable to Tenant as Additional Rent hereunder, as well as any brokerage and legal fees expended by Landlord, and any sums collected by Landlord from any new tenant obtained on account of Tenant shall be credited against the balance of Rent due hereunder as aforesaid.

**19.04 Lease Termination.** At any time after any uncured event of default shall occur, Landlord, at its option, may terminate this Lease and all of the right, title, and interest of Tenant hereunder shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein specified for expiration of the Term of this Lease. Thereupon, Tenant shall immediately quit and surrender to Landlord the Premises, and Landlord may enter into and repossess the

Premises by summary proceedings, detainer, ejectment, or otherwise, and remove all occupants thereof and, at Landlord's option, any property thereon without being liable to indictment, prosecution, or damages therefore.

**19.05 Rent After Termination.** In the event of termination of this Lease pursuant to provisions of Section 19.04 hereof, Tenant shall pay to Landlord all Rent due and unpaid to the specified date of termination, as if the same had not been terminated, the Rent for the balance of the Term of this Lease is to be computed in the same manner as provided in Sections 19.01 and 19.02 hereof.

#### **ARTICLE XX. CUSTOM AND USAGE**

Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof and, notwithstanding any conduct or customs on the part of Landlord in refraining from so doing at any time. The failure of Landlord at any time to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having in any way or manner modified or waived the same.

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#### **ARTICLE XXI. SCOPE AND INTERPRETATION OF LEASE; RECORDING**

This Lease shall be considered to be the only agreement between the parties hereto pertaining to the Premises. All negotiations and oral agreements acceptable to both parties are included herein. The laws of the State of Michigan shall govern the validity, interpretation, performance, and enforcement of this Lease. Tenant shall not record this Lease.

#### **ARTICLE XXII. NO INTERFERENCE**

No provision of this Lease shall interfere with the Tenant's Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of its charter school. No provision of this Lease shall prohibit the Tenant's Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

#### **ARTICLE XXIII. GOVERNMENTAL IMMUNITY**

This Lease shall not restrict the Tenant's Board from waiving its governmental immunity or require the Tenant's Board to assert, waive or not waive its governmental immunity.

#### **ARTICLE XXIV. RECORDS TO TENANT'S AUDITOR**

All lease records of the Landlord related to the Tenant will be made available to the Tenant's independent auditor and the Authorizer's Superintendent or designee.

#### **ARTICLE XXV. CAPTIONS**

Any headings preceding the text of the several Articles and Sections here are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.

#### **ARTICLE XXVI. SEVERABILITY**

In the event any provision(s) of this Lease is or are held to be invalid, the same shall not affect the remaining provisions of this Lease, which shall continue in full force and effect.

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#### **ARTICLE XXVII. PARTIES, SUCCESSORS, AND ASSIGNS**

**27.01 Landlord.** The term "Landlord" as used in this Lease shall refer to the owner of Landlord's estate in the land and Building, only for the time being. Landlord shall be and is hereby relieved of all covenants and obligations of Landlord hereunder after the date of transfer of Landlord's estate in the land and Building following entry of a customary assignment and assumption of lease by the purchaser/new landlord, and it shall be construed without further agreement between the parties that the transferee has assumed and agreed to carry out any and all covenants and obligations of the Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the land and Building. Landlord shall be released from any further obligations or liability under this Lease. The provisions of this Article XXVII shall apply to each successive transfer of Landlord's interest or estate in said land and Building. The liability of Landlord under this Lease shall be and hereby is limited to its interest in the land and Building and insurance maintained on the land and Building and no other assets of Landlord shall be affected by reason of any liability which Landlord may have to Tenant or to any other person by reason of the execution of this Lease or acquisition of Landlord's interest in the land and Building of this Lease.

**27.02 Successors.** Subject to the provisions of Section 27.01, all rights, obligations, and liabilities hereupon given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, sublessees, and assigns of said parties.

#### **ARTICLE XXVIII. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT**

Tenant agrees that Tenant's rights under this Lease are and shall always be subject and subordinate to all ground or underlying leases (if any) affecting the Premises or any part thereof or any real estate of which the Premises are a part, and to the lien of any mortgage or mortgages now or hereafter placed from time to time upon the Premises or any part thereof or any real estate of which the Premises are a part, or leasehold interest therein, and to any renewals, extensions, modifications, or consolidations thereof, and to all advances hereafter made from time to time upon the security thereto; provided, however, that so long as Tenant shall not be in default under the Lease following notice and opportunity to cure, Tenant shall not be disturbed in its occupancy of the Premises and this Lease shall continue in full force and effect with Tenant recognizing and attorning to the then owner of the Premises as its "Landlord" hereunder. Landlord shall obtain from each mortgagee or ground lessor a commercially reasonable form of Subordination, Non Disturbance, and Attornment Agreement ("SNDA"), which shall also be executed by Tenant, provided that such mortgagee or ground lessor enters into a commercially reasonable SNDA with Tenant recognizing the Lease and the Landlord's obligations thereunder and that any purchaser at a foreclosure sale honors this Lease.

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Tenant shall, upon written demand from Landlord, execute such other and further instruments or assurances subordinating this Lease to any such ground and underlying leases and the lien or liens of any such mortgages or trust deeds and making such modifications or clarifications of this Lease as shall reasonably be required by Landlord's mortgagee or proposed mortgagee provided that such modification does not increase either the obligations of Tenant or the rights and remedies of Landlord under this Lease or decrease the rights or remedies of Tenant or the obligations of Landlord under this Lease.

#### **ARTICLE XXIX. REMEDIES OF TENANT ON DEFAULT**

Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provision of this Lease that Landlord is obligated to perform and if the failure to perform is not cured within thirty (30) days after notice of the default has been given by Tenant to Landlord. If default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default, provided however such default is cured within ninety (90) days after commencement of cure. If Landlord shall fail to cure such default within the time required hereby, then, Tenant, at its option, may by written notice to Landlord terminate this Lease or may cure the default at Tenant's cost. If Tenant so cures Landlord's default, then Landlord shall reimburse Tenant for the cost of cure, upon demand. If Landlord fails to reimburse Tenant with ten (10) days after demand by Tenant, then the amount owing by Landlord shall accrue interest at a rate equal to the lesser of twelve percent (12%) per annum or the highest amount permitted by law from the date demanded until the date paid, and Tenant may file suit against Landlord to recover the amount owed. The party that prevails in that lawsuit shall be entitled to recover its reasonable attorneys fees expended in that lawsuit from the other party.

**ARTICLE XXX. IMPROVEMENTS**

Landlord agrees to provide to Tenant certain improvements to the Premises including painting and new carpeting throughout the Premises in an amount not to exceed \$57,270.00. Such improvements shall be mutually agreed upon and managed by the landlord and shall be completed within 45 days following Tenant's submission of its paint and carpet selections.

**ARTICLE XXXI. BROKER'S COMMISSION**

Tenant represents and warrants unto the Landlord that other than Jones Lang LaSalle Michigan, LLC, there are no claims for brokerage commissions or finder's fees in connection with this Lease, and Tenant agrees to indemnify Landlord and hold it harmless from all liabilities arising from any such claim arising from an alleged agreement or act by the indemnifying party (including, without limitation, the cost or counsel fees in connection therewith); such agreement to survive the termination of this Lease. Landlord shall pay Jones Lang LaSalle Michigan, LLC its commission pursuant to the terms of a separate agreement.

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**ARTICLE XXXII. ENTIRE AGREEMENT**

This Lease and the Exhibits attached hereto and forming a part hereof set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant governing the lease of the Premises. With respect to the lease of the Premises, there are no covenants, promises, agreements, conditions, and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon the Landlord or Tenant unless and until reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Lease as of the day and year first above written.

CONCORD CAPITAL REAL ESTATE,  
L.L.C.

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

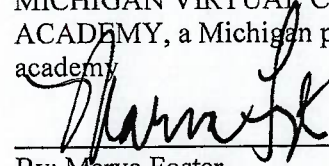
\_\_\_\_\_  
By: Owen Pyle  
Its: President and Managing Member

**Landlord**

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

9/11/19

MICHIGAN VIRTUAL CHARTER  
ACADEMY, a Michigan public school  
academy



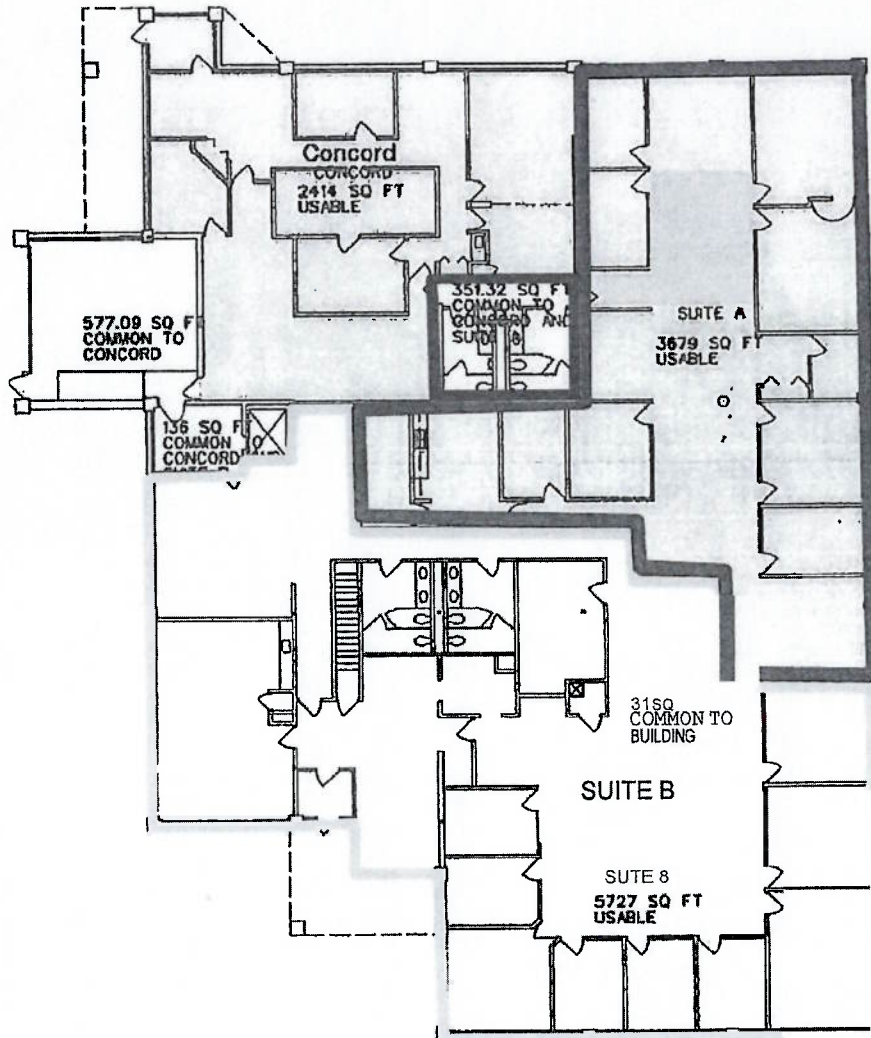
By: Marva Foster  
Its: Board President

**Tenant**

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EXHIBIT A

PREMISES



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## FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE ("First Amendment") dated this 28<sup>th</sup> day of October, 2019, by and between CONCORD CAPITAL REAL ESTATE, L.L.C., a Michigan limited liability company ("Landlord"), and MICHIGAN VIRTUAL CHARTER ACADEMY, a Michigan Public School Academy ("Tenant").

### RECITALS

- A. Landlord and Tenant entered in to a Lease Agreement dated August 30, 2019 ("Lease") for premises located at 5910 Tahoe Drive SE, Grand Rapids, Michigan, as more fully described therein.
- B. Landlord and Tenant desire to amend the Lease to provide for the rental of the Basement Storage area as set forth in Section 4.06 of the Lease.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant do hereby agree as follows:

### AGREEMENT

1. The foregoing recitals are incorporated herein and made part hereof.
2. **Exercise of Option to Rent Basement Storage Space.** Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord the Basement Storage Space pursuant to the terms set forth herein.
3. **Premises.** Article II of the Lease shall be amended to read as follows: "Landlord leases to Tenant and Tenant leases from Landlord an area known as 5910 Tahoe Drive SE, Grand Rapids, Michigan 49546 (collectively the "**Premises**") comprising Five Thousand Eight Hundred Thirty Eight (5,838) rentable square feet located on the 1st floor of the building (depicted as Exhibit A, Suite B) (the "First Floor Space") and Eight Hundred Twenty One (821) rentable square feet of storage space located in the basement of the building (the "Basement Space") all located within the Centennial Office Park ("**Building**"), together with the right to use in common with other tenants in the Building and Landlord, the common exterior walks, parking areas, hallways, lawns, loading area, driveways and other areas designated by Landlord from time to time for the common use and enjoyment of the tenants of the Building (collectively "**Common Areas**")."
4. **Basement Storage Lease Terms.** Section 4.06 of the Lease shall be deleted and replaced with the following:

4.06 **Basement Storage Rent.** Tenant shall pay to Landlord the rental amounts set forth in this Section 4.06, to be paid in advance in equal monthly installments on the last

business day of the month preceding the month for which such rental covers ("**Basement Base Rent**").

BASEMENT BASE RENT

<u>Lease Year</u>	<u>Cost Per Square Foot</u>	<u>Monthly</u>	<u>Yearly</u>
1	\$6.00	\$410.50	\$4,926.00
2	\$6.15	\$420.76	\$5,049.12
3	\$6.30	\$431.03	\$5,172.63
4	\$6.46	\$441.97	\$5,303.64
5	\$6.62	\$452.92	\$5,435.04

The term of the lease for the Basement Space shall commence on October 1, 2019 and end on September 30, 2024, unless extended or sooner terminated as provided in this Lease. The total monthly Base Rent for the First Floor Space and the Basement Space is set forth on Exhibit "A" hereto.

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5. **Shelving Units.** On the commencement date for the rental of the Basement Storage Space, there were fifty-eight (58) shelving units located within the Basement Storage Space which the Tenant may use pursuant to the terms of this Lease. Upon the expiration or early termination of the Lease, the shelving units shall remain the Landlord's property and shall remain with the Leased Premises, unless otherwise agreed to by Landlord in writing.

6. **Option Rent for Basement Space.** Section 4.04 of the Lease shall be amended to add the Minimum Rent for the Basement Space during the Option Term(s) which shall be as follows:

<u>Lease Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>Per Square Foot Rate</u>
<u>6</u>	\$5,574.60	\$464.55	\$6.79
<u>7</u>	\$5,714.16	\$476.18	\$6.96
<u>8</u>	\$5,853.72	\$487.81	\$7.13
<u>9</u>	\$5,993.28	\$499.44	\$7.30
<u>10</u>	\$6,141.12	\$511.76	\$7.48
<u>11</u>	\$6,297.12	\$524.76	\$7.67
<u>12</u>	\$6,453.12	\$537.76	\$7.86
<u>13</u>	\$6,617.28	\$551.44	\$8.06
<u>14</u>	\$6,781.44	\$565.12	\$8.26
<u>15</u>	\$6,953.88	\$579.49	\$8.47

The total monthly Minimum Rent for the First Floor Space and the Basement Space during the Option Term(s) is set forth on Exhibit "A" hereto.

7. **Binding Effect.** This First Amendment shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective beneficiaries, legal representatives, heirs, successors and assigns.

8. **Miscellaneous.** Except to the extent amended or modified by this First Amendment, all other terms, conditions and provisions of the Lease as amended are, and shall remain, in full force and effect and are hereby ratified and confirmed. This First Amendment, together with the Lease, sets forth the entire agreement between the parties with respect to the subject matter set forth herein and therein and may not be modified, amended or altered except by subsequent written agreement between the parties. There have been no additional oral or written representations or agreements. In the event that any provision of this First Amendment shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this First Amendment. In case of any inconsistency between the provisions of the Lease as amended and this First Amendment, the latter provisions shall govern and control.

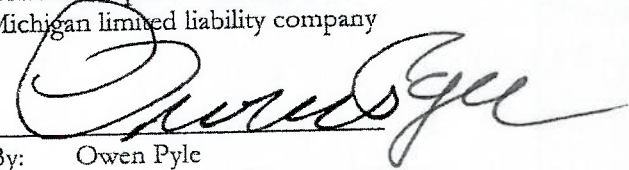
9. **Effective Date.** This First Amendment to Lease shall be effective as of October 1, 2019 following the full execution of this First Amendment.

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IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first above written.

**LANDLORD:**

Concord Capital Real Estate, L.L.C a  
Michigan limited liability company

  
By: Owen Pyle  
Its: President and Managing Member

**TENANT:**

Michigan Virtual Charter Academy, a  
Michigan public school academy

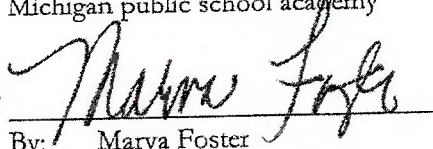
  
By: Marva Foster  
Its: Board President

EXHIBIT "A"

TOTAL BASE RENT FOR FIRST FLOOR SPACE AND BASEMENT SPACE

<u>Lease Year</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
<u>1</u>	\$7,586.38	\$91,036.56
<u>2</u>	\$7,776.64	\$93,319.68
<u>3</u>	\$7,971.78	\$95,661.36
<u>4</u>	\$8,172.43	\$98,069.16
<u>5</u>	\$8,378.01	\$100,536.12

TOTAL MINIMUM RENT FOR FIRST FLOOR SPACE AND  
BASEMENT SPACE DURING OPTION TERMS

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<u>Lease Year</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
<u>6</u>	\$8,589.10	\$103,069.20
<u>7</u>	\$8,800.20	\$105,602.40
<u>8</u>	\$9,021.02	\$108,252.24
<u>9</u>	\$9,246.71	\$110,960.52
<u>10</u>	\$9,477.96	\$113,735.52
<u>11</u>	\$9,714.75	\$116,577.00
<u>12</u>	\$9,956.40	\$119,476.80
<u>13</u>	\$10,208.47	\$122,501.64
<u>14</u>	\$10,460.53	\$125,526.36
<u>15</u>	\$10,723.02	\$128,676.24

## SECOND LEASE AGREEMENT

THIS SECOND LEASE AGREEMENT (hereinafter “SECOND Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, with an effective date of July 1, 2024 (“Effective Date”), by and between **THE CITY OF HAZEL PARK SCHOOL DISTRICT**, a Michigan general powers school district, whose address is 1620 E. Elza Avenue, Hazel Park, Michigan 48030 (hereinafter referred to as “Landlord”) and **MICHIGAN VIRTUAL CHARTER ACADEMY** whose Charter School address is 1620 E. Elza Avenue, Hazel Park, Michigan (hereinafter referred to as “Tenant”). Michigan Virtual Charter Academy also currently maintains administrative offices at 5910 Tahoe Drive S.E., Suite 190, Grand Rapids, Michigan 49546. Landlord and Tenant shall each be referred to herein as a “Party” and collectively as the “Parties.”

### WITNESSETH:

1. Leased Premises: In consideration of the nominal rent, covenants and conditions contained herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, a portion of the administration office building of the Landlord located at 1620 E. Elza Avenue Hazel Park, Michigan 48030, as described herein (“the “Building”), as follows: 681

A. During the Lease Term, Landlord and Tenant agree to Tenant’s use of the building, between the hours of 7:30 am-4:00 pm, Monday through Friday, except for the dates of the Tenant Board meetings. During the dates of Tenant’s Board meetings, Tenant may use the building during the evening hours, however, the building may not be available on days the School District is temporarily closed, i.e., snow days, ice days, State of Emergency declared days, etc., all being weather dependent, or scheduled school days off pursuant to The City of Hazel Park School District School Calendar. The following areas may be used by Tenant:

(i) Joint use with Landlord and/or other tenants:

- Hallways
- Parking Lot
- Restrooms
- Copy room
- File room
- Conference Room upon reservation and confirmation with the Superintendent of the School District

(the “Common Areas”).

(ii) Exclusive use by Tenant as outlined below

- Classroom, conference room or administrative Office with desk, chair, telephone, and internet
- Storage/File Room

(collectively referred to as the “Leased Premises”).

- (iii) It is understood that the classroom, conference room, or administrative Office and Storage/ File Room to be used by Tenant may be moved within the District provided that the leased space shall not be reduced.

B. Term: The term of this Second Lease shall commence on July 1, 2024, and terminate on June 30, 2029 (the "Lease Term"), unless earlier terminated pursuant to the terms of this Agreement or extended pursuant to the terms of this Agreement. The term of the Second Lease shall not exceed the term of the Charter Contract.

2. Rent: The Landlord shall rent the Leased Premises to the Tenant during the Second Lease Term at the rate of Ten Dollars and 00/100 (\$10.00) per month ("Rent"). Tenant shall pay Landlord Rent in the monthly amount specified above for each month of the Second Lease Term, commencing July 1, 2024. Rent shall be paid to the order of Landlord, in advance, without any setoffs or deductions as indicated above (the "Rent Day") at Landlord's address set forth in the preface of this Second Lease, or at such other place as Landlord may designate in writing.

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3. Use of Leased Premises: Tenant shall use and occupy the Leased Premises for the sole purposes of holding public Academy Board meetings, and use as an administrative office and file/storage space and for no other purpose(s) without the prior written consent of Landlord. Tenant shall not do or permit to be done any act or thing upon the Leased Premises that will increase the cost of casualty and liability insurance above the insurance costs normally associated with Tenant's principal activities as herein described. Tenant shall not use the Leased Premises or permit the Leased Premises to be used for the doing of any act or thing that constitutes a violation of any valid law, order or regulation of any governmental authority. Tenant's use of the Leased Premises shall not interfere with Landlord's or its other tenants' use and enjoyment of the remainder of the building. Tenant shall not perform any acts or carry on any practices which may injure the Common Areas or the Leased Premises or be a nuisance. Tenant agrees to keep the Leased Premises clean and free from rubbish and dirt on a daily basis, except that Landlord shall provide custodial services to Tenant, including disposal of trash/rubbish on a daily basis at Landlord's sole cost, except as provided in Paragraph 8 below.

4. Acceptance of the Leased Premises: Tenant acknowledges that it has examined the Leased Premises prior to the making of this Lease and knows the conditions thereof. Tenant further acknowledges that no representation as to the condition or state of repairs thereof have been made by Landlord or its agents which are not herein expressed, except that Tenant acknowledges that Landlord has fully disclosed the existence of asbestos in the building, and that Tenant accepts the Leased Premises knowing that it contains asbestos. Tenant hereby accepts the Leased Premises in its present "AS IS" condition as of the Effective Date.

5. Alterations and Improvements: Tenant shall not make any alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent, which consent is discretionary in Landlord solely.

6. Maintenance and Repairs: Landlord shall maintain the Building, Leased Premises and the Common Areas in good order and repair, reasonable wear and tear and any casualty covered elsewhere in this Agreement excepted. Tenant shall be responsible for all damage to the

Building, Leased Premises and the Common Areas caused by the negligence or willful acts of Tenant and Tenant's agents, representatives, employees, contractors, licensees and/or invitees.

7. Utilities and other Services: Landlord shall be responsible for the cost of the following: electricity, gas, water, sewer, waste disposal services, general custodial services, including supplies, general grounds maintenance services (grass mowing, snow plowing and salting). Tenant shall have the right to use the utility services which presently exist on the Leased Premises, but Landlord shall not be liable to Tenant for any loss or interruption of utility services. Landlord shall not be liable for any failure of water supply or electric current or any service by any utility, for injury to persons, including death, or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Building or from any pipes, appliances or plumbing works from the street or subsurface or from any other place, or for interference with light or other easements, however caused, except if due to the affirmative negligent acts of Landlord.

8. Custodial Services: As indicated in Paragraph 7 above, Landlord shall furnish custodial services for the operation of the building. However, in the event Tenant's use of the Leased Premises shall render the Building, Leased Premises or Common Areas with excessive dirt and rubbish, as determined in the sole discretion of Landlord, Tenant hereby agrees to reimburse Landlord as Additional Rent for the direct expense that Landlord incurs in providing custodial services to remediate such condition, including salary and/or hourly wage of its employees or third party contractor as well as any overtime expenses incurred and the cost of custodial supplies.

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9. Building Insurance: Landlord shall cause the building and its improvements to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils" in amounts acceptable to Landlord.

10. Tenant's Insurance:

A. Tenant's Personal Property Insurance. Any personal property kept on the Leased Premises by Tenant shall be insured at Tenant's sole risk, and Tenant shall acquire such policy or policies of insurance thereon as Tenant in its best judgment shall determine.

B. Tenant's General Liability Insurance: Tenant, at its sole cost and expense during the Lease Term, shall maintain and keep in effect commercial general liability insurance in an amount not less than One Million and 00/100 (\$1,000,000.00) Dollars for injury to or death of one person, or not less than Two Million and 00/100 (\$2,000,000.00) Dollars aggregate for injury or death of more than one person, in any one accident or occurrence and umbrella coverage in an amount not less than Three Million and 00/100 (\$3,000,000.00) Dollars; and property damage insurance with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars. Such policy or policies shall include cross liability and severability of interest clauses, and be written on an occurrence, and not claims-made, basis. Each of these policies shall be endorsed to name Landlord as an additional insured. Any insurance carried by Landlord shall be non-contributing and Tenant's insurance shall be primary to any such insurance carried by Landlord. Such insurance obtained by Tenant shall be carried by an insurance

company or companies licensed to do business in Michigan and be on terms approved by Landlord. Duplicate original copies of said policies shall be delivered to Landlord. Tenant shall deliver to Landlord a certificate of insurance of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to Landlord.

11. Indemnification: To the extent permitted by law, Tenant shall indemnify, defend and hold harmless the Landlord, The City of Hazel Park School District, its Board of Education, its Board members in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns from and against any and all claims, counter-claims, suits, debts, demands, actions, injuries, judgments, liens, liabilities, losses, costs, expenses and damages, including actual attorney's fees and actual expert witness fees, arising out of or in connection with Tenant's, its agents', representatives', employees', contractors', licensees' and invitees' use and occupancy of the Leased Premises, from the negligence of Tenant, its agents, representatives, employees, contractors, licensees and invitees and/or from Tenant's, its agents', representatives', employees', contractors', licensees' and invitees' violation of any of the terms of this Lease. The indemnity obligations contained in this Paragraph 11 shall survive the expiration or earlier termination of this Second Lease and shall not be limited by Tenant's insurance obligations contained in this Second Lease. 684

12. Damage or Destruction - Fire or Other Cause: In the event of a partial destruction of the Leased Premises, Landlord shall, as promptly as possible, unless Landlord shall elect not to rebuild, repair the same, provided such repairs can reasonably be made within ninety (90) days (or within such other period as Landlord and Tenant may agree upon) from said destruction or damage under normal working conditions, and pursuant to applicable laws, ordinances, and regulations. In such case, this Second Lease shall not be terminated. In the event that such repairs cannot reasonably be made within ninety (90) days' time (or such other period as Landlord and Tenant may agree upon), or in the event Landlord shall elect not to rebuild, repair the same, either Party hereto at its option may terminate this Second Lease upon written notice to the other. In any event, the destruction of substantially all of the Leased Premises shall cause this Second Lease to automatically terminate, without the requirement of notice.

13. Environmental Warranty: Tenant represents, warrants and covenants to Landlord the following:

A. Tenant's use of the Leased Premises and its activities thereon shall comply with all applicable environmental laws.

B. Tenant shall not disturb, generate, manufacture, refine, use, treat, store, handle, transport, remove, dispose, transfer, produce or process Hazardous Substances on the Leased Premises. For purposes of this Lease, "Hazardous Substances" shall mean any substance or material regulated under any Environmental Law.

C. Tenant shall immediately and promptly notify Landlord of any disturbance, release, discharge, spill or emission of Hazardous Substances on, to or from the Leased Premises, and any complaint, summons, citation, notice, directive, order,

claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third party involving violations of any Environmental Law with respect to the Leased Premises.

D. In addition to the above, Tenant shall not disturb any Asbestos or Suspect Asbestos at the Leased Premises without prior, written authorization from Landlord. The Asbestos Management Plan for the Leased Premises will be made available to Tenant, at Tenant's request, however, Tenant is responsible for all asbestos awareness or other training required of its employees, and for the sampling and confirmation for any area of the Leased Premises that will be disturbed by Tenant to confirm that there is no asbestos in compliance with all Environmental Laws.

14. Assignment and Subletting: Tenant shall not assign, or in any manner encumber this Second Lease, nor any part, right, or interest thereof, nor shall Tenant let or sublet or permit any part of the Leased Premises or the Common Areas to be used or occupied by others for any reason whatsoever, without Landlord's advance written consent, which consent is discretionary in Landlord solely. Any assignment, transfer, hypothecation, mortgage, or sub-letting without the prior written consent of Landlord shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises.

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15. Default and Termination: If Tenant shall default in the payment of Rent or Additional Rent when due and shall not cure such default within five (5) days, or shall default in the performance of any other covenant of this Lease and shall not cure such default within ten (10) days after written notice from Landlord specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a ten (10) day period, and thereafter proceed diligently with the cure thereof) then in any such event Landlord may terminate this Lease at any time thereafter (before such default shall be cured) by giving written notice of the termination. Notwithstanding the foregoing, if Rent is not received by Landlord on or before the first of the month, Tenant shall not have access to the Building, Leases Premises or the Common Areas for that particular month, until such time as the rent and interest are paid in full to Landlord.

Upon termination of this Lease, Landlord may without further notice re-enter the Leased Premises and dispossess Tenant or any other occupant of the Leased Premises and remove its effects and hold the Leased Premises as if this Second Lease had not been made, saving and reserving to Landlord any other remedies which Landlord may have for the recovery of rent or damages due or to become due by virtue of this Second Lease or the breach thereof by Tenant. Should Landlord at any time permit payments of Rent or Additional Rent to be made after the time it is due, as stipulated herein, such delays shall not be construed as any waiver by Landlord of its right to have the Rent for said Leased Premises paid monthly in advance. Any failure at any time by either of the Parties hereto to enforce any of the provisions of this Second Lease shall not be construed as a waiver of such provisions nor of such Party's right to enforce the same upon any subsequent occasion or default.

16. Termination of Charter Contract: If either Party terminates the Charter Contract, or the State of Michigan terminates or revokes the Charter Contract or otherwise causes the Tenant to be unable to operate a school of excellence that is a cyber school, this Second Lease shall automatically terminate on the date of the termination of the Charter Contract. In any of such

events and whenever and as often as any such failure, default, breach or anticipatory breach shall occur, the term hereof, at the option of Landlord, shall cease and terminate and from thenceforth it shall be lawful for Landlord to re-enter into and repossess the Leased Premises situated thereon and Tenant and each and every occupant to remove and put out and to relet said Leased Premises for its own benefit; but reserving to Landlord all such rights as it may have for damages or otherwise because of said default, breach or anticipatory breach of Tenant.

17. Damages: In the event of the termination of this Second Lease, Tenant shall not owe any damages to Landlord, except for Tenant's damages to the Leased Premises.

18. Surrender of Leased Premises: Upon the expiration or earlier termination of the Second Lease Term, or any extension thereof, Tenant shall quit and surrender the Leased Premises to Landlord in good order and condition, ordinary wear and damage excepted; and shall remove all of its property and shall repair any damage to the Leased Premises or any of Landlord's property, real or personal, caused by such removal.

19. Access to Leased Premises: Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the Leased Premises, preventing waste, loss, or destruction, removing obstructions, making such repairs or obligations as are necessary to protect the Leased Premises, performing any of its duties and obligations under the terms and conditions of this Second Lease or to enforce any of Landlord's rights or powers under this Second Lease 686

20. Compliance: Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Municipal, County, State, and Federal authorities affecting use of the Leased Premises with respect to the cleanliness, safety, occupation, and use of same.

21. Challenge: Landlord, although presently unaware of any such non-compliance, does not covenant that the Leased Premises are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Lease. Tenant shall obtain any and all licenses, approvals and/or permits required for its use, occupancy and operation of the Leased Premises and shall promptly comply with all governmental orders and directives related thereto, all at its sole cost and expense.

22. Holding Over: Any holding over by Tenant after the expiration or termination of this Second Lease, without the consent of Landlord, shall be construed to be a tenancy from month to month and the Rent to be paid by Tenant shall be an amount equal to two (2) times the monthly Rent required to be paid by Tenant. Acceptance by Landlord of such payments after such expiration or termination shall not constitute a renewal of this Second Lease. This provision shall not operate as a waiver of Landlord's right to re-entry or any other right of Landlord, and Tenant shall be a tenant at sufferance only during the period of any such holding over without the consent of Landlord.

23. No Waiver: The failure of either Party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either Party to enforce each and every covenant and condition of this Lease. No provision of this Second Lease shall be deemed to have been waived unless such waiver is in writing.

24. Notices: All notices regarding this Second Lease are to be in writing and delivered, or mailed by first class mail postage prepaid, by one Party to the other Party at the Party's respective address set forth in the preface of this Lease. Notices to Michigan Virtual Charter Academy shall be sent to the attention of the Board President at 1620 E. Elza Avenue, Hazel Park, Michigan 48030. Notices which are mailed shall be deemed to have been given as of the second business day following the date of mailing.

25. Heirs and Assigns: The covenants, conditions and agreements contained in this Second Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns, subject to the limitation on assignment as herein contained.

26. Vacation or Abandonment: In the event Tenant shall abandon or vacate the Leased Premises before the end of the Second Lease Term, Landlord shall have the right to enter and use the Leased Premises for whatever purpose Landlord desires. 687

27. Condemnation: If any part of the Leased Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either Landlord or Tenant may terminate this Second Lease, effective the date the public authority takes possession. All damages for the condemnation of the Leased Premises, or damages awarded because of the taking, shall be payable to the sole property of Landlord.

28. Quiet Enjoyment: Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions of Tenant's part to be performed and observed, Tenant may peaceably and quietly enjoy the Leased Premises for the full term hereof.

29. Policies/Regulations: Tenant, including its Board of Directors, agents, representatives, employees, contractors, licensees and invitees shall at all times comply with all School District policies, procedures and regulations to the extent applicable to Tenant.

30. Extension: This Lease may be extended by mutual written consent of Landlord and Tenant for subsequent one (1) year terms (each an "Extension Term"). Any such Extension Term shall commence on July 1<sup>st</sup> of the year of the extension and end the following year on June 30<sup>th</sup>. If Tenant wishes to extend this Lease, Tenant shall give Landlord a minimum of ninety (90) days' advance written notice of Tenant's intention to extend. Any such Extension Terms(s) shall be on the same terms and conditions as provided in this Lease. The Rent paid by Tenant to Landlord shall not be increased unless the Parties mutually agree to an increase in Rent in writing.

31. Termination: Either Party may terminate this Lease at any time and for any reason upon ninety (90) days advanced written notice to the other Party.

32. Tenants in the Building. Landlord reserves the right to lease the non-exclusive portions of the building to other tenants.

33. Security Deposit: Landlord is not requiring a security deposit from Tenant given that Tenant is a public school and Tenant is leasing a small portion of the building.

34. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Second Lease:

- A. Time is of the essence of each provision of this Lease.
- B. Rent and all other sums payable under this Second Lease must be paid in lawful money of the United States of America.
- C. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.
- D. This Second Lease shall be construed and interpreted in accordance with the laws of the State of Michigan. 688
- E. This Second Lease contains all of the understandings and agreements of the Parties and cannot be amended or modified except by a written agreement.
- F. The captions of this Lease shall have no effect on its interpretation.

**[SIGNATURES ON NEXT PAGE]**

The Parties have caused this Second Lease to be executed as of the day and year written below.

**LANDLORD:  
THE CITY OF HAZEL PARK SCHOOL DISTRICT**

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

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

Dated: \_\_\_\_\_

**TENANT:  
MICHIGAN VIRTUAL CHARTER ACADEMY**

689

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

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

Dated: \_\_\_\_\_



**SCHEDULE 11**

**STUDENT ADMISSION POLICY, CRITERIA AND ENROLLMENT PROCESS**

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# MICHIGAN VIRTUAL CHARTER ACADEMY

## SCHEUDLE 11

### STUDENT ADMISSION POLICY, CRITERIA AND ENROLLMENT PROCESS

**MVCA Board Policy, Article III Students. Section 1. Enrollment of Students/Academy Board Admissions sets forth the Student Admissions Policy, Criteria and Enrollment Process:**

#### **Admission Policies and Criteria**

Michigan Virtual Charter Academy (“MVCA” or “Academy”) serves full-time students in grades K-12 who meet the requirements of Section 556 of the Michigan Revised School Code (MCL §380.556) and are residents of the State of Michigan or are foreign exchange students.

MVCA does not charge tuition and does not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a school district.

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In accordance with Michigan law, MVCA shall give enrollment priority as follows:

- A pupil currently enrolled in the Academy.
- A sibling of a pupil enrolled in the Academy.
- A child of the Academy’s contracted Educational Service Provider (“ESP”).
- A child of an Academy Board of Director; and
- A pupil who resides in the school district of the Authorizer, which is The School District of the City of Hazel Park.

A lottery system, with a waiting list in chronological order, shall be maintained for admission of students when maximum enrollment is reached at the end of the two (2) week open enrollment period. The waitlist does not carry over from year to year.

No student may be denied participation in the application process due to a lack of student education records such as IEPs, CA60s, transcripts or similar student education records.

#### **Admissions Process**

Information sessions about MVCA and its programs will be advertised in local media. Information sessions will be held via web sessions and as required by the Charter Contract and applicable law. MVCA shall make reasonable efforts to advertise its enrollment openings. An open enrollment period will be held annually, shall be a minimum of two (2) weeks ((14) calendar days) and shall include evening and weekend times. The MVCA Board of Directors (“Academy Board”) will annually determine its enrollment cap and grade/band level caps. Changes to the enrollment cap and grade/band level caps may be implemented at any time by a vote of the Academy Board and Charter Contract Amendment. The admission and enrollment administrative guidelines and procedures shall be followed regarding admissions and enrollment.

**Foreign Exchange Students:** The ESP may develop and administer a program for enrollment of foreign exchange students in accordance with Michigan law.

**Children of ESP Staff Members:** A child of an ESP employee/staff member who works on a half-time (.5) or greater basis may enroll in the Academy, in accordance with Michigan law, under administrative guidelines and procedures established by the ESP.

**Homeless Students:** The Academy shall comply with the requirements of federal law, particularly the McKinney-Vento Homeless Assistance Act, with respect to the enrollment of homeless students. The ESP shall appoint an administrator to act as the Academy's liaison with homeless students and their legal guardians/eligible students and to coordinate with state and local officials.

**Students In Foster Care:** If a child is under probate court jurisdiction and/or is under the care and responsibility of a child welfare agency and is placed in foster care, the child will be permitted to enroll in and attend the appropriate grade in the school selected by the department of human services or a child placing agency without regard to where the child resides.

MVCA shall make 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 as follows: 693

- A. Reasonable efforts to advertise enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English-speaking ability within the boundaries of the intermediate school district in which the school of excellence is located.
- B. Inclusion in pupil recruitment materials of a statement that appropriate Special Education services and English as a second language services will be made available to pupils attending the school as required by law.

Information about applying to MVCA is provided on the MVCA website, which is hosted on the K12 corporate website. Although information about MVCA is available through other portions of the K12 corporate website, individuals who inquire about admission to MVCA by way of these portions of the K12 corporate website, will be directed to the MVCA website as will inquiries received via phone calls to K12.

Enrollment information may be completed on-line by the guardian/eligible student.

MVCA designates the Operations Manager as the enrollment/admissions designee for purposes of executing this policy. MVCA honors all expulsions. All students who have been expelled from a previous educational institution must complete the term of the expulsion prior to being approved for enrollment into MVCA. A letter of the term of expulsion must be provided from the expelling educational institution at the onset of the application process.

The Academy Board delegates to its ESP/EMO the development and implementation of admission and enrollment practices and procedures for students in accordance with federal, state and local laws, rules and regulations. Detailed application, lottery, admission and waitlist practices and procedures shall be available to parents and the general public at the Academy's offices.

**Appeals to the Academy Board**

Students who are not enrolled at MVCA and have submitted an application for enrollment, may appeal to the Academy Board, in writing, within thirty (30) calendar days of notice of the student's non-enrollment to the Academy. The Academy Board shall determine whether the enrollment administrative guidelines and procedures have been followed. If the enrollment procedures and guidelines have been followed, the enrollment determination shall stand. If they have not been followed, the Academy Board shall consult with the relevant parties to ascertain an applicable remedy.

**SCHEDULE 12**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

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# MICHIGAN VIRTUAL CHARTER ACADEMY

## Schedule 12

### School Calendar and School Day Schedule

MVCA will begin the 2024 - 2025 school year following the Labor Day Holiday. MVCA will make the educational services available to pupils for the minimum of at least 1,098 hours during a school year. The Academy will track the pupil's participation through attendance and asynchronous work completion in the educational program offered by the Academy for the proportionate number of instructional hours from the date of enrollment of the pupil, in accordance with MCL 380.553a(2)(b) and the Pupil Accounting Manual. Below is the 2024 - 2025 school calendar:

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Month	Day(s)	MVCA ACADEMIC CALENDAR 2024-2025 School year
August	14-15	Staff Professional Development/Training Face-To-Face
September	3	First Day of School for Students
	25	HALF DAY FOR STUDENTS – Staff Professional Development
October	2	STUDENT COUNT DAY
	23	HALF DAY FOR STUDENTS – Staff Professional Development
November	13	HALF DAY FOR STUDENTS – Staff Professional Development
	27	HALF DAY FOR STUDENTS & STAFF – Thanksgiving Break
	28-29	NO SCHOOL FOR STUDENTS & STAFF – Thanksgiving Break
December	11	HALF DAY FOR STUDENTS – Staff Professional Development
	23-Jan 3	NO SCHOOL FOR STUDENTS & STAFF – Winter Break
January	6	SCHOOL RESUMES
	20	NO SCHOOL FOR STUDENTS & STAFF – Martin Luther King, Jr.'s birthday recognized
	22-27	1 <sup>st</sup> Semester Exams
	28	HALF DAY FOR STUDENTS – 1 <sup>ST</sup> Semester Ends
	29-31	NO SCHOOL FOR STUDENTS ONLY – Semester Break
February	3	2 <sup>nd</sup> Semester Begins
	TBD	WIDA Testing
	12	STUDENT COUNT DAY
	17	NO SCHOOL FOR STUDENTS & STAFF – Presidents' Day
March	19	HALF DAY FOR STUDENTS – Staff Professional Development
	24-28	NO SCHOOL FOR STUDENTS & STAFF – Spring Break
	31	SCHOOL RESUMES
April	7-25	State Testing Window (Please refer to the SY4-25 Family Testing Guide for grade specific dates)
May	14	HALF DAY FOR STUDENTS – Staff Professional Development
	TBD	Final Exams - Seniors
	26	NO SCHOOL FOR STUDENTS & STAFF – Memorial Day
June	TBD	High School Graduation
	9-12	Final Exams - Underclassmen
	12	LAST DAY OF SCHOOL

Below are the daily schedules for a typical student in Elementary, Middle School and High School

### Elementary

	Kindergarten - Day A	Day B	Day C
8-8:30	Asynchronous Lesson	Asynchronous Lesson	Asynchronous Lesson
8:30-9:45	WG ELA	WG ELA	WG ELA
	ELA - Small group	ELA - Small group	ELA - Small group
9:45-10:00			
10-11:15	WG Math	WG Math	WG Math
	Math - Small group	Math - Small group	Math - Small group
11:15-11:30			
11:30-12	Lunch	Lunch	Lunch
12-1:30	Asynchronous Lesson/progress monitoring	Asynchronous Lesson/progress monitoring	Asynchronous Lesson/progress monitoring
1:30-2	Homeroom	Soc. Studies	Science
2-2:30	MindPlay/Freckle Session	MindPlay/Freckle Session	MindPlay/Freckle Session
2:30-4:00	Asynchronous	Asynchronous	Asynchronous

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# Middle School

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 - 9:00am	Physical Education, S/CM/EL Session, or Async Work Time	Physical Education, S/CM/EL Session, or Async Work Time	Physical Education, S/CM/EL Session, or Async Work Time	Physical Education, S/CM/EL Session, or Async Work Time	Physical Education, S/CM/EL Session, or Async Work Time
9:00 - 10:00am	Science	Science	Science	Science	Homeroom or Assembly Extra Program Rotation (Freckle, Stride Skills Arcade, etc.)
10:00 - 11:00am	S/CM/EL Session or Async Work Time	S/CM/EL Session or Async Work Time	S/CM/EL Session or Async Work Time	S/CM/EL Session or Async Work Time	Teacher Reacher (Office Hours)
11:00am - 12:00pm	ELA	ELA	ELA	ELA	S/CM/EL Session or Async Work Time
12:00 - 12:30pm	Lunch	Lunch	Lunch	Lunch	Lunch
12:30 - 1:30pm	Math	Math	Math	Math	Physical Education, S/CM/EL Session, or Async Work Time
1:30 - 2:30pm	Social Studies	Social Studies	Social Studies	Social Studies	
2:30 - 3:30pm	Physical Education, S/CM/EL Session, or Async Work Time	Physical Education, S/CM/EL Session, or Async Work Time	Physical Education, S/CM/EL Session, or Async Work Time	Physical Education, S/CM/EL Session, or Async Work Time	
3:30 -					

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# High School

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-8:40	Math	Math	Math	Math Targeted Small Group	Math
8:45-9:25	Social Studies	Social Studies Targeted Small Group	Social Studies	Social Studies Targeted Small Group	Social Studies
9:30-10:10	English	English Targeted Small Group	English	English Targeted Small Group	English
10:15-10:55	Science	Science Targeted Small Group	Science	Science Targeted Small Group	Science
11:00-11:40	Electives Group 1	Electives Group 1	<b>Grade Level Homeroom Assemblies</b>	Electives Group 1	Electives Group 1
11:45-12:15	Lunch				
12:15-12:55	Electives Group 2	Electives Group 2	Asynchronous Instruction and Intervention	Electives Group 2	Electives Group 2
1:00-1:40	Electives Group 3	Electives Group 3		Electives Group 3	Electives Group 3
1:45-2:25	Math Credit Recovery Honors SS  Math Intervention/Small Group	SS Credit Recovery Honors Math  Math Intervention/Small Group		Math Credit Recovery Honors SS  Math Intervention/Small Group	SS Credit Recovery Honors Math  Math Intervention/Small Group
	2:30-3:10	ELA credit recovery Honors Science  ELA Intervention/Small Group		Science credit recovery Honors ELA  ELA Intervention/Small Group	ELA credit recovery Honors Science  ELA Intervention/Small Group
3:15-4:00	Asynchronous/1:1/Intervention/Social Hour and Clubs				

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**SCHEDULE 13**

**AGE AND GRADE RANGE OF PUPILS**

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**Michigan Virtual Charter Academy-Age and Grade Range of Pupils-Schedule 13**

MVCA currently serves approximately 3,200 students in kindergarten through twelfth grade. The MVCA Board reviews performance and marketing data each year to determine enrollment goals. When circumstances have warranted, the Academy Board has increased or decreased the enrollment cap. The Academy Board intends to continue this practice moving forward. The Academy Board will consider enrollment increases as part of our longevity and sustainability plan to ensure MVCA can continue to sustain the services and programs developed during COVID. This is one (1) phase of a three (3) phase plan to ensure the Educational Program maintains a quality program.

MVCA's enrollment cap for the 2024 - 2025 school year is 3,460 students. The following approved table shows the breakdown of the current cap by grade level and grade band:

<b>MVCA Proposed Enrollment Caps for SY 2024 - 2025</b>				
<b>Grade Bands</b>	<b>CAP 2023-2024</b>		<b>CAP 2024-2025</b>	
<b>K-2nd Grades</b>	<b>400</b>		<b>400</b>	
<b>K</b>	<b>125</b>		<b>125</b>	
<b>1</b>	<b>135</b>		<b>135</b>	
<b>2</b>	<b>140</b>		<b>140</b>	
<b>3rd - 5th Grades</b>	<b>550</b>		<b>550</b>	
<b>3</b>	<b>150</b>		<b>150</b>	
<b>4</b>	<b>170</b>		<b>170</b>	
<b>5</b>	<b>230</b>		<b>230</b>	
<b>6th - 8th Grades</b>	<b>960</b>		<b>960</b>	
<b>6</b>	<b>320</b>		<b>320</b>	
<b>7</b>	<b>320</b>		<b>320</b>	
<b>8</b>	<b>320</b>		<b>320</b>	
<b>9th - 12th Grades</b>	<b>1550</b>		<b>1550</b>	
<b>9</b>	<b>420</b>		<b>420</b>	
<b>10</b>	<b>430</b>		<b>430</b>	
<b>11</b>	<b>365</b>		<b>365</b>	
<b>12</b>	<b>335</b>		<b>335</b>	
<b>Total</b>	<b>3460</b>		<b>3460</b>	

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Per Academy Board policy, when the lottery deadline passes in any enrollment cycle and no individual grade levels in a grade band require a lottery, the grade bands will be utilized to manage enrollment limits during the year.

The Academy Board will adjust its enrollment cap annually or more frequently as needed depending on demand and implementation of new programs.

**SCHEDULE 14**

**METHODS OF PUPIL ASSESSMENT**

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**MICHIGAN**  
VIRTUAL CHARTER ACADEMY<sup>SM</sup>

POWERED BY STRIDE K12

Schedule 14

METHODS OF PUPIL ASSESSMENTS

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Student performance at MVCA is evaluated continuously throughout the school year in several ways which are consistent with the Michigan-Student Test of Educational Progress (M-STEP) and the Michigan Merit Exam. The assessments include:

- Baseline assessments to determine a student's academic strengths and weaknesses
- A variety of formative and summative content-specific assessments built into every lesson and unit to guide and tailor the pace of progress to each child's needs
- Interim formative assessments to assess student mastery of Michigan Academic Standards
- State-mandated summative assessments (subject to change based on state requirements):
  - M-STEP English Language Arts (grades 3-7)
  - M-STEP Mathematics (grades 3-7)
  - M-STEP Science (grades 5 and 8)
  - M-STEP Social Studies (grades 5 and 8)
  - MI-Access Alternate Assessments
  - Michigan Merit Exam
  - SAT English Language Arts and Mathematics components including Accommodations Testing (grade 11)
  - ACT WorkKeys including Accommodations Testing (grade 11)
  - M-STEP Science and Social Studies (grade 11)
  - PSAT including Accommodations Testing (grades 8-10)
  - WIDA ACCESS for ELLS 2.0
  - WIDA Alternate ACCESS for ELLS.

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## BASELINE ASSESSMENTS

Baseline assessments (diagnostic and/or growth measures) are required for all students and are administered to each student just before the beginning of the school year or upon enrollment approval.

## DIAGNOSTIC/GROWTH MEASURE ASSESSMENTS

Teachers differentiate instruction based on individual student needs, while they ensure each student masters standards. Beginning-of-the-year assessments (such as STAR360 and curricular assessments) identify strengths and weaknesses in meeting state standards for each MVCA student - offering an initial benchmark on student skill level in each core area, which then allows teachers to differentiate instruction to student needs.

Students take the STAR360 Benchmark Test in the Fall of each year. The scaled scores identify those students not performing at grade level and provide information on subject area deficit. STAR360 is given



at the middle and end of the year to ensure that all students are making one year's growth in one school year as measured by STAR 360.

## CONTENT-SPECIFIC ASSESSMENTS

*Lesson Assessments* are used to verify mastery of the objectives for that lesson, and to determine whether a review of some or the entire lesson is advisable. When content is presented using platforms that support adaptivity, lesson assessments can also determine the learner's path. *Unit Assessments* show whether the student has retained key learning objectives for the unit and identify specific objectives students may need to review before moving on. *Semester Assessments* verify student mastery of key learning objectives.

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Teachers monitor individual student progress by setting goals, grading assignments, giving support and advice, and drawing on their years of experience and training. This approach, integrated assessments, and a comprehensive learning system provide parents and teachers with the support needed to deliver an unparalleled education. Teachers proactively monitor individual students' academic progress through ongoing lesson and unit assessments tracked in "real-time" through the learning management system.

## STATE-MANDATED SUMMATIVE ASSESSMENTS

MVCA students take State required M-STEP and Michigan Merit Exam assessments at the appropriate grade levels which currently include M-STEP English Language Arts (grades 3-7); M-STEP Mathematics (grades 3-7); M-STEP Science (grades 5 and 8); M-STEP Social Studies (grades 5 and 8); MI-Access Alternate Assessments; SAT English Language Arts and Mathematics components including Accommodations Testing (grade 11); ACT WorkKeys including Accommodations Testing (grade 11); M-STEP Science and Social Studies (grade 11); PSAT including Accommodations Testing (grades 8-10); WIDA ACCESS for ELLS 2.0; and WIDA Alternate ACCESS for ELLS.

The State required assessments are administered on the schedule established by the Michigan Department of Education. Student performance is shared with each student and his/her parents/guardians annually. Where possible, the school asks for access to prior results on the M-STEP and Michigan Merit Exam assessments and other standardized assessments to assist in the development of a baseline for performance measurements.

MVCA ensures student participation in state-mandated assessments through a variety of mechanisms. As part of the enrollment process, MVCA makes clear to parents and students that participation in state-mandated assessments is mandatory as part of enrollment in the school. Parents sign an enrollment acceptance form acknowledging that enrollment includes participation in state testing. A testing schedule, including state-mandated assessments, is available to parents and students as part of the school calendar. The school calendar is available on the MVCA website as well as in the Parent/Student



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POWERED BY STRIDE K12

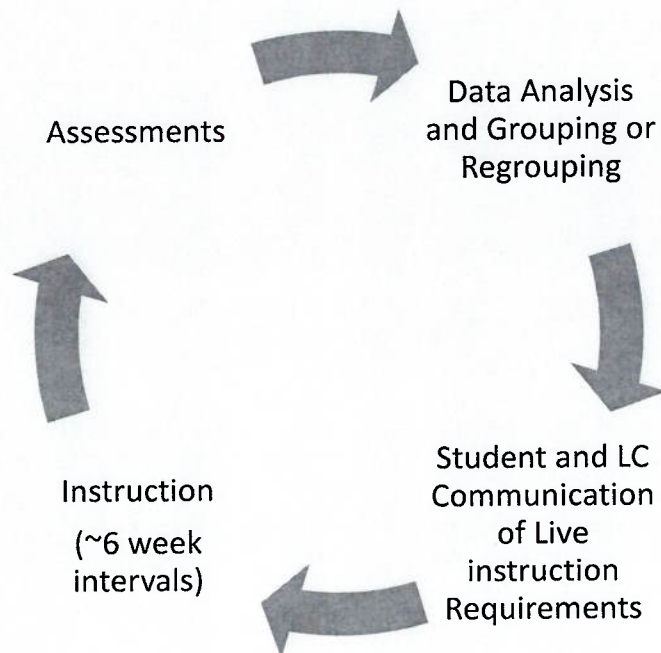
Handbook. The Parent/Student Handbook includes a section on State standardized assessments and student participation. Finally, before the scheduled state-mandated assessment dates, teachers are in contact with parents and students about upcoming assessments, their required participation, and information about where students will take the assessments.

Teachers and administrators assigned to work at or on behalf of MVCA administer and proctor state-mandated assessments at facilities with classroom-style settings (local libraries, local schools, public meeting rooms, and other such locations with proper accommodations for special needs students when appropriate) within reasonable driving distance of students' homes, maximizing student accessibility to test sites. For online tests, MVCA secures laptops with Wi-Fi hotspots for each test location. The site locations depend on the residence and number of students at MVCA who are subject to testing. Parents are responsible for getting students to and from testing sites. Students are not permitted to take the state-mandated tests in their homes. The Head of School or designee reviews available resources and works with families to provide transportation if needed so that transportation is not a barrier to equal access for all students. Arrangements for transporting students with special needs are made on an as-needed basis according to the student's Individualized Education Programs (IEPs). Transportation for Special Education students is provided under all applicable state and federal laws.

MVCA adheres to all guidelines established by the Michigan Department of Education to ensure proper test administration and security. We provide training to testing site coordinators, proctors, and other staff involved in test administration on the proper handling procedures to maintain test security. Our staff is well-versed in ethical testing practices and procedures, and they know how to secure, administer, and manage the state-mandated tests while in their possession.

## **DATA-DRIVEN INSTRUCTION**

MVCA utilizes assessment data to improve student achievement through instructional cycles based on data-informed flexible grouping.



Teachers and academic leaders work together during an instructional cycle to analyze student performance data in mathematics, ELA, and other key tested content areas. This analysis helps to group students into flexible groups based on assessments, lesson and unit assessments, and classroom performance. After students are assigned to a group, teachers develop differentiated plans to meet the unique needs of each group. These plans include variations in live instruction with a combination of general, targeted, and enrichment sessions throughout the week.

Every week during an instructional cycle, teachers and academic leaders come together in grade-level or content-based data team meetings. They follow a data protocol to monitor student performance on priority content standards and develop targeted action steps to remediate students who did not master the content. The following week, teachers and academic leaders collaborate again to analyze and regroup students for the next instructional cycle.

Moreover, the MVCA leadership team meets monthly with the Stride regional team to review academic data during School Progress Meetings. At the beginning of the year, the leadership team develops specific, measurable academic goals for the school year, with coordination from the Stride regional team. The School Progress Meetings follow an academic protocol that ensures that academic data is analyzed concerning MVCA's school goals. The team then develops and assigns accountability for action steps. In follow-up meetings, these action steps are reviewed, and new data is collected to assess their effectiveness.



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POWERED BY STRIDE K12









**School Index School Overview**

Michigan Virtual Charter Academy (00482) / Michigan Virtual Charter Academy (41925)

**School Overview**

2022-23

Click inside the tiles below to see more information about each key performance indicator.

 <p><b>Overall Index</b> 51.01</p>	 <p><b>Support Category</b> Comprehensive Support and Improvement Graduation Rate below threshold</p>
 <p><b>Growth Index</b> 58.03</p>	 <p><b>Proficiency Index</b> 31.82</p>
 <p><b>Graduation Rate Index</b> 60.60</p>	 <p><b>English Learner Progress Index</b> 45.26</p>
 <p><b>School Quality and Student Success Index</b> 60.41</p>	 <p><b>Assessment Participation Index</b> Assessment Participation 99.76 English Learner Participation 99.55</p>

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**SCHEDULE 15**

**GOVERNANCE STRUCTURE**

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# MICHIGAN VIRTUAL CHARTER ACADEMY

## Schedule 15

### Governance Structure

As a public school academy, the Authorizer, the Board of Education for The School District of the City of Hazel Park (“District Board”), has oversight over Michigan Virtual Charter Academy (“MVCA”) through its Charter Contract. The MVCA Board of Directors (“MVCA Board”) governs MVCA and is accountable to the Authorizer for the Educational Program and student academic growth and achievement as required by the Charter Contract, among other oversight responsibilities.

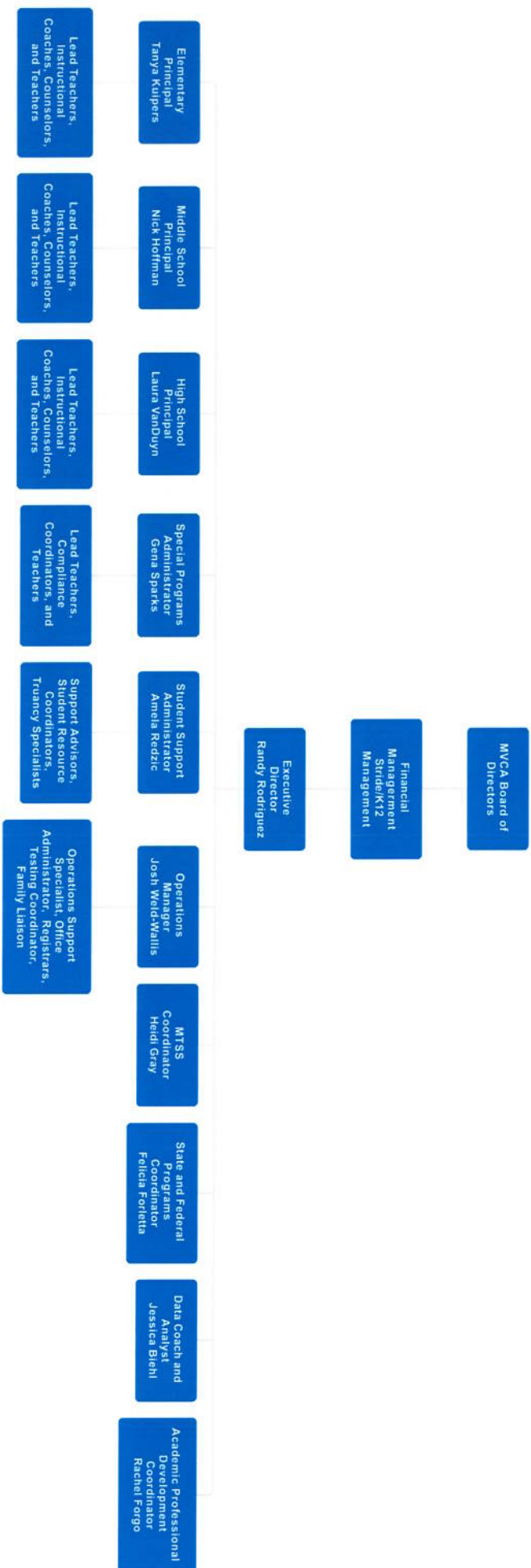
As the governing body of the Academy, the MVCA Board creates policies for the Academy, oversees the management, operations, academics, finances, and the Educational Program of the Academy through its contracted Educational Products and Services Provider, K12 Virtual Schools, LLC., (“K12”) in accordance with the requirements set forth in the Educational Products and Services Agreement (“EPSA”). Among other duties and responsibilities and products and services provided by K12 through the EPSA, the EPSA incorporates by reference the provisions of the Charter Contract. The EPSA requires K12 to follow and abide by all Applicable Law.<sup>711</sup>

MVCA contracts with K12 for teachers, administrators and staff who work at or on behalf of the Academy. K12 employs the staff assigned to work at or on behalf of MVCA, with the exception of staff contracted by K12. The EPSA permits K12 to contract with third-party products and services providers, when necessary, to provide the products and services to MVCA as required by the EPSA, upon notice to and approval by the MVCA Board.

The MVCA Board contracts with a third-party Financial Services Consultant to assist the MVCA Board with oversight of the Academy’s finances, financial reports generated by K12, Title funds, federal grants and awards, K12’s budgeting process for the Academy, and other similar duties and responsibilities. The MVCA Board’s Financial Services Consultant attends the Academy Board’s Finance Committee meetings and public Board meetings.

The organizational chart for the MVCA Board, K12 and the School is provided on the following page:

## MVCA Organizational Chart



**SCHEDULE 16**

**REAUTHORIZATION PROCESS/CHECKLIST/ REAUTHORIZATION  
QUESTIONNAIRE AND RELATED DOCUMENTS**

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July 25, 2023

RE: Hazel Park School – Reauthorization Process

Dear MVCA Board:

The Charter Contract (“Contract”) between Michigan Virtual Charter Academy (“MVCA”) and Hazel Park Schools (“HPS”) is set to expire on June 30, 2024. The HPS Board of Education reauthorization recommendation is based on a holistic assessment of MVCA according to the terms and conditions of the Contract and includes a thorough review of MVCA’s performance, successes, and challenges. HPS is committed to ensuring that MVCA is preparing students academically for success in college, work and life. MVCA’s relationship with HPS is guided by the following three core questions:

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1. Is the academic program successful?
2. Is the organization viable?
3. Is MVCA demonstrating good faith in following the terms of its Contract and all applicable law?

I am pleased to share that at this time, my office is preparing a recommendation to the Board of Education of HPS for a reauthorized Contract, for a term yet to be determined. The effective date of the new Contract will be July 1, 2024.

In preparation for developing the reauthorized Contract, we have included in this correspondence the Charter Contract Reauthorization Checklist (“Checklist”) which will provide your board and MVCA’s leadership with clear, concise and consistent expectations regarding the reauthorization process. This letter serves as the MVCA’s official correspondence as discussed in Step 1 of the Checklist.

Step 2 of the Checklist discusses various on-site reviews that will occur during the MVCA’s reauthorization process. HPS Superintendent’s Office will conduct a staff review and an Educational Program Review. Submission requirements for this process and these visits are addressed below.





Step 3 of the Checklist details the various submission requirements necessary in order to complete MVCA's reauthorized Contract. In an effort to streamline the submission process, HPS is requesting that the items detailed below be submitted electronically in either a Microsoft Word or Excel format (unless otherwise noted), and submitted (unless otherwise specified) via Epicenter on or before Nov. 1, 2023.

As always, I appreciate the time and energy you so freely give through your service on the MVCA Board, and I look forward to further discussions as to ways we can continue to strengthen our partnership. If you have specific questions regarding the reauthorization process, please contact me for further clarification.

Sincerely,

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Dr. Amy Kruppe, Superintendent

CC: Jason Ziris, Assistant Superintendent  
James Paterson, Hazel Park District Counsel  
Mark Weinberg





## REAUTHORIZATION CHECKLIST

In our shared vision of providing a quality educational options for the students of Michigan, the reauthorization of the MVCA's contract is a significant milestone and represents an opportunity to renew our partnership.

Throughout this important time, three fundamental questions are considered:

1. Is the academic program successful?
2. Is the organization viable?
3. Is MVCA demonstrating good faith in following the terms of its contract and all applicable law?

These questions are sure to bring about valuable discussions that we look forward to having as they are reviewed within the context of MVCA's unique mission.

As you know, the contract includes a number of elements: it provides a performance agreement, a description of the MVCA's roles and responsibilities, and an outline of the school's curriculum and instructional methods, among other critical pieces of information. Although we use materials from the existing contract as much as possible, it is critical that the information in the new contract is accurate and relevant. Therefore, key items will need to be thoroughly reviewed. To that end, it is our sincere hope that this document proves to be a helpful tool that eliminates uncertainty and ensures clear expectations, allowing you to take thoughtful and deliberate action as you work toward the reauthorization of the contract.

As partners, we are here to support you in providing improved educational opportunities for the families you serve and preparing students for success in college, work and life.

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### WHAT IS REAUTHORIZATION?

When MVCA was first authorized by the HPS Board of Education, it was issued a charter contract for a set term. Upon or prior to the expiration of that term, a new contract must be issued in order for MVCA to continue its operations. Reauthorization is the process all public school academies in Michigan go through, in the academic year preceding their contract term expiration, in order for a new contract to be issued.

### REAUTHORIZATION PROCESS

#### Step 1: Official Correspondence from Hazel Park Schools

This correspondence reminds the MVCA board that the contract represents the legal agreement between the MVCA and HPS and, as such, prescribes the terms and performance goals for MVCA. The correspondence also delineates the reauthorization process and timeline – including on-site reviews and document submission requirements.

#### Step 2: On-Site Visitations

During the reauthorization process, MVCA will receive the following on-site reviews:





- **Staff Review**

HPS, or its designee will conduct a review of MVCA personnel records to ensure compliance with applicable law. As appropriate, the HPS will work with the MVCA leadership to schedule the review and provide additional guidance regarding this process.

- **Educational Program Review (EPR)**

The EPR is a process that assists HPS in determining the extent to which MVCA has implemented the Educational Program described in the contract. As appropriate, HPS will work with MVCA to schedule the review and provide additional guidance regarding this process.

### **Step 3: Submission Requirements**

MVCA's submission requirements are listed below. Please submit these materials electronically (in Microsoft® Word® or Excel® format, unless otherwise indicated), to allow for necessary editing).

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#### **General Reauthorization Submissions**

- Reauthorization Contact Form
- Reauthorization Questionnaire
- Board Policy Certification Form
- National Standards for Quality Online Programs (iNaCOL) Self-Assessment

#### **Organizational Structure**

- School board-reviewed draft ESP Agreement, with letter of opinion from Academy legal counsel
- Position descriptions for any new positions or for any position descriptions that have been modified

#### **Curriculum**

- Updated curriculum materials, with explicit indication of alignment to Michigan standards in the core subjects

#### **Grade Levels and Maximum Enrollment**

- Age, Grade Range and Maximum Enrollment.
- If the school board is considering changes to its grade levels and/or maximum enrollment numbers, additional materials may be requested.



## School Calendar

- Draft calendar for the 2024-2025 academic year that complies with applicable law.
- The calendar is required to include: (1) the first and last day of the academic year; (2) the start and end times for a typical school day; and (3) the number of hours and days of instruction for the school year.

## Step 4: MVCA Board of Director's Review

The entire contract, including standard legal documents prepared by HPS, will be provided to the MVCA board with adequate time for review prior to HPS board action. In addition to the contract, HPS will provide any standard resolutions that may require MVCA board action.

## Step 5: Contract Finalization

A HPS representative will attend the meeting at which the MVCA board approves the contract and any required standard resolutions. Signed contract documents and resolutions will be submitted by MVCA via Epicenter. HPS will secure the signature of the Board of Education Chair and then submit the contract to the Michigan Department of Education.

We stand ready to provide clarity to MVCA on any of the steps in the reauthorization process. If you have any questions, please contact me at your convenience.



# HAZEL PARK SCHOOLS

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## REAUTHORIZATION QUESTIONNAIRE

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

1. Has the school board, or any of its family<sup>1</sup> members, made any loans to or guaranteed any indebtedness on behalf of a third party? If so, on a separate page, please provide a detailed description of those transactions and any related documents. **No**
2. Has any school board member, employee or contractor (or any family of board members, employees, or contractors) made any loans to or guaranteed any indebtedness on behalf of the school? If so, on a separate page, please provide a detailed description of those transactions and any related documents. **No**
3. Has any member of the school board, or any of its family members, received any funds or compensation, directly or indirectly, from the school its Educational Service Provider (if applicable), or another school, for any purpose? If so, on a separate page, please describe the transaction(s), including the date and purpose of the payment(s). **No**
4. Has any member of the school board, or any of its family members, received any compensation, remuneration, fees, gratuities, gifts, personal services or favors (i.e. vacation trips, entertainment tickets, credit loans, etc.) other than the customary business courtesies (i.e. a paid meal) or nominal promotional items (i.e. calendar, pens, etc.) from a person and/or organization with whom the school directly or indirectly conducts business? If so, on a separate page, please describe the transaction(s), including the date and purpose. **No**
5. Has the school board, borrowed funds through short-term financing in the past five years? If so, please complete the attached Short-Term Financings Summary page to describe the transaction(s), including the lender, date, purpose, amount borrowed, interest rate and indicate all parties that received origination, administrative or related fees and the amounts of those fees, if applicable. **No**
6. Has the school board, refinanced or borrowed funds through long-term financing in the past five years? If so, please complete the attached Long-Term Financings Summary page to describe the transaction(s), including the lender, date, purpose, amount borrowed, interest rate, outstanding current obligations and indicate all parties that received origination, administrative or related fees and the amount of those fees, if applicable. **No**

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<sup>1</sup> Pursuant to MCL 487.1511, Section 511 1(b) family is defined as parent, child, sibling, spouse/partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, nephew, niece, uncle or aunt.

7. Has the school been a party to any litigation in either state or federal courts? If so, on a separate page, please provide the name of the case, case number, a description of the allegations involved in the complaint, the ultimate disposition of the matter and provide any related documents. If the matter is still pending, please indicate so. No
8. Has the school board filed for recognition as a 501(c)(3) tax-exempt entity with the Internal Revenue Service? If so, on a separate page, please attach a copy of the application and any correspondence or determination letter received from the IRS. No
9. Has the school established or caused to be established any community foundation or supporting nonprofit corporation on behalf of or in support of the school? If so, on a separate page, please describe the purpose and attach a copy of the organizational documents and a list of foundation/supporting nonprofit corporation's current board members. No
10. Has the school board, or any third party on behalf of the school, made purchases since the last reauthorization in accordance with competitive bidding requirements as outlined under MCL380.1267 and MCL380.1274? If so, on a separate page, please describe these purchases.

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MVCA bids out a computer rental service for state testing annually. This bid follows the requirements including posting the bid in our designated publication, The Free Press, appropriate timelines, and board review of the bids.

MVCA has purchased technology products from REMC in accordance with Item (4) of MCL380.1274.

(4) A school district or public school academy is not required to obtain competitive bids for items purchased through the cooperative bulk purchasing program operated by the department of management and budget under section 263(3) of the management and budget act, 1984 PA 431, MCL 18.1263.

11. Are the school's facilities used by other public groups, community or religious groups, or private persons? If so, on a separate page, please list such groups or persons, and the nature, time and use of the school facility. Include formal agreements including insurance certificates, if applicable, and detail related fees for facility usage.

The MVCA facility is not used by any other groups or private persons.

12. Does the school receive any services through a third party?

Yes

No

If Yes, please complete the following Contracted Services Summary page for each contract (including, but not limited to:

- Special Education Services,

- Related services for special education students with IEPs or a Section 504 Plan receive related services pursuant to the Fourth Educational Products and Services Agreement (EPSA) between Michigan Virtual Charter Academy and K12 Virtual Schools LLC, an affiliate of Stride, Inc. (K12). The related services providers for the 2023-2024 fiscal year are:
  - Therapy Source Staffing Solutions
  - Bromberg & Associates
  - E-Therapy
  - Devon Health Care Group, LLC
  -
- Supplemental Educational Services
  - Fourth Educational Products and Services Agreement (EPSA) between Michigan Virtual Charter Academy and K12 Virtual Schools LLC, an affiliate of Stride, Inc. (K12)
- Tutorial Services,
  - Stride Tutoring
- Independent Consultants
  - MVCA Board of Directors contracts with a financial consultant annually.
    - Current Financial Consultant
      - Dixon Public Consulting, LLC
- Business Services
  - K12 staffs for services as part of the EPSA. In some cases, K12 hires temporary employees or contracts with third-party vendors as follows:
  - We currently use 3 consultants through ESSER Funds for day- to -day operations
    - Barb Johnson Education Consulting LLC-MTSS Consultant
    - Jo Spry-Virgo-Student Certification Implementation
    - Balanced Leadership Center LLC - Leadership Coaching
  - Third Party Personnel Services for Substitute Teachers
    - Randstad Sourceright USA
    - Sunbelt Staffing
    - EduStaff
- Audit,
  - Yeo &Yeo
- Legal,
  - Clark Hill PLC
- Other Services).

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**Note: HPS, on a case-by- case basis, may exercise its right to request a copy of an entire contract for further review.**

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**CONTRACTED SERVICES SUMMARY**

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Please use additional copies of this page as needed

Vendor Name: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Written Contract?  Yes  No

Term: \_\_\_\_\_

Fee structure:

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Total Amount Paid Per Year: \_\_\_\_\_

Summary of services performed:

Relationship to school board member, employee or its Educational Service Provider (if applicable) or any family<sup>2</sup> of board members, employees, or the school's Educational Service Provider (if applicable).

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**LONG-TERM FINANCINGS SUMMARY**

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Please use additional copies of this page as needed

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

Interest rate: \_\_\_\_\_ Amount: \_\_\_\_\_

Purpose: \_\_\_\_\_

Outstanding current obligation: \_\_\_\_\_

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<sup>2</sup> Pursuant to MCL 487 1511, Section 511 1 (b) family is defined as parent, child, sibling, spouse/partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, nephew, niece, uncle or aunt.

CERTIFICATION PAGE

Prepared by: Randy Rodriguez and Josh Weld-Wallis (K12) and Ann L. VanderLaan (Clark Hill PLC)

Signatures: Randy Rodriguez 1/11/24 Dated Josh Weld-Wallis 1/11/24 Dated  
Ann L. VanderLaan 1-5-2024 Dated

We, the Board of Directors of Michigan Virtual Charter Academy, hereby certify that the information contained in this document is true and complete to the best of our knowledge, information and belief.

Board Member: Marva Foster

Marva Foster 11/20/2023  
Signature Dated

Board Member: Monique Lake

Monique Lake 11/20/23  
Signature Dated

Board Member: Scott Stangeland

Scott Stangeland 11/20/23  
Signature Dated

Board Member: Ramone Crowe, Jr.

Ramone Crowe, Jr. 11/20/23  
Signature Dated

Board Member: Colin Houston

Colin Houston 11/20/23  
Signature Dated

Board Member: Aaron Walker

Aaron Walker 12/11/23  
Signature Dated

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# Board Policy Certification Form

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

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**Charter Contract Requirement:**

*Adopt and properly maintain governing board policies in accordance with Applicable Law.*

**Certification:**

**As the Academy Board President,** I am an authorized representative of the school. I hereby certify that the school board has approved board policies in a form and manner that comply with applicable law, as defined by the school's charter contract. Furthermore, I hereby certify that the school board has a process to ensure that said board policies are updated in such a manner to ensure that the school board remains in compliance with appropriate changes in applicable law.

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Marva Foster, MVCA Board President

Signature  Dated 4/20/2023

**Submission:**

Please submit by the due date to the Hazel Park Schools via Epicenter

**For more information, please contact:** Ann L. VanderLaan, Clark Hill PLC  
Cell Phone: 248.310.1897 (preferred); Work Phone: 248-988-5876  
Email: [avanderlaan@clarkhill.com](mailto:avanderlaan@clarkhill.com)

# Reauthorization Contact Form

Name of School: Michigan Virtual Charter Academy

The HPS is requesting that the school designate an individual and provide their contact information for the following topic areas:

## Reauthorization Designee

Serves as the point of contact between the school and HPS for communication regarding the reauthorization process.

Name: Randy Rodriguez Phone: 616-309-1600

Email: rrodriguez@k12.com

## Curriculum and Educational Program Designee

Serves as the point of contact between the school and HPS to verify the accuracy of the school's curriculum and Educational Program and provide changes, as necessary.

Name: Randy Rodriguez Phone: 616-309-1600

Email: rrodriguez@k12.com

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## Physical Plant Description Designee

Serves as the point of contact between the school and HPS to verify the accuracy of the information contained in Schedule 6 of the charter contract and provide changes, as necessary.

Name: Josh Weld-Wallis Phone: 616-309-1600 x1616

Email: jweld-wallis@k12.com

## Position Description Designee

Serves as the point of contact between the school and HPS to verify the accuracy of the position descriptions currently on file at HPS and provide changes, as necessary.

Name: Josh Weld-Wallis Phone: 616-309-1600 x1616

Email: jweld-wallis@k12.com

## **Submission:**

Please submit by the due date to the Hazel Park Schools via Epicenter.

## **For more information, please contact:**

Contact Info

Michigan Virtual Charter Academy  
Contracted Services Summary  
For  
2022-2023 School Year  
Prepared for Hazel Park Schools

November 16, 2023

- Vendor Name: Balanced Leadership Center LLC
- EIN: 87-4523324
- Written Contract? Yes
- Term: Monthly and can be cancelled at any time
- Fee Structure: \$150 per hour
- Total Amount Paid Per Year: \$5,775.00
- Summary of Services performed: Leadership consulting services

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- Vendor Name: Barb Johnson Education Consulting LLC
- EIN: 38-1709520
- Written Contract? No
- Term: Services provided on an as needed basis
- Fee Structure: \$65 per hour
- Total Amount Paid Per Year: \$6,825.00
- Summary of Services performed: Academic consulting services

- Vendor Name: Bromberg & Associates
- EIN: 38-3493624
- Written Contract? Yes
- Term: Services provided on an as needed basis
- Fee Structure: Rates based on service provided
- Total Amount Paid Per Year: \$14,678.49
- Summary of Services performed: Sign language and translation services

- Vendor Name: Clark Hill PLC
- EIN: 38-0425840
- Written Contract? On retainer
- Term: Annual
- Fee Structure: Appropriate hourly rates
- Total Amount Paid Per Year: \$71,079.01
- Summary of Services performed: Board of Directors' legal services

- Vendor Name: Devon Health Care Group, LLC
- EIN: 06-1725634
- Written Contract? Yes
- Term: Annual
- Fee Structure: Rates based on related service provided
- Total Amount Paid Per Year: \$812,220.18
- Summary of Services performed: Special education related services

- Vendor Name: Dixon Public Consulting, LLC
- EIN: 61-1535638
- Written Contract? Yes
- Term: Annual
- Fee Structure: \$150 per hour
- Total Amount Paid Per Year: \$32,813.28
- Summary of Services performed: Board of directors financial consulting services

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- Vendor Name: Edustaff
- EIN: 27-3229048
- Written Contract? Yes
- Term: Annual
- Fee Structure: Hourly rates based on position
- Total Amount Paid Per Year: \$221,176.56
- Summary of Services performed: Substitute teacher services

- Vendor Name: E-Therapy
- EIN: 90-0449141
- Written Contract? Yes
- Term: Annual
- Fee Structure: Rates based on related service provided
- Total Amount Paid Per Year: \$66,858.08
- Summary of Services performed: Special education related services

- Vendor Name: Jo Spry-Virgo
- EIN: 381-64-0733
- Written Contract? No
- Term: Services provided on an as needed basis
- Fee Structure: \$55 per hour
- Total Amount Paid Per Year: \$5,665.00
- Summary of Services performed: Academic consulting services
- Services provided in SY2023-2024

- Vendor Name: Randstad Sourceright US
- EIN: 58-2426357
- Written Contract? Yes
- Term: Annual
- Fee Structure: Hourly rates based on position
- Total Amount Paid Per Year: \$68,811.74
- Summary of Services performed: Substitute teacher services

- Vendor Name: Stride Tutoring
- EIN: 02-0702274
- Written Contract? Yes
- Term: Annual
- Fee Structure: Hourly rates based on tutoring services provided
- Total Amount Paid Per Year: \$1,360
- Summary of Services performed: Student tutoring services

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- Vendor Name: Sunbelt Staffing
- EIN: 84-3786834
- Written Contract? Yes
- Term: Annual
- Fee Structure: Hourly rates based on position
- Total Amount Paid Per Year: \$263,362.50
- Summary of Services performed: Substitute teacher services

- Vendor Name: Therapy Source Staffing Solutions
- EIN: 23-3091556
- Written Contract? Yes
- Term: Annual
- Fee Structure: Rates based on related service provided
- Total Amount Paid Per Year: \$604,268.23
- Summary of Services performed: Special education related services

- Vendor Name: Yeo & Yeo
- EIN: 38-2706146
- Written Contract? Yes
- Term: Annual
- Fee Structure: \$23,000 plus up to \$7,500 for single audit, if necessary
- Total Amount Paid Per Year: \$30,000.00
- Summary of Services performed: Financial audit services
- Services provided in SY2023-2024



**MICHIGAN**  
VIRTUAL CHARTER ACADEMY<sup>SM</sup>

POWERED BY STRIDE K12

**March 1, 2024**

5910 Tahoe LLC  
5910 Tahoe SE  
Grand Rapids, Michigan 49546

To Whom It May Concern,

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We are writing to inform you of our intent to extend the lease for Michigan Virtual Charter Academy at 5910 Tahoe SE, Grand Rapids, Michigan. We would like to extend for a period of 5 years in accordance with our lease agreement.

According to our current lease agreement section 4.04, we are complying with the requirement to inform you in writing at least 180 days prior to the end of our current lease agreement.

We look forward to working with you in the following months to complete this process. We would like to complete this process in July of 2024 following the reauthorization and finalization of our charter contract with our authorizer. Please reach out to Josh Weld-Wallis, Operations Manager, to initiate the next steps.

Sincerely,

*Randy Rodriguez*

Randy Rodriguez  
Executive Director

**SCHEDULE 17**

**MATRICULATION AGREEMENT (PLACEHOLDER)**

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Ford Administration

Jason Zirnis, Assistant Superintendent of Business and Operations  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5217 | F: 248-544-5443  
www.hazelparkschools.org

To: Dr. Amy Kruppe, Superintendent  
From: Jason Zirnis, Assistant Superintendent of Business and Operations  
Date: April 11, 2024  
Re: Oakland School Budget

**Funding Sources:**

General Fund Impact: None

Annually Oakland Schools are required to present their budget to all local districts for review. Each local Board of Education is required to take formal action either approving or rejecting the budget as presented.

There are a couple fo key areas of focus;

- Fund balance in the GF, SE and VE have projected Fund balances of 15%, 5% and 6% respectively.
- Of the Special Education Fund fund balance projected there is 15.5 million reserved for facility improvements in local Districts to support the Center Programs.
- Step increases for those eligible, and a 2% across the board increases in nonunion wages

Based on the budget presented, Mrs Mubarak attended the Oakland Schools Budget Presentation and I have reviewed the Budget Book provided by Oakland Schools, we are recommending that the Board approve the budget as presented by Oakland Schools.

**Strategic Plan: Goal Statement - Resources**

Goal Statement: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art-technology.





April 2, 2024

Dear Board of Education Designate:

The Oakland Schools Board of Education and I invite you to review the enclosed proposed Oakland Schools budget for FY 2024-25. Per the Michigan School Code, Section 380.624(2), the proposed FY 2024-25 **General Fund budget** is to be submitted to its constituent district Board of Education for review. For transparency purposes, Oakland Schools has included the budgets for all of our funds in the enclosed document; however, it is only the General Fund budget upon which constituent districts vote. More details regarding the timing of the Designates meeting and your board resolution appear near the end of this transmittal letter.

As you know, Oakland Schools is primarily funded by property tax dollars, and we are projecting a growth factor in Oakland Schools' property tax revenues of 5.8%. Tax revenue projections are conservative compared to Oakland County taxable value increase projections as actual taxable value figures are not available during the preparation of this budget.

Some of the major features of this new budget being proposed are:

### **Social-Emotional Wellbeing and Mental Health Support**

Oakland Schools has always provided resources in the areas of social-emotional wellbeing and mental health support. The pandemic increased the need for these services substantially. To meet these needs, we have shifted resources toward mental health support by adding two mental health consultants in recent years. We have used these positions to support districts in strengthening tier 1 support for well-being (Youth Mental Health First Aid, Positive Behavioral Intervention Supports, Social Emotional Learning, etc.), boosting work around school safety including physical and psychological safety (PREPaRE), and developing a model for school-based mental health systems. Additionally, these positions have supported the expansion of state categorical funding for mental health, 31n, which broadens tier 2 and 3 supports with qualified, licensed school-based mental health supports in districts and 31P, which brings 3-tiered social emotional learning curriculum to our districts.

### **Oakland Schools Technical Campus Renovations**

Oakland Schools is undergoing significant projects to strengthen safety, renovate and refresh our four technical campuses. A high-level summary of the projects follows:

- Phase I – work has begun on an upgrade to the secured entrances for all four Oakland Schools Technical Campus (OSTC) buildings. The renovation will improve safety/security infrastructure and enhance the student and guest experience. Included in the secured entrance plan is a Welcome Center for visitors waiting to be screened for entry into the building. The Welcome Center will highlight OSTC academic programs, events and awards. The secured entrance/welcome center projects are scheduled to be completed in Fall 2024.
- Phase II – a second phase of OSTC renovations is currently in the planning phase. The project is called OSTC Corridor Refresh. Oakland Schools has partnered with an architectural firm to update corridor lighting, flooring, wayfinding, and program identification for all four campuses. The project also includes upgrades to student collaboration spaces in common areas of the

building. The OSTC Corridor Refresh project, if approved by the Board of Education, would be completed during Summer 2025.

### **Business Office Residency Program**

Oakland Schools Administration has developed, with input from local district stakeholders, a Business Office Residency Program which will begin in June 2024. The program is in response to the significant turnover and retirement of local district business office staff without an adequate pipeline to fill the vacancies. This is a two-year program in which a cohort of three to four individuals will receive training, leadership development, a Michigan School Business Officials certification, and internships with local districts. The intended outcome is that these individuals will be prepared to take leadership roles within our local district business offices upon completion.

### **HR Residency Program**

Similarly, our Human Resources department is creating a Human Resources Residency Program which will begin in 2024-25. As part of the program, a cohort of individuals will be taken through training and relevant work experience to best equip them for the human resources functions in a public school setting. The intent of the program is to prepare individuals to step into a district human resources leadership role after the completion of the program. We are working with district human resources leadership to vet a program that encompasses a variety of perspectives as well as industry professionals to speak to/provide necessary training.

Both the Business Office Residency and HR Residency Programs will be fully funded by the General Education Fund.

### **Shared Services**

Oakland Schools provides various services to Oakland County districts that go above and beyond our normal service model. These services include technology, business office, instruction, and truancy services provided on a cost-recovery basis. Technology services are currently being provided to fifteen constituent districts and business office services are currently being provided on a limited basis to four districts through an intergovernmental agreement (IGA) with Oakland Schools.

### **Literacy Essentials Oakland (LEO) 2.1**

The Literacy Essentials Oakland (LEO) project, which was initially kicked off in 2019-20, is a research-based literacy initiative tailored to meet the needs of local districts, build capacity and is focused on job-embedded professional learning. During the 2023-24 school year, the Oakland Schools LEO 2.1 Team continued working with our county-wide coaching network and district Literacy Leadership Teams as we build capacity for early literacy success. This work will continue in 2024-25 as we support the use of student outcome data and implementation data to inform practice and support improved coherence and operation of literacy vision in our districts. Oakland Schools is providing up to \$5 million for Literacy Essentials Oakland.

### **Numeracy Initiative**

The Numeracy initiative has been developed in response to declining performance from 3rd-6th grade on the Mathematics M-STEP. This project is designed to increase an organization's capacity to support effective mathematics practices leading to increased student outcomes in mathematics around three areas for continuous improvement:

- Increased district system coherence in addressing mathematics achievement,
- Increased confidence and efficacy of instructional leaders (both administrative and non-administrative), and
- Enhanced, equitable instructional practices grounded in research (focus grades 4-6 with emphasis on 6th grade).

### **Nanotechnology, Artificial Intelligence and Synthetic Biology (NAIS) Lab**

Our Nanotechnology, Artificial Intelligence, and Synthetic Biology lab will serve our local districts and public school academies as a resource they can visit during the school year. Within this lab, to be located at the Southeast Technical Campus, students and educators will explore cutting-edge technologies firsthand. Nanotechnology involves manipulating materials at the molecular level to create new substances and devices with unique properties. Artificial Intelligence encompasses developing intelligent systems capable of tasks typically requiring human intelligence, such as problem-solving and decision-making. Synthetic Biology integrates principles from biology and engineering to design and construct novel biological components and systems. Through visits to the lab, students will gain exposure to these exciting scientific fields, preparing them for future opportunities and technological advancements. In the 2024-25 budget, 2.0 FTE for Nanotechnology Consultants has been added for this new service's design, development, and deployment. Districts will be able to fully access this service during the 2026-27 school year.

### **Robotics Competition Labs and Fields**

Our Robotics Competition Lab and Field is another exciting new resource that our local districts and public school academies will be able to visit during the school year. This dynamic and inclusive competition field will foster innovation, collaboration, and STEM education. By investing in state-of-the-art equipment, venue facilities, and logistical support, we envision an electrifying competition experience that inspires and empowers the next generation of roboticists. The 2024-25 budget contains 2.0 FTE's for this new service's design, development, and deployment. Districts will be able to fully access this service during the 2026-2027 school year.

### **Subsidies**

Oakland Schools provides over \$1.3 million in subsidies for software and other instructional tools in the areas of Career and Technical Education and curriculum and assessment. The subsidies provided in the 2024-25 budget are detailed within this document and are exclusive of pass-through grant funds, other district allocations and the cost of dedicated staff who support student and finance/HR software and applications.

### **Personnel Costs**

Step increases for those employees who are eligible are included in the 2024-25 budget along with a 2.0% salary increase for all staff. All union salary changes, including step adjustments, are subject to collective bargaining.

### **PA-18 Special Education Funding**

Oakland Schools receives property tax revenue for support of Special Education programs. The base distribution of PA-18 funding to local school districts is budgeted to increase approximately \$14.2 million or 8.9%. Additionally, \$2.5 million is budgeted for other LEA distributions for group home expenditures, reimbursements to districts for educating incarcerated youth, special education program startup and extraordinary expenditures and capital. In FY 2023-24, Oakland Schools distributed additional PA-18 funds totaling \$3.8 million above the base distribution.

### **Planning for the Future**

Oakland Schools is dedicated to sound financial planning and preparing for the economic uncertainties in the future. In that regard, we utilize a five-year forecast that is updated with each budget amendment and incorporates projections from Oakland County Equalization for taxable values. We also maintain a five-year capital plan that is updated annually to prepare for necessary improvements and upgrades to facilities and equipment.

Please be assured that we will continue to work hard to ensure that the budget reflects our continued commitment to increasing student achievement, using economies of scale to decrease operating costs for local districts, customizing and regionalizing programs and services to meet the diverse needs of our constituent school districts, and assisting schools and districts in meeting state and federal mandates.

Per the Michigan School Code, Section 380.624(2), the proposed FY 2024-25 **General Fund budget** is to be submitted to its constituent districts' Boards of Education for review by May 1. Not later than June 1, the board of each constituent district shall adopt a resolution of support or non-support of the **General Fund budget**. A presentation of the budget to our 28 local school district business managers is scheduled to occur at their meeting of the Oakland County School Business Officials on April 12, 2024. The Oakland Schools Board of Education will then hold a Designates Meeting on May 1 at 6:00 PM, providing local board designates and district administration an opportunity to review the General Fund budget prior to submitting their board's resolution to Oakland Schools on or before June 1, 2024. Please note that while Oakland Schools provides all our fund budgets to our constituent districts for review, LEA Designates are only voting on the General Fund budget.

The Oakland Schools Board of Education will hold a Truth in Budgeting hearing on June 3, and will consider the FY 2024-25 proposed budget documents for approval during its regular meeting that night. Should you have any questions regarding the budget, please contact my office at 248.209.2424. All questions will receive prompt replies.

Sincerely,

A handwritten signature in cursive script that reads "Wanda Cook-Robinson".

Dr. Wanda Cook-Robinson  
Superintendent of Oakland Schools

cc: District Superintendent  
District Business Manager



# **Enterprise-Wide Executive Summary & Budget Assumptions Original Budget**

April 2024  
Fiscal Year 2024-25

## **Oakland Schools Enterprise-Wide Overview**

Oakland Schools is one of 56 Intermediate Schools Districts (ISDs) established in Michigan in 1962. ISDs are regional service agencies that provide support services to constituent district school personnel that are best delivered regionally, as measured by cost, size and quality advantages. Oakland Schools is an autonomous, tax-supported public school district governed by Michigan General School Law.

### **Our mission**

Oakland Schools: Learning today. Transforming tomorrow.

### **Our beliefs**

We believe:

- It's about service.
- Students form the lens through which our best educational decisions are made.
- All students can and will learn.
- Collaboration builds understanding.
- Education is a shared responsibility.
- Our success depends upon our employees.
- Change is opportunity.
- Lifelong learning is a key to lifelong success.
- Effective relationships are powerful.
- Differences expand our thinking.
- Visionary leadership creates a dynamic environment.
- We must develop leaders for tomorrow.
- Ethical behavior is everyone's responsibility.

### **Our Direction**

Service, expertise, and excellence form the foundation of Oakland Schools. We prepare students to be meaningful contributors in a diverse society. Continuous learning drives our efforts to support local districts and the community while fostering a global perspective. Organizational strength and effectiveness come from inclusion, advocacy, innovation, and leadership. We share responsibility for leading the Oakland County educational community.

We believe our first responsibility is to the educators of Oakland County, their students and families. We believe that all students can learn, and will, given the right resources and time. Our services, products, tools, and knowledge are focused to support high levels of student achievement, maximize resources and meet compliance obligations. Through visionary leadership and inclusive relationships, we develop regional capacity for the continuous improvement of student learning.

We believe every employee can be highly productive. We support ongoing learning by providing necessary tools and resources. We hold one another to a high standard of professionalism, respect, integrity, and fairness. Together, we embrace a culture that promotes ideas and innovation as it encourages creativity and fun. We deliver high quality service as we advocate for every child.

We collaborate with the Oakland County community and develop strong partnerships with all levels of government, business, social agencies, and education to enhance the quality of life in this region. These collaborations strengthen teaching and learning and increase opportunities for Oakland County students as they graduate to a global economy. For all those with whom we work and whom we serve, we pledge to partner in practices that honor collaboration, responsible stewardship of public resources, transparent business practices and ethical behavior.

## What we do

Oakland Schools provides regional services to school personnel that contribute to:

- Increasing student achievement
- Serving the diverse needs of schools
- Decreasing costs and increasing efficiencies.

## How we are funded

Our proposed total funding for fiscal year 2024-25 is \$470.0 million:

- Property taxes - \$249.5 million
- Other local revenue and investment revenue - \$44.5 million
- State source revenue - \$23.2 million
- Other financing sources & indirect revenue - \$20.7 million
- Estimated grant award funding - \$132.1 million

*Note: Funding as presented is net of eligible inter-company eliminated Risk Related Activity Fund revenues.*

## How we use our resources

Our proposed total expenditures for fiscal year 2024-25 are \$480.9 million:

- Salary, wage, and benefits - \$86.2 million
- Purchased Services, Supplies, Dues/Fees - \$23.0 million
- Electric & natural gas utilities - \$1.3 million
- Capital outlay - \$21.0 million
- Transfers to LEAs and other funds - \$213.9 million
- Grant related expenditures - \$132.1 million
- Payment on existing debt - \$3.4 million

*Note: Expenditures as presented are net of eligible inter-company eliminated Risk Related Activity Fund expenses.*

## What's New or of Special Significance in the 2024-25 Oakland Schools Budget?

### Revenues

Property tax revenue is budgeted to increase by 5.8%, or \$13.7 million. Taxable values have been increasing incrementally over the last eleven years and have finally reached pre-recession levels. While taxable values in Oakland County are expected to increase more than 6.0%, the District is using a conservative estimate in the 2024-25 budget until actual taxable values are made available. Tax abatements have leveled off significantly after peaking in fiscal years 2012 and 2013, however the full economic impact of the COVID-19 pandemic has yet to be determined and the environment is ripe for an increase in tax tribunal challenges. The District holds reserves for anticipated losses due to these abatements.

### Oakland Schools Technical Campus Renovations

Oakland Schools is undergoing significant projects to renovate and refresh our four technical campuses. A high-level summary of the projects follows:

- Phase I – work has begun on an upgrade to the secured entrances for all four Oakland Schools Technical Campus (OSTC) buildings. The renovation will improve safety/security infrastructure and enhance the student and guest experience. Included in the secured entrance plan is a Welcome Center for visitors waiting to be screened for entry into the building. The Welcome Center will highlight OSTC academic programs, events and awards. The secured entrance/welcome center projects are scheduled to be completed in Fall 2024.

- Phase II – a second phase of OSTC renovations is currently in the planning phase. The project is called OSTC Corridor Refresh. Oakland Schools has partnered with an architectural firm to update corridor lighting, flooring, wayfinding, and program identification for all four campuses. The project also includes upgrades to student collaboration spaces in common areas of the building. The OSTC Corridor Refresh project, if approved by the Board of Education, would be completed during Summer 2025.

### **Social-Emotional Wellbeing and Mental Health Support**

Oakland Schools has always provided resources in the areas of social-emotional wellbeing and mental health support. The pandemic increased the need for these services substantially. To meet these needs, we have shifted resources toward mental health support by adding two mental health consultants in 2021-22. We have used these positions to support districts in strengthening tier 1 support for well-being (Youth Mental Health First Aid, Positive Behavioral Intervention Supports, Social Emotional Learning, etc.), boosting work around school safety including physical and psychological safety (PREPaRE), and developing a model for school-based mental health systems. Additionally, these positions have supported the expansion of state categorical funding for mental health, 31n, which broadens tier 2 and 3 supports with qualified, licensed school-based mental health supports in districts and 31P, which brings 3-tiered social emotional learning curriculum to our districts.

Oakland Schools continues to provide consultation to the Oxford School District administrative and crisis response teams. In addition to Oxford, our mental health team has offered and provided many of the same supports to other districts that have experienced a traumatic event over the course of the 2023-24 school year. These districts include but are not limited to: Oak Park, Holly, Clawson, and all districts for large-scale events. Resources are included in our annual budgets to provide support as they arise.

Oakland Schools partnered with the National Association of School Psychologists to provide PREPaRE (Prevent Reaffirm Evaluate Provide and Respond Examine) training to our constituent districts. In addition, seven of our staff members are now certified PREPaRE trainers. The team of PREPaRE trainers review and improve comprehensive school safety planning with our districts and prepare staff for the skills of intervention and recovery and are training at the district and county level in Workshops 1& 2. All individuals who received PREPaRE training gained a better understanding of the organization and function of a comprehensive safety and crisis team (Workshop 1) and/or the knowledge and skills necessary to meet the mental health needs of students and staff in the aftermath of a crisis (Workshop 2).

Oakland Schools has also partnered with Michigan State Police, Oakland Community Health Network, and national threat assessment experts to provide professional learning on the Behavior and Threat Assessment Management (BTAM) model. Oakland Schools now has two BTAM in-house trainers to further build the capacity of our local districts through county-level training, and to continue fostering the relationship with our community partners.

Our mental health team is responsible for the oversight and provision of intensive mental health and complex behavior support through the provision of our Aspire program, a mental health collaborative partnership with New Oakland Family Services; psychiatric solution-focused meetings, collaborating with a licensed psychiatrist; and student problem-solving services, a multidisciplinary team approach to building district capacity to address complex cases.

### **Production, Printing & Graphics**

Production, Printing & Graphics (PP&G) was established in 2007/2008 to support the printing needs of Oakland Schools, local districts, and non-profit and municipal organizations. The program has consistently delivered high-quality print materials, encompassing brochures, bulletins, business cards, calendars, newsletters, posters, 3D printing, and various other items, at rates below market standards since

its inception. Despite facing escalating costs and subsequent deficits within the program fund, we have maintained steady pricing. However, with the gradual depletion of the fund balance, adjustments to pricing have become imperative to sustain operations. Over the forthcoming years, we will implement incremental price adjustments while subsidizing a portion of the costs, with the ultimate goal of restoring the program to self-sustainability.

### **Special Collaborative Projects**

#### *Business Office Residency Program*

Oakland Schools Administration has developed, with input from local district stakeholders, a Business Office Residency Program which will begin in June 2024. The program is in response to the significant turnover and retirement of local district business office staff without an adequate pipeline to fill the vacancies. This is a two-year program in which a cohort of three to four individuals will receive training, leadership development, a Michigan School Business Officials certification, and internships with local districts. The intended outcome is that these individuals will be prepared to take leadership roles within our local district business offices upon completion.

#### *HR Residency Program*

Oakland Schools Human Resources is creating a Human Resource Residency Program which will begin in 2024-25. As part of the program, a cohort of individuals will be taken through training and relevant work experience to best equip them for the human resource functions in a public school setting. The intent of the program is to prepare individuals to step into a district human resource leadership role after the completion of the program.

We are working with district human resource leadership to vet a program that encompasses a variety of perspective as well as industry professionals to speak to/provide necessary training.

In addition to the training and on the job experiences, residents will leave this program having established a working relationship with Oakland Schools as well as the 28 general power school districts in Oakland County.

Both the Business Office Residency and HR Residency Programs will be fully funded by the General Education Fund.

#### *Literacy Essentials Oakland (LEO 2.1)*

The Literacy Essentials Oakland (LEO 2.1) Project is centered on ensuring early literacy success for children in Oakland County. This multi-year project was launched during the 2019-20 school year, and was developed with the following criteria in mind:

- Deeply rooted in research
- Builds capacity in districts
- Tailored to needs of districts
- Focus on job-embedded professional learning

During the 2023-24 school year, the Oakland Schools LEO 2.1 Team continued working with our county-wide coaching network and district Literacy Leadership Teams as we build capacity for early literacy success. This work will continue in 2024-25 as we support the use of student outcome data and implementation data to inform practice and support improved coherence and operation of literacy vision in our districts. Oakland Schools is providing up to \$5 million for Literacy Essentials Oakland.

### *Numeracy Initiative*

The Numeracy initiative has been developed in response to declining performance from 3rd-6th grade on the Mathematics M-STEP. This project is designed to increase an organization's capacity to support effective mathematics practices leading to increased student outcomes in mathematics around three areas for continuous improvement:

- Increased district system coherence in addressing mathematics achievement,
- Increased confidence and efficacy of instructional leaders (both administrative and non-administrative), and
- Enhanced, equitable instructional practices grounded in research (focus grades 4-6 with emphasis on 6th grade).

### *HR/Finance Consortium*

The HR/Finance Consortium Fund was established in FY 2012-13 as a result of a collaborative effort between twenty-two (22) Oakland County school districts to select a countywide Enterprise Resource Planning system for HR and financial applications. The 22 school districts formed a consortium called the Michigan Partnership for Essential Education Resources (MiPEER) and selected SunGard Public Sector as the software vendor, which was purchased by PowerSchool in 2017. The consortium members have converted to the PowerSchool BusinessPlus software in phases between 2015-16 and 2021-22 and Oakland Schools MiPEER and Technology Services staff continue to support the collaborative on an ongoing basis. In 2021-22, one additional district joined the collaborative and implementation activities were completed in 2023-24.

### *MiServiceDesk*

The Oakland Schools Services Desk manages MiServiceDesk, which supports integral statewide solutions. This support ensures that local districts and stakeholders across the state have tier 1 support, ensuring their accessibility. MiServiceDesk is a support arm of Michigan Collaboration Hub which is an initiative lead by ISDs. Current solutions supported include:

- MiStrategyBank
- MICIP (Michigan Integrated Continuous Improvement Process)
- MiRead
- EduPaths
- MiEarly Childhood Connect
- Michigan Data Hub

### **Nanotechnology, Artificial Intelligence and Synthetic Biology (NAIS) Lab**

Our Nanotechnology, Artificial Intelligence, and Synthetic Biology lab will serve our local districts and public school academies as a resource they can visit during the school year. Within this lab, to be located at the Southeast Technical Campus, students and educators will explore cutting-edge technologies firsthand. Nanotechnology involves manipulating materials at the molecular level to create new substances and devices with unique properties. Artificial Intelligence encompasses developing intelligent systems capable of tasks typically requiring human intelligence, such as problem-solving and decision-making. Synthetic Biology integrates principles from biology and engineering to design and construct novel biological components and systems. Through visits to the lab, students will gain exposure to these exciting scientific fields, preparing them for future opportunities and technological advancements. In the 2024-25 budget, 2.0 FTE for Nanotechnology Consultants has been added for this new service's design, development, and deployment. Districts will be able to fully access this service during the 2026-27 school year.

### **Robotics Competition Labs and Fields**

Our Robotics Competition Lab and Field is another exciting new resource that our local districts and public school academies can visit during the school year. This dynamic and inclusive competition field will foster innovation, collaboration, and STEM education. By investing in state-of-the-art equipment, venue facilities, and logistical support, we envision an electrifying competition experience that inspires and empowers the next generation of roboticists. The 2024-25 budget contains 2.0 FTE's for this new service's design, development, and deployment. Districts will be able to fully access this service during the 2026-2027 school year.

### **Mobile STEM Classroom (STEMi)**

Oakland Schools Administration and Student Services have deployed a mobile Science, Technology, Engineering & Math (STEM) classroom called "the STEMi." The STEMi is a leased vehicle which was fully equipped and operational in the spring of 2021. FY 2024-25 Capital Projects Fund budgets include estimated costs for capital needs and the Career Focused Education Fund budget includes estimated costs of operating the STEMi. The mobile classroom is utilized by Oakland Schools' constituent districts to supplement and extend their existing career readiness curriculum, instruction and assessments. The STEMi is fully booked at all 28 school districts and public school academies for the 2023-24 school year. The Board of Education will continue to receive quarterly Access and Impact updates from Student Services.

### **Focus on Cybersecurity**

Oakland Schools has made substantial investments in cybersecurity including but not limited to the following:

- Identifying security weaknesses and strengthening security posture across all applications and devices supported and provided by Oakland Schools,
- Full implementation of multi-factor authentication on all critical systems to ensure application security,
- Full implementation of an automated security information event system to detect and thwart security threats and expanded the service to include local districts,
- Full implementation of an EDR (endpoint detection and response platform),
- Continuing to stop DDOS attacks,
- Conducting cybersecurity awareness and phishing simulation exercises, and
- Partnering with local districts and our field service district partners by
  - Encouraging local districts to take advantage of the internal and external penetration testing,
  - Encouraging local districts to take advantage of the SIEM solution offered by Oakland Schools,
  - Supporting our field service districts through the implementation of a phishing simulation and cybersecurity awareness training platform.

### **Financial Subsidies for Cooperative Services**

Oakland Schools provides financial subsidies to support several cooperative agreements with constituent districts. The following financial subsidies are incorporated in the FY 2024-25 budget:

<b>Department</b>	<b>Description</b>	<b>Budgeted Subsidy Amount</b>
Students Services (Career Readiness)	Career cruising software (Xello)	\$ 346,000
Students Services (Career & Technical Education)	CDX Automotive software	\$ 15,000
Students Services (Career Readiness)	Industry connections platform (Nepris)	\$ 260,000
District & School Services	Illuminate DnA student assessment & data analysis tool	\$ 366,000
District & School Services	Discovery Education Streaming - digital video on demand and online teaching	\$ 138,100
District & School Services	Atlas Rubicon curriculum management system	\$ 142,500
District & School Services	STAMP (STAndards-based MEasurement of Proficiency) assessments	\$ 35,000
	<b>TOTAL SUBSIDIES</b>	<b>\$ 1,302,600</b>

*Note: This reporting is required by Board Policy 3230. Subsidies do not include the cost of staff FTE providing direct district support.*

In addition to the above financial subsidies, the District provides dedicated staff to support the MiStar student application and the PowerSchool application for the MiPEER consortium. Distributions are also made directly to districts for PA-18 special education funding, Career and Technical Education (CTE) transportation reimbursement and CTE regional programming funding. Details of those distributions can be found in those funds' specific budget sections of this document.

### **Employee Positions**

- There is a net 10.4 FTE increase in positions contained in the 2024-25 budget, including the following:
  - 4.0 FTE – Human Resources Residency Program (see details under *Special Collaborative Projects*)
  - 4.0 FTE – Student Services, including 2.0 FTE for Nanotechnology Consultants and 2.0 FTE for Robotics Consultants (see details under *Special Collaborative Projects*)
  - 1.0 FTE – Student Services (Technical Campuses) for a Cosmetology Instructional Technician based on enrollment
  - 1.0 FTE – Special Populations for a new position in the Assistive Materials Center to meet the high demands for devices and materials requested by LEAs
  - 1.0 FTE – Technology Services for a MiPLACE Administrator to manage this virtual learning community
  - .7 FTE – District & School Services for the Fine Arts Consultant position previously held by a retiree, increasing it from a .3 FTE to a 1.0 FTE
  - (1.0) FTE – Shared Services, based on changes to intergovernmental agreements.

### **Personnel Costs**

- Step increases for those employees who are eligible have been built into the 2024-25 budget; additionally, an across-the-board pay increase of 2.0% has been included in the proposed budget for all staff. All union salary changes are subject to collective bargaining. The current collective bargaining agreement expires June 30, 2024.
- Regarding the State-mandated retirement rate, there are 8 rates in effect, depending on the hire date of employees and their choices for eventual retirement benefits. The most common employee choice is for the Basic/MIP plan with Health Care Premium Subsidy. That rate is 31.34% through September 30, 2024, and is projected to be 31.36% beginning October 1, 2024. Oakland Schools analyzed its own employee retirement elections and has projected an

overall blended retirement rate of 31.19% for 2024-25, which includes employer contributions to Defined Contribution plans and the Personal Healthcare Fund.

- The “Hard Cap” for employee health care costs remains in effect for all labor groups. The hard cap dollar limits that employers may pay are subject to annual adjustment based on the medical consumer price index, over which the school district has no jurisdiction. Oakland Schools has projected growth in the medical consumer price index of 4.0%. If this projection proves to be accurate, the dollar limits that will be in effect will grow to:

	Plan year beginning after 1/1/24	Plan year beginning after 1/1/25*
Family	\$ 21,007.83	\$ 21,848.14
Individual plus one	\$ 16,109.06	\$ 16,753.42
Single	\$ 7,702.85	\$ 8,010.96

*\*projected, assuming growth in the Medical CPI of 4.0%*

### **Michigan Tax Tribunal Expense**

Michigan Tax Tribunal (MTT) judgments regarding property tax assessments have leveled off in the last few years. Over the past eleven years, the District has paid back over \$13.0 million in property taxes due to MTT judgments, the majority occurring over a four-year period. The MTT reserve percentage for FY 2024-25 is budgeted at .25% of tax revenues, which equates to approximately \$623,700 in expense. The District continues to evaluate MTT reserves as indications are MTT cases are likely to rise in the coming years.

### **PA-18 Special Education Funding**

Oakland Schools receives property tax revenue for support of Special Education programs. In the last two years, the County has enjoyed healthy taxable value growth which correlates to increases in the amount that can be provided to local districts via the PA-18 distribution. In FY 2024-25 there is growth projected in tax revenues of 5.8%. The base distribution of PA-18 funding to local school districts is budgeted to increase approximately \$14.2 million or 8.9% to \$173,556,600. Additional distributions may be made to local districts based on 2023-24 final audited financial results.

### **Collaborative Program & Service Initiatives**

Oakland Schools continues to invest in current programming and new initiatives that support collaborative programs and services for our constituent districts. Cited below are several examples of current collaborative programs and projects that are coordinated by the ISD.

#### **District and School Services**

The District and School Services (DSS) Department is committed to serving all learners in Oakland County through a variety of means, including but not limited to: providing professional learning for educators, facilitating networking groups for educators, consulting with educational leaders, developing resources, advocating for Oakland County students at the state level, and establishing consortium pricing and other cost savings for tools that districts need to support student learning. DSS is also focused on several large projects, such as the support of districts with Comprehensive Support and Improvement (CSI) Schools, and responding to wellness needs by providing guidance, technical assistance, resources, and tools.

- Professional learning for educators - The DSS team develops and facilitates regional professional learning and customizes professional learning for individual districts.

- Networking groups for educators - District and School Services supports groups of educators in networking with peers across the county through regularly scheduled facilitated meetings. Networking groups have been designed to meet the needs of central office leaders, principals, district assessment leaders, district English Learner leaders, new teachers, and content area specialists (mathematics, literacy, social studies, science, fine arts, world language) to name a few.
- Consultation - The District and School Services consultant team works closely with educational leaders across the county as they plan appropriate supports for their district or school.
- Resource development - The District and School Services team is committed to developing resources that support student learning across the state. Some of these resources include contributions to the development of the MAISA GELN Early Mathematics Essential Instructional Practices: Pre-kindergarten through Grade 3 and support of miPLACE, a virtual learning community containing extensive on-demand professional learning courses and collaborative groups.
- Consortium pricing and other cost savings - The District and School Services team collect perspectives from school stakeholders and leaders to determine needs, as well as seek input on resources, tools, and providers that districts recommend. Our staff of experts then assembles product information across the marketplace, and, when feasible, vets solutions for quality. We then negotiate with providers to seek discounted consortium pricing, saving districts thousands of dollars in product pricing and implementation support. Current examples of educator tools the team has procured on behalf of constituent districts include the Atlas Curriculum Mapping System, Illuminate DnA, Discovery Streaming and STAMP proficiency assessment for world language test-out. The products are all offered either at a full or partial subsidy to districts.
- Supporting districts with schools identified through the State Accountability System - Districts with Comprehensive Support and Improvement (CSI) Schools receive support services from the MDE through District and School Services to build capacity in order to increase student achievement and/or graduation rates. Through the Title I Regional Assistance Grant CSI districts are supported with services such as summer camps, classroom libraries and pop-up literacy programs.
- The Early Childhood unit works with schools, families and other agencies to support the school success of children from birth to kindergarten years of age by providing for the development, evaluation and modification of programs in early childhood centers and providing direct assistance to support young learners and their parents with a variety of activities and resources. Early Childhood has saved local districts thousands of dollars by early identification of children with learning or behavioral challenges.

### **Student Services**

The Student Services Department provides direct instructional programs for K-12 students and consulting services for local districts throughout Oakland County.

- Student Services provides consultation, professional development and employer-based experiences for the core content areas as well as CTE programming.
- Student Services is working collaboratively with our 28 local districts to roll-out a K-12 Career Readiness system in Oakland County. This system is guiding students, parents and educators to help students make informed career preparation decisions, developing the skills and knowledge needed to be successful in their chosen career and preparing them for post-secondary education or direct employment.
- Professional development and technical assistance (via a gradual release professional learning model) is provided to educators, parents and community members throughout Oakland County and beyond.

- Student Services provides leadership and support for a variety of student programs. This includes the ACE Program and the VLAC K-12 programs. In addition, Student Services operates the four technical campuses serving approximately 2,700 students from all 28 constituent districts.

### **Special Populations**

The Special Populations Department is dedicated to providing quality services and support intended to strengthen the capacity of Oakland County public school districts. In partnership with local districts and community agencies, the department strives to improve the educational achievement and well-being of all students with disabilities.

The Oakland Schools Special Populations Department provides services to all local districts, public school academies and nonpublic schools in Oakland County on behalf of the approximately 23,500 students with an Individualized Education Program (IEP) as well as students requiring community support programs.

Coordinated ISD services for districts include the provision of Educational Audiologists, Orientation and Mobility Specialists and teacher consultants for students with low incidence disabilities. Associated supplemental and related support through specialized assistive equipment and services are also available. The Materials Center coordinates the procurement and/or preparation and after delivery support of this equipment and alternate text materials for those with IEPs. Due to the increasing demand for Assistive Technology related services, the Materials Center has requested an additional FTE in 2024-25. Audiological services are available for assistance in the evaluation process for eligibility purposes and the provision of hearing assistive technology. In addition, audiological assessments are provided to preschool age students to rule out hearing loss.

Professional learning opportunities are offered year-round. Learning opportunities are designed to meet the identified needs of the county by use of achievement data, compliance indicators, district input, and educational initiatives. It is the focus of these opportunities to support the instruction of those students with disabilities with an IEP and work toward improving student achievement. Oakland Schools has created an annual Special Populations summer conference to build the capacity of staff who support students in self-contained and center program classrooms, our most complex learners. Staff are invited to attend a multi-day conference that provides foundational, shared learning experiences, as well as tailored topics of interest that they can select to deepen their knowledge. Stipends for attendance are provided to staff who qualify.

Technical assistance to meet mandatory compliance regulations occurs in many forms. The ISD has staff available by phone and email to assist parents and districts in creating a positive supportive learning environment that meets the needs of students with IEPs.

### **Technology, Business and Other Operational Areas of Oakland Schools**

- Administrative Services provides coaching for newly placed superintendents, governance training for superintendent/board teams, and leadership training for administrative teams.
- Auxiliary Services, Maintenance and Facilities Operations works with local districts in the county to share information and help improve facility management effectiveness. Collaboration among local districts allows for shared knowledge, networking and operational efficiencies.
- Facility Operations is committed to providing a safe, clean and healthy environment within our buildings and on our campus grounds. Team members strive to provide services in an efficient and cost-effective manner.
- The district continues to promote its Green Schools initiatives. The Michigan Green Schools Program encourages public and private schools to participate in environmentally friendly and energy saving activities. There are 85 schools in the County that are participating.

- Communication Services collaborates with communications professionals across local districts, offering support and skill enhancement opportunities through tailored professional development initiatives. Our dedicated team publishes an informative District Service Report annually, ensuring transparent communication and highlighting achievements. Moreover, we prioritize the dissemination of pertinent educational topics through multiple social media platforms. Additionally, our team offers comprehensive assistance to local school districts, addressing their unique communication and marketing needs.
- Government and Community Services provides assistance to our constituent public school districts ensuring accountability of all student populations with pupil accounting audits, truancy, residency, schools of choice, MEIS liaison, home schooling, legal services, and legislative services.
- Financial Services provides direct and indirect operational support and best practice-based training to all of our constituent districts upon request and continues to provide direct services to constituent local districts each year. Financial Services provides fiduciary oversight of the financial resources of Oakland Schools.
- The Medicaid Billing Services program provides billing services to all school districts and is expected to generate approximately \$14.1 million of revenue for LEAs in FY 2024-25.
- The Human Resources department administers the Oakland Human Resources Consortium (OHRC) providing recruitment and job posting services.
- Child Nutrition provides consulting services for all federal child nutrition programs operated in Oakland County including school lunch, breakfast, after-school snack/supper programs, Summer Food Service and special grant programs. Services provided to districts include USDA food purchasing cooperative, professional standards training, technical assistance and operations consulting services. Child Nutrition staff have been instrumental in obtaining numerous grants which allow more students in Oakland County to receive free or significantly reduced breakfast and lunch and have been leading the effort to get universal free meals in public schools permanently.
- Event Management organizes, hosts and services professional learning opportunities. The Oakland Schools conference center provides meeting, conference and training space for educational, community and special events.
- The Office of Procurement & Contracting coordinates the procurement process and provides links for our constituent districts to county, state, and national purchasing programs and cooperative purchasing opportunities.
- Pupil Transportation provides MDE school bus safety education training; efficiency reviews; implementation, training and support for transportation-related applications; consultation for MDE required reports; training and support for transportation staff and committees and cooperative purchasing support for transportation needs.
- Technology Services is an established provider of high quality systems, solutions and support to public and nonpublic schools providing online applications for student information management, human resource management, financial systems management, academic systems support, technology planning, network and telecommunication services, technical support for the ONE fiber network, internet service provider, AV support, and technology service assistance. The use of these applications is growing among our local districts as high quality, low cost solutions. We provide full service support of local districts' technology needs upon request on a cost recovery basis.
- The Technology Services Student Applications team supports all local 28 districts on MISTAR-Q. This student information system is integrated with Canvas, Schoology, and Google Classroom to support teacher instruction and mark reporting. Continuing innovations are made to MISTAR-Q based upon customer needs. Examples include implementing paperless online enrollment, food service point-of-sale (POS) for distribution of meals during the pandemic, and other tools and services designed to facilitate remote learning and student support. Oakland Schools has a continuing partnership with Wayne RESA to facilitate a user group, an advisory committee and

steering committee to improve networking, to garner client feedback on support and training, and to create strategic direction for MISTAR-Q.

- Oakland Schools runs a full-service production, printing and graphics (PP&G) operation. PP&G serves the administration and staff of Oakland Schools, LEAs, private schools and other governmental and nonprofit entities. PP&G offers a wide variety of products and services at fees that are significantly lower than those charged in the commercial marketplace.

### **Shared and Cost Recovery Services**

Oakland Schools provides various services to constituent districts that go above and beyond our normal service delivery model, and these additional services are provided on a cost recovery basis. In FY 2023-24 and 2024-25, the following services have been or are being provided on a cost recovery basis:

- Business Office assistance on a limited scope to four constituent districts
- Technology services to fifteen constituent districts
- Early Childhood Specialists (ECSs) support the Great Start Readiness Preschool teaching teams and site administrators at 28 LEAs, 4 PSAs, and 24 community-based organizations to provide high-quality preschool with fidelity. Oakland Schools recruits, trains, supervises, and coaches the ECSs, assigning them to service individual programs across the country. This saves districts approximately 40% of the staffing costs since they do not need to employ direct hires, as well as the administrative costs of recruiting, retaining and supervising staff.
- Oakland Schools Early Childhood unit orchestrated a coordinated purchase of the online *COR Advantage* child assessment tool, so it is more affordable for the programs in Oakland County, resulting in a savings of 47% for each child license or a countywide savings of over \$65,500 for the 2023-2024 program year.
- Oakland Schools provides early childhood educators with professional learning on the preferred GSRP curriculum, through an agreement with HighScope. GSRP teachers and administrators can enroll in all mandated training sessions through the ISD at substantially reduced registration fees and without traveling out of county, reducing professional learning costs by up to 70%. In 2023-24, approximately 500 participants completed various training sessions offered.
- Oakland Schools provides all programs with program director support services, which provide technical assistance with meeting GSRP grant requirements, GSRP Implementation Manual Guidance, program licensing guidance and referrals. This service saves sub-recipients over 36% of the cost.
- Early Childhood provides Child Development Associate (CDA) training scholarships to support educators in attaining this GSRP required, nationally recognized qualification. In 2023-24, 50 professionals were awarded a scholarship, saving programs and professionals a cost of approximately \$22,500.
- Oakland Schools implemented a county-wide marketing campaign to support child recruitment for programming. This was a cost savings to districts of approximately \$275,000 in 2022-23 and is estimated to be \$350,000 in 2023-24 and 2024-25.
- Oakland Schools lifts the burden of determining child eligibility for GSRP through care coordination. This is an estimated cost savings of \$250,000 for the 23-24 school year.

### **Collaborative Program Development Initiative**

The Collaborative Program Development Initiative (CPDI) is a program designed to provide “seed funding” for new and innovative initiatives, programs and ideas among our constituent local districts. CPDI funds have been used to support start-up of the Virtual Learning Academy Consortium, the Oakland Accelerated College Experience and also partially subsidized the expense of moving toward a countywide HR/Finance software system that will help reduce costs to our partnering local school districts for the first five years that each of them implements the new system. Most recently, CPDI funds have been used for the startup and implementation costs of a new applicant tracking system for the Oakland Human Resources

Consortium, the Better with Breakfast countywide program, Literacy Essentials Oakland (LEO) and the Numeracy Initiative kicking off in 2024-25.

### **Notable Fee-Based Programs**

#### *Virtual Learning Academy Consortium (VLAC) K-8*

- The District’s online educational program for K – 8<sup>th</sup> grade students is projecting an enrollment of 300 FTE. Tuition is projected at \$6,450 per pupil for Oakland County residents and \$6,650 for non-resident pupils, which represents no increase from 2023-24 rates.

#### *Virtual Learning Academy Consortium (VLAC) 9-12*

- In the VLAC 9-12 program, students previously participating in the K-8 program can continue their virtual educational program through high school. Enrollment is projected at 150 FTE and tuition is \$6,700 per pupil for Oakland County residents and \$6,900 for non-resident pupils, which represents no increase from 2023-24 rates.

#### *Oakland Accelerated College Experience (ACE)*

- In this program, students from Oakland Schools’ constituent districts have the opportunity to attend their district’s high school as well as Oakland Community College. This opportunity allows students to earn up to 60 transferable college credits, an associate degree or a certificate of completion while extending high school through year 13. The preliminary enrollment is estimated at 156 students; tuition is \$4,900 per pupil, which represents no increase from 2023-24 rates.

#### *Secondary Online Programs*

- The District, in partnership with Graduation Alliance, offers a specialized educational program and support services to provide students who have dropped out of school with an opportunity to complete their coursework and graduate from high school. It also services students who have been expelled or placed on long-term suspension. This program is being offered to Oakland County students on a cost-recovery basis.

#### *Foreign Exchange Programs*

- This is a high school study abroad program in which students from other countries can spend a year in several Oakland County high schools. The District is partnering with KCK, Inc. to provide this experience and is budgeting for approximately 50 students to participate in FY 2023-24.

### **Oakland Schools Economic Environment & Forward Planning**

Oakland County (the “County”) remains a strong local economy, with positive prospects for economic growth and development. Despite recent years of economic turmoil with the Great Recession in 2009 and more recently with the COVID-19 pandemic (“the pandemic”) that has plagued Southeast Michigan, along with the rest of the nation, Oakland County has remained one of the most prosperous counties in the country. More important, it has the necessary assets to remain a prosperous and welcoming county in the future. Oakland County remains one of the most prominent local economies in the nation, with some of the most promising longer-term prospects. The County’s knowledge-based economic activity is among the most concentrated in the country and the percentage of the population holding an associate degree or better well exceeds the national average, which are two good indicators of future economic prosperity.

The County is especially noteworthy for its share of residents employed in professional and managerial occupations, which bodes well for future growth opportunities in higher paid activities. Oakland County’s assets provide opportunities to continue diversifying its economy into areas with longer-term growth potential. While the overall job growth forecast is favorable, economists predict it will be strongest in blue-collar industries. This is partially due to higher-wage industries losing few jobs during the pandemic, but

their recovery has been less robust. Job recovery by the end of 2024 is expected to exceed pre-pandemic levels by 5.1% and 2.1% in blue-collar and higher-education service jobs, respectively. The unemployment rate was 3.1% as of January 31, 2024, compared to a nationwide average of 3.7%. Oakland County's affluent, well-educated community has been, and will continue to be, its own best resource for maintaining a thriving economy.

The County's emerging sectors have demonstrated strong growth and development. The County's Emerging Growth & Innovation Unit brings together industry leaders to learn about what market trends technological advancements and what industry participants need. The vast majority of the jobs in Oakland County are in the private sector (94%) while only 6% are government jobs. Leading employment sectors per recently published data include:

- Professional and business services
- Trade, transportation and utilities
- Private education and health services
- Manufacturing
- Private-Goods Producing.

Oakland County takes education very seriously. The County's education initiative, Oakland80, sets a goal of 80% of county adults with a post-secondary degree or credential by 2030. In order to achieve this goal, the County is focused on ensuring high school students obtain the financial assistance available to them, students who start college finish with a degree, and industry-recognized credentials are widely available.

Our Board of Education and Administration consider many factors when setting the District's 2024-25 fiscal year budget. One of the most important factors affecting the budget is the economic condition of the state of Michigan. The fiscal year 2024-25 budgets will be adopted effective July 1, 2024, and are based on estimated property tax revenues, state aid, and grant funding. State law requires the District to amend the budget if actual District resources are not sufficient to fund original appropriations. The District amends its budgets at regular intervals during the year and also maintains a five-year forecast. This robust frequent analysis ensures the financial stability of the organization and that resources are available to fulfill the mission of Oakland Schools.

We continue to focus resources in a manner that directly benefits our districts and students. Listed below are just a few tangible examples (not an exhaustive list) that demonstrate this practice:

- Providing funding for a Numeracy Initiative to address declining performance on the Mathematics M-STEP
- Providing \$5 million for the Literacy Essential Oakland program aimed at significantly improving 3<sup>rd</sup> grade reading proficiency
- Investing in significant safety and security updates at our technical campuses
- Investing in exciting new instructional opportunities for constituent district students in nanotechnology and robotics
- Funding for a mobile STEM classroom (STEMi) to be utilized by constituent districts
- Investing in countywide fiber infrastructure upgrades
- Providing significant subsidies for student data analysis tools and other software solutions for local districts
- Collaborating with Oakland County on a countywide communication channel

## **Oakland Schools’ District Budget Policy, Development Process, Management & Internal Control**

Oakland Schools’ budgetary policies (3050, 3100, 3150, and 3170) direct, authorize and hold responsible the Superintendent for the planning, preparation, and execution of the District’s annual operating budgets. The Board of Education authorizes and funds the operating budgets according to approved district policy, procedures and laws of the State of Michigan. The Board of Education conducts budget hearings and a budget adoption process in accordance with state law. Changes to the original annual operating budgets shall be documented to maintain accurate working budgets and shall be presented through the budget amendment process at least three (3) times each fiscal year for Board of Education review and approval.

### **Significant Budget Policy:**

The district’s significant budget policies and the complete policy citations are presented below:

#### **Policy 3050 - Budget preparation:**

The Superintendent shall be responsible for planning the District’s budget. The budget shall be the numerical representations of the Board’s and District’s programs and operational priorities. The Superintendent shall keep the Board informed during the planning process and secure input from the Board through discussion or workshops. The Board may approve a special committee to work with the Superintendent in determining the budget priorities.

#### **Policy 3100 - Annual operating budget and amendments:**

The District’s budget shall be prepared by the Superintendent and shall reflect the program and operational priorities of the District. The Superintendent shall follow the adopted budget. The Board shall fund the operating budget according to approved fiscal and budgetary procedures adhered to and required by the State of Michigan. The Board, working with administration, shall establish priorities for the District. The budget shall contain a contingency appropriation within the General Education, Special Education, and the Vocational Education funds, to be used and transferred at the discretion of the Superintendent, for the express purpose of addressing unforeseen existing program and operational costs. The Board shall be notified of the use of such funds within the budget amendment process. In order for the District’s budget preparation to proceed in an orderly fashion, the Superintendent shall establish deadlines and time schedules. The Board shall conduct hearings and budget approval in accordance with state law. Changes to the original operating annual budget shall be documented to maintain accurate working budgets. Changes shall be prepared through budget amendments at least three (3) times each fiscal year for Board review and approval. The Superintendent shall develop administrative rules to implement this policy.

#### **Policy 3150 – Fund balance:**

The Board realizes its responsibility under law to maintain a balanced, non-deficit, financial condition for the District. A fund balance provides flexibility in dealing with unanticipated budget emergencies such as mid-year reductions in state funding. In addition, a fund balance will help to avoid cash flow borrowing. To this end, the board will strive to maintain an appropriated and budgeted fund balance in each fund which appropriately considers known actual or estimated liabilities of each fund and the risk in the operating and state and local economic environment. The administration shall, in developing each year’s budget, endeavor to maintain minimum ending fund balances as set forth below:

1. The General Education Fund ending unassigned fund balance target range (“unassigned target range”) shall be equal to 7.5% to 12.5% of operating expenditures.
2. The Career Focused Education Fund ending restricted fund balance target range (“restricted target range”) shall be equal to 7.5% to 12.5% of operating expenditures.

3. The Special Education Fund ending restricted fund balance target range shall be equal to 5% to 10% of expected operating expenditures of the fund less payments (also referred to as transfers) to local school districts.
4. All other District ending fund balances shall be determined by the Superintendent who shall consider the financial environment and the associated risks to include actual or estimated liabilities.

The Board delegates to the Superintendent the authority to create assigned fund balances and to allocate amounts to such balances to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund. The Superintendent is directed to bring only those budget recommendations to the Board that comply with all laws and the intent of the policy.

**Policy 3170 – Budget transfer authority:**

The Superintendent is authorized to approve adjustments and/or transfers between line items within a fund of the Board adopted operating budget. Such adjustments and/or transfers shall be reported to the Board through the amendment process. Authorization for such adjustments and/or transfers shall be included in the general appropriations act amendments. Inter-fund transfers shall not be made without prior Board of Education approval.

**Budget Development Process**

The Oakland Schools’ budget development process operates on a continuous improvement basis. In order for the District’s budget preparation to proceed in an orderly fashion, the Superintendent annually establishes a budget development calendar. Budget documents, as released each year, will include presentation changes and improvements. Accordingly, the proposed budget documents reflect all changes made to our general ledger reporting structure done to maintain compliance with the Michigan Public Schools Accounting Manual (Bulletin 1022). Included in our budget document are all governmental fund types, proprietary fund types, and a summary of our grant and state funded projects. The District has fiduciary type funds which are used to account for assets held by the school district in a trustee capacity or as an agent. These funds are custodial in nature (assets equal liabilities) and do not involve the measurement of results of operations. These funds are not presented in this document as the district is not required to formally adopt a budget for these funds; however, information on the Fiduciary funds can be found in the District’s most recent Annual Comprehensive Financial Report.

**District Cost Allocation Methodologies**

During the normal course of conducting our business, Oakland Schools incurs costs that require a logical methodology to allocate between our three major operating funds: the General Education Fund (GEF), the Special Education Fund (SEF) and the Career Focused Education Fund (CFEF). The Michigan Department of Education’s (MDE) “Accounting and Fiscal Reporting Requirements for Intermediate School District Use of Special Education Funds” rules identify allocation-eligible function-based costs as defined by the Michigan Department of Education’s Bulletin 1022 Accounting Manual.

For the Special Education Fund, the primary controlling parameter is a 25% maximum allocation cap on each eligible function-based cost pool. The CFEF has no such limiting set of rules to date but we treat the allocation of costs to the CFEF in the same manner as the SEF with respect to the application of our general allocation methodology process. The following function-based cost pools, as defined in the Michigan Department of Education’s bulletin 1022 Accounting Manual, are eligible to be allocated:

- Truancy/Absenteeism Services – (211)
- Improvement of Instruction – (221)
- Board of Education – (231)
- Executive Administration – (232)

- Fiscal Services – (252)
- Internal Services – (257)
- Operating Building Services – (261)
- Building Security Services – (266)
- Student Transportation Services– (271)
- Planning, Research, Development and Evaluation Services – (281)
- Communication Services – (282)
- Human Resources Services – (283)
- Technology Support Services – (284)
- Pupil Accounting – (285)
- Other Central Services – (289)
- Other Support Services – (299)

Oakland Schools uses two basic cost allocation methodologies, the general allocation method and the activity based cost method. The application of the two allocation methodologies is limited to the allocation eligible function based cost pools as identified in the Special Education Fund rules referenced above and revised to reflect the most current issuance of the MDE Bulletin 1022 Accounting Manual definitions. The methodology used most by the District is the general allocation. The following is a synopsis of the general allocation methodology.

All qualifying function-based gross budget cost pools not allocated using an activity based cost methodology are allocated 50% to the General Education Fund, 25% to the Special Education Fund and 25% to the Career Focused Education Fund with the exception of those departments that generate revenues. For function based gross budget cost pools with departments that generate revenue (predominately Technology Services), the gross cost pool is decreased by the amount of related revenue to create a “net” budget cost pool. The remaining net budget cost pool is then subject to the general allocation methodology (GEF 50% - SEF 25% - CFEF 25%). We reconcile budget to actual expenditures throughout the year and at year-end to ensure the costs allocated align to the appropriate percentages.

The activity based cost allocation – space utilization methodology is used for allocating capital, maintenance and operating costs associated with our facilities. The space utilization allocation methodology is predicated on square footage occupied or utilized by the District’s departments and programs. The activity based cost allocation – FTE based methodology is applied to the Financial Services, Human Resources, Office of Procurement & Contracting and the Enterprise Technical Services departments. The primary activity based cost driver of each department is the number of employees in the organization they serve therefore the allocation percentages are based on the full time equivalent employees of each fund. The activity based cost allocation – transportation miles is used for Pupil Transportation and is based on the cost of student miles transported for all constituent districts of the ISD.

The following schedules provide the fund level and departmental level allocation percentage utilized in the proposed budget.

**Fiscal Year 2025 Budget – Allocation Schedule**

Allocation Name			Fund 100	Fund 200	Fund 600
General Allocation			50%	25%	25%
Activity Based Cost Allocation - FTE based			24%	24%	52%
Activity Based Cost Allocation - Space Utilization			50%	24%	26%
Activity Based Cost Allocation - Transportation Miles			73%	25%	2%
	<b>Dept</b>	<b>Unit</b>	<b>Fund 100</b>	<b>Fund 200</b>	<b>Fund 600</b>
Office of the Superintendent	001	0231/0232	50%	25%	25%
Asst Supt - Educational Services	002	0232	50%	25%	25%
Asst Supt - Finance & Operations	003	0232	50%	25%	25%
Cabinet Administrative Services	006	0232	50%	25%	25%
Grant & Community Programming	007	0289	50%	25%	25%
Financial Services	011	0252	24%	24%	52%
Financial Services - Property Taxes	011	0259	6%	75.5%	18.5%
Event Management Operations	013	0299	50%	25%	25%
Government & Community Services	014	0232	50%	25%	25%
Tech Services - Licensing	028	0284	70%	15%	15%
Tech Services Administration	029	0284	50%	25%	25%
Technical Support Services	030	0284	50%	25%	25%
Application Services	032	0284	50%	25%	25%
Enterprise Tech Services	033	0284	24%	24%	52%
Legal Affairs	038	0232	50%	25%	25%
Records Management	039	0289	50%	25%	25%
Auxiliary Services Administration	040	0257/0289	50%	25%	25%
Facilities Management	041	0261/0266	50%	24%	26%
Office of Procurement & Contracting	042	0252	24%	24%	52%
Corporate & District Services	044	0211/0285	50%	25%	25%
Pupil Transportation	045	0271	73%	25%	2%
Shipping and Receiving	047	0257	50%	25%	25%
Communications Services	049	0282	50%	25%	25%
Human Resources	083	0283	24%	24%	52%
Plant & Fixed Charges - OS Main Campus	091	0261	50%	24%	26%

<b>Oakland Schools Allocated Departments Consolidated Fiscal Year 2025 Budget</b>	<b>Loc</b>	<b>Fund 100</b>	<b>Fund 200</b>	<b>Fund 600</b>	<b>Total</b>	<b>% of GEF, SEF, CFEF Funds</b>
<b>General Allocation</b>		50%	25%	25%	100%	%
Office of the Superintendent	001	423,400	211,900	211,900	847,200	0.33%
Deputy Superintendent- Educational Services	002	341,100	170,700	170,300	682,100	0.27%
Asst Supt - Finance & Operations	003	181,000	90,000	93,100	364,100	0.14%
Cabinet Initiatives	006	1,234,000	32,800	32,800	1,299,600	0.51%
Event Management Operations	013	581,600	246,000	246,000	1,073,600	0.42%
Government & Community Services	014	362,100	181,000	181,300	724,400	0.28%
Technology Services Administration	029	238,300	117,000	123,000	478,300	0.19%
TS - Technical Support Services	030	693,900	345,100	346,600	1,385,600	0.54%
TS - Application Services	032	2,325,800	1,159,400	1,160,100	4,645,300	1.81%
Legal Affairs	038	477,200	245,500	509,200	1,231,900	0.48%
Records Management	039	8,300	4,300	4,300	16,900	0.01%
Auxiliary Services Administration	040	195,800	99,200	99,800	394,800	0.15%
Corporate & District Services	044	640,200	322,500	318,300	1,281,000	0.50%
Shipping and Receiving	047	158,800	79,300	79,400	317,500	0.12%
Communications Services	049	519,900	259,300	261,200	1,040,400	0.40%
		8,381,400	3,564,000	3,837,300	15,782,700	6.14%
<b>General Allocation net of revenue</b>		70%	15%	15%	100%	
Tech Services - Licensing	028	1,971,300	422,400	422,400	2,816,100	1.10%
<b>Activity Based Cost Allocation - FTE based</b>		24%	24%	52%	100%	
Financial Services 0252	011	469,800	474,900	1,024,600	1,969,300	0.77%
TS - Enterprise Tech Services	033	751,000	749,400	1,620,300	3,120,700	1.21%
Office of Procurement & Contracting	042	204,100	203,200	439,100	846,400	0.33%
Human Resources	083	448,800	434,200	1,070,000	1,953,000	0.76%
		1,873,700	1,861,700	4,154,000	7,889,400	3.07%
<b>Property Tax Allocation - millage</b>		6%	75.5%	18.5%	100%	
Financial Services - Property Taxes 0259	011	48,800	618,700	151,400	818,900	0.32%
<b>Activity Based Cost - Space Usage</b>		50%	24%	26%	100%	
Facilities Management	041	291,300	139,600	151,800	582,700	0.23%
Plant & Fixed Charges - OS Main Campus	091	412,000	202,600	318,000	932,600	0.36%
<b>Cost Based Allocation</b>		73%	25%	2%	100%	
Pupil Transportation	045	193,600	66,100	6,200	265,900	0.10%
<b>Grand Total</b>		13,172,100	6,875,100	9,041,100	29,088,300	11.31%

### **Significant Legal Requirements**

The State of Michigan requires Intermediate School Districts to comply with the following Public Acts and Michigan Compiled Laws:

1. The General Property Tax Act - Public Act 206 of 1893 ( MCL 211.24e)
2. Uniform Budgeting and Accounting Act – Public Act 2 of 1968
3. The Revised School Code - Public Act 451 of 1976 ( MCL 380.624)
4. The Revised School Code - Public Act 451 of 1976 (MCL 380.684)

These acts require all school districts to prepare budgets for their funds, which account for the day-to-day operations of the school district; however, fiduciary funds are not required to be budgeted. The budgets are prepared in accordance with generally accepted accounting principles and a specific uniform chart of accounts established by the State of Michigan. The Michigan School Accounting Manual (Bulletin 1022) serves as a mandatory guide to the uniform classification and recording of accounting transactions for Michigan public school districts. The ISD Board, not later than May 1<sup>st</sup>, must submit its proposed budget (the general fund is required but we provide budgets for all funds) for the next school fiscal year to the board of each constituent district for review and comment.

Budgets must be approved and adopted no later than June 30 for the fiscal year beginning July 1, and ending June 30 of the subsequent year. Prior to adoption, the Board must conduct a public hearing and make the budget available for review as well as provide notice of the hearing in accordance with the law. Formal adoption of the budget is accomplished through a general appropriations resolution approved by the Board which sets forth the amounts to defray the expenditures and meet the liabilities of the school district as well as a statement of estimated revenues and a statement of estimated expenditures, by function in each fund. Once approved expenditures cannot exceed the budget by function during the fiscal year without Board approval of amendments.

### **District Budget Management and Internal Controls:**

The district maintains a system of budgetary and internal controls designed to assist management in meeting its responsibility for reporting reliable information. The system is designed to provide reasonable assurance that assets are safeguarded and transactions are recorded correctly and executed with management’s authorization. The financial software system will not allow funds to be encumbered or processed for payment that exceed the total of the budgetary control account. During the fiscal year, a monthly financial reporting package is provided to the Board of Education. Included in the monthly financial reporting package are “budget to actual” revenue and expenditure reports for all budgeted funds, cash and investment position information, monthly check register reports by fund, procurement card activity report and biweekly employee expense reimbursement reports.

## **BUDGET DEVELOPMENT ASSUMPTIONS**

### **Revenue Assumptions & Proposed Budgets**

#### **Property Tax Revenues**

Property tax revenues drive the revenue budgets of Oakland Schools’ General Education, Special Education and Career Focused Education Funds.

Oakland Schools’ tax base is comprised of 70% principal residence and 30% non-principal residence taxable value classification property. Property taxes have been budgeted to increase by 5.8% over the prior year which is a conservative estimate based on current Oakland County Equalization projections. The District experienced a Headlee rollback for the last eight years prior to 2023-24, but did not for 2023-24,

nor are we expecting a rollback for FY 2024-25. Below are the property tax revenue expectations by fund for the proposed budget:

<b>Property Taxes</b>	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 14,009,300	\$ 14,821,800	\$ 812,500	5.80%
Special Education Fund	178,188,400	188,523,300	10,334,900	5.80%
Career Focused Education Fund	43,584,500	46,112,400	2,527,900	5.80%
Total Property Tax Revenue	\$ 235,782,200	\$ 249,457,500	\$ 13,675,300	5.80%

### **Investment Revenues**

Oakland Schools’ investment strategy is driven by its investment policy and is supplemented with the professional skills of an investment advisory firm. We expect the individual funds’ total actual investment revenue to reflect the available cash flow resources for investment and the length of the investment. Investment revenue improved significantly in 2023-24 after years of weak interest rates. Below are the projected investment revenues by fund for fiscal year 2024-25 which are budgeted to decline due to future economic uncertainties:

<b>Investment Revenue</b>	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 785,000	\$ 549,500	\$ (235,500)	-30.0%
Special Education Fund	3,404,000	2,382,800	(1,021,200)	-30.0%
Career Focused Education Fund	948,000	663,600	(284,400)	-30.0%
Shared Services & Tuition Programs Fund 270	70,000	54,300	(15,700)	-22.4%
ONE Fund 271	390,000	337,500	(52,500)	-13.5%
Medicaid Fund 273	390,000	312,000	(78,000)	-20.0%
HR/Finance Consortium 277	25,000	20,000	(5,000)	-20.0%
Debt Service Funds	301,200	303,000	1,800	0.6%
Capital Project Funds	1,150,000	1,150,000	-	0.0%
Production Print Enterprise Fund	6,000	6,000	-	0.0%
Total Investment Revenue	\$ 7,469,200	\$ 5,778,700	\$ (1,690,500)	-22.6%

### **Other Local Revenue**

District wide, Other Local Revenue is projected to increase by 5.9% in 2024-25. Significant changes include:

- decrease in total payments related to the Community Telecommunications Network due to an additional CTN distribution which occurred in 2023-24
- VLAC tuition revenue is projected to increase year to year due to an anticipated increase in enrollment. Additionally, refunds were issued to sending districts in FY 2023-24 reducing that year’s net revenue.
- ACE tuition revenue will remain relatively consistent year to year, however net revenue will increase due to refunds issued to sending districts in FY 2023-24 reducing that year’s net revenue.
- Production Printing revenue is anticipated to increase due to necessary pricing increases being introduced in 2024-25 as previously discussed in this executive summary.

The schedules below depict the changes by fund.

<b>GEF local revenue</b>	2023-24	2024-25	\$ change	% change
Auxiliary Services-Rebates	\$ 40,000	\$ 40,000	\$ -	0.0%
Central Applicant Tracking	155,400	155,400	-	0.0%
Community Television Network (CTN)	725,000	600,000	(125,000)	-17.2%
Conference Center - Catering Revenue	28,500	28,500	-	0.0%
Cooperative Programs	150,000	150,000	-	0.0%
District & School Services - Discovery/Learn 360	115,600	130,500	14,900	12.9%
District & School Services - Rubicon West	109,800	142,500	32,700	29.8%
Illuminate	525,900	533,900	8,000	1.5%
Miscellaneous and Other	39,900	37,500	(2,400)	-6.0%
MOOR Coop Fees	70,600	70,600	-	0.0%
Rental - Virtual Learning Academy	20,000	20,000	-	0.0%
SCECH fees	30,000	30,000	-	0.0%
Technology Services - Software	110,000	110,000	-	0.0%
Technology Services - Student Application	578,700	517,700	(61,000)	-10.5%
Workshop fees	350,000	350,000	-	0.0%
<b>Total GEF Other Local Revenue</b>	<b>\$ 3,049,400</b>	<b>\$ 2,916,600</b>	<b>\$ (132,800)</b>	<b>-4.4%</b>

<b>SEF Local Revenue</b>	2023-24	2024-25	\$ change	% change
Professional development workshop fees	\$ 50,000	\$ 50,000	\$ -	0.0%
Miscellaneous & other	50,000	50,000	-	0.0%
<b>Total SEF Other Local Revenue</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>0.0%</b>

<b>CFEF Local Revenue</b>	2023-24	2024-25	\$ change	% change
Early college tuition	\$ 348,000	\$ 348,000	\$ -	0.0%
Miscellaneous revenue	50,800	50,800	-	0.0%
Oakland County Competitive Robotics Assoc.	20,000	20,000	-	0.0%
Workshop fees	10,000	10,000	-	0.0%
<b>Total CFEF Other Local Revenue</b>	<b>\$ 428,800</b>	<b>\$ 428,800</b>	<b>\$ -</b>	<b>0.0%</b>

<b>Special Revenue Funds</b>	2023-24	2024-25	\$ change	% change
Shared Services	\$ 11,225,500	\$ 10,985,900	\$ (239,600)	-2.1%
VLAC Program - Tuition	1,174,800	2,970,000	1,795,200	152.8%
ACE Tuition	779,100	1,029,000	249,900	32.1%
Graduation Alliance	1,900,000	1,900,000	-	0.0%
Foreign Exchange Program	138,000	180,000	42,000	30.4%
Miscellaneous Revenue	5,000	5,000	-	0.0%
ONE Fund - capital outlay fees	529,400	529,400	-	0.0%
ONE Fund - Erate discount revenue	20,000	69,000	49,000	245.0%
Medicaid Fund	14,220,500	14,505,400	284,900	2.0%
HR/Finance Consortium Fees	1,166,100	1,166,200	100	0.0%
School Activities Fund	180,000	180,000	-	0.0%
<b>Total Special Revenue Fund Local Revenue</b>	<b>\$ 31,338,400</b>	<b>\$ 33,519,900</b>	<b>\$ 2,181,500</b>	<b>7.0%</b>

<b>PPEF Local Revenue</b>	2023-24	2024-25	\$ change	% change
Production printing - external services	\$ 1,272,000	\$ 1,366,200	\$ 94,200	7.4%
Production printing - internal services	300,700	300,700	-	0.0%
Fingerprinting & miscellaneous revenue	105,000	105,000	-	0.0%
<b>Total PPEF Other Local Revenue</b>	<b>\$ 1,677,700</b>	<b>\$ 1,771,900</b>	<b>\$ 94,200</b>	<b>5.6%</b>

	2023-24	2024-25	\$ change	% change
<b>Grand Total - other local revenue</b>	<b>\$ 36,594,300</b>	<b>\$ 38,737,200</b>	<b>\$ 2,142,900</b>	<b>5.9%</b>

**State Source Revenue**

The majority of State Revenue is projected to stay flat across all funds for 2024-25, with some exceptions:

- Sec 81 ISD Operations revenue is budgeted to increase by 2.0%.
- Sec 147c MPSERS UAAL Rate Stabilization revenue is budgeted to increase but has a corresponding expenditure increase as these funds are passed through to the Office of Retirement Services.
- Section 147a(3) MPSERS Cost Offset and Section 147f MPSERS UAAL Rate Reimbursement revenue is one-time funding received in 2023-24 and has been removed from the 2024-25 budget.

The chart below identifies in dollars, by fund, the expectations contained in this budget document:

State Source Revenue	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 7,209,700	\$ 7,151,800	\$ (57,900)	-0.8%
Special Education Fund	7,884,900	7,745,300	(139,600)	-1.8%
Career Focused Education Fund	6,701,000	6,470,300	(230,700)	-3.4%
Shared Services - MPSERS Section 147	1,832,900	1,635,100	(197,800)	-10.8%
Medicaid - MPSERS MPSERS Section 147	77,900	66,500	(11,400)	-14.6%
HR/FIN - MPSERS MPSERS Section 147	107,900	97,300	(10,600)	-9.8%
PPEF - MPSERS MPSERS Section 147	96,700	49,300	(47,400)	-49.0%
Total State Source Revenue	\$ 23,911,000	\$ 23,215,600	\$ (695,400)	-2.9%

**Other Financing Sources - Indirect Revenue**

Oakland Schools’ other financing sources - indirect revenue for the proposed fiscal year budget is associated with our grant management program and shared services engagements and are identified by fund below. Revenue budgets are based on current estimates of grant funding and intergovernmental agreements and are adjusted via the budget amendment process throughout the year as grant funds are expended.

Indirect Revenue	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 322,000	\$ 326,300	\$ 4,300	1.3%
Special Education Fund	250,000	250,000	-	0.0%
Career Focused Education Fund	103,100	113,100	10,000	9.7%
Shared Services & Tuition Programs	536,600	522,700	(13,900)	-2.6%
Total Other Financing Sources Revenue	\$ 1,211,700	\$ 1,212,100	\$ 14,300	1.2%

**Other Financing Sources**

Oakland Schools’ other financing source revenues are presented in the table below. Most revenue lines in this category are for interfund operating transfers. Operating transfers are made based on the availability of funds in any given year and current and anticipated needs of the district. Also included in Debt Service Funds is the interest subsidy received from the federal government for the Qualified School Construction Bonds (QSCB). Operating transfers are showing a significant increase in 2024-25 as additional funds were available to transfer for current and future capital projects. Additional transfers are also being budgeted in 2024-25 to fund the QSCB bonds that will become due in 2027.

<b>Other Financing Sources Net of Indirect Revenue</b>	2023-24	2024-25	\$ change	% change
General Education Fund Operating Transfers In	\$ 395,300	\$ 388,400	\$ (6,900)	-1.7%
Career Focused Education Fund - Adult Education Revenue	25,000	25,000	-	0.0%
ONE Fund Operating Transfers In	476,600	426,600	(50,000)	-10.5%
HR/Finance Consortium Operating Transfers In	50,000	50,000	-	0.0%
Debt Service Funds	4,824,700	6,224,700	1,400,000	29.0%
Capital Project Funds	6,400,000	12,400,000	6,000,000	93.8%
Total Other Financing Sources Revenue	\$ 12,171,600	\$ 19,514,700	\$ 7,343,100	60.3%

### **Grant Award Funding**

Oakland Schools grant award funding includes formally awarded federal, state, and local grants plus Michigan Department of Education state aid funded projects. The “Other Financing Sources - Indirect Revenue” generated from the management of our grant program is assigned to the General Education, Special Education, and Career Focused Education Funds. The following schedule presents year-to-year new grant award and carryover award funding expectations and comparisons. Funding amounts as presented for fiscal year 2024-25 are estimates at the time of the writing of this document, therefore the actual award amounts will vary. Oakland Schools budgets grant revenue and expenditures based on the entire award; actual expenditures and reimbursements may be lower than awarded amounts. The significant reduction in funding is due to a \$20 million grant from the State of Michigan received in 2023-24 for a statewide energy audit.

<b>Grant Revenue</b>	2023-24	2024-25	\$ change	% change
Local Source Revenue	\$ 3,143,500	\$ 2,451,500	\$ (692,000)	-22.0%
State Source Revenue	80,125,000	58,065,800	(22,059,200)	-27.5%
Federal Source Revenue	71,820,000	71,582,700	(237,300)	-0.3%
Total Grant Revenue	\$ 155,088,500	\$ 132,100,000	\$ (22,988,500)	-14.8%
<b>Grant Expenditures and Other</b>	2023-24	2024-25	\$ change	% change
Instruction	\$ 316,000	\$ 182,400	\$ (133,600)	-42.3%
Support Services:				
Pupil	8,170,000	7,869,400	(300,600)	-3.7%
Instructional Staff	10,040,800	9,474,800	(566,000)	-5.6%
General Administration	360,000	316,100	(43,900)	-12.2%
Business Services	80,000	67,400	(12,600)	-15.8%
Operations & Maintenance	234,200	131,700	(102,500)	-43.8%
Pupil Transportation Services	2,132,500	2,166,100	33,600	1.6%
Central Services	3,350,000	2,753,800	(596,200)	-17.8%
Other Services	25,000	26,100	1,100	4.4%
Community Services	1,400,000	1,194,700	(205,300)	-14.7%
Interdistrict Transfers and Other	128,980,000	107,917,500	(21,062,500)	-16.3%
Total expenditures and other	\$ 155,088,500	\$ 132,100,000	\$ (22,988,500)	-14.8%

## **Expenditure Assumptions & Proposed Budgets**

### **Staffing Changes**

The schedule represented below provides a snapshot of staffing as of March 2024 and changes incorporated into our fiscal year 2024-25 budgets. The resulting staff adjustments, if any, are intended to better meet our service priorities and manage our operating costs.

<b>Summary Staffing Report (as of 3/19/24)</b>			
	<b>FTE</b>	<b>FTE</b>	
<b>Business &amp; Operations Departments</b>	<b>2023-24</b>	<b>2024-25</b>	<b>Change</b>
Administration	6.3	6.3	0.0
Auxiliary Services	8.3	8.3	0.0
Communication Services	6.0	6.0	0.0
Event Management	6.0	6.0	0.0
Financial Services	17.0	17.0	0.0
Human Resources	10.0	10.0	0.0
Legal Affairs	5.0	5.0	0.0
Medicaid	4.0	4.0	0.0
Purchasing	6.0	6.0	0.0
Business Office & HR Residency Programs	4.0	8.0	4.0
Shipping/Receiving	2.0	2.0	0.0
Transportation	2.0	2.0	0.0
<b>Sub total:</b>	<b>76.6</b>	<b>80.6</b>	<b>4.0</b>
	<b>FTE</b>	<b>FTE</b>	
<b>Programs &amp; Services Departments</b>	<b>2023-24</b>	<b>2024-25</b>	<b>Change</b>
Student Services (Technical Campuses)	165.5	166.5	1.0
Child Nutrition	1.3	1.3	0.0
District & School Services & Pupil Services	88.8	89.5	0.7
Gov't Relations	2.7	2.7	0.0
Special Populations	81.4	82.4	1.0
Student Services	17.3	21.3	4.0
Technology Services	57.3	58.3	1.0
<b>Sub total:</b>	<b>414.3</b>	<b>422.0</b>	<b>7.7</b>
	<b>FTE</b>	<b>FTE</b>	
<b>Other Programs &amp; Services</b>	<b>2023-24</b>	<b>2024-25</b>	<b>Change</b>
Accelerated Early College (ACE)	1.7	1.7	0.0
Shared & Field Services / MiPEER	113.2	112.2	-1.0
Virtual Learning Academy Consortium (VLAC)	13.6	13.6	0.0
Production Print & Graphics	6.3	6.3	0.0
<b>Sub total:</b>	<b>134.8</b>	<b>133.8</b>	<b>-1.0</b>
<b>Total Across All Departments:</b>	<b>625.7</b>	<b>636.4</b>	<b>10.7</b>

**Salaries, Wages and Mandatory Benefits**

Salaries, wages and mandatory benefits comprise the second largest expenditure category for Oakland Schools behind transfers to local districts (Other Financing Uses). Mandatory benefits are defined as employer FICA and employer Michigan Public School Employee Retirement System funding.

There is an across-the-board salary increase in the 2024-25 budget of 2.0% for all Oakland Schools staff. All union salary changes are subject to collective bargaining. The current collective bargaining agreement expires June 30, 2024. The growth rate assumption applied to the existing non-union salary/wage base for step increases in the three major funds for fiscal year 2024-25 is 1.3%. The union wage base will experience step increases resulting in a wage base cost growth rate estimated at .9%. As a cost efficiency measure,

and to continue to provide certain services, the district utilizes part time employees and contractors to provide certain services when possible.

The schedule below illustrates the salary and wage plus FICA (social security plus Medicare) changes by fund. All FY 2024-25 positions are assumed to be filled and fully funded for the entire year, whereas the FY 2023-24 budget takes current vacancies into consideration at the time of the 2<sup>nd</sup> budget amendment. All budget figures listed below are presented net of grant funded expenditures:

<b>Salaries &amp; Wages w/FICA</b>	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 10,021,900	\$ 11,638,900	\$ 1,617,000	16.1%
Special Education Fund	11,238,100	12,058,500	820,400	7.3%
Career Focused Education Fund	17,940,400	19,686,100	1,745,700	9.7%
Shared Services & Tuition Programs	8,862,200	9,043,600	181,400	2.0%
ONE Fund	7,700	8,200	500	6.5%
Medicaid Fund	358,900	371,500	12,600	3.5%
HR/Finance Consortium	529,200	576,900	47,700	9.0%
Production Print Enterprise Fund	314,400	300,700	(13,700)	-4.4%
Total Salary & Wages w/FICA	\$ 49,272,800	\$ 53,684,400	\$ 4,411,600	9.0%

### **MPSERS Retirement Costs**

The district will pay, for most employees, an additional \$31.19 in retirement costs for every \$100 of wages it pays to our employees in fiscal year 2024-25. Since employees may participate in one of eight different plans, the District calculates a blended retirement rate based on plan participation. The blended retirement rate expectation for fiscal year 2024-25 is 31.19%. Please see the chart below for fund level budget information. All budget figures listed below are presented net of grant funded expenditures:

<b>MPSERS Retirement Costs</b>	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 4,253,400	\$ 5,099,300	\$ 845,900	19.9%
Special Education Fund	4,823,200	5,309,400	486,200	10.1%
Career Focused Education Fund	7,726,500	8,626,400	899,900	11.6%
Shared Services & Tuition Programs	3,702,000	3,740,400	38,400	1.0%
ONE Fund	3,500	3,500	-	0.0%
Medicaid Fund	157,800	165,000	7,200	4.6%
HR/Finance Consortium	228,100	252,200	24,100	10.6%
Production Print Enterprise Fund	128,900	124,700	(4,200)	-3.3%
Total MPSERS Retirement Costs	\$ 21,023,400	\$ 23,320,900	\$ 2,297,500	10.9%

### **Healthcare Insurance**

The “hard cap” on the dollar limits the district may pay due to legislative mandates and district implementation choice are adjusted annually on January 1. Collective bargaining may impact the current plans and the cost sharing arrangement that is projected in the proposed budget.

Employees are required to pay any and all costs of their individual plan choice that exceed these limits. According to the medical plans currently in place, it is expected that employees will contribute approximately 13% on average toward the cost of their health insurance, under the hard cap scenario. Future increases to the employer hard cap limits are subject to the medical consumer price index, over which the district has no jurisdiction.

<b>Healthcare Insurance</b>	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 1,192,300	\$ 1,533,700	\$ 341,400	28.6%
Special Education Fund	1,423,900	1,649,700	225,800	15.9%
Career Focused Education Fund	2,326,700	2,620,000	293,300	12.6%
Shared Services & Tuition Programs	1,143,400	1,170,400	27,000	2.4%
Medicaid Fund	60,000	61,900	1,900	3.2%
HR/Finance Consortium	37,600	49,000	11,400	30.3%
Production Print Enterprise Fund	56,300	54,600	(1,700)	-3.0%
Total Healthcare Insurance Costs	\$ 6,240,200	\$ 7,139,300	\$ 899,100	14.4%

**Other Benefit Costs**

Other insurance costs include the following benefits, both self-insured and premium-based insured programs:

- We provide a premium-based program with respect to our dental, vision, life, short- and long-term disability insurance benefit programs
- We are a member of the SET-SEG Self-Insurers Workers’ Compensation Fund pool with respect to our workers compensation insurance benefit program
- We provide a cash in lieu benefit to those opting out of the employer-provided health insurance.

The budgeted premiums as presented do include annual reserve adjustment charges and do not include any one-time charges. The district is expecting nominal changes to other insurance budgets in 2024-25. Please see the chart below for fund level budget information. All budget figures listed below are presented net of grant funded expenditures:

<b>Other Benefits</b>	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 413,100	\$ 433,100	\$ 20,000	4.8%
Special Education Fund	405,000	426,900	21,900	5.4%
Career Focused Education Fund	813,500	826,900	13,400	1.6%
Shared Services & Tuition Programs	344,400	352,900	8,500	2.5%
Medicaid Fund	7,900	8,100	200	2.5%
HR/Finance Consortium	22,300	23,400	1,100	4.9%
Production Print Enterprise Fund	21,300	17,000	(4,300)	-20.2%
Total Other Insurances	\$ 2,027,500	\$ 2,088,300	\$ 60,800	3.0%

**Utility Costs**

The district continuously seeks to implement energy efficiency strategies to ensure cost containment. Newly installed or updated energy management systems, the energy efficiencies associated with campus renovations and energy reducing building modifications assist with these measures. In addition to the above, the district continues to monitor electrical and natural gas consumption and expects to reduce overall consumption by continuing to increase employee awareness on energy conservation and by regulating its use through the continued implementation of the Board of Education approved energy policy. Ongoing cost-saving measures continue to include our practice of purchasing electricity and natural gas on the open market from Constellation Energy Services. Oakland Schools has multi-year agreements for the purchase of electricity and gas. The electric supply agreement expires in June 2024 and future kWh pricing is expected to increase over 51%. Continued utilization of cost containment measures are reflected in the proposed budget.

<b>Utility costs</b>	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 131,800	\$ 171,200	\$ 39,400	29.9%
Special Education Fund	115,600	156,500	40,900	35.4%
Career Focused Education Fund	721,900	898,800	176,900	24.5%
Medicaid Fund	200	5,900	5,700	2850.0%
Production Print Enterprise Fund	47,800	66,200	18,400	38.5%
Total Utilities Budget	\$ 1,017,300	\$ 1,298,600	\$ 281,300	27.7%

**Purchased Services/Supplies/Materials/Dues & Fees**

Oakland Schools’ goal is to manage the purchased services, supplies, materials and dues & fees budgets relative to the prior year through improved material and cost management practices and cooperative purchasing programs. Included in the proposed budgets for the General Education Fund, Special Education Fund and Career Focused Education Fund in the dues & fees line items are the property tax abatement expenditure budgets. The schedule below highlights fund comparative purchased services, materials and dues & fees budgets excluding utilities. Expenditure budgets in the General Education Fund in 2023-24 contain provisions for countywide wellbeing initiatives, causing those budgets to exceed 2024-25 by approximately 16%. Expenditures in the Shared Services & Tuition Programs Fund are expected to increase with the budgeted increase in VLAC enrollment. Professional services budgets in the capital projects funds are projected to decrease as the demand for services was higher in 2023-24 when the campus renovations projects were being planned and in their early stages. We will carefully monitor budgets and adjust them as necessary through the amendment process.

<b>PS/Supplies/Materials/Dues &amp; Fees less Utilities</b>	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 6,231,700	\$ 5,202,400	\$ (1,029,300)	-16.5%
Special Education Fund	3,437,500	3,520,400	82,900	2.4%
Career Focused Education Fund	6,567,000	6,606,200	39,200	0.6%
Shared Services & Tuition Programs	3,812,200	4,414,900	602,700	15.8%
ONE Fund	1,023,700	1,135,600	111,900	10.9%
Medicaid Fund	139,000	140,900	1,900	1.4%
HR/Finance Consortium	263,700	267,700	4,000	1.5%
School Activities Fund	180,000	180,000	-	0.0%
Debt Service Funds	6,500	6,500	-	0.0%
Capital Projects Funds	596,300	350,000	(246,300)	-41.3%
Production Print Enterprise Fund	1,317,700	1,163,700	(154,000)	-11.7%
Total Combined Budgets	\$ 23,575,300	\$ 22,988,300	\$ (587,000)	-2.5%

**Capital Expenditures**

The chart below depicts the planned capital outlay expenditures for all funds including the Capital Project Funds for the new fiscal year. Capital projects can vary significantly from year to year based on a needs assessment and the timing of furniture and equipment replacement. Amounts budgeted agree to the Board-approved 5-Year Capital Outlay Plan. The increased capital budgets in our three major funds are due to staff devices that are due for refresh in 2024-25. Decreases in ONE Fund capital budgets are for the countywide fiber infrastructure project that will be mostly completed in 2023-24. Finally, capital projects funds are showing a significant increase in capital expenditure budgets for 2024-25 due to the renovations to be completed at the four technical campuses as previously discussed in this executive summary.

<b>Capital Expenditures</b>	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 848,100	\$ 909,500	\$ 61,400	7.2%
Special Education Fund	373,700	422,100	48,400	13.0%
Career Focused Education Fund	187,000	237,000	50,000	26.7%
Shared Services & Tuition Programs	213,000	185,000	(28,000)	-13.1%
ONE Fund	1,952,800	10,000	(1,942,800)	-99.5%
Medicaid Fund	3,300	3,300	-	0.0%
Capital Projects Funds	14,974,100	19,159,000	4,184,900	27.9%
Production Print Enterprise Fund	25,000	46,400	21,400	85.6%
Total Capital Outlay Budgets	\$ 18,577,000	\$ 20,972,300	\$ 2,395,300	12.9%

### **Other Financing Uses**

The chart below depicts outgoing transfers and other transactions not classified elsewhere. The General Education Fund other financing uses consist of substitute reimbursements to districts, funding for collaborative projects such as Literacy Essentials Oakland (LEO), along with operating transfers to fund capital projects and Oakland Schools' fees to the ONE Fund. In 2024-25, the General Education Fund budget contains a \$3.2 million transfer to capital projects for roofing projects and boiler updates. Special Education Fund costs in this category consist primarily of the PA-18 base distribution, group home, extraordinary, startup and Section 24 (adjudicated youth) budgets, along with an operating transfer to fund capital projects. Career Focused Education Fund expenditure budgets are primarily to districts for transportation reimbursement and to reimburse districts for staffing and other costs of operating a Career and Technical Education program (regional allocation), along with debt service and capital projects related to the four technical campuses and administration building. Transfers from CFE to the Campus Renovations Capital Projects Fund are increasing in 2024-25 to pay for the aforementioned renovation projects. Finally, five funds contain transfers to the QSCB Defeasement Fund in order to provide resources for payment of those bonds that mature in 2027. The contributions from these five funds correspond to the original analysis of the funds that benefited from the bonds when they were taken out in 2010.

<b>Other Financing Uses</b>	2023-24	2024-25	\$ change	% change
General Education Fund	\$ 684,700	\$ 3,799,800	\$ 3,115,100	455.0%
Special Education Fund	171,722,500	175,373,500	3,651,000	2.1%
Career Focused Education Fund	14,530,900	18,448,000	3,917,100	27.0%
Shared Services & Tuition Programs	365,300	386,400	21,100	5.8%
ONE Fund	525,000	685,800	160,800	30.6%
Medicaid Fund	13,961,300	14,127,300	166,000	1.2%
HR/Finance Consortium	190,900	140,900	(50,000)	-26.2%
Debt Service Funds	770,000	770,000	-	0.0%
Capital Projects Funds	-	120,000	120,000	100.0%
Production Print Enterprise Fund	53,000	52,100	(900)	-1.7%
Total Other Financing Uses	\$ 202,803,600	\$ 213,903,800	\$ 11,100,200	5.5%

### **Debt Service Expenditures**

Included in this budget document are the individual budgets for all three of our Debt Service funds. Total principal and interest requirements remain consistent between FY 2023-24 and FY 2024-25. For additional debt service details, please reference the specific fund budget documents. Below is the combined debt service budgeted expenditures:

<b>Debt Service expenditures</b>	2023-24	2024-25	\$ change	% change
Debt Service - Principal redemption	\$ 1,460,000	\$ 1,535,000	\$ 75,000	5.1%
Debt Service - Interest	1,926,900	1,853,900	(73,000)	-3.8%
Total Debt Service Expenditures	\$ 3,386,900	\$ 3,388,900	\$ 2,000	0.1%

## Fund Equity Assumptions

The fund equity schedules below highlight our budgeted ending fund equity assumptions by major fund and reserve designation.

<b>GEF Fund Balance Information</b>	2023-24	2024-25	\$ change
Non-spendable - prepaids	\$ 29,500	\$ 29,500	\$ -
Assigned	3,500,000	1,400,000	(2,100,000)
Unassigned	4,777,500	4,244,000	(533,500)
Total Budgeted Ending Fund Balance	\$ 8,307,000	\$ 5,673,500	\$ (2,633,500)
Unassigned Fund Balance as % of Budgeted Expenditures	20%	15%	
<b>SEF Fund Balance Information</b>	2023-24	2024-25	\$ change
Non-spendable - prepaids	\$ 29,800	\$ 29,800	\$ -
Restricted - Special Education Fund	1,060,800	1,145,200	84,400
Restricted for future center facility renovations	15,496,100	15,496,100	-
Total Budgeted Ending Fund Balance	\$ 16,586,700	\$ 16,671,100	\$ 84,400
Restricted Fund Balance as % of Budgeted Expenditures	5%	5%	
<b>CDEF Fund Balance Information</b>	2023-24	2024-25	\$ change
Non-spendable - Prepaids, Inventory, etc.	\$ 27,600	\$ 27,600	\$ -
Restricted - Career Focused Education	7,829,600	3,693,400	(4,136,200)
Total Budgeted Ending Fund Balance	\$ 7,857,200	\$ 3,721,000	\$ (4,136,200)
Restricted Fund Balance as % of Budgeted Expenditures	15%	6%	

*Oakland Schools does not discriminate on the basis of sex, race, color, national origin, religion, height, weight, marital status, sexual orientation (subject to the limits of applicable law), age, genetic information, or disability in its programs, services, activities or employment opportunities. Inquiries related to employment discrimination should be directed to the Assistant Superintendent of Human Resources, Personnel Management and Labor Relations at 248.209.2429. Title IX complaints should be directed to the Title IX Coordinator at 248.209.2590. For all other inquiries related to discrimination, contact the Executive Director of Legal Affairs at 248.209.2062. All complaints may be addressed to 2111 Pontiac Lake Road, Waterford, MI 48328-2736.*



# **General Education Fund Original Budget and Five-Year Forecast**

April 2024  
Fiscal Year 2024-25

## GENERAL EDUCATION FUND SPECIFIC ANALYSIS

### FUND OVERVIEW

The Oakland Schools General Education Fund is projected to end FY 2024-25 with an unassigned year-end fund balance (at the time of this printing) of \$4,244,000. In 2023-24 and 2024-25, the Superintendent, in accordance with the District’s fund balance policy, assigned a portion of fund balance for certain planned projects to be completed in the subsequent fiscal year. Anticipated ending fund balances for FY 2023-24 and 2024-25 are detailed in the schedules below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
Non-Spendable - Prepays	\$ 29,500	\$ 29,500
Assigned	3,500,000	1,400,000
Unassigned	4,777,500	4,244,000
Total Budgeted Ending Fund Balance	\$ 8,307,000	\$ 5,673,500

FY 2024-25 revenues are projected to be \$26.2 million:

- Property taxes - \$14.8 million (57% of total revenue)
- Other local revenues - \$3.5 million
- State Source revenues - \$7.2 million
- Other Financing Source revenues - \$.7 million

FY 2024-25 expenditures are projected to be \$28.8 million:

- General Administration - \$3.3 million
- Finance and Operations - \$9.8 million
- Instructional Services - \$10.3 million
- Plant and Fixed charges - \$5.4 million

The proposed FY 2024-25 General Education Fund budget contains a planned operating deficit of \$(2,633,500). This represents an intentional spend-down of fund balance to fund collaborative programs, including the Business Office and HR Residency Programs, and planned capital projects.

### Revenue

- Property taxes have been budgeted to increase by 5.8% based on our projections and supported by those of the Oakland County Equalization Division.
- Interest revenue is projected to decrease due to the uncertain economic forecast.
- Oakland Schools continues to offer a subsidy for a student assessment and data analysis system, called Illuminate DnA at 50% of the product cost. Add-ons above the base product requested by districts are at the districts’ cost. Other instructional tools such as Atlas-Rubicon and Learn360 continue to be provided to LEA’s at a fraction of their cost. The revenue for these products represents the LEA portion of the cost of those tools.
- State source revenue is held flat for FY 2024-25 pending a new state aid budget, with the exception of Section 147c MPERS UAAL Rate Stabilization revenue which is expected to increase and Section 81 ISD Operations revenue which is budgeted to increase 2.0%. Additionally, two MSPSERS categoricals, 147a(3) and 147f were one-time funding in 2023-24 and as such are not included in the 2024-25 budget.

## **Expenditures**

- Salary and benefit budgets were forecasted in fiscal year 2024-25 to reflect a 2.0% across-the-board salary increase, plus step increases for staff not on the top step of their respective salary schedule. Budgets for 2024-25 assume all staff positions are filled for the entire fiscal year with no vacancies, whereas 2023-24 budgets have been adjusted for unfilled positions and vacancies through March 2024.
- The 2024-25 General Education Fund budget includes expenditures for two new programs intended to be a direct benefit to LEA's. The Business Office Residency and HR Residency programs are being formed to train individuals in various aspects of school business and human resource management with the expectation that they will be ready to take a position at a local district upon completion of the two-year program. Program participants will receive training, an MSBO certification and valuable internship time in local districts. These programs are intending to address the significant turnover in local business offices without a significant pipeline to fill these vacant positions.
- Property tax abatements reflect a budget of .25% of the property tax revenue budget to address the Michigan Tax Tribunal unsettled claims.

Additional variances are included on the footnote pages.

## **FIVE-YEAR FORECAST OVERVIEW**

Following the General Education Fund (GEF) budget is the GEF five-year operating forecast model. Significant assumptions utilized in the model are identified below:

### **Revenue**

1. Property tax revenues drive the revenue budget. Oakland Schools' property tax collection rate has been historically very high and stable. Oakland Schools utilizes projections obtained from Oakland County Equalization to create our taxable value forecasts. Based on the expectation of growth of the real-estate market, offset by the probability of Headlee rollbacks in the foreseeable future, property taxes are forecasted to increase by the following percentages:
  - 2025-26 3.5%
  - 2026-27 through 2028-29 3.0%
  - 2029-30 2.5%

The District will continue to watch these revenue forecasts for economic impact of the pandemic which could affect both property tax valuations in general along with Michigan Tax Tribunal cases.

2. The investment revenue forecast model uses a formula to generate the expected revenue figures for each fiscal year period. The investment revenue formula is comprised of 50% of the year's revenues plus 50% of the opening fund balance multiplied by the given fiscal year's expected investment rate of return. The factors relied upon in this forecast for growth in investment income are conservative and based on anticipated rates of return in the district's overnight sweep investment account. Significant effort will be placed on improving the rate of return on investment in the coming years while managing investments within the district's investment policy and state law. The current state of economic affairs as of April 2024 makes investment income uncertain. The District will continue to monitor investment returns and modify forecasts as deemed necessary on an ongoing basis.

3. Fee-based service revenues are budgeted at 1.3 million for 2025-26 and are expected to remain stable through the duration of the forecast.
4. Technology application fees are budgeted at \$.7 million for 2025-26 and are expected to remain flat through 2030.
5. State source revenues of \$7.0 million in 2025-26 for the General Education Fund are comprised primarily of Section 81 funds and Section 147 MPSERS revenue. Section 81 funds are projected to remain flat for the duration of the five-year forecast model. MPSERS 147c revenues within State Revenues are projected to increase correspondingly to the expenditure increase for the same item, as 147c is revenue/expenditure neutral. The final significant component of state source revenues is State Payment in Lieu of Taxes which represents reimbursement to the organization for personal property tax losses by the Local Community Stabilization Authority.
6. Other Financing Sources consists of the indirect revenues associated with our grant management responsibilities and charges to Medicaid, tuition programs and the Print Production Enterprise Fund. This line item may fluctuate based on anticipated grant awards.

**Expenditures**

1. Oakland Schools’ non-union personnel salary and wage cycle is fiscal year based with regards to step movement and salary schedule increases. The forecast includes a salary/growth rate of 1.3%, which would be indicative of step movement from year to year. The forecast includes a 1% increase beginning 2025-26 and every year of the forecast thereafter.
2. The FICA rate is 7.65%. This rate is multiplied by the wage base (social security rate of 6.2% applied to individuals wages up to \$168,600 for calendar year 2024) to produce the FICA costs for the year.
3. There are 8 different retirement rates for school district employees, based on their hire date and/or their personal choice for retirement benefits.

The rates that are effective from October 1, 2023 through September 30, 2024 are:

	Basic/MIP with Premium Subsidy	Pension Plus with Premium Subsidy	Pension Plus PHF	Pension Plus to DC with PHF	Basic/MIP to DC with Premium Subsidy	Basic/MIP to DC with PHF	Basic/MIP with PHF	Pension Plus 2
Rate Chgd on Reported Payroll	31.34%	27.48%	26.23%	20.96%	22.21%	20.96%	30.09%	27.16%
MPSERS UAAL Stabilization Rate	16.89%	16.89%	16.89%	16.89%	16.89%	16.89%	16.89%	16.89%
Subtotal	48.23%	44.37%	43.12%	37.85%	39.10%	37.85%	46.98%	44.05%
DC Employer Mandatory	0.00%	0.00%	0.00%	4.00%	4.00%	4.00%	0.00%	0.00%
DC Employer Match	0.00%	1.00%	1.00%	3.00%	3.00%	3.00%	0.00%	1.00%
Personal Healthcare Fund (PHF)	0.00%	0.00%	2.00%	2.00%	0.00%	2.00%	2.00%	2.00%
<b>Total Rate Charged</b>	<b>48.23%</b>	<b>45.37%</b>	<b>46.12%</b>	<b>46.85%</b>	<b>46.10%</b>	<b>46.85%</b>	<b>48.98%</b>	<b>47.05%</b>

The forecasted rates for October 1, 2024 through September 30, 2025 contained in the Governor’s proposed FY25 budget are:

	Basic/MIP with Premium Subsidy	Pension Plus with Premium Subsidy	Pension Plus PHF	Pension Plus to DC with PHF	Basic/MIP to DC with Premium Subsidy	Basic/MIP to DC with PHF	Basic/MIP with PHF	Pension Plus 2
Rate Chgd on Reported Payroll	31.36%	27.52%	26.27%	20.96%	22.21%	20.96%	30.11%	27.16%
MPSERS UAAL Stabilization Rate	10.58%	10.58%	10.58%	10.58%	10.58%	10.58%	10.58%	10.58%
Subtotal	41.94%	38.10%	36.85%	31.54%	32.79%	31.54%	40.69%	37.74%
DC Employer Mandatory	0.00%	0.00%	0.00%	4.00%	4.00%	4.00%	0.00%	0.00%
DC Employer Match	0.00%	1.00%	1.00%	3.00%	3.00%	3.00%	0.00%	1.00%
Personal Healthcare Fund (PHF)	0.00%	0.00%	2.00%	2.00%	0.00%	2.00%	2.00%	2.00%
<b>Total Rate Charged</b>	<b>41.94%</b>	<b>39.10%</b>	<b>39.85%</b>	<b>40.54%</b>	<b>39.79%</b>	<b>40.54%</b>	<b>42.69%</b>	<b>40.74%</b>

In order to project a budgeted rate overall for Oakland Schools for 2024-25, an analysis of how many employees we have on each of these plans was studied. A blended rate, exclusive of UAAL, for budgeting retirement costs for 2024-25 has been established at 31.19%. The blended rate exclusive of UAAL has been projected for the duration of the five-year forecast at a 1.0% rate of increase annually.

4. The district provides health insurance to employees, adopting the “hard cap” on the dollar limits the district may pay for health insurance due to legislative mandates and district implementation choice. Future increases to the employer hard cap limits are subject to the medical consumer price index, which the district has no jurisdiction over. The forecast assumes an annual growth rate of 4.0% in the medical CPI for all five years of the forecast.
5. Purchased services accounts are forecasted to increase 2% for all years of the forecast due to inflation.
6. Supply and material budgets as well as dues and fees are projected to grow by 1.0% for the duration of the forecast.

**Fund Balance**

The Unassigned Fund Balance forecast shows an estimated fund balance of the following levels:

2025-26	\$4.4 million	15.9%
2026-27	\$4.0 million	14.5%
2027-28	\$3.8 million	13.9%
2028-29	\$3.5 million	12.4%
2029-30	\$2.9 million	9.9%

**OAKLAND SCHOOLS GENERAL EDUCATION FUND  
REVENUE AND EXPENDITURE BUDGET  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>	<b>Notes</b>	<b>FY to FY Percentage Change</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>					
Non-Spendable Prepays, Inventory & Deposits	30,835	29,500	29,500		0.00%
Assigned	2,000,000	1,400,000	3,500,000		150.00%
Unassigned	5,295,696	4,883,800	4,777,500		-2.18%
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>7,326,531</b>	<b>6,313,300</b>	<b>8,307,000</b>		<b>31.58%</b>
<b>REVENUE</b>					
<b>LOCAL SOURCES</b>					
Property Taxes	13,000,315	14,009,300	14,821,800	A	5.80%
Interest on Investments	1,001,787	785,000	549,500	B	-30.00%
Miscellaneous and Other	27,668	25,000	25,000		0.00%
Community Telecommunications Network (CTN)	467,200	725,000	600,000		-17.24%
SCECH Credits	27,980	30,000	30,000		0.00%
Workshop fees	284,232	350,000	350,000		0.00%
Conference Center - Catering Revenue	8,072	28,500	28,500		0.00%
District & School Services - Rubicon West	85,408	109,800	142,500	C	29.78%
Illuminate	539,932	525,900	533,900		1.52%
Technology Services - Virtual (Cloud) Server Area Storage	138,279	110,000	110,000		0.00%
Technology Services - Student Application	588,135	578,700	517,700		-10.54%
Beverage Consortium	2,132	2,400	-		-100.00%
Facility Rental Fees	13,560	11,000	11,000		0.00%
Rental - Career Connections	119,888	-	-		0.00%
Rental - Virtual Learning Academy	23,000	20,000	20,000		0.00%
Sustainability Committee	2,664	1,500	1,500		0.00%
Auxiliary Services-Purchasing Card Rebate	44,687	40,000	40,000		0.00%
Cooperative Programs (AEPA)	172,932	150,000	150,000		0.00%
Cooperative Programs (Education & Institutional Coop)	171	-	-		0.00%
Transportation (Polypilot)	54,600	-	-		0.00%
Child Nutrition - National President	1,250	-	-		0.00%
MOR COOP Fees	69,149	70,600	70,600		0.00%
Child Nutrition - OC Meal Reimbursement Plan	100,000	-	-		0.00%
Central Applicant Tracking	235,923	155,400	155,400		0.00%
District & School Services - Discovery/Learn 360	140,270	115,600	130,500		12.89%
<b>TOTAL LOCAL SOURCES</b>	<b>17,149,234</b>	<b>17,843,700</b>	<b>18,287,900</b>		<b>2.49%</b>
<b>STATE SOURCES</b>					
Section 81 - ISD Operations	4,269,404	4,482,900	4,572,600		2.00%
Section 147a(2) MPSERS Normal Cost Offset	224,485	239,800	239,800		0.00%
Section 147a(3) MPSERS Cost Offset ISDs & Districts	-	124,200	-	D	-100.00%
Section 147c MPSERS UAAL Rate Stabilization	1,940,564	2,119,400	2,151,200		1.50%
Section 147c2 UAAL	1,106,748	-	-		0.00%
Section 147e MPSERS Employer DC Match	52,182	27,400	27,400		0.00%
Section 147f MPSERS UAAL Rate Reimb	-	55,200	-	D	-100.00%
Sec ORS DC Credit	5,100	5,100	5,100		0.00%
Section 152a Headlee Obligation for Data Collections	183	300	300		0.00%
Section 26.a Renaissance Zone	1,659	1,700	1,700		0.00%
Section 26d Brownfield	36,404	-	-		0.00%
State Payment in Lieu of Taxes	139,915	153,700	153,700		0.00%
<b>TOTAL STATE SOURCES</b>	<b>7,776,644</b>	<b>7,209,700</b>	<b>7,151,800</b>		<b>-0.80%</b>

**OAKLAND SCHOOLS GENERAL EDUCATION FUND  
REVENUE AND EXPENDITURE BUDGET  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>	<b>Notes</b>	<b>FY to FY Percentage Change</b>
<b>OTHER FINANCING SOURCES</b>					
Sale of Career Connections Bldg	2,050,000	-	-		0.00%
Transfer from Fund 409 CP Career Connections	521,478	-	-		0.00%
Transfer from Fund 270 - Indirect	263,786	268,300	261,400		-2.57%
Transfer from HR/FIN Consortium Fund 277	104,000	127,000	127,000		0.00%
Indirect Revenue	226,250	322,000	326,300		1.34%
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>3,165,514</b>	<b>717,300</b>	<b>714,700</b>		<b>-0.36%</b>
<b>TOTAL REVENUE</b>	<b>28,091,392</b>	<b>25,770,700</b>	<b>26,154,400</b>		<b>1.49%</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>35,417,923</b>	<b>32,084,000</b>	<b>34,461,400</b>		<b>7.41%</b>
<b>EXPENDITURES</b>					
General Administration	2,041,514	2,108,900	3,303,300		56.64%
Finance and Operations	8,796,559	9,021,800	9,816,200		8.81%
Instructional Services	8,422,996	10,679,000	10,326,000		-3.31%
Plant & Fixed Charges	9,843,591	1,967,300	5,342,400		171.56%
<b>TOTAL EXPENDITURES</b>	<b>29,104,660</b>	<b>23,777,000</b>	<b>28,787,900</b>		<b>21.07%</b>
Operating Surplus/(Deficit)	(1,013,268)	1,993,700	(2,633,500)		-232.09%
<b>FUND EQUITY, END OF YEAR</b>					
Non-Spendable Prepaids, Inventory & Deposits	29,462	29,500	29,500		0.00%
Assigned	1,400,000	3,500,000	1,400,000	E	-60.00%
Unassigned	4,883,801	4,777,500	4,244,000		-11.17%
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>6,313,263</b>	<b>8,307,000</b>	<b>5,673,500</b>		<b>-31.70%</b>
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>35,417,923</b>	<b>32,084,000</b>	<b>34,461,400</b>		<b>7.41%</b>

**OAKLAND SCHOOLS GENERAL EDUCATION FUND  
EXPENDITURE BUDGET SUMMARY  
FISCAL YEAR 2024-2025**

PROGRAM DESCRIPTION

General Administration

	FY 2023 ACTUAL	FY 2024 AMENDMENT 2 BUDGET	FY 2025 PROPOSED BUDGET	Notes	FY to FY % Change
001 Office of the Superintendent	390,682	417,200	423,400		1.49%
002 Deputy Superintendent - Educational Services	289,986	324,500	341,100		5.12%
003 Assist Superintendent - Finance & Operations	273,111	159,200	181,000		13.69%
006 Cabinet Initiatives	19,560	115,100	1,234,000	F	972.11%
049 Communications Services	440,531	500,100	519,900		3.96%
083 Human Resources	382,185	431,000	448,800		4.13%
084 Human Resources - Central Applicant Tracking System	245,459	161,800	155,100		-4.14%
<b>GROUP TOTAL</b>	<b>2,041,514</b>	<b>2,108,900</b>	<b>3,303,300</b>		<b>56.64%</b>

Finance and Operations

011 Financial Services	460,804	400,800	469,800		17.22%
013 Event Management	374,794	478,100	581,600	G	21.65%
014 Government & Community Services-Legislative Services	316,134	359,800	362,100		0.64%
028 Technology Services - Technology Licensing	1,766,571	2,003,100	1,971,300		-1.59%
029 Technology Services - Administration	196,517	154,700	238,300	H	54.04%
030 Technology Services - Technical Support Services	855,351	639,800	693,900		8.46%
032 Technology Services - Application Services	1,972,010	2,042,700	2,325,800	G	13.86%
033 Technology Services - Enterprise Technical Services	623,661	637,200	751,000	G	17.86%
038 Legal Affairs	307,249	394,500	477,200	G	20.96%
039 Records Management	3,058	8,300	8,300		0.00%
040 Auxiliary Services, Maintenance & Facilities Operations	203,217	186,900	195,800		4.76%
041 Maintenance & Facilities Operations	260,889	280,100	291,300		4.00%
042 Office of Procurement & Contracting	159,475	167,700	204,100	G	21.71%
044 Gov't & Community Services - Corp & District Services	600,053	677,300	640,200		-5.48%
045 Auxiliary Services- Pupil Transportation	232,652	190,100	193,600		1.84%
047 Auxiliary Services - Shipping and Receiving	129,941	154,500	158,800		2.78%
048 Child Nutrition	334,183	246,200	253,100		2.80%
<b>GROUP TOTAL</b>	<b>8,796,559</b>	<b>9,021,800</b>	<b>9,816,200</b>		<b>8.81%</b>

Instructional Programs and Services

007 Specialized Student Support	225,899	33,200	-	I	-100.00%
018 Workshops	366,648	694,100	699,500		0.78%
081 District & School Services - School Culture and Climate	1,428,096	2,604,600	1,690,800	J	-35.08%
082 District & School Services - Early Childhood	737,117	867,400	1,037,700	G	19.63%
085 District & School Services - Instruction & Pedagogy	2,327,701	2,663,100	2,845,100		6.83%
086 District & School Services - Research, Eval. Assessment	447,984	523,200	559,600		6.96%
087 District & School Services - Curriculum & Assessment	1,415,545	1,507,600	1,557,100		3.28%
089 District & School Services - Leadership & School Improv.	1,474,006	1,785,800	1,936,200		8.42%
<b>GROUP TOTAL</b>	<b>8,422,996</b>	<b>10,679,000</b>	<b>10,326,000</b>		<b>-3.31%</b>

Plant & Fixed Charges

011 TXG-Property Tax Adjustments and Fees	11,415	45,900	48,800		6.32%
091 PFG-Plant & Fixed Charges - Facility Operations	353,433	372,600	412,000		10.57%
092 PHG-Plant & Fixed Charges - Telephone	46,633	71,800	71,800		0.00%
093 Facility Operations - Leased Facilities	69,306	18,600	165,500	K	789.78%
094 Plant & Fixed Charges - Capital Outlay	487,314	820,000	900,000		9.76%
095 LEAs Transfers and Other Fund Transfers	8,738,400	638,400	3,744,300	L	486.51%
096 Career Connections Facility Operations	137,090	-	-		0.00%
<b>GROUP TOTAL</b>	<b>9,843,591</b>	<b>1,967,300</b>	<b>5,342,400</b>		<b>171.56%</b>
<b>GENERAL EDUCATION FUND TOTAL</b>	<b>29,104,660</b>	<b>23,777,000</b>	<b>28,787,900</b>		<b>21.07%</b>

## OAKLAND SCHOOLS GENERAL EDUCATION FUND

### FOOTNOTES

#### FISCAL YEAR 2024-2025

#### FOOTNOTES: Highlighting line items that are +/-25% and/or +/- \$100K from last year

- A The 5.8% increase in Property Tax revenue reflects the tax base growth and its impact on the district's property tax revenues as forecasted by the Oakland County Equalization Department.
- B The decrease in interest income is a conservative projection due to forecasted economic uncertainties.
- C Atlas Rubicon revenue reflects a 50% subsidy to local districts and fluctuates based on the cost of the software and district participation.
- D Revenue in 2023-24 is one-time revenue per legislation.
- E Assigned Fund Balance consists of funding set aside for specific future projects and fluctuates annually. Assigned Fund Balance in 2024-25 consists of future funding for the Business Office and Human Resources Residency Programs. (see note F)
- F The 2024-25 budget includes the addition of the Business Office Residency Program and Human Resources Residency Program in which staff will be hired and trained for two years to ultimately be prepared to work in a local district business office or HR department upon completion. See Executive Summary for additional details on these programs.
- G Changes are the result of position vacancies in 2023-24 which are fully funded in 2024-25.
- H The increase in Technology Services Administration includes a new position for a mi PLACE Administrator. The Michigan Professional Learning and Collaboration Environment is a virtual learning community which allows inter and cross district and school collaboration.
- I The Specialist Student Support unit was dissolved as a separate unit in 2023-24 and the work is incorporated within other units in the organization.
- J The decrease in DSS-School Culture and Climate is the result of additional resources being provided in 2023-24 for countywide wellbeing programs.
- K The increase in leased facility expenditures is due to the Print Production portion of rent costs being assumed by the General Education Fund.
- L The increase reflects additional planned transfers to other funds in 2024-25. Increases include transfers to the Administration Building Capital Projects Fund to help fund our capital plan. Additional transfers also include those to the 2010 QSCB Defeasement Fund to provide resources to pay bond principal and interest payments.

# Oakland Schools

## Annual Budgeting Amendment Report

As of 3/26/2024

	Function	Location Description	FY2024 Amendment	FY2025
<b>Type: 4 Revenue</b>				
	<b>Fund: 100</b>	General Education Fund		
	<b>Function: 000</b>	Not Applicable		
	<b>Function: 000</b>	Not Applicable	<b>Total:</b>	
	<b>Fund: 100</b>	General Education Fund	<b>Total:</b>	
	<b>Type: 4</b>	Revenue	<b>Total:</b>	
			25,770,700.00	26,154,400.00
			25,770,700.00	26,154,400.00
			25,770,700.00	26,154,400.00
<b>Type: 5 Expense</b>				
	<b>Fund: 100</b>	General Education Fund		
	<b>Function: 211</b>	Truancy/Absenteeism Services		
	<b>Function: 211</b>	Truancy/Absenteeism Services	<b>Total:</b>	
			270,100.00	242,500.00
	<b>Function: 221</b>	Improve of Instruction		
	<b>Function: 221</b>	Improve of Instruction	<b>Total:</b>	
			8,506,100.00	8,190,600.00
	<b>Function: 225</b>	Technology Assisted Instructn		
	<b>Function: 225</b>	Technology Assisted Instructn	<b>Total:</b>	
			613,500.00	542,100.00
	<b>Function: 226</b>	Supv/Dir Instr Staff		
	<b>Function: 226</b>	Supv/Dir Instr Staff	<b>Total:</b>	
			311,300.00	336,600.00
	<b>Function: 231</b>	Board of Education		
	<b>Function: 231</b>	Board of Education	<b>Total:</b>	
			141,200.00	141,200.00
	<b>Function: 232</b>	Exec Administration		
	<b>Function: 232</b>	Exec Administration	<b>Total:</b>	
			1,599,100.00	1,726,700.00
	<b>Function: 252</b>	Fiscal Services		
	<b>Function: 252</b>	Fiscal Services	<b>Total:</b>	
			598,500.00	1,326,200.00
	<b>Function: 257</b>	Internal Services		
	<b>Function: 257</b>	Internal Services	<b>Total:</b>	
			338,400.00	351,600.00
	<b>Function: 259</b>	Oth Business Svcs		
	<b>Function: 259</b>	Oth Business Svcs	<b>Total:</b>	
			56,500.00	59,400.00
	<b>Function: 261</b>	Oper Bldg Svcs		
	<b>Function: 261</b>	Oper Bldg Svcs	<b>Total:</b>	
			644,400.00	695,800.00
	<b>Function: 266</b>	Security Services		
	<b>Function: 266</b>	Security Services	<b>Total:</b>	
			26,300.00	25,500.00
	<b>Function: 271</b>	Pupil Transportation Services		
	<b>Function: 271</b>	Pupil Transportation Services	<b>Total:</b>	
			190,100.00	193,600.00
	<b>Function: 281</b>	Plan, Research, Dev and Eval		
	<b>Function: 281</b>	Plan, Research, Dev and Eval	<b>Total:</b>	
			520,800.00	557,200.00
	<b>Function: 282</b>	Communication Services		
	<b>Function: 282</b>	Communication Services	<b>Total:</b>	
			500,100.00	519,900.00
	<b>Function: 283</b>	Staff/Personnel Svcs		
	<b>Function: 283</b>	Staff/Personnel Svcs	<b>Total:</b>	
			431,000.00	947,400.00
	<b>Function: 284</b>	Support Svcs Tech		
	<b>Function: 284</b>	Support Svcs Tech	<b>Total:</b>	
			5,577,500.00	6,180,300.00
	<b>Function: 285</b>	Pupil Accounting		
	<b>Function: 285</b>	Pupil Accounting	<b>Total:</b>	
			407,200.00	397,700.00
	<b>Function: 289</b>	Other Central Services		
	<b>Function: 289</b>	Other Central Services	<b>Total:</b>	
			492,600.00	459,600.00
	<b>Function: 299</b>	Other Support Services		
	<b>Function: 299</b>	Other Support Services	<b>Total:</b>	
			1,172,200.00	1,281,100.00
	<b>Function: 456</b>	Building Improv Svcs	776	

**Oakland Schools**  
**Annual Budgeting Amendment Report**  
As of 3/26/2024

Function		Location Description		FY2024 Amendment	FY2025
Function: 456	Building Improv Svcs		Total:	738,600.00	700,000.00
Function: 511	Debt Svc LT-Principal				
Function: 511	Debt Svc LT-Principal		Total:	3,100.00	168,600.00
Function: 626	Fund Mod-Vocational Ed Fund				
Function: 626	Fund Mod-Vocational Ed Fund		Total:	0.00	0.00
Function: 627	Fund Mod-Co-op Activity				
Function: 627	Fund Mod-Co-op Activity		Total:	438,400.00	438,400.00
Function: 634	Fund Mod-QSCB Defeasement				
Function: 634	Fund Mod-QSCB Defeasement		Total:	0.00	105,900.00
Function: 645	Fund Mod-CP CFE Reno				
Function: 645	Fund Mod-CP CFE Reno		Total:	0.00	0.00
Function: 647	Fund Mod-CP Adm Bldg Reno				
Function: 647	Fund Mod-CP Adm Bldg Reno		Total:	200,000.00	3,200,000.00
Fund: 100	General Education Fund		Total:	23,777,000.00	28,787,900.00
Type: 5	Expense		Total:	23,777,000.00	28,787,900.00

End of Report

# Oakland Schools

## Annual Budgeting Amendment Report

As of 3/27/2024

	Location	Location Description	FY2024 Amendment	FY2025
<b>Type: 4 Revenue</b>				
<b>Fund: 100</b>	General Education Fund			
	Location: 000	None	Total: 22,746,300.00	23,262,800.00
	Location: 006	Cabinet Admin Services	Total: 725,000.00	600,000.00
	Location: 013	Event Management Operations	Total: 408,500.00	408,500.00
	Location: 026	Virtual Learning 9-12	Total: 0.00	0.00
	Location: 028	Tech Services-Licensing	Total: 745,700.00	786,400.00
	Location: 032	Application Services	Total: 578,700.00	517,700.00
	Location: 040	Auxiliary Services Admin	Total: 2,400.00	0.00
	Location: 041	Facilities Management	Total: 32,500.00	32,500.00
	Location: 042	Ofc of Procurement & Contracts	Total: 190,000.00	190,000.00
	Location: 045	Pupil Transportation	Total: 0.00	0.00
	Location: 048	Child Nutrition	Total: 70,600.00	70,600.00
	Location: 084	Central Applicant Tracking	Total: 155,400.00	155,400.00
	Location: 085	Instruction & Pedagogy	Total: 115,600.00	130,500.00
	Location: 086	Research/Evaluation & Assess	Total: 0.00	0.00
	Location: 096	Career Connections	Total: 0.00	0.00
	Fund: 100	General Education Fund	Total: 25,770,700.00	26,154,400.00
	Type: 4	Revenue	Total: 25,770,700.00	26,154,400.00

**Type: 5 Expense**

<b>Fund: 100</b>	General Education Fund			
	Location: 001	Office Of The Superintendent	Total: 417,200.00	423,400.00
	Location: 002	Deputy Supt-Education Services	Total: 324,500.00	341,100.00
	Location: 003	Asst Supt-Finance & Operations	Total: 159,200.00	181,000.00
	Location: 006	Cabinet Admin Services	Total: 115,100.00	1,234,000.00
	Location: 007	Specialized Student Support	Total: 33,200.00	0.00
	Location: 011	Financial Services	Total: 446,700.00	518,600.00
	Location: 013	Event Management Operations	Total: 478,100.00	581,600.00
	Location: 014	Government & Community Svcs	Total: 359,800.00	362,100.00
	Location: 018	Event Management-Workshops	Total: 694,100.00	699,500.00
	Location: 028	Tech Services-Licensing	Total: 2,003,100.00	1,971,300.00
	Location: 029	Tech Services Administration	Total: 154,700.00	238,300.00
	Location: 030	Technical Support Services	Total: 639,800.00	693,900.00
	Location: 032	Application Services	Total: 2,042,700.00	2,325,800.00
	Location: 033	Enterprise Tech Services	Total: 637,200.00	751,000.00
	Location: 038	Legal Affairs	Total: 394,500.00	477,200.00
	Location: 039	Records Management	Total: 8,300.00	8,300.00
	Location: 040	Auxiliary Services Admin	Total: 186,900.00	195,800.00
	Location: 041	Facilities Management	Total: 280,100.00	291,300.00
	Location: 042	Ofc of Procurement & Contracts	Total: 167,700.00	204,100.00
	Location: 044	Corporate & District Services	Total: 677,300.00	640,200.00
	Location: 045	Pupil Transportation	Total: 190,100.00	193,600.00
	Location: 047	Shipping & Receiving	Total: 154,500.00	158,800.00
	Location: 048	Child Nutrition	Total: 246,200.00	253,100.00
	Location: 049	Communications Services	Total: 500,100.00	519,900.00
	Location: 081	School Culture and Climate	Total: 2,604,600.00	1,690,800.00
	Location: 082	Early Childhood	Total: 867,400.00	1,037,700.00
	Location: 083	Human Resources	Total: 431,000.00	448,800.00
	Location: 084	Central Applicant Tracking	Total: 161,800.00	155,100.00

**Oakland Schools**  
**Annual Budgeting Amendment Report**  
As of 3/27/2024

Location		Location Description		FY2024	FY2025
				Amendment	
Location:	085	Instruction & Pedagogy	Total:	2,663,100.00	2,845,100.00
Location:	086	Research/Evaluation & Assess	Total:	523,200.00	559,600.00
Location:	087	Curriculum & Assessment	Total:	1,507,600.00	1,557,100.00
Location:	089	Leadership & School Improvemnt	Total:	1,785,800.00	1,936,200.00
Location:	091	Plant & Fixed-Plant Operations	Total:	372,600.00	412,000.00
Location:	092	Plant & Fixed-Telephone	Total:	71,800.00	71,800.00
Location:	093	Plant & Fixed-Plant Ops Summit	Total:	18,600.00	165,500.00
Location:	094	Plant & Fixed-Capital Outlay	Total:	820,000.00	900,000.00
Location:	095	Transfers Out	Total:	638,400.00	3,744,300.00
Fund:	100	General Education Fund	Total:	23,777,000.00	28,787,900.00
Type:	5	Expense	Total:	23,777,000.00	28,787,900.00

End of Report

**OAKLAND SCHOOLS GENERAL EDUCATION  
FUNDED PROJECTS/GRANTS  
REVENUE AND EXPENDITURE BUDGET  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>	<b>% CHANGE</b>
<b>FUND 105</b>				
FUND EQUITY, BEGINNING OF YEAR				
Non-Spendable prepaids, inventory; and deposits	63,876	15,900	15,900	0.00%
Unassigned	(419,353)	(208,400)	(208,400)	0.00%
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>(355,477)</b>	<b>(192,500)</b>	<b>(192,500)</b>	<b>0.00%</b>
<b>OPERATING REVENUE</b>				
Non-Educational Entity	1,008,486	2,900,000	2,355,800	-18.77%
State Sources	50,771,941	77,065,000	55,179,200	-28.40%
Federal Sources	4,547,014	7,200,000	6,465,000	-10.21%
<b>TOTAL REVENUE</b>	<b>56,327,441</b>	<b>87,165,000</b>	<b>64,000,000</b>	<b>-26.58%</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>55,971,964</b>	<b>86,972,500</b>	<b>63,807,500</b>	<b>-26.63%</b>
<b>EXPENDITURES</b>				
Basic Program - 110	94,315	150,000	127,900	-14.73%
Added Needs - 120	66,476	160,000	48,800	-69.50%
Support Services Pupil - 210	469,910	2,800,000	2,626,500	-6.20%
Support Services Instructional Staff - 220	6,351,589	7,700,000	7,358,200	-4.44%
Support Services General Administration - 230	33,750	80,000	62,700	-21.63%
Support Services Business - 250	60,554	80,000	67,400	-15.75%
Operations & Maintenance - 260	7,968	220,000	131,700	-40.14%
Pupil Transportation Services - 270	1,184,460	2,100,000	2,145,100	2.15%
Support Services Central - 280	324,789	2,200,000	1,627,900	-26.00%
Support Services Other - 290	8,760	25,000	26,100	4.40%
Community Services Direction - 310	286,214	600,000	540,100	-9.98%
Community Activities - 330	253,733	750,000	649,000	-13.47%
Welfare Activities - 360	3,970	50,000	5,600	-88.80%
Other Community Services - 390	500,103	-	-	0.00%
Payments to Other Public Schools - 410	20,710,314	39,700,000	38,236,000	-3.69%
Payments to Not for Profit Entities - 440	25,725,480	29,900,000	9,709,300	-67.53%
Fund Modifications - 610	82,106	650,000	637,700	-1.89%
<b>TOTAL EXPENDITURES</b>	<b>56,164,491</b>	<b>87,165,000</b>	<b>64,000,000</b>	<b>-26.58%</b>
<b>FUND EQUITY, END OF YEAR</b>				
Non-Spendable prepaids, inventory; and deposits	15,855	15,900	15,900	0.00%
Unassigned	(208,382)	(208,400)	(208,400)	0.00%
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>(192,527)</b>	<b>(192,500)</b>	<b>(192,500)</b>	<b>0.00%</b>
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>55,971,964</b>	<b>86,972,500</b>	<b>63,807,500</b>	<b>-26.63%</b>

**OAKLAND SCHOOLS  
GENERAL EDUCATION FUND  
5-YEAR FORECAST**

	<b>Amend 2 2023-24</b>	<b>Proposed 2024-25</b>	<b>Projection 2025-26</b>	<b>Projection 2026-27</b>	<b>Projection 2027-28</b>	<b>Projection 2028-29</b>	<b>Projection 2029-30</b>
<b>REVENUES:</b>							
Local Revenues:							
Property taxes	14,009,300	14,821,800	15,340,600	15,800,800	16,274,800	16,763,000	17,182,100
Investment revenue	785,000	549,500	217,000	221,800	220,900	223,200	223,000
Fee based services & misc. revenue	1,453,800	1,322,100	1,322,100	1,322,100	1,322,100	1,322,100	1,322,100
Technology fees - Applications	688,700	679,600	679,600	679,600	679,600	679,600	679,600
Technology fees - Illuminate	525,900	533,900	533,900	533,900	533,900	533,900	533,900
Workshop fees	350,000	350,000	350,000	350,000	350,000	350,000	350,000
Rental revenue	31,000	31,000	31,000	31,000	31,000	31,000	31,000
State Revenues	7,056,000	6,998,100	7,083,000	7,127,100	7,172,100	7,218,300	7,265,500
State Payment in Lieu of Taxes	153,700	153,700	153,700	153,700	153,700	153,700	153,700
Other Sources - Transfer In from CPDI & SRF	127,000	127,000	127,000	127,000	127,000	127,000	127,000
Other Sources - Transfer In from Fund 270 (indirect)	268,300	261,400	261,400	261,400	261,400	261,400	261,400
Other Sources - Transfer In from CPF 409	-	-	-	-	-	-	-
Other Financing Sources	322,000	326,300	300,000	300,000	300,000	300,000	300,000
Other Financing Sources (proceeds from bldg sale)	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>25,770,700</b>	<b>26,154,400</b>	<b>26,399,300</b>	<b>26,908,400</b>	<b>27,426,500</b>	<b>27,963,200</b>	<b>28,429,300</b>
<b>EXPENDITURES:</b>							
Salaries/wages	9,341,200	10,839,900	11,178,500	11,435,600	11,698,600	11,967,700	12,243,000
Employee Benefits:							
FICA insurance	678,700	771,800	855,200	874,800	894,900	915,500	936,600
MPSERS retirement program costs	2,720,400	3,295,400	3,521,400	3,638,500	3,759,400	3,884,300	4,013,400
MPSERS Sec 147c	1,535,000	1,831,100	1,916,000	1,960,100	2,005,100	2,051,300	2,098,500
Healthcare insurance	1,192,300	1,533,700	1,616,800	1,681,500	1,748,800	1,818,800	1,891,600
Other employee insurances & benefits	413,100	433,100	454,800	477,500	501,400	526,500	552,800
Purchased Services - Contractors (3110-99)	1,433,700	1,416,600	1,444,900	1,473,800	1,503,300	1,533,400	1,564,100
Purchased Services	3,091,600	2,922,300	2,980,700	3,104,300	3,230,400	3,359,000	3,490,200
Supplies and Materials	1,539,100	525,700	531,000	536,300	541,700	547,100	552,600
Utilities	131,800	171,200	178,000	185,100	192,500	200,200	208,200
Capital Outlay (I.T. Refresh & other)	848,100	909,500	238,000	238,000	238,000	238,000	238,000
Dues/Fees/Leases	133,100	300,700	303,700	306,700	309,800	312,900	316,000
Property tax abatement & delinquency WO	34,200	37,100	38,400	39,500	40,700	41,900	43,000
Operating Transfers Out - SRF	438,400	438,400	638,400	638,400	638,400	638,400	638,400
Operating Transfers Out - QSCB	-	105,900	-	-	-	-	-
Operating Transfers Out - CP Fund:	200,000	3,200,000	1,700,000	700,000	200,000	200,000	200,000
Operating Transfers Out - Other LEAs	46,300	55,500	55,500	55,500	55,500	55,500	55,500
<b>TOTAL EXPENDITURES</b>	<b>23,777,000</b>	<b>28,787,900</b>	<b>27,651,300</b>	<b>27,345,600</b>	<b>27,558,500</b>	<b>28,290,500</b>	<b>29,041,900</b>
<b>OPERATING EXCESS (DEFICIT)</b>	<b>1,993,700</b>	<b>(2,633,500)</b>	<b>(1,252,000)</b>	<b>(437,200)</b>	<b>(132,000)</b>	<b>(327,300)</b>	<b>(612,600)</b>

**OAKLAND SCHOOLS  
GENERAL EDUCATION FUND  
5-YEAR FORECAST**

Amend 2 2023-24	Proposed 2024-25	Projection 2025-26	Projection 2026-27	Projection 2027-28	Projection 2028-29	Projection 2029-30
4,883,800	4,777,500	4,244,000	4,392,000	3,954,800	3,822,800	3,495,500
1,400,000	3,500,000	1,400,000	-	-	-	-
29,500	29,500	29,500	29,500	29,500	29,500	29,500
4,777,500	4,244,000	4,392,000	3,954,800	3,822,800	3,495,500	2,882,900
3,500,000	1,400,000	-	-	-	-	-
29,500	29,500	29,500	29,500	29,500	29,500	29,500
20.1%	14.7%	15.9%	14.5%	13.9%	12.4%	9.9%

**FUND BALANCES:**

Beginning of Year - unassigned  
Beginning of Year - assigned  
Beginning of Year - unspendable  
End of Year - unassigned  
End of Year - assigned  
End of Year - unspendable  
End of Year Unassigned FB as % of Exp.



# **Special Education Fund Original Budget and Five-Year Forecast**

April 2024  
Fiscal Year 2024-25

## SPECIAL EDUCATION FUND SPECIFIC ANALYSIS

### FUND OVERVIEW

The Oakland Schools Special Education Fund is projected to have a FY 2024-25 year-end restricted fund balance (at the time of this printing) of \$1,145,200. Anticipated ending fund balances for FY 2023-24 and 2024-25 are detailed in the schedule below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
Non-Spendable Prepaids	\$ 29,800	\$ 29,800
Restricted	1,060,800	1,145,200
Restricted for Center Facility Renovations	15,496,100	15,496,100
Total Budgeted Ending Fund Balance	\$ 16,586,700	\$ 16,671,100

Included in the above fund balance summary, is an estimated \$15,496,100 to be restricted for future special education center facility renovations. This restricted fund balance component is available for center program operators to request funding for renovations.

FY 2024-25 revenue is projected to be \$199.0 million:

- Property taxes - \$188.5 million (95% of total revenue)
- Other local revenues - \$2.5 million
- State Source revenues - \$7.7 million
- Other Financing Sources - \$0.3 million

FY 2024-25 expenditures are projected to be \$198.9 million:

- Special Education - Program Supervision and Direction - \$2.7 million
- Special Education - Program Operations – \$12.0 million
- Special Education - Plant and Fixed charges – \$8.3 million
- Special Education – PA-18 Distribution – \$173.5 million
- Special Education - LEA Transfers and Program Subsidies – \$2.4 million

The PA-18 distribution base funding for fiscal year 2024-25 has been budgeted at \$173,556,600. An additional \$2,450,000 is budgeted for group home and medical student support issues, incarcerated youth, startup assistance, extraordinary contingency, assistive technology equipment and Section 24 payments provided to the local districts that operate educational programs in juvenile detention facilities. The District’s Special Education Fund restricted fund balance is regulated by our fund balance target protocol. The protocol directs goal levels for the restricted fund balance of 5%-10% of Oakland Schools operations. The Oakland Schools Board of Education has determined for the past several years that the District would budget for a 5% restricted fund balance. Our FY 2024-25 budget documents are developed, authorized and issued with fund balance expectations imbedded prior to the end of the current fiscal year using the current fiscal year revenue and expenditure budgets as a basis. Additional PA-18 funds may be released if the 2023-24 audited fund balance results are higher than the 5% target. The FY 2023 audited fund balance exceeded our current 5% target, and as such a supplemental PA-18 Distribution of \$3.8 million was distributed to the LEAs in FY 2024.

## **PROGRAM AND PERSONNEL**

The Special Populations Department within the Special Education Fund is organized into four service delivery areas that interface through the Special Populations Administration. The four service delivery areas are:

- Compliance Support
- Regional Student Support
- Student Services for Low Incidence
- Materials Center, Braille & Large Print Library

In FY 2024-25 staffing is projected to remain stable. Other minor staffing changes are detailed in the Enterprise Wide Executive Summary & Budget Assumptions under Staffing Changes.

## **Revenue**

- Property taxes have been budgeted to increase by 5.8% based on our projections and supported by those of the Oakland County Equalization Division.
- Interest revenue is projected to decrease due to the uncertain economic forecast.
- State source revenue is held flat for FY 2024-25 pending a new state aid budget, with the exception of Section 147c MPERS UAAL Rate Stabilization revenue which is expected to increase. Additionally, two MSPERS categoricals, 147a(3) and 147f were one-time funding in 2023-24 and as such are not included in the 2024-25 budget.
- Other Financing Source revenues, which consist of indirect revenue on grants, are projected remain constant in 2024-25. Indirect revenue is directly correlated to direct grant spending and fluctuates annually based on the timing of expenditures.

## **Expenditures**

- The Special Education PA-18 base distribution (department 078) shows an increase of \$14.2 million or 8.9% from the FY 2023-24 Amendment 2 budget. The FY 2023-24 budget contains a supplemental distribution budget of \$10.7 million not budgeted in FY 2024-25, of which \$3.8 million was distributed to constituent districts in December 2023 and the remaining may be distributed pending finalization of the year end audit.
- Salary and benefit budgets were forecasted in fiscal year 2024-25 to reflect a 2.0% across-the-board salary increase, plus step increases for staff not on the top step of their respective salary schedule. Budgets for 2024-25 assume all staff positions are filled for the entire fiscal year with no vacancies, whereas 2023-24 budgets have been adjusted for unfilled positions and vacancies through February 2024.
- Property Tax abatements reflect a budget of .25% of the property tax revenue budget to address the Michigan Tax Tribunal unsettled claims.

Additional variances are included on the footnote pages.

## **FIVE-YEAR FORECAST OVERVIEW**

Attached is the Special Education Fund (SEF) five-year operating forecast model. Significant assumptions utilized in the model are identified below:

## **REVENUE**

1. Property tax revenues drive the revenue budget. Oakland Schools' property tax collection rate has been historically very high and stable. Oakland Schools utilizes projections obtained from Oakland County Equalization to create our taxable value forecasts. Based on the expectation of growth of the real-estate market, offset by the probability of Headlee rollbacks in the foreseeable future, property taxes are forecasted to increase by the following percentages:
  - 2025-26 3.5%
  - 2026-27 through 2028-29 3.0%
  - 2029-30 2.5%

The District will continue to watch these revenue forecasts for economic impact of the pandemic which could affect both property tax valuations in general along with Michigan Tax Tribunal cases.

2. The investment revenue forecast model uses a formula to generate the expected revenue figures for each fiscal year period. The investment revenue formula is comprised of 50% of the year's revenues plus 50% of the opening fund balance multiplied by the given fiscal year's expected investment rate of return. The factors relied upon in this forecast for growth in investment income are conservative and based on anticipated rates of return in the district's overnight sweep investment account. Significant effort will be placed on improving the rate of return on investment in the coming years while managing investments within the district's investment policy and state law. The current state of economic affairs as of April 2024 makes investment income uncertain. The District will continue to monitor investment returns and modify forecasts as deemed necessary on an ongoing basis.
3. Fee-based service revenues are budgeted at \$100,000 million for 2024-25 and are expected to remain stable through the duration of the forecast.
4. State source revenues for the Special Education Fund, primarily Section 51, are projected to remain flat for the duration of the five-year forecast model. MPSERS 147c revenues within State Revenues are projected to increase correspondingly to the expenditure increase for the same item, as 147c is revenue/expenditure neutral. The final significant component of state source revenues is State Payment in Lieu of Taxes which represents reimbursement to the organization for personal property tax losses by the Local Community Stabilization Authority.
5. Other Financing Sources consist of the indirect revenues associated with our grant management responsibilities. This line item may fluctuate based on anticipated grant awards, but is forecasted to remain flat.

## **EXPENDITURES**

1. Oakland Schools' non-union personnel salary and wage cycle is fiscal year based with regards to step movement and salary schedule increases. The forecast includes a salary/growth rate of 1.3%, which would be indicative of step movement from year to year. The forecast includes a 1% increase beginning 2025-26 and every year of the forecast thereafter.

- The FICA rate is 7.65%. This rate is multiplied by the wage base (social security rate of 6.2% applied to individuals wages up to \$168,600 for calendar year 2024) to produce the FICA costs for the year.
- There are 8 different retirement rates for school district employees, based on their hire date and/or their personal choice for retirement benefits.

The rates that are effective from October 1, 2023 through September 30, 2024 are:

	Basic/MIP with Premium Subsidy	Pension Plus with Premium Subsidy	Pension Plus PHF	Pension Plus to DC with PHF	Basic/MIP to DC with Premium Subsidy	Basic/MIP to DC with PHF	Basic/MIP with PHF	Pension Plus 2
Rate Chgd on Reported Payroll	31.34%	27.48%	26.23%	20.96%	22.21%	20.96%	30.09%	27.16%
MPSERS UAAL Stabilization Rate	16.89%	16.89%	16.89%	16.89%	16.89%	16.89%	16.89%	16.89%
Subtotal	48.23%	44.37%	43.12%	37.85%	39.10%	37.85%	46.98%	44.05%
DC Employer Mandatory	0.00%	0.00%	0.00%	4.00%	4.00%	4.00%	0.00%	0.00%
DC Employer Match	0.00%	1.00%	1.00%	3.00%	3.00%	3.00%	0.00%	1.00%
Personal Healthcare Fund (PHF)	0.00%	0.00%	2.00%	2.00%	0.00%	2.00%	2.00%	2.00%
<b>Total Rate Charged</b>	<b>48.23%</b>	<b>45.37%</b>	<b>46.12%</b>	<b>46.85%</b>	<b>46.10%</b>	<b>46.85%</b>	<b>48.98%</b>	<b>47.05%</b>

The forecasted rates for October 1, 2024 through September 30, 2025 contained in the Governor’s proposed FY25 budget are:

	Basic/MIP with Premium Subsidy	Pension Plus with Premium Subsidy	Pension Plus PHF	Pension Plus to DC with PHF	Basic/MIP to DC with Premium Subsidy	Basic/MIP to DC with PHF	Basic/MIP with PHF	Pension Plus 2
Rate Chgd on Reported Payroll	31.36%	27.52%	26.27%	20.96%	22.21%	20.96%	30.11%	27.16%
MPSERS UAAL Stabilization Rate	10.58%	10.58%	10.58%	10.58%	10.58%	10.58%	10.58%	10.58%
Subtotal	41.94%	38.10%	36.85%	31.54%	32.79%	31.54%	40.69%	37.74%
DC Employer Mandatory	0.00%	0.00%	0.00%	4.00%	4.00%	4.00%	0.00%	0.00%
DC Employer Match	0.00%	1.00%	1.00%	3.00%	3.00%	3.00%	0.00%	1.00%
Personal Healthcare Fund (PHF)	0.00%	0.00%	2.00%	2.00%	0.00%	2.00%	2.00%	2.00%
<b>Total Rate Charged</b>	<b>41.94%</b>	<b>39.10%</b>	<b>39.85%</b>	<b>40.54%</b>	<b>39.79%</b>	<b>40.54%</b>	<b>42.69%</b>	<b>40.74%</b>

In order to project a budgeted rate overall for Oakland Schools for 2024-25, an analysis of how many employees we have on each of these plans was studied. A blended rate, exclusive of UAAL, for budgeting retirement costs for 2024-25 has been established at 31.19%. The blended rate exclusive of UAAL has been projected for the duration of the five-year forecast at a 1.0% rate of increase annually.

- The district provides health insurance to employees, adopting the “hard cap” on the dollar limits the district may pay for health insurance due to legislative mandates and district implementation choice. Future increases to the employer hard cap limits are subject to the medical consumer price index, which the district has no jurisdiction over. The forecast assumes an annual growth rate of 4.0% in the medical CPI for all five years of the forecast.
- Purchased services accounts are forecasted to increase 2% for all years of the forecast due to inflation.
- Supply and material budgets are projected to grow by 1.0% for the duration of the forecast.
- Capital outlay costs are budgeted to stay flat at \$113,400 annually for the entire forecast.

The Capital Outlay budget agrees to the 5-Year Capital Outlay Plan that is being presented to the School Board for first reading on April 2, 2024.

8. The SEF distributes Public Act-18 funds to local districts to support new program start-up costs, extraordinary cost reimbursement and distributions calculated through the PA-18 funding distribution model (“LEA base distribution”). The largest component of funds distributed is the LEA base distribution. The start-up and extraordinary cost budgets, along with other budgets for assistive technology capital to be made available to the districts, is included in LEA support in the forecasts.

The LEA base distribution amounts projected are as follows:

2025-26	\$178,440,900
2026-27	\$183,732,500
2027-28	\$189,159,100
2028-29	\$194,716,800
2029-30	\$199,329,300

9. The property tax abatement budget is set at .25% of budgeted annual property tax revenue for all years of this forecast.

**FUND BALANCE**

The Fund Balance Target protocol per Oakland Schools Board policy is 5%-10% of expenditures. The Oakland Schools Board of Education has determined that during these past several years of economic difficulties for our constituent districts, we would budget for a 5% restricted fund balance. The forecast shows an estimated Restricted – Special Education fund balance of the following levels:

2025-26	\$1.2 million	5.0%
2026-27	\$1.2 million	5.0%
2027-28	\$1.2 million	5.0%
2028-29	\$1.3 million	5.0%
2029-30	\$1.3 million	5.0%

The PA 18 distribution to local districts is adjusted to ensure that the fund only retains a fund balance of approximately 5% and therefore maximizes the amounts available to be distributed to the LEA’s.

**OAKLAND SCHOOLS SPECIAL EDUCATION FUND  
REVENUE AND EXPENDITURE BUDGET  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>	<b>Notes</b>	<b>FY to FY Percentage Change</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>					
Non-Spendable for Prepaids, Inventory & Deposits	36,510	29,800	29,800		0.00%
Restricted - Special Education	4,660,865	4,773,000	1,060,800		-77.77%
Restricted for Future Center Facility Renovations	10,419,600	15,496,100	15,496,100		0.00%
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>15,116,975</b>	<b>20,298,900</b>	<b>16,586,700</b>		<b>-18.29%</b>
<b>REVENUE:</b>					
<b>LOCAL SOURCES</b>					
Property tax revenues	165,354,833	178,188,400	188,523,300	A	5.80%
Interest on investments	2,649,849	3,404,000	2,382,800	B	-30.00%
Workshop fees	29,827	50,000	50,000		0.00%
NCI Training Materials	6,702	30,000	30,000		0.00%
Miscellaneous and other	21,790	20,000	20,000		0.00%
<b>TOTAL LOCAL SOURCES</b>	<b>168,063,001</b>	<b>181,692,400</b>	<b>191,006,100</b>		<b>5.13%</b>
<b>STATE SOURCES</b>					
ISD Membership Sec 51a.2	15,555	-	-		0.00%
Special Ed Sec 51a	3,679,739	3,554,600	3,554,600		0.00%
MSB/D deduct (net) 51a.1	(318,334)	(329,100)	(329,100)		0.00%
Special Ed Sec 51e Foundation Payments	46,665	84,600	84,600		0.00%
State Payment in Lieu of Taxes	1,779,617	1,955,400	1,955,400		0.00%
Section 147a(2) MPSERS Normal Cost Offset	208,853	227,000	227,000		0.00%
Section 147a(3) MPSERS Cost Offset ISDs & Districts	-	117,500	-	C	-100.00%
Section 147c MPSERS UAAL Rate Stabilization	1,805,433	2,006,400	2,036,500		1.50%
Section 147c2 MPSERS One-Time Deposit	1,047,291	-	-		0.00%
Section 147e MPSERS Employer DC Match	48,548	26,000	26,000		0.00%
Section 147f MPSERS UAAL Rate Reimb	-	52,200	-	C	-100.00%
MPSERS DC Credit	5,200	5,200	5,200		0.00%
Section 26.a Renaissance Zone	21,106	20,800	20,800		0.00%
Section 26d Brownfield Redevelopment Reimbursement	463,029	-	-		0.00%
School for Deaf/Blind 54	137,079	164,300	164,300		0.00%
<b>TOTAL STATE SOURCES</b>	<b>8,939,781</b>	<b>7,884,900</b>	<b>7,745,300</b>		<b>-1.77%</b>
<b>OTHER FINANCING SOURCES</b>					
Indirect Revenue	311,193	250,000	250,000		0.00%
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>311,193</b>	<b>250,000</b>	<b>250,000</b>		<b>0.00%</b>
<b>TOTAL REVENUE</b>	<b>177,313,975</b>	<b>189,827,300</b>	<b>199,001,400</b>		<b>4.83%</b>
<b>TOTAL REVENUE AND BEGINNING FUND BALANCE</b>	<b>192,430,950</b>	<b>210,126,200</b>	<b>215,588,100</b>		<b>2.60%</b>
<b>EXPENDITURE SUMMARY:</b>					
Oakland Schools - Program Supervision and Direction	2,077,916	2,487,200	2,674,300		7.52%
Oakland Schools - Program Operations	10,301,636	11,172,400	11,955,900		7.01%
Oakland Schools - Plant & Fixed Charges	6,945,457	7,426,100	8,280,200		11.50%
PA-18 Distribution	148,277,365	159,316,800	173,556,600		8.94%
PA-18 Additional Distribution	3,729,000	10,687,000	-		-100.00%
LEA Transfers and Program Subsidies	800,725	2,450,000	2,450,000		0.00%
<b>TOTAL EXPENDITURES</b>	<b>172,132,099</b>	<b>193,539,500</b>	<b>198,917,000</b>		<b>2.78%</b>
Operating Surplus/(Deficit)	5,181,876	(3,712,200)	84,400		102.27%
<b>FUND EQUITY, END OF YEAR</b>					
Non-Spendable for Prepaids, Inventory & Deposits	29,800	29,800	29,800		0.00%
Restricted - Special Education	4,772,925	1,060,800	1,145,200		7.96%
Restricted for Future Center Facility Renovations	15,496,126	15,496,100	15,496,100		0.00%
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>20,298,851</b>	<b>16,586,700</b>	<b>16,671,100</b>		<b>0.51%</b>
<b>TOTAL EXPEND AND ENDING BALANCE:</b>	<b>192,430,950</b>	<b>210,126,200</b>	<b>215,588,100</b>		<b>2.60%</b>

**OAKLAND SCHOOLS SPECIAL EDUCATION FUND  
EXPENDITURE BUDGET SUMMARY  
FISCAL YEAR 2024-2025**

<b>PROGRAM DESCRIPTION</b>		<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>	<b>Notes</b>	<b>FY to FY Percentage Change</b>
018	Special Education Workshops	114,276	158,800	158,800		0.00%
071	Compliance Support - Supv and Direction - 226	-	236,200	249,200		5.50%
071	Compliance Support - Support Svcs - 281	-	921,200	956,500		3.83%
073	Regional Student Support-Psychological Services - 214	671,244	663,200	696,100		4.96%
073	Regional Student Support-Speech and Audiology - 215	422,225	388,800	407,400		4.78%
073	Regional Student Support-Social Work - 216	213,054	218,500	226,500		3.66%
073	Regional Student Support-Teacher Consultant - 218	1,051,641	1,193,400	1,270,500		6.46%
073	Regional Student Support-Pupil Support - 219	1,290,857	1,386,500	1,475,400		6.41%
073	Regional Student Support-Super. and Direction - 226	569,041	611,300	643,200		5.22%
074	Student Services-Speech and Audiology - 215	797,332	783,700	816,200		4.15%
074	Student Services-Orientation and Mobility - 217	603,192	623,200	647,000		3.82%
074	Student Services-Teacher Consultant - 218	3,637,936	3,863,900	4,162,400		7.73%
074	Student Services-Supervision and Direction - 226	495,063	544,100	577,400		6.12%
075	Executive Director - Supervision and Direction - 226	802,345	832,900	933,200	D	12.04%
075	Executive Director - Support Services - 28x	658,480	-	-		0.00%
076	Assistive Materials Center - 219	841,399	971,200	1,139,100	E	17.29%
076	Assistive Materials Center-Super. and Direction - 226	211,467	262,700	271,300		3.27%
078	PA-18 Base Distribution	148,277,365	159,316,800	173,556,600	F	8.94%
078	PA-18 Additional Distribution	3,729,000	10,687,000	-	G	-100.00%
078	LEA Transfers and Program Subsidies	800,725	2,450,000	2,450,000		0.00%
091	Plant & Fixed Charges - Facility Operations	184,472	192,900	202,600		5.03%
092	Plant & Fixed Charges - Telephone	51,067	61,000	61,000		0.00%
093	Facility Operations - Summit Place North	265,548	281,300	304,900		8.39%
094	Plant & Fixed Charges - Capital Outlay	10,793	50,000	100,000	H	100.00%
011	Property Tax Adjustments and Fees	145,053	582,300	618,700		6.25%
095	Operating Transfers Out	211,100	115,100	213,300	I	85.32%
096	Corporate Allocation	6,077,424	6,143,500	6,779,700		10.36%
<b>SPECIAL EDUCATION TOTAL</b>		<b>172,132,099</b>	<b>193,539,500</b>	<b>198,917,000</b>		<b>2.78%</b>

**OAKLAND SCHOOLS SPECIAL EDUCATION FUND BUDGET**

**FOOTNOTES**

**FISCAL YEAR 2024-2025**

**FOOTNOTES - Highlighting line items that are +/-25% and/or +/- \$100K from last year**

- A The decrease in interest income is a conservative projection due to forecasted economic uncertainties.
- B The decrease in interest income is a conservative projection due to forecasted economic uncertainties.
- C Revenue in 2023-24 is one-time revenue per legislation.
- D Changes are the result of position vacancies in 2023-24 which are fully funded in 2024-25.
- E The increase in the Assistive Materials Center budget includes a new position for a Materials Center Specialist. The Materials Center provides assistive technology, instructional products, and alternate format textbooks/curriculum materials and services to the LEAs of Oakland County to support students with IEPs. The amount of materials being supported has doubled in the last 5 years and additional staffing is required.
- F The PA-18 base distribution increase is a result of property tax revenue growth, offset by changes in the OS operational accounts contained in this budget.
- G The decrease in the PA-18 Additional Distribution reflects the one time additional distribution in 2023-24 to align with the Special Education fund balance protocol which distributes additional funds in excess of a 5% fund balance to the LEAs upon completion of the annual audit. Any additional distribution available for 2024-25 will be determined upon completion of the FY24 audit.
- H Increases in capital outlay budgets are to align with the district's 5-year capital plan.
- I The increase reflects additional planned transfers to other funds in 2024-25. Increases include additional transfers to the 2010 QSCB Defeasement Fund to provide resources to pay bond principal and interest payments.

# Oakland Schools

## Annual Budgeting Amendment Report

As of 3/27/2024

	Function	Location Description	FY2024 Amendment	FY2025
<b>Type: 4 Revenue</b>				
	<b>Fund: 200</b>	Special Education Fund		
	<b>Function: 000</b>	Not Applicable		
	<b>Function: 000</b>	Not Applicable	<b>Total:</b>	<b>189,827,300.00</b>
	<b>Fund: 200</b>	Special Education Fund	<b>Total:</b>	<b>189,827,300.00</b>
	<b>Type: 4</b>	Revenue	<b>Total:</b>	<b>189,827,300.00</b>
<b>Type: 5 Expense</b>				
	<b>Fund: 200</b>	Special Education Fund		
	<b>Function: 122</b>	Special Education		
	<b>Function: 122</b>	Special Education	<b>Total:</b>	<b>1,500,000.00</b>
	<b>Function: 211</b>	Truancy/Absenteeism Services		
	<b>Function: 211</b>	Truancy/Absenteeism Services	<b>Total:</b>	<b>139,100.00</b>
	<b>Function: 213</b>	Health Services		
	<b>Function: 213</b>	Health Services	<b>Total:</b>	<b>100,000.00</b>
	<b>Function: 214</b>	Psychological Services		
	<b>Function: 214</b>	Psychological Services	<b>Total:</b>	<b>1,013,200.00</b>
	<b>Function: 215</b>	Speech Path & Audiology		
	<b>Function: 215</b>	Speech Path & Audiology	<b>Total:</b>	<b>1,172,500.00</b>
	<b>Function: 216</b>	Social Work Services		
	<b>Function: 216</b>	Social Work Services	<b>Total:</b>	<b>218,500.00</b>
	<b>Function: 217</b>	Visual Aid Services		
	<b>Function: 217</b>	Visual Aid Services	<b>Total:</b>	<b>743,200.00</b>
	<b>Function: 218</b>	Teacher Consultant		
	<b>Function: 218</b>	Teacher Consultant	<b>Total:</b>	<b>5,057,300.00</b>
	<b>Function: 219</b>	Othr Pupil Support Svc		
	<b>Function: 219</b>	Othr Pupil Support Svc	<b>Total:</b>	<b>2,537,700.00</b>
	<b>Function: 221</b>	Improve of Instruction		
	<b>Function: 221</b>	Improve of Instruction	<b>Total:</b>	<b>611,900.00</b>
	<b>Function: 226</b>	Supv/Dir Instr Staff		
	<b>Function: 226</b>	Supv/Dir Instr Staff	<b>Total:</b>	<b>2,517,500.00</b>
	<b>Function: 231</b>	Board of Education		
	<b>Function: 231</b>	Board of Education	<b>Total:</b>	<b>104,400.00</b>
	<b>Function: 232</b>	Exec Administration		
	<b>Function: 232</b>	Exec Administration	<b>Total:</b>	<b>786,500.00</b>
	<b>Function: 252</b>	Fiscal Services		
	<b>Function: 252</b>	Fiscal Services	<b>Total:</b>	<b>556,600.00</b>
	<b>Function: 257</b>	Internal Services		
	<b>Function: 257</b>	Internal Services	<b>Total:</b>	<b>170,800.00</b>
	<b>Function: 259</b>	Oth Business Svcs		
	<b>Function: 259</b>	Oth Business Svcs	<b>Total:</b>	<b>590,900.00</b>
	<b>Function: 261</b>	Oper Bldg Svcs		
	<b>Function: 261</b>	Oper Bldg Svcs	<b>Total:</b>	<b>412,600.00</b>
	<b>Function: 266</b>	Security Services		
	<b>Function: 266</b>	Security Services	<b>Total:</b>	<b>12,900.00</b>
	<b>Function: 271</b>	Pupil Transportation Services		
	<b>Function: 271</b>	Pupil Transportation Services	<b>Total:</b>	<b>63,800.00</b>
	<b>Function: 281</b>	Plan, Research, Dev and Eval	<b>792</b>	

**Oakland Schools**  
**Annual Budgeting Amendment Report**  
As of 3/27/2024

Function		Location Description		FY2024	FY2025
			Total:	Amendment	
Function: 281	Plan, Research, Dev and Eval		Total:	1,103,900.00	1,154,200.00
Function: 282	Communication Services				
Function: 282	Communication Services		Total:	249,800.00	259,300.00
Function: 283	Staff/Personnel Svcs				
Function: 283	Staff/Personnel Svcs		Total:	415,500.00	434,200.00
Function: 284	Support Svcs Tech				
Function: 284	Support Svcs Tech		Total:	2,546,100.00	2,910,400.00
Function: 285	Pupil Accounting				
Function: 285	Pupil Accounting		Total:	203,000.00	197,800.00
Function: 289	Other Central Services				
Function: 289	Other Central Services		Total:	63,200.00	47,300.00
Function: 299	Other Support Services				
Function: 299	Other Support Services		Total:	352,600.00	404,800.00
Function: 411	Pymt to K12 Public W/In St				
Function: 411	Pymt to K12 Public W/In St		Total:	170,003,800.00	173,556,600.00
Function: 511	Debt Svc LT-Principal				
Function: 511	Debt Svc LT-Principal		Total:	177,100.00	177,100.00
Function: 627	Fund Mod-Co-op Activity				
Function: 627	Fund Mod-Co-op Activity		Total:	19,100.00	19,100.00
Function: 634	Fund Mod-QSCB Defeasement				
Function: 634	Fund Mod-QSCB Defeasement		Total:	0.00	98,200.00
Function: 647	Fund Mod-CP Adm Bldg Reno				
Function: 647	Fund Mod-CP Adm Bldg Reno		Total:	96,000.00	96,000.00
Fund: 200	Special Education Fund		Total:	193,539,500.00	198,917,000.00
Type: 5	Expense		Total:	193,539,500.00	198,917,000.00

End of Report

# Oakland Schools

## Annual Budgeting Amendment Report

As of 3/27/2024

	Location	Location Description		FY2024 Amendment	FY2025
<b>Type: 4 Revenue</b>					
<b>Fund: 200</b>	Special Education Fund				
	<b>Location: 000</b>	<b>None</b>	<b>Total:</b>	<b>189,777,300.00</b>	<b>198,951,400.00</b>
	<b>Location: 013</b>	<b>Event Management Operations</b>	<b>Total:</b>	<b>50,000.00</b>	<b>50,000.00</b>
	<b>Fund: 200</b>	<b>Special Education Fund</b>	<b>Total:</b>	<b>189,827,300.00</b>	<b>199,001,400.00</b>
	<b>Type: 4</b>	<b>Revenue</b>	<b>Total:</b>	<b>189,827,300.00</b>	<b>199,001,400.00</b>
<b>Type: 5 Expense</b>					
<b>Fund: 200</b>	Special Education Fund				
	<b>Location: 001</b>	<b>Office Of The Superintendent</b>	<b>Total:</b>	<b>209,200.00</b>	<b>211,900.00</b>
	<b>Location: 002</b>	<b>Deputy Supt-Education Services</b>	<b>Total:</b>	<b>162,400.00</b>	<b>170,700.00</b>
	<b>Location: 003</b>	<b>Asst Supt-Finance &amp; Operations</b>	<b>Total:</b>	<b>79,400.00</b>	<b>90,000.00</b>
	<b>Location: 006</b>	<b>Cabinet Admin Services</b>	<b>Total:</b>	<b>33,800.00</b>	<b>32,800.00</b>
	<b>Location: 007</b>	<b>Specialized Student Support</b>	<b>Total:</b>	<b>15,900.00</b>	<b>0.00</b>
	<b>Location: 011</b>	<b>Financial Services</b>	<b>Total:</b>	<b>988,100.00</b>	<b>1,093,600.00</b>
	<b>Location: 013</b>	<b>Event Management Operations</b>	<b>Total:</b>	<b>193,800.00</b>	<b>246,000.00</b>
	<b>Location: 014</b>	<b>Government &amp; Community Svcs</b>	<b>Total:</b>	<b>179,900.00</b>	<b>181,000.00</b>
	<b>Location: 018</b>	<b>Event Management-Workshops</b>	<b>Total:</b>	<b>158,800.00</b>	<b>158,800.00</b>
	<b>Location: 028</b>	<b>Tech Services-Licensing</b>	<b>Total:</b>	<b>429,300.00</b>	<b>422,400.00</b>
	<b>Location: 029</b>	<b>Tech Services Administration</b>	<b>Total:</b>	<b>76,500.00</b>	<b>117,000.00</b>
	<b>Location: 030</b>	<b>Technical Support Services</b>	<b>Total:</b>	<b>318,700.00</b>	<b>345,100.00</b>
	<b>Location: 032</b>	<b>Application Services</b>	<b>Total:</b>	<b>1,018,900.00</b>	<b>1,159,400.00</b>
	<b>Location: 033</b>	<b>Enterprise Tech Services</b>	<b>Total:</b>	<b>635,600.00</b>	<b>749,400.00</b>
	<b>Location: 038</b>	<b>Legal Affairs</b>	<b>Total:</b>	<b>208,700.00</b>	<b>245,500.00</b>
	<b>Location: 039</b>	<b>Records Management</b>	<b>Total:</b>	<b>4,300.00</b>	<b>4,300.00</b>
	<b>Location: 040</b>	<b>Auxiliary Services Admin</b>	<b>Total:</b>	<b>94,400.00</b>	<b>99,200.00</b>
	<b>Location: 041</b>	<b>Facilities Management</b>	<b>Total:</b>	<b>134,600.00</b>	<b>139,600.00</b>
	<b>Location: 042</b>	<b>Ofc of Procurement &amp; Contracts</b>	<b>Total:</b>	<b>168,300.00</b>	<b>203,200.00</b>
	<b>Location: 044</b>	<b>Corporate &amp; District Services</b>	<b>Total:</b>	<b>342,100.00</b>	<b>322,500.00</b>
	<b>Location: 045</b>	<b>Pupil Transportation</b>	<b>Total:</b>	<b>63,800.00</b>	<b>66,100.00</b>
	<b>Location: 047</b>	<b>Shipping &amp; Receiving</b>	<b>Total:</b>	<b>77,900.00</b>	<b>79,300.00</b>
	<b>Location: 049</b>	<b>Communications Services</b>	<b>Total:</b>	<b>249,800.00</b>	<b>259,300.00</b>
	<b>Location: 071</b>	<b>SE Compliance</b>	<b>Total:</b>	<b>1,157,400.00</b>	<b>1,205,700.00</b>
	<b>Location: 073</b>	<b>Special Pops Capacity Building</b>	<b>Total:</b>	<b>4,461,700.00</b>	<b>4,719,100.00</b>
	<b>Location: 074</b>	<b>Student Svcs for Low Incidence</b>	<b>Total:</b>	<b>5,814,900.00</b>	<b>6,203,000.00</b>
	<b>Location: 075</b>	<b>Compliance Supervision/Support</b>	<b>Total:</b>	<b>832,900.00</b>	<b>933,200.00</b>
	<b>Location: 076</b>	<b>Materials Center</b>	<b>Total:</b>	<b>1,233,900.00</b>	<b>1,410,400.00</b>
	<b>Location: 078</b>	<b>Program Subsidies-Special Ed</b>	<b>Total:</b>	<b>172,453,800.00</b>	<b>176,006,600.00</b>
	<b>Location: 081</b>	<b>School Culture and Climate</b>	<b>Total:</b>	<b>287,400.00</b>	<b>356,400.00</b>
	<b>Location: 083</b>	<b>Human Resources</b>	<b>Total:</b>	<b>415,500.00</b>	<b>434,200.00</b>
	<b>Location: 085</b>	<b>Instruction &amp; Pedagogy</b>	<b>Total:</b>	<b>30,300.00</b>	<b>32,000.00</b>
	<b>Location: 086</b>	<b>Research/Evaluation &amp; Assess</b>	<b>Total:</b>	<b>182,700.00</b>	<b>197,700.00</b>
	<b>Location: 087</b>	<b>Curriculum &amp; Assessment</b>	<b>Total:</b>	<b>104,200.00</b>	<b>115,400.00</b>
	<b>Location: 089</b>	<b>Leadership &amp; School Improvemnt</b>	<b>Total:</b>	<b>20,300.00</b>	<b>24,400.00</b>
	<b>Location: 091</b>	<b>Plant &amp; Fixed-Plant Operations</b>	<b>Total:</b>	<b>192,900.00</b>	<b>202,600.00</b>
	<b>Location: 092</b>	<b>Plant &amp; Fixed-Telephone</b>	<b>Total:</b>	<b>61,000.00</b>	<b>61,000.00</b>
	<b>Location: 093</b>	<b>Plant &amp; Fixed-Plant Ops Summit</b>	<b>Total:</b>	<b>281,300.00</b>	<b>304,900.00</b>
	<b>Location: 094</b>	<b>Plant &amp; Fixed-Capital Outlay</b>	<b>Total:</b>	<b>50,000.00</b>	<b>100,000.00</b>
	<b>Location: 095</b>	<b>Transfers Out</b>	<b>Total:</b>	<b>115,100.00</b>	<b>213,300.00</b>
	<b>Fund: 200</b>	<b>Special Education Fund</b>	<b>Total:</b>	<b>193,539,500.00</b>	<b>198,917,000.00</b>

**Oakland Schools**  
**Annual Budgeting Amendment Report**  
As of 3/27/2024

Location	Location Description		FY2024	FY2025
Type:	5	Expense Total:	Amendment	
			193,539,500.00	198,917,000.00

End of Report

**OAKLAND SCHOOLS SPECIAL EDUCATION  
FUNDED PROJECTS/GRANTS  
REVENUE AND EXPENDITURE BUDGET  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>	<b>% CHANGE</b>
<b>FUND 205</b>				
FUND EQUITY, BEGINNING OF YEAR				
Non-Spendable prepaids, inventory; and deposits	3,300	21,700	21,700	0.00%
Unassigned	(172,869)	(28,800)	(28,800)	0.00%
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>(169,569)</b>	<b>(7,100)</b>	<b>(7,100)</b>	<b>0.00%</b>
<b>OPERATING REVENUE</b>				
State Sources	1,693,344	3,000,000	2,850,000	-5.00%
Federal Sources	51,049,813	62,500,000	63,150,000	1.04%
<b>TOTAL REVENUE</b>	<b>52,743,157</b>	<b>65,500,000</b>	<b>66,000,000</b>	<b>0.76%</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>52,573,588</b>	<b>65,492,900</b>	<b>65,992,900</b>	<b>0.76%</b>
<b>EXPENDITURES</b>				
Support Services Pupil - 210	3,404,077	5,020,000	5,011,100	-0.18%
Support Services Instructional Staff - 220	501,757	900,000	784,400	-12.84%
Operation an Maintenance - 260	9,263	-	-	0.00%
Support Services Central - 280	760,452	900,000	909,100	1.01%
Non-Public School Pupils - 370	714,487	3,000,000	3,070,800	2.36%
Payments to Other Public Schools - 410	46,897,586	55,286,000	55,826,800	0.98%
Fund Modifications - 610	293,093	394,000	397,800	0.96%
<b>TOTAL EXPENDITURES</b>	<b>52,580,715</b>	<b>65,500,000</b>	<b>66,000,000</b>	<b>0.76%</b>
<b>FUND EQUITY, END OF YEAR</b>				
Non-Spendable prepaids, inventory; and deposits	21,713	21,700	21,700	0.00%
Unassigned	(28,840)	(28,800)	(28,800)	0.00%
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>(7,127)</b>	<b>(7,100)</b>	<b>(7,100)</b>	<b>0.00%</b>
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>52,573,588</b>	<b>65,492,900</b>	<b>65,992,900</b>	<b>0.76%</b>

**OAKLAND SCHOOLS  
SPECIAL EDUCATION FUND  
5-YEAR FORECAST**

04.02.2024

	<b>Amend 2 2023-24</b>	<b>Proposed 2024-25</b>	<b>Projection 2025-26</b>	<b>Projection 2026-27</b>	<b>Projection 2027-28</b>	<b>Projection 2028-29</b>	<b>Projection 2029-30</b>
<b>REVENUES:</b>							
Local Revenues:							
Property tax revenue	178,188,400	188,523,300	195,121,600	200,975,200	207,004,500	213,214,600	218,545,000
Investment revenue	3,404,000	2,382,800	1,334,200	1,373,200	1,413,500	1,455,000	1,490,600
Fee based service revenues	100,000	100,000	100,000	100,000	100,000	100,000	100,000
State Revenues	5,929,500	5,789,900	5,880,300	5,925,600	5,971,900	6,019,200	6,067,700
State Pmt in Lieu of Taxes	1,955,400	1,955,400	1,779,600	1,779,600	1,779,600	1,779,600	1,779,600
Other Financing Sources	250,000	250,000	250,000	250,000	250,000	250,000	250,000
<b>TOTAL REVENUES</b>	<b>189,827,300</b>	<b>199,001,400</b>	<b>204,465,700</b>	<b>210,403,600</b>	<b>216,519,500</b>	<b>222,818,400</b>	<b>228,232,900</b>
<b>EXPENDITURES:</b>							
Salaries/wages	10,474,700	11,224,800	11,483,000	11,747,100	12,017,300	12,293,700	12,576,500
Employee Benefits:							
FICA insurance	763,400	833,700	878,400	898,700	919,300	940,500	962,100
MPERS retirement program costs	3,091,500	3,431,600	3,617,400	3,737,600	3,861,800	3,990,100	4,122,700
MPERS Sec 147c	1,731,700	1,877,800	1,968,200	2,013,500	2,059,800	2,107,100	2,155,600
Healthcare insurance	1,423,900	1,649,700	1,715,700	1,784,300	1,855,700	1,929,900	2,007,100
Other employee insurances	405,000	426,900	448,200	470,600	494,100	518,800	544,700
Purchase Services	1,724,300	1,759,300	1,759,300	1,773,300	1,787,300	1,801,300	1,815,300
Supplies and Materials	312,100	314,200	317,300	320,500	323,700	326,900	330,200
Utilities	115,600	156,500	211,300	285,300	385,200	520,000	702,000
Capital Outlay	23,700	22,100	65,000	65,000	65,000	65,000	65,000
Capital Outlay: I.T. Refresh	50,000	100,000	48,400	48,400	48,400	48,400	48,400
Dues/Fees/Leases	416,200	425,600	425,600	425,600	425,600	425,600	425,600
Property tax abatement & delinquency WO	434,900	471,300	487,800	502,400	517,500	533,000	546,400
Operating Transfers - LEA base distribution	159,316,800	173,556,600	178,440,900	183,732,500	189,159,100	194,716,800	199,328,300
Operating Transfers - LEA add'l distribution	10,687,000	-	-	-	-	-	-
Operating Transfers - LEA support	2,453,600	2,453,600	2,450,000	2,450,000	2,450,000	2,450,000	2,450,000
Operating Transfer Out - SRF	19,100	19,100	19,100	19,100	19,100	19,100	19,100
Operating Transfer Out - QSCB	-	98,200	-	-	-	-	-
Operating Transfer Out - CP FUND 406:	96,000	96,000	96,000	96,000	96,000	96,000	96,000
<b>TOTAL EXPENDITURES</b>	<b>193,539,500</b>	<b>198,917,000</b>	<b>204,431,600</b>	<b>210,369,900</b>	<b>216,484,900</b>	<b>222,782,200</b>	<b>228,195,000</b>
<b>OPERATING EXCESS (DEFICIT):</b>	<b>(3,712,200)</b>	<b>84,400</b>	<b>34,100</b>	<b>33,700</b>	<b>34,600</b>	<b>36,200</b>	<b>37,900</b>

Based on budget

**OAKLAND SCHOOLS  
SPECIAL EDUCATION FUND  
5-YEAR FORECAST**

	<b>Amend 2 2023-24</b>	<b>Proposed 2024-25</b>	<b>Projection 2025-26</b>	<b>Projection 2026-27</b>	<b>Projection 2027-28</b>	<b>Projection 2028-29</b>	<b>Projection 2029-30</b>
<b>FUND BALANCES:</b>							
Beginning of Year:	20,298,900	16,586,700	16,671,100	16,705,200	16,738,900	16,773,500	16,809,700
Restricted-SE Ctr Renovation	15,496,100	15,496,100	15,496,100	15,496,100	15,496,100	15,496,100	15,496,100
Nonspendable	29,800	29,800	29,800	29,800	29,800	29,800	29,800
Restricted-Special Education	4,773,000	1,060,800	1,145,200	1,179,300	1,213,000	1,247,600	1,283,800
End of Year:	16,586,700	16,671,100	16,705,200	16,738,900	16,773,500	16,809,700	16,847,600
Restricted-SE Ctr Renovation	15,496,100	15,496,100	15,496,100	15,496,100	15,496,100	15,496,100	15,496,100
Nonspendable	29,800	29,800	29,800	29,800	29,800	29,800	29,800
Restricted-Special Education	1,060,800	1,145,200	1,179,300	1,213,000	1,247,600	1,283,800	1,321,700

End of Year Restricted FB as % of Exp net of LEA Transfers

5.0%      5.0%      5.0%      5.0%      5.0%      5.0%      5.0%



# **Career Focused Education Fund Original Budget and Five-Year Forecast**

April 2024  
Fiscal Year 2024-25

## CAREER FOCUSED EDUCATION FUND SPECIFIC ANALYSIS

### FUND OVERVIEW

The Oakland Schools Career Focused Education Fund is projected to have a FY 2024-25 year-end restricted fund balance (at the time of this printing) of \$3,693,400. Anticipated ending fund balances for FY 2023-24 and 2024-25 are detailed in the schedule below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
Non-Spendable - Prepaids	\$ 27,600	\$ 27,600
Restricted	7,829,600	3,693,400
Total Budgeted Ending Fund Balance	\$ 7,857,200	\$ 3,721,000

The FY 2024-25 revenue is projected to be \$53.8 million:

- Property taxes - \$46.1 million (86% of total revenue)
- Other local revenues - \$1.1 million
- State Source revenues - \$6.5 million
- Other Financing Source revenues - \$ 0.1 million

The FY 2024-25 expenditures are projected to be \$57.9 million:

- CFE – Campus & Other Program Operations - \$28.9 million
- LEA – Transfers & Direct Program Subsidies - \$5.7 million
- CFE – Plant & Fixed Charges - \$23.3 million

In compliance with Public Act 451 of 1976, MCL section 380.684, as amended by Public Act 45 of 2007, the following career and technical education programs are operated by the ISD and submitted for review in the Career Focused Education Fund Budget:

<u>State Program Code</u>	<u>State Program Name</u>
501	Agriculture, Agricultural Operations and Related Sciences
510	Marketing Sales and Services
523	Culinary Services
524	Educational General
531	Cosmetology
538	Public Safety/Protective Services
540	Construction Trades
541	Building Maintenance/Line Worker
548	Cyber Security
549	Collision Repair Technician (NATEF Certified)
550	Automobile Technician (NATEF Certified)
551	Medium & Heavy Truck Technician (NATEF Certified)
562	Graphics and Printing Technology and Communications
564	Machine Tool Technology
566	Welding, Brazing & Soldering
575	Mechatronics
580	Health Sciences, Therapeutic Services
595	Computer Programming/Programmer
597	Computer Systems Networking & Telecommunications

## **PROGRAM AND PERSONNEL**

The Career Focused Education (CFE) Fund budget provides leadership and support for a countywide K-12 Career Readiness System that guides students in making informed decisions about their career. The purpose of this funding is as follows:

- The CFE fund is directly responsible for operating four Oakland Schools Technical Campuses; promoting continuous improvement through quality initiatives; aligning instruction and curriculum with the Career Pathways and coordinating career development initiatives across Oakland County's 28 public school districts.
- K-12 Career Readiness Unit leads and coordinates career awareness, exploration, and preparation initiatives via direct services and indirect services to the 28 local districts. They oversee state and federal funding in Oakland County for career and technical education in local districts and OSTC campuses. They provide Education Development Plan (EDP) support and other career readiness resources as well. They create and support regional and local career readiness activities, events, and professional learning for students, parents, and educators.
- The CFE fund develops and coordinates models of teaching and learning for Career Technical Education (CTE), and oversees curriculum development, district coordination and accountability, online and electronic learning resources, Career Readiness summer offerings, integration of emerging technologies into career, post-secondary credit opportunities, business and community partnerships, support career and technical student organization competitions (CTSO), work-based learning opportunities, regional advisory committees, staff development, instruction and assessment.

In FY 2024-25 CTE staffing includes an increase of 5.0 FTE, including four new positions for programs under development in the areas of nanotechnology and robotics. Details of these exciting new programs and personnel changes can be found in the Enterprise Wide Executive Summary & Budget Assumptions under Staffing Changes.

### **Revenue**

- Property taxes have been budgeted to increase by 5.8% based on our projections and supported by those of the Oakland County Equalization Division.
- Interest revenue is projected to decrease due to the uncertain economic forecast.
- State Revenue is projected to stay flat for 2024-25, with the exception of Sec 147c MPERS UAAL Rate Stabilization revenue which is projected to increase due to the increase in the UAAL rate for 2024-25 and MPERS categoricals, 147a(3) and 147f, which were one-time funding in 2023-24 and as such are not included in the 2024-25 budget.

### **Expenditures**

- Campus program operations and their budgets have been aligned to meet the enrollment needs and maximize program offerings.
- Salary and benefit budgets were forecasted in fiscal year 2024-25 to reflect a 2.0% across-the-board salary increase for all staff, plus step increases for staff not on the top step of their respective salary schedule. All salary changes for union staff are subject to collective bargaining. Budgets for 2024-25 assume all staff positions are filled for the entire fiscal year with no vacancies, whereas 2023-24 budgets have been adjusted for unfilled positions and vacancies through February 2024.
- Property Tax abatements reflect a budget of .25% of the property tax revenue budget to address the Michigan Tax Tribunal unsettled claims.

Additional variances are included on the footnote pages.

## **FIVE-YEAR FORECAST OVERVIEW**

Following the Career-Focused Education Fund (CFEF) budget, is the CFEF five-year operating forecast model. Significant assumptions utilized in the model are identified below:

### **REVENUE**

1. Property tax revenues drive the revenue budget. Oakland Schools' property tax collection rate has been historically very high and stable. Oakland Schools utilizes projections obtained from Oakland County Equalization to create our taxable value forecasts. Based on the expectation of growth of the real-estate market, offset by the probability of Headlee rollbacks in the foreseeable future, property taxes are forecasted to increase by the following percentages:
  - a. 2025-26 3.5%
  - b. 2026-27 through 2028-29 3.0%
  - c. 2029-30 2.5%

The District will continue to watch these revenue forecasts for economic impact of the pandemic which could affect both property tax valuations in general along with Michigan Tax Tribunal cases.

2. The investment revenue forecast model uses a formula to generate the expected revenue figures for each fiscal year period. The investment revenue formula is comprised of 50% of the year's revenues plus 50% of the opening fund balance multiplied by the given fiscal year's expected investment rate of return. The factors relied upon in this forecast for growth in investment income are conservative and based on anticipated rates of return in the district's overnight sweep investment account. Significant effort will be placed on improving the rate of return on investment in the coming years while managing investments within the district's investment policy and state law. The current state of economic affairs as of April 2024 makes investment income uncertain. The District will continue to monitor investment returns and modify forecasts as deemed necessary on an ongoing basis.
3. Miscellaneous and other revenues are projected to remain flat through the balance of the forecast.
4. State source revenues of \$6.0 million in 2024-25 for the Career Focused Education Fund are comprised primarily of Section 61 and MPSERS Sec 147 funds. Section 61 funds are projected to remain flat for the duration of the five-year forecast model. MPSERS 147c revenues within State Revenues are projected to increase correspondingly to the expenditure increase for the same item, as 147c is revenue/expenditure neutral. The final significant component of state source revenues is State Payment in Lieu of Taxes which represents reimbursement to the organization for personal property tax losses by the Local Community Stabilization Authority.
5. Other Financing Sources consist of the indirect revenues associated with our grant management responsibilities and revenue received from Wayne RESA for Section 107 Adult Education monitoring responsibilities. This line item remains flat for the duration of the forecast.

### **EXPENDITURES**

1. This fund's forecast utilizes two salary/wage growth rate assumptions. The first rate is representative of the funds non-union personnel. Oakland Schools' non-union personnel salary

and wage cycle is fiscal year based with regards to step movement and salary schedule increases, when applicable. The forecast includes a salary/growth rate of 1.3%, which would be indicative of step movement from year to year.

The union wage assumption rate is also fiscal year based. The rate is comprised of an average of .89% for step increases as based on the current union contract.

The forecast includes a 1% increase for every year of the forecast.

2. The FICA rate is 7.65%. This rate is multiplied by the wage base (social security rate of 6.2% applied to individuals wages up to \$168,600 for calendar year 2023) to produce the FICA costs for the year.
3. There are 8 different retirement rates for school district employees, based on their hire date and/or their personal choice for retirement benefits.

The rates that are effective from October 1, 2023 through September 30, 2024 are:

	Basic/MIP with Premium Subsidy	Pension Plus with Premium Subsidy	Pension Plus PHF	Pension Plus to DC with PHF	Basic/MIP to DC with Premium Subsidy	Basic/MIP to DC with PHF	Basic/MIP with PHF	Pension Plus 2
Rate Chgd on Reported Payroll	31.34%	27.48%	26.23%	20.96%	22.21%	20.96%	30.09%	27.16%
MPSERS UAAL Stabilization Rate	16.89%	16.89%	16.89%	16.89%	16.89%	16.89%	16.89%	16.89%
Subtotal	48.23%	44.37%	43.12%	37.85%	39.10%	37.85%	46.98%	44.05%
DC Employer Mandatory	0.00%	0.00%	0.00%	4.00%	4.00%	4.00%	0.00%	0.00%
DC Employer Match	0.00%	1.00%	1.00%	3.00%	3.00%	3.00%	0.00%	1.00%
Personal Healthcare Fund (PHF)	0.00%	0.00%	2.00%	2.00%	0.00%	2.00%	2.00%	2.00%
<b>Total Rate Charged</b>	<b>48.23%</b>	<b>45.37%</b>	<b>46.12%</b>	<b>46.85%</b>	<b>46.10%</b>	<b>46.85%</b>	<b>48.98%</b>	<b>47.05%</b>

The forecasted rates for October 1, 2024 through September 30, 2025 contained in the Governor’s proposed FY25 budget are:

	Basic/MIP with Premium Subsidy	Pension Plus with Premium Subsidy	Pension Plus PHF	Pension Plus to DC with PHF	Basic/MIP to DC with Premium Subsidy	Basic/MIP to DC with PHF	Basic/MIP with PHF	Pension Plus 2
Rate Chgd on Reported Payroll	31.36%	27.52%	26.27%	20.96%	22.21%	20.96%	30.11%	27.16%
MPSERS UAAL Stabilization Rate	10.58%	10.58%	10.58%	10.58%	10.58%	10.58%	10.58%	10.58%
Subtotal	41.94%	38.10%	36.85%	31.54%	32.79%	31.54%	40.69%	37.74%
DC Employer Mandatory	0.00%	0.00%	0.00%	4.00%	4.00%	4.00%	0.00%	0.00%
DC Employer Match	0.00%	1.00%	1.00%	3.00%	3.00%	3.00%	0.00%	1.00%
Personal Healthcare Fund (PHF)	0.00%	0.00%	2.00%	2.00%	0.00%	2.00%	2.00%	2.00%
<b>Total Rate Charged</b>	<b>41.94%</b>	<b>39.10%</b>	<b>39.85%</b>	<b>40.54%</b>	<b>39.79%</b>	<b>40.54%</b>	<b>42.69%</b>	<b>40.74%</b>

In order to project a budgeted rate overall for Oakland Schools for 2024-25, an analysis of how many employees we have on each of these plans was studied. A blended rate, exclusive of UAAL, for budgeting retirement costs for 2024-25 has been established at 31.19%. The blended rate exclusive of UAAL has been projected for the duration of the five-year forecast at a 1.0% rate of increase annually.

4. The district provides health insurance to employees, adopting the “hard cap” on the dollar limits the district may pay for health insurance due to legislative mandates and district implementation choice. Future increases to the employer hard cap limits are subject to the medical consumer price index, which the district has no jurisdiction over. The forecast assumes an annual growth rate of 4.0% in the medical CPI for all five years of the forecast.

5. Purchased services accounts are forecasted to increase 2% for all years of the forecast due to inflation and contain other year-to-year adjustments as necessary. In 2023-24, the district received funding for partial reimbursement of a School Resource Officer (SRO) through a Michigan State Police grant, with the balance funded through local revenues. The district has an arrangement with the Oakland County Sheriff's Department to provide one SRO for each of the four technical campuses. Beginning in 2026-27, all SRO's will be 100% funded through local revenues.
6. Supply and material budgets as well as dues and fees are projected to grow by 1.0% for the duration of the forecast.
7. Ongoing utility annual cost increases at 4% are reflected in the assumption schedule.
8. The Capital Outlay budget agrees to the Oakland Schools 5-year Capital Outlay Plan that is being presented to the School Board for first reading on April 2, 2024. Oakland Schools has forecasted \$55,000, \$75,000 and \$20,000 to be expended for instructional capital, I.T. refresh capital and facilities non-instructional capital, respectively for all years of the forecast.

In addition, there are funds budgeted in the Campus Capital Projects Fund 404 for additional capital outlay needs. Operating transfers are budgeted to be made from the CFE Fund to the Campus Capital Projects Fund for renovation projects currently underway. Additional details can be found in the enterprise-wide executive summary.

9. The Campus Renovations Debt Service obligations are mainly funded by the related Debt Service Fund 311. To the extent possible, some transfers out from the CFEF fund into debt service are established in the forecast. The forecast contains transfers out to debt service of \$3.3 - \$3.8 million annually.

The annual debt service payments are \$2.5 million through 2036.

10. Dues, Fees and Miscellaneous expenditures budgets are held flat for the duration of the forecast.
11. The property tax abatement budget is set at .25% of budgeted annual property tax revenue for all years of this forecast.
12. Regional Programs consists of resource allocations designed to meet countywide regional plan priorities. Budgets also include early college/dual enrollment for students attending the Oakland Schools Technical Campuses and costs for students to obtain regional certifications or attend CTE competitions. Total funding for these programs is \$3.8 million annually throughout the entire forecast.
13. All years of the forecast include \$498,300 for operating costs for the STEM mobile classroom.
14. The Transportation Reimbursement Transfer to LEAs is set at \$1.8 million annually throughout the forecast.

**FUND BALANCE**

The forecast shows an estimated restricted fund balance of the following levels:

2025-26	\$3.2 million	5.6%
2026-27	\$2.9 million	5.1%
2027-28	\$4.1 million	7.2%
2028-29	\$4.4 million	7.3%
2029-30	\$7.7 million	13.3%

**OAKLAND SCHOOLS CAREER FOCUSED EDUCATION FUND  
REVENUE AND EXPENDITURE BUDGET  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>	<b>Notes</b>	<b>FY to FY PERCENTAGE CHANGE</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>					
Non-Spendable for Prepaids, Inventory & Deposits	39,974	27,600	27,600		0.00%
Restricted - Career Focused Education	7,080,085	6,853,100	7,829,600		14.25%
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>7,120,059</b>	<b>6,880,700</b>	<b>7,857,200</b>		<b>14.19%</b>
<b>REVENUE</b>					
<b>LOCAL SOURCES</b>					
Property Taxes	40,445,772	43,584,500	46,112,400	A	5.80%
Interest on Investments	866,508	948,000	663,600	B	-30.00%
Program Revenue	88,700	40,800	40,800		0.00%
Workshop Revenue	10,910	10,000	10,000		0.00%
Oakland County Competitive Robotics Assoc.	4,875	20,000	20,000		0.00%
Early College Tuition-District	289,928	348,000	348,000		0.00%
Miscellaneous Revenue	11,315	10,000	10,000		0.00%
<b>TOTAL LOCAL SOURCES</b>	<b>41,718,008</b>	<b>44,961,300</b>	<b>47,204,800</b>		<b>4.99%</b>
<b>STATE SOURCES</b>					
Voc Ed Sec 61a.1	2,444,202	2,007,000	2,007,000		0.00%
Voc Ed Administration Sec 61a.2	14,071	10,900	10,900		0.00%
CTE Early/Middle College Programs 61b	215,705	177,700	177,700		0.00%
CTE Per Pupil Incentive Sec 61d	60,889	-	-		0.00%
Section 147a(2) MPSERS Normal Cost Offset	359,081	374,900	374,900		0.00%
Section 147a(3) MPSERS Cost Offset ISDs & Districts	-	194,100	-	C	-100.00%
Section 147c MPSERS UAAL Rate Stabilization	4,833,347	3,313,700	3,363,400		1.50%
Section 147e MPSERS Employer DC Match	83,469	42,900	42,900		0.00%
Section 147f MPSERS UAAL Rate Reimb	-	86,300	-	C	-100.00%
MPSERS DC Credit	10,136	10,100	10,100		0.00%
Section 26.a Renaissance Zone	5,163	5,100	5,100		0.00%
Section 26d Brownfield	113,256	-	-		0.00%
State Payment in Lieu of Taxes	435,290	478,300	478,300		0.00%
<b>TOTAL STATE SOURCES</b>	<b>8,574,609</b>	<b>6,701,000</b>	<b>6,470,300</b>		<b>-3.44%</b>
<b>OTHER FINANCING SOURCES</b>					
Sec 107 Adult Ed - Wayne RESA	21,332	25,000	25,000		0.00%
Indirect Revenue	94,810	103,100	113,100		9.70%
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>116,142</b>	<b>128,100</b>	<b>138,100</b>		<b>7.81%</b>
<b>TOTAL REVENUE</b>	<b>50,408,759</b>	<b>51,790,400</b>	<b>53,813,200</b>		<b>3.91%</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>57,528,818</b>	<b>58,671,100</b>	<b>61,670,400</b>		<b>5.11%</b>
<b>EXPENDITURE SUMMARY:</b>					
CFE - Campus & Other Program Operations	26,484,430	26,712,600	28,943,300		8.35%
LEA - Transfers & Program Subsidies	5,371,211	5,700,000	5,713,000		0.23%
CFE - Plant & Fixed Charges	18,792,456	18,401,300	23,293,100		26.58%
<b>TOTAL EXPENDITURES</b>	<b>50,648,097</b>	<b>50,813,900</b>	<b>57,949,400</b>		<b>14.04%</b>
Operating Surplus/(Deficit)	(239,338)	976,500	(4,136,200)		-523.57%
<b>FUND EQUITY, END OF YEAR</b>					
Non-Spendable for Prepaids, Inventory & Deposits	27,578	27,600	27,600		0.00%
Restricted - Career Focused Education	6,853,143	7,829,600	3,693,400		-52.83%
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>6,880,721</b>	<b>7,857,200</b>	<b>3,721,000</b>		<b>-52.64%</b>
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>57,528,818</b>	<b>58,671,100</b>	<b>61,670,400</b>		<b>5.11%</b>

**OAKLAND SCHOOLS CAREER FOCUSED EDUCATION FUND  
EXPENDITURE BUDGET SUMMARY  
FISCAL YEAR 2024-2025**

<b>PROGRAM DESCRIPTION</b>		<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>	<b>Notes</b>	<b>FY to FY PERCENTAGE CHANGE</b>
<b>OAKLAND SCHOOLS OPERATIONS</b>						
018	Workshop Budget	4,002	9,800	9,800		0.00%
051	CFE- Early College	390,794	456,700	456,200		-0.11%
055	CFE - District & Campus Support-Instructional Services 127	783,843	62,200	87,000	D	39.87%
055	CFE.- Counseling 212	-	6,000	6,000		0.00%
055	CFE - District & Campus Support-Improvement of Instr. 221	2,142,915	2,193,300	3,076,300	E	40.26%
055	CFE - District & Campus Support-Supv & Dir 226	281,539	324,400	363,200		11.96%
055	CFE - District & Campus Support - Academic 227	129,691	65,000	65,000		0.00%
055	CFE - Campus Transportation 271	-	7,000	7,000		0.00%
055	CFE - Personnel Services 283	25,918	40,000	40,000		0.00%
055	CFE - District & Campus Support - Tech Support 284	210,082	246,500	246,500		0.00%
061	LEA - Transportation Support	1,799,999	1,800,000	1,800,000		0.00%
062	LEA STEMi Operational Budget	467,112	498,300	498,300		0.00%
063	LEA Career Readiness Allocation	3,545,485	3,593,000	3,606,000		0.36%
063	LEA - Career Readiness - OCCRA 0574	25,727	84,000	84,000		0.00%
064	LEA Career Readiness Camps	-	100,000	100,000		0.00%
065	LEA Career Readiness STEM	-	123,000	123,000		0.00%
091	Plant & Fixed Charges - Facility Operations	300,872	328,800	318,000		-3.28%
092	Plant & Fixed Charges - Telephone	47,302	57,100	57,100		0.00%
094	Plant & Fixed Charges - Capital Outlay	9,136	50,000	100,000	F	100.00%
	General Allocation	8,272,554	8,399,800	9,328,400	G	11.06%
095	Plant & Fixed Charges - Operating Transfers Out	10,127,100	9,423,100	13,338,200	H	41.55%
011	Property Tax Adjustments and Fees	35,492	142,500	151,400		6.25%
		<b>28,599,563</b>	<b>28,010,500</b>	<b>33,861,400</b>		<b>20.89%</b>
<b>NW CAMPUS OPERATIONS</b>						
056	NORTHWEST CAMPUS - Office Of The Principal 241	774,249	690,400	728,800		5.56%
	NORTHWEST CAMPUS - Ext Day & Summer School 127	177,137	190,100	179,100		-5.79%
	NORTHWEST CAMPUS - Counseling 212	296,179	257,400	250,900		-2.53%
	NORTHWEST CAMPUS - Social Work 216	208,482	167,100	162,800		-2.57%
	NORTHWEST CAMPUS - Custodial 261	404,268	411,500	446,300	I	8.46%
	NORTHWEST CAMPUS - Security 266	45,874	187,800	190,600		1.49%
	NORTHWEST CAMPUS - Transportation 271	13,596	26,800	26,800		0.00%
	NORTHWEST CAMPUS - Technical Support 284	103,051	119,000	125,100		5.13%
	NORTHWEST CAMPUS - Academic Support 0524	297,287	304,900	320,000		4.95%
	Agricultural Operations 0501	374,944	350,500	379,700		8.33%
	Marketing, Sales & Services 0510	88,034	91,200	95,100		4.28%
	Culinary Services 0523	368,678	391,000	395,100		1.05%
	Construction Trades 0540	156,290	229,200	229,300		0.04%
	Energy & Electric 0541	177,200	178,500	185,100		3.70%
	Collision Repair 0549	204,105	212,900	224,300		5.35%
	Automobile Technician 0550	242,995	252,800	266,000		5.22%
	Graphics Communications 0562	172,169	195,800	209,200		6.84%
	Mechatronics 0575	179,440	190,600	192,400		0.94%
	Health Sciences 0580	353,838	363,700	387,200		6.46%
	Computer Programming/Programmer 0595	251,106	196,200	268,700	J	36.95%
	COVID-Related Expenses 0911	39,065	-	-		0.00%
		<b>4,927,987</b>	<b>5,007,400</b>	<b>5,262,500</b>		<b>5.09%</b>
F56	NORTHWEST CAMPUS - Facilities	333,849	355,000	376,700		6.11%
056	<b>NW CAMPUS TOTAL</b>	<b>5,261,836</b>	<b>5,362,400</b>	<b>5,639,200</b>		<b>5.16%</b>

**OAKLAND SCHOOLS CAREER FOCUSED EDUCATION FUND  
EXPENDITURE BUDGET SUMMARY  
FISCAL YEAR 2024-2025**

PROGRAM DESCRIPTION		FY 2023 ACTUAL	FY 2024 AMENDMENT 2 BUDGET	FY 2025 PROPOSED BUDGET	Notes	FY to FY PERCENTAGE CHANGE
<b>OAKLAND SCHOOLS OPERATIONS</b>						
<b>SE CAMPUS OPERATIONS</b>						
057	SOUTHEAST CAMPUS - Office Of Principal 241	637,716	660,200	701,200		6.21%
	SOUTHEAST CAMPUS - Ext Day & Summer School 127	217,522	199,400	162,200		-18.66%
	SOUTHEAST CAMPUS - Counseling 212	221,602	225,100	254,800		13.19%
	SOUTHWEST CAMPUS - Social Work 216	164,835	143,200	169,700		18.51%
	SOUTHEAST CAMPUS - Custodial 261	667,765	628,500	703,300	I	11.90%
	SOUTHEAST CAMPUS - Security 266	68,577	197,000	207,700		5.43%
	SOUTHEAST CAMPUS - Transportation 271	13,552	18,900	18,000		-4.76%
	SOUTHEAST CAMPUS - Technical Support 284	105,125	119,600	125,200		4.68%
	SOUTHEAST CAMPUS - Academic Support 0524	282,438	300,500	320,400		6.62%
	Marketing, Sales & Services 0510	130,372	138,800	151,400		9.08%
	Culinary Services 0523	407,545	396,500	423,300		6.76%
	Public Safety 0538	145,254	155,500	161,700		3.99%
	Construction Trades 0540	236,636	240,300	255,500		6.33%
	Energy & Electric 0541	121,285	124,300	134,500		8.21%
	Cyber Security 0548	123,531	111,700	119,300		6.80%
	Collision Repair 0549	108,432	132,700	173,000	J	30.37%
	Automobile Technician 0550	197,249	243,400	254,500		4.56%
	Graphics Communications 0562	208,770	216,000	228,600		5.83%
	Welding, Brazing, & Soldering 0566	121,901	132,900	142,000		6.85%
	Mechatronics 0575	227,382	236,000	325,000	J	37.71%
	Health Sciences 0580	464,862	491,000	504,600		2.77%
	Computer Programming/Programmer 0595	168,363	172,500	179,300		3.94%
	COVID-Related Expenses 0911	9,972	-	-		0.00%
		5,050,686	5,284,000	5,715,200		8.16%
F57	SOUTHEAST CAMPUS - Facilities	293,648	382,100	404,100		5.76%
057	SE CAMPUS TOTAL	5,344,334	5,666,100	6,119,300		8.00%
<b>NE CAMPUS OPERATIONS</b>						
058	NORTHEAST CAMPUS - Office Of The Principal 241	652,309	719,600	762,200		5.92%
	NORTHEAST CAMPUS - Ext Day Instruction 127	315,516	271,900	218,700		-19.57%
	NORTHEAST CAMPUS - Counseling 212	245,065	261,800	258,600		-1.22%
	NORTHEAST CAMPUS - Social Work 216	223,050	147,400	148,300		0.61%
	NORTHEAST CAMPUS - Custodial 261	520,525	473,300	549,100	I	16.02%
	NORTHEAST CAMPUS - Security 266	101,430	207,900	236,200		13.61%
	NORTHEAST CAMPUS - Transportation 271	51,245	31,400	32,000		1.91%
	NORTHEAST CAMPUS - Technical Support 284	101,647	109,000	114,500		5.05%
	NORTHEAST CAMPUS - Academic Support 0524	270,317	287,600	301,300		4.76%
	Marketing, Sales & Services 0510	149,641	152,900	160,000		4.64%
	Culinary Services 0523	428,384	420,800	451,700		7.34%
	Cosmetology 0531	718,082	716,200	822,200	K	14.80%
	Construction Trades 0540	338,574	366,700	378,500		3.22%
	Collision Repair 0549	225,147	185,600	200,500		8.03%
	Automobile Technician 0550	212,364	205,200	219,800		7.12%
	Machine Tool Operation 0564	137,512	142,400	148,500		4.28%
	Welding, Brazing, & Soldering 0566	188,953	194,700	203,500		4.52%
	Mechatronics 0575	177,620	186,400	189,400		1.61%
	Health Sciences 0580	355,735	364,800	385,900		5.78%
	Computer Programming/Programmer 0595	208,237	211,800	219,300		3.54%
	Covid Related Expenses 0911	24,471	-	-		0.00%
		5,645,824	5,657,400	6,000,200		6.06%
F58	NORTHEAST CAMPUS - Facilities	302,231	332,900	373,200		12.11%
058	NE CAMPUS TOTAL	5,948,055	5,990,300	6,373,400		6.40%

**OAKLAND SCHOOLS CAREER FOCUSED EDUCATION FUND  
EXPENDITURE BUDGET SUMMARY  
FISCAL YEAR 2024-2025**

<b>PROGRAM DESCRIPTION</b>		<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>	<b>Notes</b>	<b>FY to FY PERCENTAGE CHANGE</b>
<b>OAKLAND SCHOOLS OPERATIONS</b>						
<b>SW CAMPUS OPERATIONS</b>						
059	SOUTHWEST CAMPUS - Office Of The Principal 241	641,160	671,100	720,800		7.41%
	SOUTHWEST CAMPUS - Ext Day & Summer School 127	179,928	190,900	173,300		-9.22%
	SOUTHWEST CAMPUS - Counseling 212	234,116	234,600	216,700		-7.63%
	SOUTHWEST CAMPUS - Social Work 216	152,861	159,700	155,800		-2.44%
	SOUTHWEST CAMPUS - Custodial 261	524,214	541,000	555,000	I	2.59%
	SOUTHWEST CAMPUS - Security 266	61,550	135,200	140,900		4.22%
	SOUTHWEST CAMPUS - Transportation 271	9,053	10,900	10,500		-3.67%
	SOUTHWEST CAMPUS - Technical Support 284	108,303	123,300	129,400		4.95%
	SOUTHWEST CAMPUS - Academic Support 0524	292,867	316,700	323,800		2.24%
	Agricultural Operations 0501	314,430	282,500	262,800		-6.97%
	Marketing, Sales & Services 0510	165,746	173,700	178,200		2.59%
	Culinary Services 0523	422,721	388,300	405,600		4.46%
	Collision Repair 0549	240,756	249,500	261,400		4.77%
	Automobile Technician 0550	240,573	255,400	265,500		3.95%
	Medium & Heavy Truck Technology 0551	148,438	154,500	159,600		3.30%
	Graphics Communications 0562	215,457	222,500	236,000		6.07%
	Welding, Brazing, & Soldering 0566	181,258	186,700	197,300		5.68%
	Mechatronics 0575	241,328	264,200	272,800		3.26%
	Health Sciences 0580	504,774	539,100	565,900		4.97%
	Computer Programming/Programmer 0595	149,845	156,600	161,700		3.26%
	Computer Systems Networking & Telecomm 0597	169,568	176,100	182,700		3.75%
	Covid Related Expenses 0911	13,100	-	-		0.00%
		5,212,046	5,432,500	5,575,700		2.64%
F59	SOUTHWEST CAMPUS - Facilities	282,263	352,100	380,400		8.04%
059	SW CAMPUS TOTAL	5,494,309	5,784,600	5,956,100		2.96%
	<b>TOTAL CAMPUS OPERATIONS</b>	<b>22,048,534</b>	<b>22,803,400</b>	<b>24,088,000</b>		<b>5.63%</b>
	<b>CAREER FOCUSED EDUCATION TOTAL</b>	<b>50,648,097</b>	<b>50,813,900</b>	<b>57,949,400</b>		<b>14.04%</b>

**OAKLAND SCHOOLS CAREER FOCUSED EDUCATION FUND BUDGET**

**FISCAL YEAR 2024-2025**

**FOOTNOTES - Highlighting line items that are +/-25% and/or +/- \$100K from last year**

- A The 5.8% increase in Property Tax revenue reflects the tax base growth and its impact on the district's property tax revenues as forecasted by the Oakland County Equalization Department.
- B The decrease in interest income is a conservative projection due to forecasted economic uncertainties.
- C Revenue in 2023-24 is one-time revenue per legislation.
- D The increase in District & Campus Support Instructional Services is for additional textbook/curriculum materials in 2024-25.
- E The increase in District & Campus Support Improvement of Instruction budgets are for four new positions that will directly benefit local districts. These new STEM consultants will be developing new programs in Nanotechnology and Robotics at the SE and SW campuses, respectively. See Executive Summary for additional information on these new programs.
- F Increases in capital outlay budgets are to align with the district's 5-year capital plan.
- G Changes are the result of position vacancies in 2023-24 which are fully funded in 2024-25 in departments which are partially allocated to this fund.
- H The increase reflects additional planned transfers to other funds in 2024-25. Increases include transfers to the CFE Campus Renovations Capital Projects Fund to help fund renovations to build secured entrances and welcome centers at all four campuses. Additional transfers also include those to the 2010 QSCB Defeasement Fund to provide resources to pay bond principal and interest payments.
- I The increase in custodial budgets is due to an anticipated rise in utility costs, most significantly electricity in 2024-25.
- J Changes are the result of position vacancies in 2023-24 which are fully funded in 2024-25.
- K Changes in Northeast Campus Cosmetology program include an additional instructional technician position based on student enrollment.

# Oakland Schools

## Annual Budgeting Amendment Report

As of 3/27/2024

	Function	Location Description	FY2024 Amendment	FY2025
<b>Type: 4 Revenue</b>				
	<b>Fund: 600</b>	Vocational Ed Fund		
	<b>Function: 000</b>	Not Applicable		
	<b>Function: 000</b>	Not Applicable	<b>Total:</b>	<b>51,790,400.00</b>
	<b>Fund: 600</b>	Vocational Ed Fund	<b>Total:</b>	<b>53,813,200.00</b>
	<b>Type: 4</b>	Revenue	<b>Total:</b>	<b>51,790,400.00</b>
<b>Type: 5 Expense</b>				
	<b>Fund: 600</b>	Vocational Ed Fund		
	<b>Function: 127</b>	Career & Technical		
	<b>Function: 127</b>	Career & Technical	<b>Total:</b>	<b>16,574,800.00</b>
	<b>Function: 211</b>	Truancy/Absenteeism Services		
	<b>Function: 211</b>	Truancy/Absenteeism Services	<b>Total:</b>	<b>134,800.00</b>
	<b>Function: 212</b>	Guidance Services		
	<b>Function: 212</b>	Guidance Services	<b>Total:</b>	<b>1,431,900.00</b>
	<b>Function: 216</b>	Social Work Services		
	<b>Function: 216</b>	Social Work Services	<b>Total:</b>	<b>617,400.00</b>
	<b>Function: 221</b>	Improve of Instruction		
	<b>Function: 221</b>	Improve of Instruction	<b>Total:</b>	<b>2,532,700.00</b>
	<b>Function: 225</b>	Technology Assisted Instructn		
	<b>Function: 225</b>	Technology Assisted Instructn	<b>Total:</b>	<b>104,300.00</b>
	<b>Function: 226</b>	Supv/Dir Instr Staff		
	<b>Function: 226</b>	Supv/Dir Instr Staff	<b>Total:</b>	<b>351,100.00</b>
	<b>Function: 227</b>	Academic Student Assessment		
	<b>Function: 227</b>	Academic Student Assessment	<b>Total:</b>	<b>65,000.00</b>
	<b>Function: 231</b>	Board of Education		
	<b>Function: 231</b>	Board of Education	<b>Total:</b>	<b>264,700.00</b>
	<b>Function: 232</b>	Exec Administration		
	<b>Function: 232</b>	Exec Administration	<b>Total:</b>	<b>886,600.00</b>
	<b>Function: 241</b>	Principal Office		
	<b>Function: 241</b>	Principal Office	<b>Total:</b>	<b>2,741,300.00</b>
	<b>Function: 252</b>	Fiscal Services		
	<b>Function: 252</b>	Fiscal Services	<b>Total:</b>	<b>1,198,900.00</b>
	<b>Function: 257</b>	Internal Services		
	<b>Function: 257</b>	Internal Services	<b>Total:</b>	<b>171,600.00</b>
	<b>Function: 259</b>	Oth Business Svcs		
	<b>Function: 259</b>	Oth Business Svcs	<b>Total:</b>	<b>160,000.00</b>
	<b>Function: 261</b>	Oper Bldg Svcs		
	<b>Function: 261</b>	Oper Bldg Svcs	<b>Total:</b>	<b>3,934,100.00</b>
	<b>Function: 266</b>	Security Services		
	<b>Function: 266</b>	Security Services	<b>Total:</b>	<b>740,000.00</b>
	<b>Function: 271</b>	Pupil Transportation Services		
	<b>Function: 271</b>	Pupil Transportation Services	<b>Total:</b>	<b>149,500.00</b>
	<b>Function: 281</b>	Plan, Research, Dev and Eval		
	<b>Function: 281</b>	Plan, Research, Dev and Eval	<b>Total:</b>	<b>238,600.00</b>
	<b>Function: 282</b>	Communication Services		
	<b>Function: 282</b>	Communication Services	<b>Total:</b>	<b>251,600.00</b>
	<b>Function: 283</b>	Staff/Personnel Svcs	<b>811</b>	

**Oakland Schools**  
**Annual Budgeting Amendment Report**  
As of 3/27/2024

Function		Location Description		FY2024	FY2025
			Total:	Amendment	
Function: 283	Staff/Personnel Svcs		Total:	1,065,800.00	1,110,000.00
Function: 284	Support Svcs Tech				
Function: 284	Support Svcs Tech		Total:	3,994,100.00	4,513,100.00
Function: 285	Pupil Accounting				
Function: 285	Pupil Accounting		Total:	203,000.00	197,800.00
Function: 289	Other Central Services				
Function: 289	Other Central Services		Total:	68,900.00	48,000.00
Function: 299	Other Support Services				
Function: 299	Other Support Services		Total:	203,500.00	255,800.00
Function: 411	Pymt to K12 Public W/In St				
Function: 411	Pymt to K12 Public W/In St		Total:	3,088,000.00	3,088,000.00
Function: 511	Debt Svc LT-Principal				
Function: 511	Debt Svc LT-Principal		Total:	218,600.00	218,600.00
Function: 627	Fund Mod-Co-op Activity				
Function: 627	Fund Mod-Co-op Activity		Total:	19,100.00	19,100.00
Function: 632	Fund Mod-2016 Debt				
Function: 632	Fund Mod-2016 Debt		Total:	3,300,000.00	3,300,000.00
Function: 634	Fund Mod-QSCB Defeasement				
Function: 634	Fund Mod-QSCB Defeasement		Total:	0.00	915,100.00
Function: 645	Fund Mod-CP CFE Reno				
Function: 645	Fund Mod-CP CFE Reno		Total:	6,000,000.00	9,000,000.00
Function: 647	Fund Mod-CP Adm Bldg Reno				
Function: 647	Fund Mod-CP Adm Bldg Reno		Total:	104,000.00	104,000.00
Fund: 600	Vocational Ed Fund		Total:	50,813,900.00	57,949,400.00
Type: 5	Expense		Total:	50,813,900.00	57,949,400.00

End of Report

# Oakland Schools

## Annual Budgeting Amendment Report

As of 3/27/2024

	Location	Location Description		FY2024 Amendment	FY2025
<b>Type: 4 Revenue</b>					
<b>Fund: 600</b>	Vocational Ed Fund				
	Location: 000	None	Total:	51,371,600.00	53,394,400.00
	Location: 013	Event Management Operations	Total:	10,000.00	10,000.00
	Location: 050	Career Focused Educ Admin	Total:	20,000.00	20,000.00
	Location: 051	OTC Early College	Total:	348,000.00	348,000.00
	Location: 055	District & Campus Support	Total:	0.00	0.00
	Location: 056	OSTC-NW	Total:	6,700.00	6,700.00
	Location: 057	OSTC-SE	Total:	4,500.00	4,500.00
	Location: 058	OSTC-NE	Total:	9,500.00	9,500.00
	Location: 059	OSTC-SW	Total:	20,100.00	20,100.00
	<b>Fund: 600</b>	<b>Vocational Ed Fund</b>	<b>Total:</b>	<b>51,790,400.00</b>	<b>53,813,200.00</b>
	<b>Type: 4</b>	<b>Revenue</b>	<b>Total:</b>	<b>51,790,400.00</b>	<b>53,813,200.00</b>

**Type: 5 Expense**

<b>Fund: 600</b>	Vocational Ed Fund				
	Location: 001	Office Of The Superintendent	Total:	208,600.00	211,900.00
	Location: 002	Deputy Supt-Education Services	Total:	162,000.00	170,300.00
	Location: 003	Asst Supt-Finance & Operations	Total:	81,700.00	93,100.00
	Location: 006	Cabinet Admin Services	Total:	33,800.00	32,800.00
	Location: 007	Specialized Student Support	Total:	20,900.00	0.00
	Location: 011	Financial Services	Total:	1,016,200.00	1,176,000.00
	Location: 013	Event Management Operations	Total:	193,700.00	246,000.00
	Location: 014	Government & Community Svcs	Total:	180,100.00	181,300.00
	Location: 018	Event Management-Workshops	Total:	9,800.00	9,800.00
	Location: 021	Oakland Opportunity Academy	Total:	0.00	0.00
	Location: 028	Tech Services-Licensing	Total:	429,300.00	422,400.00
	Location: 029	Tech Services Administration	Total:	80,800.00	123,000.00
	Location: 030	Technical Support Services	Total:	319,500.00	346,600.00
	Location: 032	Application Services	Total:	1,019,700.00	1,160,100.00
	Location: 033	Enterprise Tech Services	Total:	1,377,400.00	1,620,300.00
	Location: 038	Legal Affairs	Total:	447,300.00	509,200.00
	Location: 039	Records Management	Total:	4,300.00	4,300.00
	Location: 040	Auxiliary Services Admin	Total:	95,100.00	99,800.00
	Location: 041	Facilities Management	Total:	145,200.00	151,800.00
	Location: 042	Ofc of Procurement & Contracts	Total:	363,000.00	439,100.00
	Location: 044	Corporate & District Services	Total:	337,800.00	318,300.00
	Location: 045	Pupil Transportation	Total:	6,500.00	6,200.00
	Location: 047	Shipping & Receiving	Total:	78,000.00	79,400.00
	Location: 049	Communications Services	Total:	251,600.00	261,200.00
	Location: 051	OTC Early College	Total:	456,700.00	456,200.00
	Location: 055	District & Campus Support	Total:	2,944,400.00	3,891,000.00
	Location: 056	OSTC-NW	Total:	5,362,400.00	5,639,200.00
	Location: 057	OSTC-SE	Total:	5,666,100.00	6,119,300.00
	Location: 058	OSTC-NE	Total:	5,990,300.00	6,373,400.00
	Location: 059	OSTC-SW	Total:	5,784,600.00	5,956,100.00
	Location: 061	LEA Transportation Support	Total:	1,800,000.00	1,800,000.00
	Location: 062	STEMi	Total:	498,300.00	498,300.00
	Location: 063	Career Readiness	Total:	3,677,000.00	3,690,000.00
	Location: 064	Career Readiness Camps	Total:	100,000.00	100,000.00

**Oakland Schools**  
**Annual Budgeting Amendment Report**  
As of 3/27/2024

Location	Location Description	FY2024 Amendment	FY2025
Location: 065	CFE STEM Operations	Total: 123,000.00	123,000.00
Location: 081	School Culture and Climate	Total: 222,700.00	288,100.00
Location: 083	Human Resources	Total: 1,025,800.00	1,070,000.00
Location: 085	Instruction & Pedagogy	Total: 131,000.00	127,900.00
Location: 086	Research/Evaluation & Assess	Total: 236,600.00	253,600.00
Location: 087	Curriculum & Assessment	Total: 53,300.00	62,500.00
Location: 089	Leadership & School Improvemnt	Total: 20,400.00	24,600.00
Location: 091	Plant & Fixed-Plant Operations	Total: 328,800.00	318,000.00
Location: 092	Plant & Fixed-Telephone	Total: 57,100.00	57,100.00
Location: 094	Plant & Fixed-Capital Outlay	Total: 50,000.00	100,000.00
Location: 095	Transfers Out	Total: 9,423,100.00	13,338,200.00
Fund: 600	Vocational Ed Fund	Total: 50,813,900.00	57,949,400.00
Type: 5	Expense	Total: 50,813,900.00	57,949,400.00

End of Report

**OAKLAND SCHOOLS CAREER FOCUSED EDUCATION  
FUNDED PROJECTS/GRANTS  
REVENUE AND EXPENDITURE BUDGET  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>	<b>% CHANGE</b>
<b>FUND 605</b>				
FUND EQUITY, BEGINNING OF YEAR				
Unassigned	(22,635)	(26,600)	(26,600)	0.00%
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>(22,635)</b>	<b>(26,600)</b>	<b>(26,600)</b>	<b>0.00%</b>
OPERATING REVENUE				
Non-Educational Entity	162,710	243,500	95,700	-60.70%
State Sources	44,027	60,000	36,600	-39.00%
Federal Sources	1,728,471	2,120,000	1,967,700	-7.18%
<b>TOTAL REVENUE</b>	<b>1,935,208</b>	<b>2,423,500</b>	<b>2,100,000</b>	<b>-13.35%</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>1,912,573</b>	<b>2,396,900</b>	<b>2,073,400</b>	<b>-13.50%</b>
EXPENDITURES				
Basic Program - 110	12,931	6,000	5,700	-5.00%
Added Needs - 120	256,424	350,000	231,800	-33.77%
Support Services Pupil - 210	1,330,139	1,440,800	1,332,200	-7.54%
Support Services Instructional Staff - 220	206,073	280,000	253,400	-9.50%
Operation an Maintenance - 260	-	14,200	-	-100.00%
Pupil Transportation Services -270	12,009	32,500	21,000	-35.38%
Support Services Central - 280	119,830	250,000	216,800	-13.28%
Payments to Other Public Schools - 410	-	50,000	39,100	-21.80%
Fund Modifications - 610	1,750	-	-	0.00%
<b>TOTAL EXPENDITURES</b>	<b>1,939,156</b>	<b>2,423,500</b>	<b>2,100,000</b>	<b>-13.35%</b>
FUND EQUITY, END OF YEAR				
Unassigned	(26,583)	(26,600)	(26,600)	0.00%
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>(26,583)</b>	<b>(26,600)</b>	<b>(26,600)</b>	<b>0.00%</b>
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>1,912,573</b>	<b>2,396,900</b>	<b>2,073,400</b>	<b>-13.50%</b>

**OAKLAND SCHOOLS  
CAREER FOCUSED EDUCATION FUND  
5-YEAR FORECAST**

	Amend 2 2023-24	Proposed 2024-25	Projection 2025-26	Projection 2026-27	Projection 2027-28	Projection 2028-29	Projection 2029-30
<b>REVENUES:</b>							
Local Revenues:							
Property tax revenues	43,584,500	46,112,400	47,726,300	49,158,100	50,632,800	52,151,800	53,455,600
Investment revenue	948,000	663,600	514,500	523,400	435,700	463,100	478,400
Miscellaneous and other revenues	428,800	428,800	428,800	428,800	428,800	428,800	428,800
State Revenues	6,222,700	5,992,000	6,172,700	6,239,300	6,307,300	6,376,700	6,447,600
State payment in lieu of taxes	478,300	478,300	478,300	478,300	478,300	478,300	478,300
Other Financing Sources	128,100	138,100	138,100	138,100	138,100	138,100	138,100
<b>TOTAL REVENUES:</b>	<b>51,790,400</b>	<b>53,813,200</b>	<b>55,458,700</b>	<b>56,966,000</b>	<b>58,421,000</b>	<b>60,036,800</b>	<b>61,426,800</b>
<b>EXPENDITURES:</b>							
<b>Oakland Schools - Direct Programming:</b>							
Salaries/wages - Non union	7,262,000	8,287,800	8,478,400	8,673,400	8,872,900	9,077,000	9,285,800
Salaries/wages - Union	9,467,000	10,050,000	10,239,900	10,433,400	10,630,600	10,831,500	11,036,200
Total Salaries/wages	16,729,000	18,337,800	18,718,300	19,106,800	19,503,500	19,908,500	20,322,000
Employee Benefits:							
FICA insurance	1,203,400	1,340,300	1,431,900	1,461,700	1,492,000	1,523,000	1,554,600
MPERS retirement program costs	4,948,900	5,598,800	5,896,600	6,079,200	6,267,500	6,461,600	6,661,800
MPERS Sec 147c	2,777,600	3,027,600	3,208,300	3,274,900	3,342,900	3,412,300	3,483,200
Healthcare insurance	2,326,700	2,620,000	2,724,800	2,833,800	2,947,200	3,065,100	3,187,700
Other employee insurances	813,500	826,900	868,200	911,600	957,200	1,005,100	1,055,400
Purchased Services	3,891,300	3,886,600	4,012,300	4,152,500	4,235,600	4,320,300	4,406,700
Supplies and Materials	1,370,500	1,402,400	1,416,400	1,430,600	1,444,900	1,459,300	1,473,900
Utilities Costs	721,900	898,800	934,800	972,200	1,011,100	1,051,500	1,093,600
Capital Outlay-instructional equipment	-	-	55,000	55,000	55,000	55,000	55,000
Capital Outlay-IT Refresh	50,000	100,000	75,000	75,000	75,000	75,000	75,000
Capital Outlay-facility, non-instruct capital	2,000	2,000	20,000	20,000	20,000	20,000	20,000
Dues/Fees/Leases	138,000	141,100	141,100	141,100	141,100	141,100	141,100
Property tax abatement & delinquency WO	106,400	115,300	119,300	122,900	126,600	130,400	133,600
Operating Transfers Out - CPF 404	6,000,000	9,000,000	6,700,000	6,900,000	5,900,000	7,000,000	4,200,000
Operating Transfers Out - CPF 406	104,000	104,000	104,000	104,000	104,000	104,000	104,000
Operating Transfers Out - Debt Service*	3,300,000	4,215,100	3,300,000	3,300,000	3,300,000	3,800,000	3,800,000
Operating Transfers Out - SRF	19,100	19,100	19,100	19,100	19,100	19,100	19,100
Operating Transfers Out - LEAs	191,800	193,800	134,000	134,000	134,000	134,000	134,000
Total Expenditure - Direct Programming	44,694,100	51,829,600	49,879,100	51,094,400	51,076,700	53,685,300	51,920,700

**OAKLAND SCHOOLS  
CAREER FOCUSED EDUCATION FUND  
5-YEAR FORECAST**

	Amend 2 2023-24	Proposed 2024-25	Projection 2025-26	Projection 2026-27	Projection 2027-28	Projection 2028-29	Projection 2029-30
<b>Oakland Schools - Regional Programs:</b>							
Tuition - Early College/Dual Enrollment	392,000	392,000	392,000	392,000	392,000	392,000	392,000
Regional certifications/competitions	118,500	118,500	118,500	118,500	118,500	118,500	118,500
K-12 Career Readiness - LEA support	3,311,000	3,311,000	3,311,000	3,311,000	3,311,000	3,311,000	3,311,000
PS - STEM mobile classroom	498,300	498,300	498,300	498,300	498,300	498,300	498,300
Regional Programs - LEA support	4,319,800	4,319,800	4,319,800	4,319,800	4,319,800	4,319,800	4,319,800
Transportation Reimbursement - LEA support	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Total Expenditures - Regional Programs	6,119,800	6,119,800	6,119,800	6,119,800	6,119,800	6,119,800	6,119,800
<b>GRAND TOTAL EXPENDITURES</b>	50,813,900	57,949,400	55,998,900	57,214,200	57,196,500	59,805,100	58,040,500
<b>GRAND TOTAL EXCESS/(DEFICIT)</b>	976,500	(4,136,200)	(540,200)	(248,200)	1,224,500	231,700	3,386,300
<b>FUND BALANCES:</b>							
Beginning of Year - Non-spendable	27,600	27,600	27,600	27,600	27,600	27,600	27,600
Beginning of Year - Restricted	6,853,100	7,829,600	3,693,400	3,153,200	2,905,000	4,129,500	4,361,200
Beginning of Year - Total	6,880,700	7,857,200	3,721,000	3,180,800	2,932,600	4,157,100	4,388,800
End of Year - Non-spendable	27,600	27,600	27,600	27,600	27,600	27,600	27,600
End of Year - Restricted	7,829,600	3,693,400	3,153,200	2,905,000	4,129,500	4,361,200	7,747,500
End of Year - Total	7,857,200	3,721,000	3,180,800	2,932,600	4,157,100	4,388,800	7,775,100
End of Year Restricted FB as % of Exp.	15.4%	6.4%	5.6%	5.1%	7.2%	7.3%	13.3%



**Special Revenue, Debt Service, Capital  
Projects, Enterprise and Internal  
Service Funds  
Original Budget**

April 2024  
Fiscal Year 2024-25

**SPECIAL REVENUE FUNDS  
FUND SPECIFIC ANALYSIS**

**Shared Services & Tuition Programs Fund 270**

The Shared Services & Tuition Programs Fund is a cost-recovery fund that accounts for all tuition programs of the District as well as shared services engagements and other special programs. The following operations are accounted for in this fund:

- Virtual Learning Academy Consortium (VLAC) K-8 and 9-12
- Accelerated College Experience
- Graduation Alliance
- Shared Services
- Foreign Exchange Program

This fund is projected to have a FY 2024-25 year-end committed fund balance of \$3,764,900. Anticipated ending fund balances for FY 2023-24 and 2024-25 are detailed in the schedule below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
Non-Spendable - Prepays	\$ 10,700	\$ 10,700
Committed fund balance	3,776,500	3,764,900
<b>Total Budgeted Ending Fund Balance</b>	<b>\$ 3,787,200</b>	<b>\$ 3,775,600</b>

FY 2024-25 revenue is projected to be \$19.3 million:

- Tuition revenue - \$4.0 million
- Graduation Alliance - \$1.9 million
- Foreign Exchange - \$.2 million
- Shared Services - \$11.0 million
- State Aid Revenue (Sec 147) - \$1.6 million
- Indirect and other revenue - \$.6 million

FY 2024-25 operational expenses are projected to be \$19.3 million:

- Tuition program expenditures - \$3.8 million
- Graduation Alliance - \$1.9 million
- Foreign Exchange - \$.1 million
- Shared Services, including administration - \$13.5 million

Staffing levels in this fund are currently budgeted at a 1.0 FTE decrease due to changes in business office intergovernmental agreements. Staffing is completely dependent on existing intergovernmental agreements for shared services and based on enrollment in tuition programs. It will be reevaluated as necessary throughout 2024-25.

**Oakland Network for Education Fund 271**

The Oakland Network for Education (ONE) is a fiber-based data network connecting twenty-nine consortium members in Oakland County. Also contained in this fund is funding for certain countywide collaborative programs. In 2023-24 a \$1.9 million ONE infrastructure update was done resulting in higher expenditures in that year. This fund is projected to have a FY 2024-25

year-end committed fund balance of \$11,418,700. Anticipated ending fund balances for FY 2023-24 and 2024-25 are detailed in the schedule below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
Non-Spendable - Prepays	\$ 15,700	\$ 15,700
Committed fund balance	11,899,300	11,418,700
Total Budgeted Ending Fund Balance	\$ 11,915,000	\$ 11,434,400

FY 2024-25 revenue is projected to be \$1.4 million:

- Operating Transfer In, including Oakland Schools Fees - \$.5 million
- ONE Fees - \$.5 million
- E-Rate Revenue & Interest - \$.4 million

FY 2024-25 expenditures are projected to be \$1.8 million:

- Literacy Essentials Oakland - \$.9 million
- Numeracy Initiative - \$.3 million
- Professional Services, Maintenance, Capital & Other - \$.6 million

### **Medicaid Fund 273**

The Medicaid Fund contains the transactions of the Medicaid School Services Program, which is a fee-based program. All Medicaid revenues, less operational expenses of the program are distributed to participating constituent districts and as such the fund is expected to have no committed fund balance at year end.

FY 2024-25 revenue is projected to be \$14.9 million:

- Medicaid Fees (State and Federal) - \$14.5 million
- Interest income & other local revenue - \$.3 million
- State Revenue (MPSERS Sec 147) & Other - \$.1 million

FY 2024-25 expenditures are projected to be \$14.9 million:

- Wages & Benefits - \$.6 million
- Facility & Program Operations - \$.2 million
- Transfers to LEAs - \$14.1 million

### **HR/Finance Consortium Fund 277**

The HR/Finance Consortium is a result of a collaborative effort between twenty-two (22) Oakland County school districts to select a county-wide Enterprise Resource Planning system for HR and financial applications. The 22 school districts have undergone conversion to the new application in phases. In FY 2012-13 through FY 2015-16 Oakland Schools transferred a net \$4,875,000 from the Collaborative Program Development Initiative (CPDI) Fund, which is a component of the ONE Fund 271, to subsidize the per student cost for all participating districts. In addition, The ONE Fund granted \$.7 million to the Consortium for startup costs, which has been repaid in installments through 2023-24. Anticipated ending fund balances for FY 2023-24 and 2024-25 are detailed in the schedule below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
Committed fund balance	\$ 551,800	\$ 575,200

FY 2024-25 revenue is projected to be \$1.3 million:

- District Consortium Fees - \$1.1 million
- State Revenue (MPERS Sec 147) & Other - \$.2 million

FY 2024-25 operational expenses are projected to be \$1.3 million:

- Salaries and benefits - \$.8 million
- Purchased services, supplies and capital outlay - \$.5 million

### **School Activities Fund 290**

Due to the issuance of Governmental Accounting Standards Board (GASB) 84, Fiduciary Activities, Oakland Schools created a School Activities Fund in 2019-20 to report activities previously considered fiduciary activities, but no longer meeting that definition per GASB 84. Projected revenues and expenditures both total \$180,000. This fund has a projected ending fund balance of \$256,200 in both FY 2023-24 and 2024-25.

### **DEBT SERVICE FUNDS – FUND SPECIFIC ANALYSIS**

Oakland Schools maintains three debt service funds as follows:

The Debt Service Fund 311 – 2016 Refunding Bonds accounts for the partial refunding of the 2007 CFE Campus Renovation Bonds. The remainder of the unrefunded bonds were paid off in May 2017. The bonds have a debt payment schedule through 2036.

The Debt Service Fund 313 – Qualified School Construction Bond (QSCB) accounts for the 2010 bond which was used to fund Oakland Schools’ renovations of the Administration Building and Career Focused Education Campuses. Resources are accumulated in this fund and transferred to the Debt Service Fund 314 annually in order to make semi-annual interest payments and annual set-aside payment. In 2024-25, additional resources are being provided from the five funds that benefited from the original bond issuance to put this fund in a better position to make required payments. The debt payment schedule runs through 2027.

The Debt Service Fund 314 – Qualified School Construction Bond Construction Reserve Fund accounts for the required annual set-aside payments for the QSCB Bond. Upon the bonds’ maturity in 2027, the assets set aside and invested will pay the bond principal.

Anticipated ending fund balances for FY 2023-24 and 2024-25 for the three debt service funds are detailed in the schedule below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
DSF 311 - 2016 Refunding Bonds Restricted Fund Balance	\$ 7,595,500	\$ 8,701,100
DSF 313 - QSCB Restricted Fund Balance	\$ 500,800	\$ 1,150,300
DSF 314 - QSCB Construction Reserve Fund Restricted Fund Balance	\$ 11,196,800	\$ 11,804,000

FY 2024-25 revenue consists primarily of operating transfers to fund debt service, interest earnings and a Federal interest subsidy in the QSCB Construction Reserve Fund.

FY 2024-25 expenditures consist of principal and interest payments, along with minor investment advisory service fees.

**CAPITAL PROJECT FUNDS – FUND SPECIFIC ANALYSIS**

**CFE Technical Campus Renovations Phase II Project – Fund 404**

Oakland Schools Career Focused Education Technical Campus Renovations continue based on need at each of the four technical campuses. Anticipated ending fund balances for FY 2023-24 and 2024-25 are detailed in the schedule below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
Non-Spendable - Prepays	\$ 59,300	\$ 59,300
Committed fund balance	16,982,000	8,532,800
Total Budgeted Ending Fund Balance	\$ 17,041,300	\$ 8,592,100

FY 2024-25 revenue is projected to be \$9.8 million which consists of interest earned and an operating transfer in from the Career Focused Education Fund of \$9.0 million.

FY 2024-25 expenditures are projected to be \$18.2 million, consisting of various facility renovations detailed in the 5-year capital plan of the organization. Significant projects in 2024-25 include campus secured entrance/welcome center renovations, corridor refresh and roof replacements at two campuses. These projects may span multiple fiscal years from 2023-24 to 2025-26.

**Administration Building Renovation & Maintenance – Fund 406**

The Administration Building Renovation & Maintenance Capital Projects Fund 406 contains funding for various capital projects as necessary at the Administration Building & Conference Center in the following categories: roof replacement, information technology updates, maintenance, energy updates, accessibility upgrades, audio/visual upgrades, furniture and equipment and security upgrades. FY 2023-24 and 2024-25 fund balances are detailed in the schedule below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
Committed fund balance	\$ 103,900	\$ 103,900
Non-Spendable Prepays & Inventory	10,981,600	13,351,800
Total Budgeted Ending Fund Balance	\$ 11,085,500	\$ 13,455,700

FY 2024-25 revenue is projected to be \$3.8 million and consists of interest earned and operating transfers from the GEF, SEF and CFEF for future projects.

FY 2024-25 expenditures are projected to be \$1.4 million consisting of various facility renovations detailed in the 5-year capital plan of the organization, including roof and boiler replacement. These projects may span multiple fiscal years from 2023-24 to 2025-26.

**ENTERPRISE FUND – FUND SPECIFIC ANALYSIS**

**Production Print Enterprise Fund – FUND 710**

The Production Print Enterprise Fund accounts for all operations of the District’s full-service print shop operations. In FY 2020-21, the district retroactively applied GASB 68, *Accounting and Financial Reporting for Pensions* and GASB 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions* to the Print Production Enterprise Fund. The application of these standards resulted in a negative fund balance due to the recording of the fund’s share of statewide pension and OPEB liabilities. Anticipated ending net assets for this fund for FY 2023-24 and 2024-25 are detailed in the schedule below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
Net investment in capital assets	\$ 13,200	\$ 13,200
Unrestricted net position	(990,300)	(988,500)
Total net position	\$ (977,100)	\$ (975,300)

FY 2024-25 revenue is projected to be \$1.8 million:

- Operating Revenue - \$1.7 million
- State Revenue (MPERS Sec 147) & other - \$.1 million

FY 2024-25 expenditures are projected to be \$1.8 million:

- Wages & Benefits - \$.5 million
- Purchased Services - \$.6 million
- Supplies, Materials & Other - \$.6 million
- Facility Operations - \$.1 million

**INTERNAL SERVICE FUNDS – FUND SPECIFIC ANALYSIS**

**Risk Related Activity Fund (RRAF) – FUND 810**

The RRAF is an internal service fund in which all insurances of the district are reported. This fund is projected to have FY 2024-25 year-end total net assets of \$2.8 million. Anticipated net assets for FY 2023-24 and 2024-25 are detailed in the schedule below:

	FY 2023-24 Amend 2 Budget	FY 2024-25 Budget
Claim Fluctuation Reserve - Health Care Insurance	\$ 100,000	\$ 100,000
Claim Fluctuation Reserve - Dental Insurance	277,000	275,100
Claim Fluctuation Reserve - Vision Insurance	31,000	30,800
Claim Fluctuation Reserve - Life Insurance	1,700	1,600
Claim Fluctuation Reserve - Short/Long Term Disability Insurance	11,700	11,200
Claim Fluctuation Reserve - Workers Compensation Insurance	15,000	15,000
Claim Fluctuation Reserve - Unemployment Insurance	50,000	50,000
Claim Fluctuation Reserve - General Liability Insurance	900	900
Claim Fluctuation Reserve - Errors & Omissions Insurance	600	600
Claim Fluctuation Reserve - Professional Liability	720,000	760,000
Claim Fluctuation Reserve - Building, Vehicle & Other Insurance	6,600	6,600
Claim Fluctuation Reserve - Cyber Liability	1,000,000	1,000,000
Contingency Reserve - W/C Settlements	100,000	100,000
Contingency Reserve - P/C Settlements	72,900	72,900
Contingency Reserve - Wellbeing	-	-
Retained Earnings	355,800	403,800
Total Net Position	\$ 2,743,200	\$ 2,828,500

Note: The district has fully funded (100%) its compensated absence liabilities through June 30, 2023, and will continue to fund the liabilities annually. The accruals currently reflected on the fund's balance sheet for compensated absences total \$3.3 million. For the year ending June 30, 2025, the District will be implementing GASB 101, Compensated Absences. District officials are evaluating the impact of this new pronouncement and adjustments, if necessary, will be made throughout the amendment process in 2024-25.

**OAKLAND SCHOOLS COOPERATIVE SERVICE FUND BUDGET  
 SHARED SERVICES & TUITION PROGRAMS FUND 270  
 FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>			
Non-spendable for prepaids and deposits	81,641	10,700	10,700
Committed	5,749,557	4,557,100	3,776,500
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>5,831,198</b>	<b>4,567,800</b>	<b>3,787,200</b>
<b>REVENUE</b>			
<b>LOCAL SOURCES</b>			
Interest Earned	87,695	70,000	54,300
Virtual Learning Academy Tuition	2,838,720	2,234,800	2,970,000
Virtual Learning Academy Tuition Refund	(2,600,000)	(975,000)	-
Accelerated College Experience Tuition	798,700	779,100	1,029,000
Accelerated College Experience Tuition Refund	-	(85,000)	-
Graduation Alliance	1,663,829	1,900,000	1,900,000
Foreign Exchange Program	321,000	138,000	180,000
Shared Services	11,014,785	11,205,500	10,985,900
Misc. Revenue	3,324	5,000	5,000
<b>TOTAL LOCAL SOURCES</b>	<b>14,128,053</b>	<b>15,272,400</b>	<b>17,124,200</b>
<b>STATE SOURCES</b>			
Section 147a(2) MPSERS Normal Cost Offset	135,835	171,300	171,300
Section 147a(3) MPSERS Cost Offset ISDs & Districts	-	88,700	-
Section 147c MPSERS UAAL Rate Stabilization	1,964,558	1,513,900	1,444,200
Section 147e MPSERS Employer DC Match	31,575	19,600	19,600
Section 147f MPSERS UAAL Rate Reimb	-	39,400	-
<b>TOTAL STATE SOURCES</b>	<b>2,131,968</b>	<b>1,832,900</b>	<b>1,635,100</b>
<b>FEDERAL SOURCES</b>			
Erate	9,970	20,000	-
<b>TOTAL FEDERAL SOURCES</b>	<b>9,970</b>	<b>20,000</b>	<b>-</b>
<b>OTHER FINANCING SOURCES</b>			
Indirect Revenue	527,571	536,600	522,700
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>527,571</b>	<b>536,600</b>	<b>522,700</b>
<b>TOTAL REVENUE</b>	<b>16,797,562</b>	<b>17,661,900</b>	<b>19,282,000</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>22,628,760</b>	<b>22,229,700</b>	<b>23,069,200</b>
<b>EXPENDITURES</b>			
Virtual Learning Academy	2,114,281	2,248,700	2,797,100
Oakland Accelerated College Experience	800,674	847,400	972,300
Graduation Alliance	1,566,895	1,850,200	1,846,900
Foreign Exchange Program	232,392	111,700	138,900
Shared Services	13,008,036	12,801,100	13,203,200
Cost Recovery & Tuition Program Administration	338,681	583,400	335,200
<b>TOTAL EXPENDITURES</b>	<b>18,060,959</b>	<b>18,442,500</b>	<b>19,293,600</b>
<b>FUND EQUITY, END OF YEAR</b>			
Non-spendable for prepaids and deposits	10,663	10,700	10,700
Committed	4,557,138	3,776,500	3,764,900
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>4,567,801</b>	<b>3,787,200</b>	<b>3,775,600</b>
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>22,628,760</b>	<b>22,229,700</b>	<b>23,069,200</b>

**OAKLAND SCHOOLS COOPERATIVE SERVICE FUND BUDGET  
OAKLAND NETWORK FOR EDUCATION FUND 271  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>			
Non-spendable for prepaids and deposits	129,268	15,700	15,700
Committed	9,940,269	13,996,000	11,899,300
<b>FUND EQUITY, BEGINNING OF YEAR</b>	<b>10,069,537</b>	<b>14,011,700</b>	<b>11,915,000</b>
<b>REVENUE</b>			
Operating Transfer In - GEF	613,400	413,400	413,400
Operating Transfer In - SEF	6,600	6,600	6,600
Operating Transfer In - CFEF	6,600	6,600	6,600
Operating Transfer In - HR/Finance Consortium	100,000	50,000	-
CTN Revenue	2,820,678	-	-
ONE capital outlay fees	532,663	529,400	529,400
Erate Discount	65,069	20,000	69,000
Interest Earned	422,237	390,000	337,500
<b>TOTAL REVENUE</b>	<b>4,567,247</b>	<b>1,416,000</b>	<b>1,362,500</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>14,636,784</b>	<b>15,427,700</b>	<b>13,277,500</b>
<b>EXPENDITURES</b>			
Expenditures	625,116	3,512,700	1,843,100
<b>TOTAL EXPENDITURES</b>	<b>625,116</b>	<b>3,512,700</b>	<b>1,843,100</b>
<b>FUND EQUITY, END OF YEAR</b>			
Non-spendable for prepaids and deposits	15,728	15,700	15,700
Committed	13,995,940	11,899,300	11,418,700
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>14,011,668</b>	<b>11,915,000</b>	<b>11,434,400</b>
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>14,636,784</b>	<b>15,427,700</b>	<b>13,277,500</b>

**OAKLAND SCHOOLS COOPERATIVE SERVICE FUND BUDGET  
OAKLAND NETWORK FOR EDUCATION FUND 271  
FISCAL YEAR 2024-2025**

<b>PROGRAM DESCRIPTION</b>			<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
221	XXXX	Literacy Essentials Oakland - CPDI	223,121	903,600	904,100
221	XXXX	Numeracy Initiative - CPDI	-	-	300,000
231	3170	Legal Fees	-	5,000	5,000
284	3190	Other Professional & Tech Services	179,009	278,100	100,000
284	3450	Copyright Fees/Software Licenses		133,200	133,200
284	4120	Equipment Repair & Maintenance	218,461	230,000	220,000
284	5990	Misc Supplies & Materials	4,525	10,000	10,000
456	6220	ONE Infrastructure	-	1,942,800	-
284	6410	New Equip/Furniture-Depreciable	-	10,000	10,000
0634	8270	ONE Fund Transfer to Fund 313	-	-	160,800
<b>OAKLAND NETWORK FOR EDUCATION FUND</b>			<b>625,116</b>	<b>3,512,700</b>	<b>1,843,100</b>

**OAKLAND SCHOOLS COOPERATIVE SERVICE FUND BUDGET  
 MEDICAID FUND 273  
 FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>			
Non-spendable - prepaids & deposits	3,363	1,900	1,900
Committed	(3,363)	-	-
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>-</b>	<b>1,900</b>	<b>1,900</b>
<b>REVENUE</b>			
<b>LOCAL SOURCES</b>			
Medicaid Cost Recovery Fees	243,983	259,200	378,100
Medicaid Service Fees	14,940,935	12,597,300	12,597,300
Medicaid Service Fees - Caring 4 Students	819,195	726,000	892,000
Interest Earned	381,868	390,000	312,000
<b>TOTAL LOCAL SOURCES</b>	<b>16,385,981</b>	<b>13,972,500</b>	<b>14,179,400</b>
<b>STATE SOURCES</b>			
Section 147a(2) MPSERS Normal Cost Offset	6,245	7,300	7,700
Section 147a(3) MPSERS Cost Offset ISDs & Districts	-	3,800	-
Section 147c MPSERS UAAL Rate Stabilization	87,339	64,300	58,300
Section 147e MPSERS Employer DC Match	1,452	800	500
Section 147f MPSERS UAAL Rate Reimb	-	1,700	-
<b>TOTAL STATE SOURCES</b>	<b>95,036</b>	<b>77,900</b>	<b>66,500</b>
<b>FEDERAL SOURCES</b>			
Medicaid Outreach Fees	681,469	638,000	638,000
<b>TOTAL REVENUE</b>	<b>17,162,486</b>	<b>14,688,400</b>	<b>14,883,900</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>17,162,486</b>	<b>14,690,300</b>	<b>14,885,800</b>
<b>EXPENDITURES</b>			
Expenditures	17,160,631	14,688,400	14,883,900
<b>TOTAL EXPENDITURES</b>	<b>17,160,631</b>	<b>14,688,400</b>	<b>14,883,900</b>
<b>FUND EQUITY, END OF YEAR</b>			
Non-Spendable for Prepaids, Inventory & Deposits	1,855	1,900	1,900
Committed	-	-	-
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>1,855</b>	<b>1,900</b>	<b>1,900</b>
<b>TOTAL EXPENDITURES AND ENDING BALANCE</b>	<b>17,162,486</b>	<b>14,690,300</b>	<b>14,885,800</b>

**OAKLAND SCHOOLS COOPERATIVE SERVICE FUND BUDGET  
 MEDICAID FUND 273  
 FISCAL YEAR 2024-2025**

<b>PROGRAM DESCRIPTION</b>		<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b><i>SALARIES</i></b>				
1390	Other Prof Business Salary	269,627	277,700	289,100
1620	Secretarial/Clerical/Bookkeeper	49,916	52,400	53,300
1760	Compensated Absences	(2,463)	3,000	3,000
<b>Salary Total:</b>		<b>317,080</b>	<b>333,100</b>	<b>345,400</b>
<b><i>EMPLOYEE BENEFITS</i></b>				
2110	Group Life Insurance	250	300	300
2121	Long Term Disability	659	700	700
2122	Short Term Disability	1,015	1,100	900
2137	Group Health	40,742	60,000	61,900
2142	Dental Health Care	3,438	4,000	4,400
2152	Vision Care	443	400	400
2490	Other Prof Srvs for Employees	2,200	1,200	1,200
2820	Contr To Retirement Funds	84,657	92,200	99,000
2821	Defined Contribution Employer Match	5,570	5,800	6,000
2822	Personal Healthcare Funds	1,592	1,700	1,700
2823	Contr To Retirement Funds - UAAL	90,724	58,100	58,300
2830	Employer Social Security	23,735	25,800	26,100
2840	Workers Compensation	300	200	200
2920	Cash in Lieu of Benefits	4,250	-	-
<b>Benefits Total:</b>		<b>259,575</b>	<b>251,500</b>	<b>261,100</b>
<b><i>FACILITY OPERATIONS</i></b>				
3190	Other Professional & Tech Serv	-	300	300
3410	Telephone	794	-	-
3830	Water & Sewage	-	100	100
3840	Waste & Trash Disposal	-	100	100
3910	Property & General Liability Insurance	1,300	500	400
4110	Land/Bldg Repair & Maintenance	4,945	1,900	3,000
5510	Natural Gas	-	100	1,000
5520	Electricity	-	-	4,800
7150	Lease Payment Principal & Interest	24,446	24,400	24,400
5990	Misc. Supplies & Materials	60	200	200
6410	New Equip/Furniture	-	-	-
<b>Facility Operations Total:</b>		<b>31,545</b>	<b>27,600</b>	<b>34,300</b>
<b><i>OPERATIONS</i></b>				
3170	Legal Services	-	-	-
3190	Other Professional & Tech Serv	83,205	85,000	85,000
3210	Mileage Reimbursement	-	300	300
3220	Employee Reimburse (Conference)	4,195	3,600	3,600
3490	Other Misc. Communications	960	600	600
4120	Equipment Repair & Maintenance	-	-	-
4121	Equipment Repair & Maintenance	-	1,500	1,500
5910	Office Supplies	-	500	500
5994	Misc. Supplies & Materials - printing	-	500	500
6410	New Equipment/Furniture	3,992	3,300	3,300
7410	Dues & Fees	180	200	200
8910	Transfers to LEAs - Medicaid Fees	14,940,935	12,597,300	12,597,300
8913	Transfers to LEAs - Outreach Fees	681,469	638,000	638,000
8914	Transfers to LEAs - Caring 4 Students	819,195	726,000	892,000
9990	Indirect	18,300	19,400	20,300
<b>Operations Total:</b>		<b>16,552,431</b>	<b>14,076,200</b>	<b>14,243,100</b>
<b>MEDICAID FUND TOTAL</b>		<b>17,160,631</b>	<b>14,688,400</b>	<b>14,883,900</b>

**OAKLAND SCHOOLS COOPERATIVE SERVICE FUND BUDGET  
 HR/FINANCE CONSORTIUM FUND 277  
 FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>			
Committed	351,756	474,600	551,800
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>351,756</b>	<b>474,600</b>	<b>551,800</b>
<b>REVENUE</b>			
<b>LOCAL SOURCES</b>			
District Consortium Fees	1,120,862	1,166,100	1,166,200
Interest Earned	26,521	25,000	20,000
<b>TOTAL LOCAL SOURCES</b>	<b>1,147,383</b>	<b>1,191,100</b>	<b>1,186,200</b>
<b>STATE SOURCES</b>			
Section 147a(2) MPSERS Normal Cost Offset	9,899	10,100	4,600
Section 147a(3) MPSERS Cost Offset ISDs & Districts	-	5,200	-
Section 147c MPSERS UAAL Rate Stabilization	131,856	89,100	91,700
Section 147e Employer DC Match	2,301	1,200	1,000
Section 147f UAAL Rate Reimb	-	2,300	-
<b>TOTAL STATE SOURCES</b>	<b>144,056</b>	<b>107,900</b>	<b>97,300</b>
<b>OTHER FINANCING SOURCES</b>			
Transfer from GEF - OS Fees	25,000	25,000	25,000
Transfer from SEF - OS Fees	12,500	12,500	12,500
Transfer from CFEF - OS Fees	12,500	12,500	12,500
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>
<b>TOTAL REVENUE</b>	<b>1,341,439</b>	<b>1,349,000</b>	<b>1,333,500</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>1,693,195</b>	<b>1,823,600</b>	<b>1,885,300</b>
<b>EXPENDITURES</b>			
Expenditures	1,218,619	1,271,800	1,310,100
<b>TOTAL EXPENDITURES</b>	<b>1,218,619</b>	<b>1,271,800</b>	<b>1,310,100</b>
<b>FUND EQUITY, END OF YEAR</b>			
Committed	474,576	551,800	575,200
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>474,576</b>	<b>551,800</b>	<b>575,200</b>
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>1,693,195</b>	<b>1,823,600</b>	<b>1,885,300</b>

OAKLAND SCHOOLS COOPERATIVE SERVICE FUND BUDGET  
 HR/FINANCE CONSORTIUM FUND 277  
 FISCAL YEAR 2024-2025

PROGRAM DESCRIPTION	FY 2023 ACTUAL	FY 2024 AMENDMENT 2 BUDGET	FY 2025 PROPOSED BUDGET
<b>SALARIES</b>			
1510 Information Management	445,619	484,600	530,500
1760 Compensated Absences	(2,167)	6,000	6,000
<b>Salary Total</b>	<b>443,452</b>	<b>490,600</b>	<b>536,500</b>
<b>EMPLOYEE BENEFITS</b>			
2110 Life Insurance	348	500	500
2121 Long Term Disability	931	900	1,000
2122 Short Term Disability	1,457	1,500	1,500
2137 Group Health	33,287	37,600	49,000
2142 Dental Health Care	4,726	4,900	6,600
2152 Vision Care	629	700	400
2490 Prof Srvs For Employees	2,200	1,200	1,200
2820 Contribution To Retirement	108,960	126,600	140,800
2821 Defined Contribution Emplr Match	14,497	15,800	16,600
2822 Personal Healthcare Fund	3,970	3,900	4,100
2823 Contr To Retirement Funds- UAAL	126,353	81,800	90,700
2830 Social Security	33,005	38,600	40,400
2840 Workers Compensation	300	700	300
2920 Cash In Lieu Of Benefits	5,800	5,300	5,300
2930 Cellular Phone	473	400	400
2950 Vacation Sale	1,705	6,200	6,200
<b>Benefit Total</b>	<b>338,641</b>	<b>326,600</b>	<b>365,000</b>
<b>PURCHASE SERVICES</b>			
3170 Legal Fees	-	10,000	-
3190 Other Prof & Tech Services	36,825	25,000	25,000
3191 Other Prof & Tech Services (PowerSchool)	10,350	20,000	20,000
3210 Mileage Reimbursement	692	1,500	1,500
3220 Conference Travel	4,064	7,800	4,300
3450 Copyright Fees/Software	-	13,000	25,000
3610 Printing	4,202	4,500	4,500
3910 Property & General Liability Insurance	1,300	1,300	1,000
4140 Software & Maintenance Agreements	141,648	138,800	145,200
<b>Purchase Service Total</b>	<b>199,081</b>	<b>221,900</b>	<b>226,500</b>
<b>SUPPLIES &amp; MATERIALS</b>			
5990 Misc. Supplies/Materials	3,620	4,500	4,500
7410 Dues & Fees	925	1,200	1,200
8110 Operating Transfer - ONE Fund	100,000	50,000	-
8110 Operating Transfer - GEF Hosting Fee	104,000	127,000	127,000
8290 Payments to Districts	-	2,500	2,500
8915 Contingency	-	11,400	11,400
9990 Indirect	28,900	36,100	35,500
<b>Supplies &amp; Materials Total</b>	<b>237,445</b>	<b>232,700</b>	<b>182,100</b>
<b>HR/FINANCE CONSORTIUM TOTAL</b>	<b>1,218,619</b>	<b>1,271,800</b>	<b>1,310,100</b>

**OAKLAND SCHOOLS SCHOOL ACTIVITIES FUND BUDGET  
SCHOOL ACTIVITIES FUND 290  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>			
Committed	263,019	256,200	256,200
<b>REVENUE</b>			
Local Source Revenue - Other School Activity Income	164,190	180,000	180,000
<b>TOTAL REVENUE</b>	<b>164,190</b>	<b>180,000</b>	<b>180,000</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>427,209</b>	<b>436,200</b>	<b>436,200</b>
<b>EXPENDITURES</b>			
Expenditures - Other Support Services	171,007	180,000	180,000
<b>TOTAL EXPENDITURES</b>	<b>171,007</b>	<b>180,000</b>	<b>180,000</b>
<b>FUND EQUITY, END OF YEAR</b>			
Committed	256,202	256,200	256,200
<b>TOTAL EXPENDITURES AND ENDING BALANCE</b>	<b>427,209</b>	<b>436,200</b>	<b>436,200</b>

**OAKLAND SCHOOLS DEBT SERVICE FUND BUDGET  
2016 REFUNDING BONDS DEBT SERVICE FUND 311  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>			
Restricted	6,926,079	6,487,900	7,595,500
<b>REVENUE</b>			
Interest Earned	228,988	271,000	271,000
Operating Transfer In - CFE	1,800,000	3,300,000	3,300,000
<b>TOTAL REVENUE</b>	<b>2,028,988</b>	<b>3,571,000</b>	<b>3,571,000</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>8,955,067</b>	<b>10,058,900</b>	<b>11,166,500</b>
<b>EXPENDITURES</b>			
Principal - Serial Bonds	1,395,000	1,460,000	1,535,000
Interest On Serial Bonds	1,071,650	1,001,900	928,900
Bank Fees	-	500	500
Investment Fees	500	1,000	1,000
<b>TOTAL EXPENDITURES</b>	<b>2,467,150</b>	<b>2,463,400</b>	<b>2,465,400</b>
<b>FUND EQUITY, END OF YEAR</b>			
Restricted	6,487,917	7,595,500	8,701,100
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>8,955,067</b>	<b>10,058,900</b>	<b>11,166,500</b>

**OAKLAND SCHOOLS DEBT SERVICE FUND BUDGET  
2010 QSCB DEFEASEMENT FUND 313  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>			
Committed	1,989,923	1,251,300	500,800
<b>REVENUE</b>			
Interest Earned / Gain (Loss) on Investments	32,833	22,000	22,000
Operating Transfer In - GEF	-	-	105,900
Operating Transfer In - SEF	-	-	98,200
Operating Transfer In - CFE	-	-	915,100
Operating Transfer In - ONE Fund	-	-	160,800
Operating Transfer In - CPF 406	-	-	120,000
<b>TOTAL REVENUE</b>	<b>32,833</b>	<b>22,000</b>	<b>1,422,000</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>2,022,756</b>	<b>1,273,300</b>	<b>1,922,800</b>
<b>EXPENDITURES</b>			
Investment Fees	1,500	2,000	2,000
Banking Fees	-	500	500
Transfer to DSF 314	770,000	770,000	770,000
<b>TOTAL EXPENDITURES</b>	<b>771,500</b>	<b>772,500</b>	<b>772,500</b>
<b>FUND EQUITY, END OF YEAR</b>			
Committed	1,251,256	500,800	1,150,300
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>2,022,756</b>	<b>1,273,300</b>	<b>1,922,800</b>

**OAKLAND SCHOOLS DEBT SERVICE FUND BUDGET  
2010 QSCB CONSTRUCTION RESERVE FUND 314  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>			
Restricted	10,139,309	10,591,400	11,196,800
<b>REVENUE</b>			
Interest Earned / Unrealized Gain (Loss) on Investments	(145,557)	8,200	10,000
Federal Interest Subsidy	755,122	754,700	754,700
Operating Transfer In - Fund 313 QSCB	770,000	770,000	770,000
<b>TOTAL REVENUE</b>	<b>1,379,565</b>	<b>1,532,900</b>	<b>1,534,700</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>11,518,874</b>	<b>12,124,300</b>	<b>12,731,500</b>
<b>EXPENDITURES</b>			
Interest on Term Bond	925,000	925,000	925,000
Investment Fees	2,500	2,500	2,500
<b>TOTAL EXPENDITURES</b>	<b>927,500</b>	<b>927,500</b>	<b>927,500</b>
<b>FUND EQUITY, END OF YEAR</b>			
Restricted	10,591,374	11,196,800	11,804,000
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>11,518,874</b>	<b>12,124,300</b>	<b>12,731,500</b>

**OAKLAND SCHOOLS CAPITAL PROJECTS FUND BUDGET  
CFE CAMPUS RENOVATIONS CAPITAL PROJECTS FUND - FUND 404  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>			
Non-Spendable prepaids, inventory; and deposits	79,712	59,300	59,300
Committed	11,066,487	24,232,400	16,982,000
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>11,146,199</b>	<b>24,291,700</b>	<b>17,041,300</b>
<b>REVENUE</b>			
Interest Earned - Non Bond Proceeds	327,969	750,000	750,000
Operating Transfer In - GEF	7,700,000	-	-
Operating Transfer In - CFEF	8,100,000	6,000,000	9,000,000
<b>TOTAL REVENUE</b>	<b>16,127,969</b>	<b>6,750,000</b>	<b>9,750,000</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>27,274,168</b>	<b>31,041,700</b>	<b>26,791,300</b>
<b>EXPENDITURES</b>			
Expenditures	2,982,436	14,000,400	18,199,200
<b>TOTAL EXPENDITURES</b>	<b>2,982,436</b>	<b>14,000,400</b>	<b>18,199,200</b>
<b>FUND EQUITY, END OF YEAR</b>			
Non-Spendable prepaids, inventory; and deposits	59,360	59,300	59,300
Committed	24,232,372	16,982,000	8,532,800
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>24,291,732</b>	<b>17,041,300</b>	<b>8,592,100</b>
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>27,274,168</b>	<b>31,041,700</b>	<b>26,791,300</b>

**OAKLAND SCHOOLS CAPITAL PROJECTS FUND  
CFE CAMPUS RENOVATIONS CAPITAL PROJECTS FUND - FUND 404  
FISCAL YEAR 2024-2025**

<b>PROGRAM DESCRIPTION</b>	<b>FY 2023 ACTUAL</b>	<b>FY 2023-24 AMENDMENT 2 TOTALS</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>PHASE I CONSTRUCTION/RENOVATIONS</b>			
0456 3190 Other Prof & Tech Serv	-	330,000	90,000
0456 3191 Plan Review Fees	-	120,000	20,000
0456 3192 Municipality Fees	-	120,000	212,900
0456 5990 Misc. Supplies	-	-	8,000
0456 6220 Trade Contracts	-	5,253,600	2,335,600
0456 6221 Bldg Alterations - Roofs	-	1,452,500	1,452,500
0456 6222 Environmental Services	-	20,000	-
0456 6227 CM General Conditions	-	460,000	690,600
0456 6229 CM Fees	-	269,000	140,400
0456 6232 Construction Contingency	-	1,060,100	353,500
0456 6233 Owner Contingency	-	680,000	452,800
0456 6242 AE Consulting Fees	82,584	500,000	280,000
0456 6411 Technology FF & E for Renovations	-	300,000	300,000
0456 6412 Furniture for Renovations	-	40,000	-
<b>TOTAL PHASE I CONSTRUCTION/RENOVATIONS</b>	<b>82,584</b>	<b>10,605,200</b>	<b>6,336,300</b>
<b>PHASE II CONSTRUCTION/RENOVATIONS</b>			
0456 6220 Bldg Alterations	-	-	7,000,000
0456 6242 AE for Renovations	-	54,000	-
<b>TOTAL PHASE II CONSTRUCTION/RENOVATIONS</b>	<b>-</b>	<b>54,000</b>	<b>7,000,000</b>
<b>FACILITIES RENOVATIONS/REPAIRS</b>			
0261 6510 New Vehicles	-	193,200	436,000
0284 4140 Software Maintenance Agreements	-	6,900	6,900
0452 6310 Improvements other than Bldg	44,854	-	-
0456 3190 Other Prof & Tech Serv	8,800	10,000	10,000
0456 6220 Bldg Alterations	317,684	1,094,600	2,068,700
0456 6242 AE Consulting Fees	453,142	100,000	100,000
0456 6410 Facilities FF & E	501,978	548,000	548,000
0456 6411 Technology FF & E	1,152,889	654,400	1,069,000
<b>TOTAL FACILITIES RENOVATIONS/REPAIRS</b>	<b>2,479,347</b>	<b>2,607,100</b>	<b>4,238,600</b>
<b>INSTRUCTIONAL CAPITAL AND STEMi</b>			
0456 6242 AE Consulting Fees	3,500	-	-
0456 6410 Facilities FF & E	404,031	534,100	424,300
0459 XXXX STEMi Mobile Classroom	12,974	200,000	200,000
<b>TOTAL INSTRUCTIONAL CAPITAL AND STEMi</b>	<b>420,505</b>	<b>734,100</b>	<b>624,300</b>
<b>CAPITAL PROJECTS FUND TOTAL</b>	<b>2,982,436</b>	<b>14,000,400</b>	<b>18,199,200</b>

**OAKLAND SCHOOLS CAPITAL PROJECTS FUND BUDGET  
ADMINISTRATION BUILDING RENOVATIONS - FUND 406  
FISCAL YEAR 2024-2025**

\*Activity Based Cost Allocation 50% GEF, 24% SEF, 26% CFEF

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>FUND EQUITY, BEGINNING OF YEAR</b>			
Non-Spendable prepaids, inventory; and deposits	139,495	103,900	103,900
Committed	11,344,559	11,751,600	10,981,600
<b>TOTAL FUND EQUITY, BEGINNING OF YEAR</b>	<b>11,484,054</b>	<b>11,855,500</b>	<b>11,085,500</b>
<b>REVENUE</b>			
Interest Earned	392,608	400,000	400,000
Operating Transfer - GEF	400,000	200,000	3,200,000
Operating Transfer - SEF	192,000	96,000	96,000
Operating Transfer - CFEF	208,000	104,000	104,000
<b>TOTAL REVENUE</b>	<b>1,192,608</b>	<b>800,000</b>	<b>3,800,000</b>
<b>TOTAL REVENUE AND BEG BALANCE</b>	<b>12,676,662</b>	<b>12,655,500</b>	<b>14,885,500</b>
<b>EXPENDITURES</b>			
Expenditures	821,130	1,570,000	1,429,800
<b>TOTAL EXPENDITURES</b>	<b>821,130</b>	<b>1,570,000</b>	<b>1,429,800</b>
<b>FUND EQUITY, END OF YEAR</b>			
Non-Spendable prepaids, inventory; and deposits	103,880	103,900	103,900
Committed	11,751,652	10,981,600	13,351,800
<b>TOTAL FUND EQUITY, END OF YEAR</b>	<b>11,855,532</b>	<b>11,085,500</b>	<b>13,455,700</b>
<b>TOTAL EXPEND AND ENDING BALANCE</b>	<b>12,676,662</b>	<b>12,655,500</b>	<b>14,885,500</b>

**OAKLAND SCHOOLS CAPITAL PROJECTS FUND BUDGET  
ADMINISTRATION BUILDING RENOVATIONS - FUND 406  
FISCAL YEAR 2024-2025**

\*Activity Based Cost Allocation 50% GEF, 24% SEF, 26% CFEF

<b>PROGRAM DESCRIPTION</b>				<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
261	4100	4220	Equipment Rentals	-	3,600	-
261	4200	4220	Equipment Rentals	-	1,700	-
261	4600	4220	Equipment Rentals	-	1,900	-
261	4100	6510	New Vehicles - Depreciable	-	83,600	-
261	4200	6510	New Vehicles - Depreciable	-	53,400	-
261	4600	6510	New Vehicles - Depreciable	-	30,200	-
284	4100	4140	Software Maintenance Agreements	-	1,100	1,100
284	4200	4140	Software Maintenance Agreements	-	500	500
284	4600	4140	Software Maintenance Agreements	-	600	600
284	4100	6410	New Furniture & Equip-Depreciable	171,306	135,300	254,800
284	4200	6410	New Furniture & Equip-Depreciable	81,340	65,000	122,300
284	4600	6410	New Furniture & Equip-Depreciable	86,610	70,300	132,500
452	4100	6310	Improvements other than bldg	108,221	430,400	-
452	4200	6310	Improvements other than bldg	51,947	203,700	-
452	4600	6310	Improvements other than bldg	56,276	220,700	-
456	4100	6220	Building Improvements	-	-	365,000
456	4200	6220	Building Improvements	-	-	175,200
456	4600	6220	Building Improvements	-	-	189,800
456	4100	6242	A/E Consulting Fees	-	24,000	24,000
456	4200	6242	A/E Consulting Fees	-	11,500	11,500
456	4600	6242	A/E Consulting Fees	-	12,500	12,500
456	4100	6410	New Equip-Depreciable	132,715	110,000	10,000
456	4200	6410	New Equip-Depreciable	63,703	52,800	4,800
456	4600	6410	New Equip-Depreciable	69,012	57,200	5,200
634	4100	8110	Transfer to Fund 313	-	-	60,000
634	4200	8110	Transfer to Fund 313	-	-	28,800
634	4600	8110	Transfer to Fund 313	-	-	31,200
<b>CAPITAL PROJECTS FUND TOTAL</b>				<b>821,130</b>	<b>1,570,000</b>	<b>1,429,800</b>

**OAKLAND SCHOOLS PRODUCTION PRINTING ENTERPRISE FUND - FUND 710**  
**REVENUE AND EXPENSE BUDGET**  
**FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b>NET POSITION BEGINNING OF YEAR</b>			
Net investment in capital assets	82,509	13,200	13,200
Unrestricted net position	(799,647)	(806,300)	(990,300)
<b>TOTAL NET POSITION, BEGINNING OF YEAR</b>	<b>(717,138)</b>	<b>(793,100)</b>	<b>(977,100)</b>
<b>OPERATING REVENUE</b>			
Production Printing - external services	1,251,458	1,272,000	1,366,200
Production Printing - internal services	516,678	300,700	300,700
Fingerprinting Revenue	121,372	105,000	105,000
Section 147a(2) MPSERS Normal Cost Offset	8,009	9,000	-
Section 147a(3) MPSERS Cost Offset ISDs & Districts	-	4,700	4,200
Section 147c MPSERS UAAL Rate Stabilization	110,791	79,900	44,200
Section 147e MPSERS Employer DC Match	1,862	1,000	900
Section 147f MPSERS UAAL Rate Reimb	-	2,100	-
Interest on investments	15,894	6,000	6,000
Miscellaneous & other	25,059	-	-
<b>TOTAL OPERATING REVENUE</b>	<b>2,051,123</b>	<b>1,780,400</b>	<b>1,827,200</b>
<b>TOTAL OPERATING REVENUE AND BEG BALANCE</b>	<b>1,333,985</b>	<b>987,300</b>	<b>850,100</b>
<b>OPERATING EXPENSES</b>			
<b>OPERATING EXPENSES</b>	<b>2,127,045</b>	<b>1,964,400</b>	<b>1,825,400</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>2,127,045</b>	<b>1,964,400</b>	<b>1,825,400</b>
<b>NET POSITION, END OF YEAR</b>			
Net investment in capital assets	13,172	13,200	13,200
Unrestricted net position	(806,232)	(990,300)	(988,500)
<b>TOTAL NET POSITION, END OF YEAR</b>	<b>(793,060)</b>	<b>(977,100)</b>	<b>(975,300)</b>

**OAKLAND SCHOOLS PRODUCTION PRINTING ENTERPRISE FUND - FUND 710**  
**EXPENSE BUDGET SUMMARY**  
**FISCAL YEAR 2024-2025**

			FY 2023	FY 2024	FY 2025
		Actual	ACTUAL	AMENDMENT 2	PROPOSED
<b>OPERATING EXPENSES</b>				<b>BUDGET</b>	<b>BUDGET</b>
		<b>ADOPTED</b>			
<b>SALARIES</b>					
	1170	Department Direction	111,941	25,800	-
	1620	Secretary/Clerical	282,661	245,900	259,900
	1760	Compensated Absences	(3,006)	6,000	6,000
	1841	Temporary Retirees	10,720	13,000	13,000
	1990	Overtime Salaries	1,610	2,000	2,000
		<b>Salaries Total</b>	<b>403,926</b>	<b>292,700</b>	<b>280,900</b>
<b>EMPLOYEE BENEFITS</b>					
	2110	Life Insurance	305	200	100
	2121	Long Term Disability	803	700	400
	2122	Short Term Disability	1,271	1,300	800
	2137	Group Health	67,048	56,300	54,600
	2142	Dental Health Care	6,629	5,600	6,000
	2152	Vision Care	844	1,000	600
	2490	Other Prof Srvs For Employees	2,200	7,800	7,800
	2820	Contr To Retirement Funds	106,955	81,900	80,000
	2821	Defined Contribution Emplr Match	4,367	700	500
	2822	Personal Healthcare Fund	1,113	100	-
	2823	Contr To Retirement Funds-UAAL	71,214	46,200	44,200
	2830	Social Security	41,599	21,700	19,800
	2840	Workers Compensation	29,331	700	300
	2920	Cash In Lieu of Benefits	300	4,000	1,000
		<b>Employee Benefits Total</b>	<b>338,896</b>	<b>228,200</b>	<b>216,100</b>
<b>PURCHASED SERVICES</b>					
	3140	Staff Services	75,493	90,000	80,000
	3198	Professional Services	-	27,000	36,000
	3210	Mileage Reimbursement	59	100	-
	3430	Postage	373,290	420,000	420,000
	3450	Copyright Fees/Software	13,926	18,200	18,200
	3490	Other Misc Communication	299	200	200
	4120	Equipment Repair/Maintenance	130,651	100,000	100,000
		<b>Purchased Services Total</b>	<b>593,718</b>	<b>655,500</b>	<b>654,400</b>
<b>SUPPLIES &amp; MATERIALS</b>					
	5690	Other Resale	424,901	408,000	408,000
	5990	Misc Supplies/Materials	4,110	11,000	11,000
284	6410	Tech Service Equip - Depreciable	11,975	15,000	31,400
	6421	New Equip/Furn - Non-Depreciable	-	5,000	10,000
	7410	Dues And Fees	12,068	11,000	11,000
	7910	Miscellaneous Expenditures	353	-	-
	9990	Indirect	54,100	53,000	52,100
511	7250	Lease Payment Interest	57,096	48,000	-
711	7710	Amortization and Depreciation	39,055	30,500	39,600
711	7720	Amortization - Right to Use Property	113,867	114,000	-
		<b>Supplies &amp; Materials Total</b>	<b>717,525</b>	<b>695,500</b>	<b>563,100</b>

**OAKLAND SCHOOLS PRODUCTION PRINTING ENTERPRISE FUND - FUND 710**  
**EXPENSE BUDGET SUMMARY**  
**FISCAL YEAR 2024-2025**

<b>OPERATING EXPENSES</b>		<b>Actual</b>	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
<b><i>FACILITIES</i></b>					
<i>261</i>	3190	Other Professional & Tech Svcs	1,565	13,900	13,900
	3410	Telephone	4,385	3,200	3,200
	3830	Water & Sewage	1,672	3,100	3,100
	3840	Waste & Trash Disposal	1,063	800	800
	3910	Property & Liability	3,800	4,200	4,200
	4110	Land/Bldg Repair & Maintenance	16,215	14,500	14,500
	4111	Land/Bldg Repair & Maintenance	1,579	2,500	2,500
	5510	Natural Gas	4,680	7,600	10,400
	5520	Electricity	35,832	37,100	52,700
	5990	Misc Supplies/Materials	1,486	600	600
	6410	New Equip/Furniture	703	5,000	5,000
		<b>Facilities Total</b>	<b>72,980</b>	<b>92,500</b>	<b>110,900</b>
<b>TOTAL OPERATING EXPENSES</b>			<b>2,127,045</b>	<b>1,964,400</b>	<b>1,825,400</b>

**OAKLAND SCHOOLS INTERNAL SERVICES FUND BUDGET  
RISK RELATED ACTIVITY FUND - FUND 810  
FISCAL YEAR 2024-2025**

	FY 2023 ACTUAL	FY 2024 AMENDMENT 2 BUDGET	FY 2025 PROPOSED BUDGET
<b>Net Position, Beginning of Year</b>			
Claim Fluctuation Reserve - Health Care Insurance	100,000	100,000	100,000
Claim Fluctuation Reserve - Dental Insurance	276,800	276,800	277,000
Claim Fluctuation Reserve - Vision Insurance	31,000	31,000	31,000
Claim Fluctuation Reserve - Life Insurance	1,700	1,700	1,700
Claim Fluctuation Reserve - Short/Long Term Disability Insurance	11,400	11,700	11,700
Claim Fluctuation Reserve - Workers Compensation Insurance	15,000	15,000	15,000
Claim Fluctuation Reserve - Unemployment Insurance	50,000	50,000	50,000
Claim Fluctuation Reserve - General Liability Insurance	900	900	900
Claim Fluctuation Reserve - Errors & Omissions Insurance	300	300	600
Claim Fluctuation Reserve - Professional Liability	640,000	680,000	720,000
Claim Fluctuation Reserve - Cyber Liability	1,000,000	1,000,000	1,000,000
Claim Fluctuation Reserve - Building, Vehicle & Other Insurance	6,100	6,600	6,600
Contingency Reserve - W/C Settlements	100,000	100,000	100,000
Contingency Reserve - P/C Settlements	72,900	72,900	72,900
Contingency Reserve - Wellbeing	40,000	15,000	-
Unrestricted Net Position	107,637	239,200	355,800
<b>Total Net Position, Beginning of Year</b>	<b>2,453,737</b>	<b>2,601,100</b>	<b>2,743,200</b>
<b>Operating Revenues</b>			
Compensated Absences	273,526	600,000	600,000
Healthcare contribution	6,445,039	6,666,600	6,966,600
Health ins. opt out	331,493	308,900	349,200
Health ins. non-cap/other	186,000	201,000	189,500
Dental contribution	651,595	630,200	664,000
Vision contribution	68,085	65,500	69,000
Life Ins. contribution	33,427	38,000	39,500
STD Ins. contribution	140,062	144,100	149,700
LTD Ins. contribution	93,349	93,700	97,400
Worker Compensation contribution	30,100	70,000	73,500
Unemployment contribution	9,538	23,000	23,000
General Liability contribution	16,800	22,700	31,100
Errors & Omissions Liability contribution	4,900	6,000	6,000
Professional Liability contribution	40,000	40,000	40,000
Building, Vehicle & Other Insurance contribution	131,500	157,400	165,200
Cyber Liability contribution	112,700	111,200	116,800
Wellbeing Program	30,000	43,400	43,400
Safety Program	3,000	-	-
Investment Income	140,285	140,000	98,000
<b>TOTAL REVENUE</b>	<b>8,741,399</b>	<b>9,361,700</b>	<b>9,721,900</b>
<b>Operating Expenses</b>			
Compensated Absences	276,891	600,000	600,000
Health Insurance	6,444,983	6,666,600	6,966,600
Health Ins. opt out	331,493	308,900	349,200
Benefits Specialist Wages	75,393	79,100	82,700
Benefits Specialist Retirement	34,933	37,500	40,500
Benefits Specialist FICA	5,486	5,900	6,300
Wellbeing program	54,985	58,400	58,400
Benefits administration	70,114	80,000	80,000
Dental Insurance	651,639	630,000	665,900
Vision Insurance	68,056	65,500	69,200
Life Insurance	33,484	38,000	39,600
LTD Insurance	92,801	93,700	97,600

**OAKLAND SCHOOLS INTERNAL SERVICES FUND BUDGET  
RISK RELATED ACTIVITY FUND - FUND 810  
FISCAL YEAR 2024-2025**

	<b>FY 2023 ACTUAL</b>	<b>FY 2024 AMENDMENT 2 BUDGET</b>	<b>FY 2025 PROPOSED BUDGET</b>
STD Insurance	140,311	144,000	150,000
Worker Compensation Insurance	30,048	70,000	73,500
Unemployment	9,538	23,000	23,000
General Liability Insurance	16,811	29,600	31,100
Errors & Omissions Liability Insurance	4,938	5,700	6,000
Building, Vehicle & Other Insurance	131,075	157,400	165,200
Cyber Insurance	112,652	111,200	116,800
Safety Program	7,103	15,000	15,000
Safety Program - COVID related	1,287	-	-
<b>Total Operating Expenses</b>	<b>8,594,021</b>	<b>9,219,500</b>	<b>9,636,600</b>
<b>Net Operating Profit (Loss)</b>	<b>147,378</b>	<b>142,200</b>	<b>85,300</b>
<b>Net Position, End of Year</b>			
Claim Fluctuation Reserve - Health Care Insurance	100,000	100,000	100,000
Claim Fluctuation Reserve - Dental Insurance	276,800	277,000	275,100
Claim Fluctuation Reserve - Vision Insurance	31,000	31,000	30,800
Claim Fluctuation Reserve - Life Insurance	1,700	1,700	1,600
Claim Fluctuation Reserve - Short/Long Term Disability Insurance	11,700	11,700	11,200
Claim Fluctuation Reserve - Workers Compensation Insurance	15,000	15,000	15,000
Claim Fluctuation Reserve - Unemployment Insurance	50,000	50,000	50,000
Claim Fluctuation Reserve - General Liability Insurance	900	900	900
Claim Fluctuation Reserve - Errors & Omissions Insurance	300	600	600
Claim Fluctuation Reserve - Professional Liability	680,000	720,000	760,000
Claim Fluctuation Reserve - Cyber Liability	1,000,000	1,000,000	1,000,000
Claim Fluctuation Reserve - Building, Vehicle & Other Insurance	6,600	6,600	6,600
Contingency Reserve - W/C Settlements	100,000	100,000	100,000
Contingency Reserve - P/C Settlements	72,900	72,900	72,900
Contingency Reserve - Wellbeing	15,000	-	-
Unrestricted Net Position	239,215	355,800	403,800
<b>Total Net Position, End of Year</b>	<b>2,601,115</b>	<b>2,743,200</b>	<b>2,828,500</b>
<b>RRAF Informational Notes - End of Year Balance Sheet Accruals:</b>			
Provision for Compensated Absences - GEF	810,338	810,300	810,300
Provision for Compensated Absences - SEF	662,011	662,000	662,000
Provision for Compensated Absences - CFEF	994,054	994,100	994,100
Provision for Compensated Absences - PPEF	31,643	31,600	31,600
Provision for Compensated Absences - Medicaid	20,708	20,700	20,700
Provision for Compensated Absences - HR/FIN Consortium	26,090	26,100	26,100
Provision for Compensated Absences - Shared Services/Tuition Prog.	526,364	526,400	526,400
Provision for Compensated Absences - FICA	234,947	234,900	234,900
<b>Total Provision for Compensated Absences</b>	<b>3,306,155</b>	<b>3,306,100</b>	<b>3,306,100</b>

Oakland Schools 5 Year Capital Plan

Oakland Schools Capital Outlay Needs 5-year plan by Funding Source	Fund Number	Ending Fund Balance 6/30/2023	Projected Needs 2023-24	Projected Needs 2024-25	Projected Needs 2025-26	Projected Needs 2026-27	Projected Needs 2027-28	Projected Needs 2028-29	Total Projected Needs FY24-FY29	Net Transfers In/Out FY24-FY29	Estimated Fund Balance Surplus (Deficit) 6/30/2029
I.T. Refresh/Capital Projects GEF (A)	100	N/A	\$ 560,000	\$ 573,750	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,933,750	\$ -	N/A
I.T. Refresh/Capital Projects SEF (A)	200	N/A	\$ 280,000	\$ 286,875	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 966,875	\$ -	N/A
I.T. Refresh/Capital Projects CFEE (A)	600	N/A	\$ 280,000	\$ 286,875	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 966,875	\$ -	N/A
Special Ed Assistive Tech + other capital needs	200	N/A	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 1,800,000	\$ -	N/A
Summit	200/273/710	N/A	\$ 48,000	\$ 52,200	\$ 146,000	\$ 12,500	\$ 93,800	\$ 60,000	\$ 412,500	\$ -	N/A
O.N.E. (B)	271	N/A	\$ 2,040,800	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 4,040,800	\$ -	N/A
VLAC K-8	270	N/A	\$ 133,000	\$ 100,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 553,000	\$ -	N/A
ACE	270	N/A	\$ 25,000	\$ 27,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 132,000	\$ -	N/A
Capital Projects CFEE	404	\$ 24,200,000	\$ 13,931,100	\$ 17,960,900	\$ 20,508,900	\$ 5,011,100	\$ 14,088,700	\$ 12,186,900	\$ 83,687,600	\$ 43,000,000	\$ (16,487,600)
Capital Projects Admin Bldg	406	\$ 11,800,000	\$ 1,734,200	\$ 1,259,500	\$ 1,401,000	\$ 261,200	\$ 862,300	\$ 535,000	\$ 6,053,200	\$ 5,400,000	\$ 11,146,800
PP&G	710*	\$ (793,100)	\$ 185,700	\$ 222,400	\$ 198,000	\$ 150,200	\$ 179,100	\$ -	\$ 935,400	\$ -	\$ (1,728,500)
Totals			\$ 19,517,800	\$ 21,069,500	\$ 23,053,900	\$ 8,235,000	\$ 16,023,900	\$ 13,581,900	\$ 101,482,000	\$ -	

\*PPG fund balance includes the impact of GASB 68/75.

Oakland Schools 5 Year Capital Plan

Oakland Schools Capital Outlay Needs Detail by Year/Site	2025			2025			2025			2025		
	Main Campus	SW Campus	SE Campus	NW Campus	NE Campus	PP&G	Summit	Instr/Curr Programs	TOTAL			
L.T.	57%	8.0%	8.0%	8.5%	8.0%	3%	7%		100%			
L.T. Staff Allocations %	\$ 447,500								\$ 447,500			
OS desktops/laptops/labs/mobile devices	\$ 700,000								\$ 700,000			
GEF/SEF/CFEF Capital Projects									\$ 400,000			
CFEF desktops/laptops/labs		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000				\$ 400,000			
CFEF mobile devices		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000				\$ 100,000			
OS Servers including virtual/OS Voice upgrade	\$ 163,600	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 8,600	\$ 22,900		\$ 287,100			
OS Security (firewalls/filtering)									\$ -			
OS SAN									\$ -			
OS Backup									\$ -			
OS Network Electronics	\$ 344,900					\$ 3,800	\$ 26,300		\$ 375,000			
CFEF Network Electronics		\$ 118,800	\$ 118,800	\$ 118,600	\$ 118,800				\$ 475,000			
OS Telecomm/Enterprise Software Licensing									\$ -			
AV									\$ -			
Cabling Services	\$ 1,000	\$ 500	\$ 500	\$ 500	\$ 500		\$ 1,000		\$ 4,000			
ONE Network electronics									\$ -			
ONE Misc Capital									\$ -			
Sub-total L.T.	\$ 1,657,000	\$ 267,300	\$ 267,300	\$ 267,100	\$ 267,300	\$ 12,400	\$ 50,200		\$ 2,788,600			
Curriculum / Instruction												
CFE Repair/Replacement		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000				\$ 60,000			
CFE Instructional Capital (Program Refresh)		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000				\$ 100,000			
CFE STEMI					\$ 200,000				\$ 200,000			
Nanotech (SE)									\$ -			
Robotics									\$ -			
Special Ed Assistive Tech & Other Capital								\$ 300,000	\$ 300,000			
VLAC K-8/9-12								\$ 100,000	\$ 100,000			
ACE								\$ 27,000	\$ 27,000			
Sub-total Curriculum/Instruction	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 240,000	\$ -	\$ -	\$ 427,000	\$ 787,000			
Facilities												
Asphalt Repairs		\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500				\$ 30,000			
Parking lot Repaving									\$ -			
Building Updates	\$ 40,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000				\$ 140,000			
Concrete Repairs/Replacement/Leveling		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000				\$ 20,000			
Custodial Equipment/CFE Equipment Program Redesign		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000				\$ 400,000			
Electrical Updates	\$ 40,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000				\$ 80,000			
Flooring Updates	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000				\$ 90,000			
HVAC	\$ 30,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000				\$ 130,000			
Lighting & Energy Efficiency Upgrades		\$ 437,300	\$ 569,400	\$ 453,000	\$ 393,100				\$ 1,852,800			
Maintenance Equipment		\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000				\$ 78,000			
Painting/updates (Phase 2)		\$ 1,750,000	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000				\$ 7,000,000			
Plumbing		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000				\$ 50,000			
Roof Repair/Replace	\$ 500,000	\$ 739,000	\$ 5,000	\$ 713,500	\$ 5,000				\$ 1,962,500			
Security/card access/fire & Phase I Secured Entrances		\$ 1,181,600	\$ 1,587,500	\$ 927,100	\$ 939,600				\$ 4,635,800			
Grounds Updates		\$ 22,000	\$ 22,000	\$ 27,000	\$ 22,000				\$ 93,000			
Move related costs									\$ -			
Furniture/Equipment	\$ 20,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000		\$ 2,000		\$ 162,000			
Exterior - Brick Tuck-pointing	\$ 70,000	\$ 158,000	\$ 5,000	\$ 41,600	\$ 7,200				\$ 123,800			
Vehicles		\$ 158,000	\$ 158,000	\$ 60,000	\$ 60,000				\$ 436,000			
Sub-total Facilities	\$ 750,000	\$ 4,537,400	\$ 4,346,400	\$ 4,231,700	\$ 3,416,400	\$ -	\$ 2,000	\$ -	\$ 17,283,900			
PP&G												
Production Print & Graphics						\$ 210,000			\$ 210,000			
Sub-total PP&G	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ -	\$ -	\$ 210,000			
<b>GRAND TOTAL</b>	\$ 2,407,000	\$ 4,844,700	\$ 4,653,700	\$ 4,538,800	\$ 3,923,700	\$ 222,400	\$ 52,200	\$ 427,000	\$ 21,069,500			

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Oakland Schools 5 Year Capital Plan

Oakland Schools Capital Outlay/Needs Detail by Year/Site	2026					2026					TOTAL		
	Main Campus	SW Campus	SE Campus	NW Campus	NE Campus	PP&G	Summit	Instr/Curr Programs					
I.T.													
I.T. Staff Allocations %	57%	8.0%	8.0%	8.5%	8.0%	3%	7%						100%
OS desktops/laptops/labs/mobile devices	\$ 400,000												\$ 400,000
GEP/SEP/CFEF Capital Projects	\$ -												\$ -
CFEF desktops/laptops/labs		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000								\$ 400,000
CFEF mobile devices		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000								\$ 100,000
OS Servers including virtual/OS Voice upgrade	\$ 114,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 6,000	\$ 16,000						\$ 200,000
OS Security (firewalls/filtering)	\$ 114,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 6,000	\$ 16,000						\$ 200,000
OS SAN	\$ 342,000	\$ 48,000	\$ 48,000	\$ 48,000	\$ 48,000	\$ 18,000	\$ 48,000						\$ 600,000
OS Backup	\$ 115,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 6,000	\$ 15,000						\$ 200,000
OS Network Electronics													\$ -
CFEF Network Electronics													\$ -
OS Telecomm/Enterprise Software Licensing													\$ -
AV	\$ 1,000	\$ 500	\$ 500	\$ 500	\$ 500		\$ 1,000						\$ 4,000
Cabling Services													\$ -
ONE Network electronics													\$ -
ONE Misc Capital													\$ -
Sub-total I.T.	\$ 1,086,000	\$ 221,500	\$ 221,500	\$ 221,500	\$ 221,500	\$ 36,000	\$ 96,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,104,000
Curriculum / Instruction													
CFE Repair/Replacement		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000								\$ 60,000
CFE Instructional Capital (Program Refresh)		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000								\$ 40,000
CFE STEMi				\$ 200,000									\$ 200,000
Nanotech (SE)				\$ 5,900,000									\$ 5,900,000
Robotics		\$ 1,000,000											\$ 1,000,000
Special Ed Assistive Tech & Other Capital									\$ 300,000				\$ 300,000
VLAC K-8/9-12									\$ 80,000				\$ 80,000
ACE									\$ 20,000				\$ 20,000
Sub-total Curriculum/Instruction	\$ -	\$ 1,025,000	\$ 5,925,000	\$ 25,000	\$ 225,000	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 7,600,000
Facilities													
Asphalt Repairs		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000								\$ 20,000
Parking lot Repaving		\$ 1,515,300	\$ 1,770,700	\$ 1,515,100	\$ 1,942,200								\$ 6,743,300
Building Updates	\$ 100,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000								\$ 200,000
Concrete Repairs/Replacement/Leveling	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000								\$ 30,000
Custodial Equipment/CFE Equipment													\$ -
Program Redesign	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000								\$ 40,000
Electrical Updates	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ 50,000						\$ 45,000
Flooring Updates	\$ 25,000	\$ 475,000	\$ 1,050,000	\$ 25,000	\$ 350,000								\$ 1,925,000
HVAC	\$ 5,000	\$ 424,600	\$ 580,100	\$ 443,500	\$ 371,600								\$ 1,824,800
Lighting & Energy Efficiency Upgrades		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000								\$ 60,000
Maintenance Equipment		\$ -	\$ -	\$ -	\$ -								\$ -
Painting/updates (Phase 2)		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000								\$ 60,000
Plumbing	\$ 500,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000								\$ 1,531,800
Roof Repair/Replace	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000								\$ 50,000
Security/card access/fire & Phase I Secured Entrances	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000								\$ 8,000
Grounds Updates													\$ -
Move related costs													\$ -
Furniture/Equipment	\$ 10,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000								\$ 150,000
Exterior - Brick Tuck-pointing													\$ -
Vehicles													\$ -
Sub-total Facilities	\$ 715,000	\$ 2,651,900	\$ 4,649,600	\$ 2,220,600	\$ 2,900,800	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,187,900
PP&G													
Production Print & Graphics						\$ 162,000							\$ 162,000
Sub-total PP&G	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,000
<b>GRAND TOTAL</b>	\$ 1,801,000	\$ 3,898,400	\$ 10,796,100	\$ 2,467,100	\$ 3,347,300	\$ 198,000	\$ 146,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ 23,053,900

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Oakland Schools 5 Year Capital Plan

Oakland Schools Capital Outlay Needs Detail by Year/Site	2027				2027				2027	
	Main Campus	SW Campus	SE Campus	NW Campus	NE Campus	PP&G	Summit	Instr/Curr Programs	TOTAL	
I.T. Staff Allocations %	57%	8.0%	8.0%	8.5%	8.0%	3%	7%		99%	
OS desktops/laptops/labs/mobile devices	\$ 400,000								\$ 400,000	
GEF/SEF/CFEF Capital Projects									\$ -	
CFEF desktops/laptops/labs		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000				\$ 400,000	
CFEF mobile devices		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000				\$ 100,000	
OS Servers including virtual/OS Voice upgrade										
OS Security (firewalls/filtering)										
OS SAN										
OS Backup										
OS Network Electronics	\$ 20,200								\$ -	
CFEF Network Electronics		\$ 2,100	\$ 2,100	\$ 1,800	\$ 2,100	\$ 200	\$ 1,500		\$ 21,900	
OS Telecomm/Enterprise Software Licensing									\$ 8,100	
AV									\$ -	
Cabling Services	\$ 1,000	\$ 500	\$ 500	\$ 500	\$ 500		\$ 1,000		\$ 4,000	
ONE Network electronics	\$ 2,000,000								\$ 2,000,000	
ONE Misc Capital									\$ -	
Sub-total I.T.	\$ 2,421,200	\$ 127,600	\$ 127,600	\$ 127,300	\$ 127,600	\$ 200	\$ 2,500	\$ -	\$ 2,934,000	
Curriculum/ Instruction										
CFE Repair/Replacement		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000				\$ 60,000	
CFE Instructional Capital (Program Refresh)		\$ 62,500	\$ 62,500	\$ 62,500	\$ 62,500				\$ 250,000	
CFE STEMI					\$ 200,000				\$ 200,000	
Nanotech (SE)			\$ 700,000						\$ 700,000	
Robotics		\$ 2,000,000							\$ 2,000,000	
Special Ed Assistive Tech & Other Capital								\$ 300,000	\$ 300,000	
VLAC K-8/9-12								\$ 80,000	\$ 80,000	
ACE								\$ 20,000	\$ 20,000	
Sub-total Curriculum/Instruction	\$ -	\$ 2,077,500	\$ 777,500	\$ 77,500	\$ 277,500	\$ -	\$ -	\$ 400,000	\$ 3,610,000	
Facilities										
Asphalt Repairs		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000				\$ 20,000	
Parking lot Repaving									\$ -	
Building Updates	\$ 100,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000				\$ 200,000	
Concrete Repairs/Replacement/Leveling	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000				\$ 30,000	
Custodial Equipment/CFE Equipment									\$ -	
Program Redesign		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000				\$ 400,000	
Electrical Updates	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000				\$ 45,000	
Flooring Updates	\$ 25,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000				\$ 65,000	
HVAC	\$ 30,000	\$ 25,000	\$ 25,000	\$ 28,000	\$ 25,000				\$ 133,000	
Lighting & Energy Efficiency Upgrades		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000				\$ 40,000	
Maintenance Equipment		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000				\$ 60,000	
Painting/updates (Phase 2)		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 5,000		\$ 205,000	
Plumbing	\$ 10,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000				\$ 70,000	
Roof Repair/Replace	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000				\$ 20,000	
Security/card access/fire & Phase I Secured Entrances	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000				\$ 50,000	
Grounds Updates		\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000				\$ 8,000	
Move related costs	\$ 10,000								\$ 10,000	
Furniture/Equipment	\$ 40,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000		\$ 5,000		\$ 185,000	
Exterior - Brick Tuck-pointing									\$ -	
Vehicles									\$ -	
Sub-total Facilities	\$ 240,000	\$ 322,000	\$ 322,000	\$ 325,000	\$ 322,000	\$ -	\$ 10,000	\$ -	\$ 1,541,000	
PP&G										
Production Print & Graphics						\$ 150,000			\$ 150,000	
Sub-total PP&G	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000	
<b>GRAND TOTAL</b>	<b>\$ 2,661,200</b>	<b>\$ 2,527,100</b>	<b>\$ 1,227,100</b>	<b>\$ 529,800</b>	<b>\$ 727,100</b>	<b>\$ 150,200</b>	<b>\$ 12,500</b>	<b>\$ 400,000</b>	<b>\$ 8,235,000</b>	

Oakland Schools 5 Year Capital Plan

Oakland Schools Capital Outlay Needs Detail by Year/Site	2028			2028			NE Campus	PP&G	Summit	Instr/Curr Programs	2028 TOTAL
	Main Campus	SW Campus	SE Campus	NW Campus	NE Campus						
I.T.	57%	8.0%	8.0%	8.5%	8.0%	8%					100%
I.T. Staff Allocations %											
OS desktops/laptops/mobile devices	\$ 400,000										\$ 400,000
GEF/SEF/CFEF Capital Projects	\$ -										\$ -
CFEF desktops/laptops/labs		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000						\$ 400,000
CFEF mobile devices		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000						\$ 100,000
OS Servers including virtual/OS Voice upgrade	\$ 114,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000		\$ 6,000	\$ 16,000		\$ 200,000
OS Security (firewalls/filtering)	\$ 114,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000		\$ 6,000	\$ 16,000		\$ 200,000
OS SAN											\$ -
OS Backup											\$ -
OS Network Electronics											\$ -
CFEF Network Electronics											\$ -
OS Telecomm/Enterprise Software Licensing	\$ 166,500	\$ 23,300	\$ 23,300	\$ 23,300	\$ 23,300	\$ 23,500		\$ 8,800	\$ 23,500		\$ 292,000
AV	\$ 156,800	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,300		\$ 8,300	\$ 22,300		\$ 275,400
Cabling Services	\$ 1,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 1,000			\$ 1,000		\$ 4,000
ONE Network electronics											\$ -
ONE Misc. Capital											\$ -
Sub-total I.T.	\$ 952,300	\$ 202,800	\$ 202,800	\$ 202,800	\$ 202,800	\$ 78,800		\$ 29,100	\$ 78,800	\$ -	\$ 1,871,400
Curriculum / Instruction											
CFE Repair/Replacement		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000						\$ 60,000
CFE Instructional Capital (Program Refresh)		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000						\$ 40,000
CFE STEMi					\$ 200,000						\$ 200,000
Nanotech (SE)			\$ 400,000								\$ 400,000
Robotics		\$ 3,000,000								\$ 300,000	\$ 3,000,000
Special Ed Assistive Tech & Other Capital										\$ 80,000	\$ 300,000
VLAC K-8/ 9-12										\$ 20,000	\$ 80,000
ACE										\$ 20,000	\$ 20,000
Sub-total Curriculum/Instruction	\$ -	\$ 3,025,000	\$ 425,000	\$ 25,000	\$ 225,000	\$ -		\$ -	\$ -	\$ 400,000	\$ 4,100,000
Facilities											
Asphalt Repairs	\$ 25,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000						\$ 45,000
Parking lot Repaving											\$ -
Building Updates	\$ 50,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000						\$ 130,000
Concrete Repairs/Replacement/Leveling	\$ 20,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000						\$ 40,000
Custodial Equipment/CFE Equipment											\$ -
Program Redesign	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000						\$ 400,000
Electrical Updates	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000						\$ 50,000
Flooring Updates	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000						\$ 90,000
HVAC	\$ 50,000	\$ 197,000	\$ 1,523,500	\$ 525,200	\$ 1,566,000						\$ 3,861,700
Lighting & Energy Efficiency Upgrades	\$ 10,000	\$ 832,700	\$ 1,049,400	\$ 831,100	\$ 718,600						\$ 3,441,800
Maintenance Equipment		\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000						\$ 80,000
Painting/updates (Phase 2)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000						\$ 250,000
Plumbing	\$ 10,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000						\$ 90,000
Roof Repair/Replace	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000						\$ 1,166,000
Security/card access/fire & Phase I Secured Entrances	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000			\$ 10,000			\$ 60,000
Grounds Updates		\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000						\$ 8,000
Move related costs											\$ -
Furniture/Equipment	\$ 25,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000			\$ 5,000			\$ 190,000
Exterior - Brick Tuck-pointing											\$ -
Vehicles											\$ -
Sub-total Facilities	\$ 310,000	\$ 1,326,700	\$ 4,015,900	\$ 1,653,300	\$ 2,581,600	\$ -		\$ -	\$ 15,000	\$ -	\$ 9,902,500
PP&G											
Production Print & Graphics								\$ 150,000			\$ 150,000
Sub-total PP&G	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 150,000	\$ -	\$ -	\$ 150,000
<b>GRAND TOTAL</b>	\$ 1,262,300	\$ 4,554,500	\$ 4,643,700	\$ 1,881,100	\$ 3,009,400	\$ 93,800		\$ 179,100	\$ 93,800	\$ 400,000	\$ 16,023,900

Oakland Schools 5 Year Capital Plan

Oakland Schools Capital Outlay Needs Detail by Year/Site	2029			2029			2029			2029		
	Main Campus	SW Campus	SE Campus	NW Campus	NE Campus	PP&G	Summit	Instr/Curr Programs	TOTAL			
I.T.	57%	8.0%	8.0%	8.5%	8.0%	3%	7%		99%			
OS desktops/laptops/labs/mobile devices	\$ 400,000								\$ 400,000			
GEF/SEP/CFEF Capital Projects	\$ -								\$ -			
CFEF desktops/laptops/labs		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000				\$ 400,000			
CFEF mobile devices		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000				\$ 100,000			
OS Servers including virtual/OS Voice upgrade									\$ -			
OS Security (firewalls/filtering)									\$ -			
OS SAN									\$ -			
OS Backup									\$ -			
OS Network Electronics									\$ -			
CFEF Network Electronics									\$ -			
OS Telecomm/Enterprise Software Licensing									\$ -			
AV									\$ -			
Cabling Services									\$ -			
ONE Network electronics									\$ -			
ONE Misc Capital									\$ -			
Sub-total I.T.	\$ 400,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ -	\$ 900,000			
Curriculum / Instruction												
CFE Repair/Replacement		\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000		\$ 10,000		\$ 70,000			
CFE Instructional Capital (Program Refresh)		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000				\$ 200,000			
CFE STEMi					\$ 200,000				\$ 200,000			
Nanotech (SE)									\$ -			
Robotics								\$ 300,000	\$ 300,000			
Special Ed Assistive Tech & Other Capital									\$ 80,000			
VLAC K-8/ 9-12									\$ 20,000			
ACE									\$ 20,000			
Sub-total Curriculum/Instruction	\$ -	\$ 65,000	\$ 65,000	\$ 65,000	\$ 265,000	\$ -	\$ 10,000	\$ 400,000	\$ 870,000			
Facilities												
Asphalt Repairs	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000				\$ 30,000			
Parking lot Repairing									\$ -			
Building Updates	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000				\$ 150,000			
Concrete Repairs/Replacement/Leveling	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000				\$ 30,000			
Custodial Equipment/CFE Equipment Program Redesign		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000				\$ 400,000			
Electrical Updates	\$ 40,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000				\$ 80,000			
Flooring Updates	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ 40,000		\$ 130,000			
HVAC	\$ 70,000	\$ 3,046,900	\$ 3,825,000	\$ 1,383,900	\$ 1,566,100				\$ 9,891,900			
Lighting & Energy Efficiency Upgrades	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000				\$ 90,000			
Maintenance Equipment	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000				\$ 120,000			
Painting/updates (Phase 2)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		\$ 5,000		\$ 255,000			
Plumbing	\$ 10,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000				\$ 90,000			
Roof Repair/Replace	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000				\$ 40,000			
Security/card access/fire & Phase I Secured Entrances	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ 5,000		\$ 55,000			
Grounds Updates	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000				\$ 20,000			
Move related costs									\$ -			
Furniture/Equipment	\$ 20,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000				\$ 180,000			
Exterior - Brick Tuck-pointing	\$ 5,000								\$ 5,000			
Vehicles	\$ 180,000								\$ 245,000			
Sub-total Facilities	\$ 555,000	\$ 3,381,900	\$ 4,160,000	\$ 1,718,900	\$ 1,966,100	\$ -	\$ 50,000	\$ -	\$ 11,811,900			
PP&G												
Production Print & Graphics									\$ -			
Sub-total PP&G	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
<b>GRAND TOTAL</b>	\$ 935,000	\$ 3,571,900	\$ 4,350,000	\$ 1,908,900	\$ 2,356,100	\$ -	\$ 60,000	\$ 400,000	\$ 13,581,900			

# Hazel Park Art Access Grant

Hazel Park School District Student Services  
2023-2024

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*Today's Learners,  
Tomorrow's Leaders*

# Michigan Art Access (MiAA)

## Mission:

Michigan Arts Access is a non-profit organization promoting creativity, education and accessibility to the arts for people with disabilities by creating an inclusive society where they may participate in, learn through, excel in, and enjoy the arts.



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# Michigan Art Access (MiAA)

## Guiding Principles

**We focus on people's abilities, not their disabilities.**

**The arts promote understanding and communication among all people.**

**The arts, in its many forms, enhance an individual's humanity.**

**The arts are more than a product; they are a process.**

**Every person deserves access to appropriate learning experiences in the arts.**

**All artists in schools should be appropriately trained to include students with disabilities in their instruction.**

**All children, youth and adults with disabilities should have equitable access to community cultural facilities and activities.**

**All individuals with disabilities who aspire to careers in the arts should have the opportunity to develop the requisite skills.**



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# Michigan Art Access Artist-In-Residence (AIR)

- Michigan Arts Access collaborates with school districts across the state to provide teaching artists who integrate dance, theater, visual arts, music, media, poetry and creative writing into the core curricula for students with disabilities.



- MiAA teaching artists work with over 1,000 students annually, many with severe and multiple disabilities in the state's center-based programs. 854

# HP's Michigan Art Access Artist-In-Residence (AIR) Opportunity

Hazel Park awarded \$5,175.00 MACC Grant to fund the program.

The grant includes classrooms at Hoover Elementary and Edison. Four classrooms total.

- Hoover Elementary
  - Level IV Resource Room (Self-Contained Early Elementary ASD Classroom)
  
- Edison (Center Program for Emotionally Impaired)
  - Both Elementary Classrooms located at Edison



# HP's Michigan Art Access Artist-In Residence (AIR) Opportunity

- **Classrooms will receive a Theatre Instruction Experience**
  - **Michigan Art Access Artists utilize a mix of visual, auditory and kinesthetic activities that aligns to Universal Design for Learning framework (UDL)**
  - **UDL is a research-based educational framework that guides the development of flexible learning environments, instruction and assessments that accommodate individual learning differences.**
  - **UDL is part of Hazel Park Student Services 2023-2024 Strategic Plan as an inclusive practice.**
  - **U.S. Department of Education strongly advocates for the use of UDL.**

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# HP's Michigan Art Access Artist-In-Residence (AIR) Opportunity

## Artist-In Residence Supporting Hazel Park Classrooms

### Ms. Amy Johnson:

Ms. Johnson has taught the use of the UDL Framework to MiAA's cohorts of theatre/storytellers/literary artists in her role as a MiAA Master Teaching Artist, and uses UDL as the foundation of all of her instruction.

Students may participate in activities such as:

- Theatre Games
- Reader's Theatre

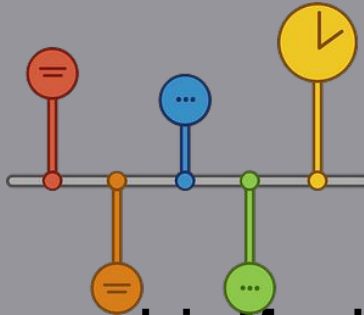
Student will be provide an hour of instruction per week, per classroom.



# HP's Michigan Art Access Artist-In-Residence (AIR) Opportunity

## Timeline:

**March: Ms. Johnson will visit classrooms to meet students and staff**



**Program will begin week in March and end in June.**

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Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Dr. Amy Kruppe, Superintendent  
From: Jason Zirnis, Assistant Superintendent Business and Operations  
Subject: Food Service Contract Renewal  
Date: April 11, 2024

I am recommending the approval of the Chartwells contract for the 2024/25 school year. The contract has been reviewed and approved by MDE with the increase outlined in the attached letter that are all within the permissible parameters. This is year 3 of the contract which allows for a 2.5% increase in the rates. Under State guidelines the contract can be allowed a rate increase up to the level of the CPI as indicated by MDE.

Chartwells has been running an exemplary program for Hazel Park and with the transition to CEP several years ago the fund has begun to generate revenues in excess of expenses allowing for the improvement of kitchen equipment throughout the District. This year we are seeing a large expansion of the Servery at the high school funded by the excess funds in conjunction with Sinking Fund Dollars.

Chartwells has overseen the operation of the concessions within the District which allows us to provide services at all sporting and extracurricular events (when asked). Chartwells is always going above and beyond in serving our District, introducing the mobile Classroom Teaching Cart for in class demonstrations and tastings this year as well as a hot dog cart has allowed for concessions to be open for baseball and softball right at the fields.

**Resources:** The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Funding Sources:** Food Service Fund

**Recommendation**

That the Board of Education approve the Food Service Contract with the MDE rate increase of 2.5%.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

Amy Y. Kruppe, Ed.D.  
Superintendent



**Food Service Management Company  
Contract Renewal - Rate Agreement Form  
COST REIMBURSABLE CONTRACT**

Hazel Park	2021
School Food Authority/Sponsor Name	Year of Original Contract
63130	3
Agreement Number/School District Code	Renewal Year (1, 2, 3, or 4)
Chartwells	
Food Service Management Company Name	

This document contains the rates and fees for the furnishing of food service management for nonprofit food service programs for the period beginning **July 1, 2024**, and ending **June 30, 2025**. The terms and conditions of the original contract are applicable to the contract renewal.

The **Consumer Price Index** for All Urban Consumers (CPI-U) for the Midwest Region for December 2023 is **4.2%** as released by the U.S. Bureau of Labor Statistics. The **Equivalent Meal Factor** decreased from \$4.7100 to **\$4.6250** for SY 2024-2025.

Price Per Meal and Meal Equivalents must be quoted as if no USDA Donated Commodities will be received.

**Rates for School Year (SY) 2023-2024 must match what was approved by MDE.**


**RATE NEGOTIATIONS ARE NOT ALLOWED FOR THE SY 2024-2025 RENEWAL.**

**RATES MUST NOT BE ROUNDED UP.**

Fee Items	SY 2023-2024 Rate	Flat % Increase per Original Contract	New SY 2024-2025 Rate
1. Management Fee per Meal (breakfast and lunch) and Meal Equivalent (a la carte)	\$ 0.0465	2.5%	\$ 0.0476
2. Administrative Fee per Meal or Month	\$7567 x 10 months	2.5%	\$7756 x 10 months
3. Reimbursable Breakfasts			
4. Reimbursable Lunches			
5. A la Carte Meal Equivalents			
6. After School Snacks			
7. At Risk Suppers			
8. Special Milk			
9. <b>Advance Payment</b> amount for the 24-25 school year, if any			N/A
10. <b>Guaranteed Return</b> amount for the 24-25 school year, if any			N/A
11. <b>Planned Client Investment</b> amount for the 24-25 school year, if any			N/A

**Note: Company must sign this page prior to initial upload into GEMS/MARS.**

By submission of this proposal, the company certifies that, in the event it receives a renewal award under this solicitation, the company shall operate in accordance with applicable program laws and regulations. The company shall not plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the proposal. This agreement shall not exceed one year.

Signed:  4/1/2024  
 Food Service Management Company Representative Date  
 Amy Shaffer, CEO, Chartwells K12  
 Printed Name/Title

**Note: Sponsor does NOT sign this page prior to initial upload into GEMS/MARS.  
Signature is obtained AFTER MDE approval.**

**Sponsor Acceptance of Contract Renewal Agreement**

Signed: \_\_\_\_\_ Date  
 Sponsor Representative  
 \_\_\_\_\_  
 Printed Name/Title 860

**Food Service Management Company  
Contract Renewal - Signature Page**

Hazel Park Schools	2021
<b>School Food Authority/Sponsor Name</b>	<b>Year of Original Contract</b>
63130	3
<b>Agreement Number/School District Code</b>	<b>Renewal Year (1, 2, 3, or 4)</b>
Chartwells	
<b>Food Service Management Company Name</b>	

The Food Service Management Company certifies that it will operate in accordance with all applicable State and Federal laws and regulations.

This Contract Renewal Agreement, attachments, and the original Contract, with addenda, if any, constitute the entire agreement between the School Food Authority (Sponsor) and the Company. The parties shall not execute any additional contractual documents pertaining to this Contract, except as permitted by applicable law.

This agreement shall be in effect for one year from July 1, 2024, to June 30, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative on this day and year.

**Note: Company must sign this page prior to initial upload into GEMS/MARS.**

Signed:



Food Service Management Company Representative

4/1/2024

Date

Amy Shaffer, CEO, Chartwells K12

Printed Name/Title

**Note: Sponsor does NOT sign this page prior to initial upload into GEMS/MARS.  
Signature is obtained AFTER MDE approval.**

Signed:

\_\_\_\_\_  
Sponsor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Amy Kruppe, Superintendent  
From: Megan Papsian-Broadwell, Executive Director of Student Services  
Subject: Addition of General Education Teacher - Michigan Cyber Academy  
Date: 4/1/2024

We are requesting the hiring of a 1.0 FTE General Education Teacher due to increased enrollment.

**Strategic Goal Alignment:**

- Curriculum & Instruction: Hazel Park Schools will develop innovative, independent and persistent learners who think critically, communicate effectively, and positively influence the local and global community.
- Resource: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Funding Source:**

- Estimated Employee Salary + Fringe Benefits: HPEA Salary Schedule (1)

**Recommendation**

That the Board of Education approve the hiring of a 1.0 FTE General Education Teacher.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

\_\_\_\_\_  
Amy Y. Kruppe, Ed.D.  
Superintendent





Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Amy Kruppe, Superintendent  
From: Kristy Cales, Director of HR  
Subject: 24/25 School Year Uncertified Staff  
Date: April 8, 2024

Please find below the projected uncertified staffing for the 2024-2025 school year. There may be additional requests as we learn more about students or potential reductions based upon student enrollment. We additionally, as in the past, will not hire if we do not have the students. It is our intention to get staffing placements out by May 15, 2023. This would include their pay and their projected position.

- **Preschool:**
  - No changes
- **Hoover:**
  - No changes
- **HPHS +2**
  - Increase 2.0 Paraprofessional for ASD Classroom
- **Edison +2**
  - Increase 2.0 EI Paraprofessional for additional classroom
- **United Oaks:**
  - No changes
- **Webb:**
  - No changes
- **Jardon: +3**
  - Increase 3.0 ASD Paraprofessional for additional classroom
- **HPJH: -1**
  - Decreases instaff Special Ed
- **Central office: -**
  - No Changes

**Net change: +6.0 Paraprofessional positions across the district**

- **No changes in Advantage, Maint/Cust/Transportation.**






School Name	2023-2024 Non-Certified	2024-2025 Non-Certified	Change
Webster	20.5	20.5	0
Edison	35	37	+2
Hoover	13.5	13.5	0
United Oaks	12.5	12.5	0
Webb	24	24	0
Jardon	25	28	+3
HPJH	16	15	-1
HPHS	23	25	+2
Alternative	4	4	0
Central Office	34	34	0
Maint/Cust/Bus	41	41	0
<b>Total Change</b>			<b>+6</b>

**Funding Source:** Special Education positions funded from Center fund, general education positions funded from General Fund.

**Recommendation**

That the Board of Education approve the uncertified staff for the 24/25 school year.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**



\_\_\_\_\_  
Amy Y. Kruppe, Ed.D.  
Superintendent



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Dr. Amy Kruppe, Superintendent  
From: Kristy Cales, Director of HR  
Subject: Non-Union Contract  
Date: April 9, 2024

We are seeking the approval for updates to the contract and increases in pay for the Non-Union Employees for the 2024-2025 school year:

Increase in pay range for GSRP and Preschool Academy Teachers:  
2023-2024 pay range \$41,260 to \$49,038 per year  
2024-2025 pay range \$43,323 to \$51,489 per year

Increase in pay range for GSRP Associate Teachers:  
2023-2024 pay range \$16.75 to \$18.50 per hour  
2024-2025 pay range \$17.59 to \$19.43 per hour

2024-2025 pay increase and additional step added:  
1st year \$15.90/hour  
2nd year \$16.69/hour - adjusted to 5% between steps  
3rd year \$17.52/hour - added step

Added Juneteenth to the holiday schedule for all groups. Employees would only get the holiday if they are scheduled to work.

A 5% increase would apply to other staff who fall under this agreement (business office administration, technology).

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Funding Source: General Fund , Grants**

**Recommendation**

That the Board of Education approve pay increases and contract changes for the non-union group for the 2024-2025 school year, as presented.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

\_\_\_\_\_  
Amy Y. Kruppe, Ed.D.  
Superintendent





## Non-Union Employee Salary & Benefit Summary

### 2024-2025 School Year

#### Central Office Staff (Non-Administration)

**Vacation Days.** Central Office Staff will be provided with paid vacation time according to the following schedule below:

- Vacation requests must be approved in advance by the employee’s immediate supervisor.
- Vacation time is expected to be used by June 30 of each year.
- Central Office Staff may carry over unused vacation days to August 31, upon written approval from the Superintendent. If days are not used by August 31st, they will be removed from the employees vacation bank.
- The Superintendent may waive this maximum vacation carryover for extenuating circumstances on a case by case basis.

Years of Service	# of Days
0 to 4 Years	10 Days
5 to 9 Years	15 Days
10 or More Years	20 Days

**Sick Time.** Unused sick time for Central Office Staff shall not accumulate above 50 days.

Upon retirement or death, Central Office Staff shall be paid one-half of their unused cumulative sick days up to a maximum of 50 full days of pay (up to 100 unused sick days). The total payment shall not exceed \$5,000.

Employees shall be allocated sick leave days at the beginning of the contract year for the purposes of personal illness or injury, or illness in the immediate family (interpreted as spouse, son or daughter, parents, or other dependents). Employees who terminate before the end of the 2024-2025 school year and have used their allocated sick leave will have their days prorated as appropriate.

Central Office sick leave shall be allocated as follows:

- Employees will be allowed 12 days per year without loss of salary.



- Not more than two (2) sick leave days may be used for personal business; such leave shall be granted upon written request from the employee to his/her supervisor, in advance if possible.
- In the event of an emergency, personal business leave may be approved after the absence of the employee.
- If you are out for three or more days, the employee must return with a Doctor’s note stating that the employee is fit for duty.

**Insurance.** Non-union Central Office Staff working 30 hours or more per week are eligible for single subscriber, 2-Person, or Full Family Medical, Dental, Vision and ancillary insurance coverage, subject to annual hard cap limits. Medical and ancillary benefit insurance plan carriers and benefit levels may be changed at the discretion of the Board of Education.

**Longevity.** Central Office Staff will be paid longevity according to the following schedule those receiving longevity before 2017-2018 shall remain on the previous hourly rate of \$1.75 and below is for those after 2018:

Years of Service	Hourly Rate	Annual Hours (2080)
Prior to 2017-18 20 or more years	\$1.75	\$3,640.00
2017-18 and Onward 20 or more years	\$1.50	\$3,120.00

**Paid Holidays.** Employees shall receive the following paid holidays:

Friday before Labor Day	Christmas Eve	MLK Day*
Labor Day	Christmas Day	Good Friday
Wednesday before Thanksgiving*	New Years Eve	First Day of Spring Break
Thanksgiving Day	New Years Day	Memorial Day
Friday after Thanksgiving		Juneteenth

*\*If school is not in session.*

In the event that one of the above holidays falls on a Saturday or Sunday, an alternate holiday will be awarded, not to be in conflict with the school calendar.

When July 4 falls on Tuesday, Monday July 3 shall be an additional paid holiday. When July 4 falls on Thursday, Friday, July 5 shall be an additional paid holiday.



**GSRP, Preschool Academy, and Associate Teachers**

**Salary.** GSRP Preschool Teachers & GSRP Associate Teachers are employed on an hourly basis as follows:

- GSRP and Preschool Teacher: \$43,323 to \$51,489 per year
- GSRP Associate Teacher: \$17.59 to \$19.43 per hour

Salary placement for GSRP, Preschool Academy, and Associate Teachers shall be determined by the Superintendent at the time of hire and may include consideration for degrees obtained and relevant prior experience.

**Sick Time.** GSRP, Preschool Academy, and Associate Teachers shall be given employees 10 days each year without loss of salary.

- Not more than two (2) sick leave days may be used for personal business; such leave shall be granted upon written request from the employee to his/her supervisor, in advance if possible.
- In the event of an emergency, personal business leave may be approved after the absence of the employee.
- If you are out for three or more days, the employee must return with a Doctor’s note stating that the employee is fit for duty.
- Unused sick leave time shall accumulate in an employee’s sick leave bank up to a maximum of 50 days. Upon retirement an employee shall receive a payment equivalent to \$20 per day for up to 50 days, with a maximum payment of \$1,000.
- Employees shall be allocated sick leave days at the beginning of the contract year for the purposes of personal illness or injury, or illness in the immediate family (interpreted as spouse, son or daughter, parents, or other dependents). Employees who terminate before the end of the 2024-2025 school year and have used their allocated sick leave will have their days prorated as appropriate. Immediate family is interpreted as spouse, son or daughter, parents, or other dependents.

**Calendar: Employees should follow the Early Childhood Calendar including professional development days.**

**GSRP Associate Teachers shall receive the following holidays:**

Friday before Labor Day	Friday after Thanksgiving	MLK Day*
Labor Day	Christmas Eve	Good Friday



Wednesday before Thanksgiving*	Christmas Day	First Day of Spring Break
Thanksgiving Day	New Years Eve	Memorial Day
	New Years Day	Juneteenth**

*\*\*if school is in session*

*\*if school is not in session*

**Insurance:** Staff working 30 hours or more per week are eligible for single subscriber, 2-Person, or Full Family Medical, Dental, Vision and ancillary insurance coverage, subject to annual hard cap limits. Medical and ancillary benefit insurance plan carriers and benefit levels may be changed at the discretion of the Board of Education.

**Vendor Alternative Education Staff**

**Salary/Rate.** The hourly pay rate for employees working at vendor alternative education programs is \$21.13 per hour.

**Sick Time.** Vendor Alternative Education Teachers shall be considered as 10-month employees and authorized 10 days each year without loss of salary.

- Not more than two (2) sick leave days may be used for personal business; such leave shall be granted upon written request from the employee to his/her supervisor, in advance if possible.
- In the event of an emergency, personal business leave may be approved after the absence of the employee.
- If you are out for three or more days, the employee must return with a Doctor’s note stating that the employee is fit for duty.
- Unused sick leave time shall accumulate in an employee’s sick leave bank up to a maximum of 50 days. Upon retirement an employee shall receive a payment equivalent to \$20 per day for up to 50 days, with a maximum payment of \$1,000.
- Employees shall be allocated sick leave days at the beginning of the contract year for the purposes of personal illness or injury, or illness in the immediate family (interpreted as spouse, son or daughter, parents, or other dependents). Employees who terminate before the end of the 2024-2025 school year and have used their allocated sick leave will have their days prorated as appropriate.

**Insurance:** Staff working 30 hours or more per week are eligible for single subscriber, 2-Person, or Full Family Medical, Dental, Vision and ancillary insurance coverage, subject to annual hard cap limits. Medical and ancillary benefit insurance plan carriers and benefit levels may be changed at the discretion of the Board of Education.



**Paid Holidays.** Employees shall receive the following paid holidays:

Friday before Labor Day	Friday after Thanksgiving	MLK Day*
Labor Day	Christmas Eve	Good Friday
Wednesday before Thanksgiving*	Christmas Day	First Day of Spring Break
Thanksgiving Day	New Years Eve	Memorial Day
	New Years Day	Juneteenth**

*\*If school is not in session*

*\*\*if school is in session*

**Security Staff**

**Salary.** Security personnel are employed on an hourly basis as follows:

1st year	\$15.90/hour
2nd year	\$16.69/hour
3rd Year	\$17.52/hour

**Sick Time.** Security personnel shall be considered as 10-month employees and authorized 10 days each year without loss of salary.

- Not more than two (2) sick leave days may be used for personal business; such leave shall be granted upon written request from the employee to his/her supervisor, in advance if possible.
- In the event of an emergency, personal business leave may be approved after the absence of the employee.
- If you are out for three or more days, the employee must return with a Doctor’s Note that they are fit for duty.
- Unused sick leave time shall accumulate in an employee’s sick leave bank up to a maximum of 50 days. Upon retirement or death an employee shall receive a payment equivalent to \$20 per day for up to 50 days, with a maximum payment of \$1,000.
- Employees shall be allocated sick leave days at the beginning of the contract year for the purposes of personal illness or injury, or illness in the immediate family (interpreted as spouse, son or daughter, parents, or other dependents). Employees who terminate before the end of the 2024-2025 school year and have used their allocated sick leave will have their days prorated as appropriate.



**Insurance:** Staff working 30 hours or more per week are eligible for single subscriber, 2-Person, or Full Family Medical, Dental, Vision and ancillary insurance coverage, subject to annual hard cap limits. Medical and ancillary benefit insurance plan carriers and benefit levels may be changed at the discretion of the Board of Education.

**Paid Holidays.** Employees shall receive the following paid holidays:

Friday before Labor Day	Friday after Thanksgiving	MLK Day*
Labor Day	Christmas Day	Good Friday
Wednesday before Thanksgiving*	New Years Eve	First Day of Spring Break
Thanksgiving Day	New Years Day	Memorial Day
Juneteenth**		

*\*If school is not in session*

*\*\*if school is in session*

In the event that one of the above holidays falls on a Saturday or Sunday, an alternate holiday will be awarded, not to be in conflict with the school calendar.



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Amy Kruppe, Superintendent  
From: Kristy Cales, Director of Human Resources  
Subject: 2024-2025 Certified Staffing  
Date: April 10, 2024

Please find below an update to staffing for the 2024-2025 school year. There may be additional requests as we learn more about students or potential reductions based upon student enrollment. We additionally, as in the past, will not hire if we do not have the students. It is our intention to get staffing placements out by May 15, 2024. This would include their pay and their projected position. These positions are needed for Student services support for our vendor programs.

0.2 School Psychologist	MCA
0.2 School Social Worker	MCA
0.2 Speech/Language	MCA
0.2 School Psychologist	Invest
0.2 School Social Worker	Invest
0.2 Speech/Language	Invest
0.2 Special Education Teacher	Invest
0.2 Virtual Caseload Provider	VVA

**Strategic Goal Alignment -**

Curriculum & Instruction: Hazel Park Schools will develop innovative, independent and persistent learners who think critically, communicate effectively, and positively influence the local and global community.

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

Community Relations: The Hazel Park School District through strong community relations and collaboration with all stakeholders will develop high-achieving students.

Climate and Culture: The Hazel Park School District will provide a unified system of support for all students, embracing diversity, and fostering a positive school climate.





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Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

**Funding Source: General Fund, Center Fund, Grants**

**Recommendation**

That the Board of Education approve the updates to the 2024-2025 projected Certified Staffing, as presented.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

---

Amy Y. Kruppe, Ed.D.  
Superintendent



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Hazel Park Board of Education  
From: Amy Kruppe, Superintendent  
Subject: Hiring Recommendation - Junior High School Principal  
Date: April 8, 2024

It is with great pleasure to make the hiring recommendation to move Ms. Carla Beach to the position of Hazel Park Junior High School Principal for the 2024/2025 school year. Ms. Beach has been an employee of Hazel Park for many years, she even completed her field placement with Hazel Park in the beginning of her career. She has taught a multitude of grades and subjects with Hazel Park Schools over the course of her career and most recently has been the Assistant Principal at Hazel Park Junior High School which she began in the 2021/2022 school year. Ms. Beach has a Bachelor's degree of Elementary Education from Oakland University and a Masters degree in teaching with a major in Elementary Reading and Literacy from Marygrove College. It is with tremendous confidence this recommendation is made to move Ms. Beach into the position of Hazel Park Junior High School Principal Effective for the 2024/2025 School year.

Ms. Beach will be moved to the Junior High Principal, Step 3 with the compensation of \$120,693/year.

**Strategic Goal Alignment**

Community Relations: The Hazel Park School District through strong community relations and collaboration with all stakeholders will develop high-achieving students.

Climate and Culture: The Hazel Park School District will provide a unified system of support for all students, embracing diversity, and fostering a positive school climate.

**Funding Source:** General Fund

**Recommendation**

That the Board of Education approve the movement of Ms. Carla Beach to the position of Hazel Park Junior High School Principal beginning in the 2024/2025 school year.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

Amy Y. Kruppe, Ed.D.  
Superintendent





Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Amy Kruppe, Superintendent  
From: Megan Papasian-Broadwell, Executive Director of Student Services  
Subject: Special Education: Extended School Year Services 2024  
Date: 2/28/2024

Extended school year services for special education students will provide a research-based curriculum to ensure students maintain skill levels throughout summer vacation. The academic impact of extended school year (ESY) services is a significant factor in the success of students with special needs and must be considered for every student with a disability at each Individualized Education Program (IEP) Team meeting. The need for ESY must be determined individually and may not be provided or denied based upon category of disability or program assignment. A student may be determined to need ESY services due to:

- 1) A serious potential for regression of skills beyond a reasonable period of recoupment;
- 2) The nature or severity of the disability; or
- 3) Critical stages or areas of learning.

**Strategic Goal Alignment**

**Curriculum & Instruction:** Hazel Park Schools will develop innovative, independent and persistent learners who think critically, communicate effectively, and positively influence the local and global community. In delivering Extended School Year services to students in Hazel Park Schools, special education personnel adhere to the programs and services indicated on the students' Individualized Education Plans and implement district-approved curriculum in reading, writing and mathematics.

- **Funding Source:**Special Education
- Estimated Salary Schedule: Hourly Employment at Hourly Salary per HPEA and HPPA Salary Schedules

<p><b><u>Recommendation</u></b> That the Board of Education approve the hiring of: *3 Teachers of Students with Autism Spectrum Disorder *3 Teachers of Students with Cognitive Impairments *1 Teacher of Students with Learning Disabilities *12 Paraprofessionals - Special Education Support</p>	<p>*1 School Social Worker *1 Speech/Language Pathologist *1 Occupational Therapist *1 Physical Therapist</p>
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**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

Amy Y. Kruppe, Ed.D.  
Superintendent





Ford Administration

Jason Zirnig, Assistant Superintendent of Business and Operations  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5217 | F: 248-544-5443  
www.hazelparkschools.org

To: Dr. Amy Kruppe, Superintendent  
From: Jason Zirnig, Assistant Superintendent of Business and Operations  
Date: April 11, 2024  
Re: Edison Padding Replacement

**Funding Sources:** Center Program

There has been excessive wear on the padding in a number of the seclusion rooms at Edison. We reviewed several alternatives to replace the padding noting having received the following quotes.

Repair the padding with the material that is currently installed \$23,590 from Gymnasium Equipment Specialists. They were the original installers and can repair the current system by removing the damaged sections and replacing them.

From Marathon Engineering we received a \$413,549 quote. Their system is designed around a resin coating that is seamless and repairable through a patch application.

The funding for the project is not reimbursable from the center program activities and would be a cost to the District charged against the 7% fund balance reserve that is required by the ISD to operate the programs.

My recommendation at this time is to repair the wall padding as is and review the process and procedures when students are utilizing the rooms to determine if there should be charges for replacement and damages moving forward. If deterioration of the padding continues a plan can be developed to build up a reserve allowance to fund a future replacement with the product from Marathon Engineering.

**Goal Statement - Resources:** The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art-technology.

**Recommendation**

That the Board of Education approve the replacement and repair of the padding for \$23,590, as presented.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

Amy Y. Kruppe, Ed.D.  
Superintendent





Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Hazel Park Board of Education  
From: Jason Zirnig, Assistant Superintendent of Business and Operations  
Subject: Door and Lock RFP  
Date: April 11, 2024

We are bringing to the Board the RFP for Door and Lock replacement that will encompass replacing the interior doors and locks at the High School, Jr High, United Oaks and Edison. The RFP was developed by Partners in Architecture and addressed the replacement of doors where needed but more importantly replacing the hardware to allow for the locking of doors from inside the classroom instead of having staff use a key to lock from the hallway. This is a significant safety feature in the case of emergencies.

The RFP is currently being reviewed by our attorney's to ensure all conditions are in place. It is our expectation that we will have the RFP reviewed with any necessary changes and issued by April 17, 2024. This will allow for the mandatory 2 week posting, bid opening, review of contractors and award recommendation for the May 20, 2024 Board Meeting with the work completion date of August 30, 2024

- April 17 – Issue Bid Documents for Competitive Bidding
- April 22 – Pre-Bid Meeting; 3pm
- May 7 – Bids Due
- May 8 / 9 – Post Bid Interviews
- May 10 – Issue Letter of Recommendation to Owner
- May 20 – Board Meeting for Contract Award

Funding Source: Sinking Fund and \$500,000 grant from the Department of Justice

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Recommendation**

That the Board of Education approves the RFP for the door and lock replacement

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**





**HAZEL PARK**  
**SCHOOLS**

---

Amy Y. Kruppe, Ed.D.  
Superintendent

# PROJECT MANUAL

For

## HAZEL PARK SCHOOLS

### ***DISTRICT WIDE DOOR ASSESSMENT***

OWNER:

Hazel Park Schools  
1620 E. Elza St  
Hazel Park, MI 48030



**PARTNERS** in Architecture, PLC

**65 Market Street**

**Mount Clemens, MI 48043**

Phone 586.469.3600

**PARTNERS PROJECT # 23-119**  
APRIL 17, 2024 / BIDDING - CONSTRUCTION

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003111 .....	GENERAL CONTRACTORS QUALIFICATIONS .....	3
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## ADVERTISEMENT FOR BIDS

**Owner:** Hazel Park Schools – 1620 E. Elza, Hazel Park, MI 48030

**Project:** Hazel Park Schools, District Wide Door Assessment

The Hazel Park Schools will receive single prime sealed bids to furnish all labor and materials and perform all other work necessary and incidental to the project listed above, in accordance with published instructions, specifications, drawings and other contract documents.

**Project Scope – General Construction:** Provide all labor, material and equipment necessary to modify or replace existing door hardware in select locations within existing buildings. All work on site is to be performed during nonscheduled academic times as posted on the District's Academic Calendar or after the last daily school bell. Note academic days and bell times vary by school.

**Documents:** Bid documents for all bid packages will be available on or about April 17, 2024. Bid documents can be electronically downloaded free of charge from the Architect. A written request for documents shall be sent to [jhoulihan@partnersinarch.com](mailto:jhoulihan@partnersinarch.com).

**Pre-Bid Meeting:** Monday, April 22, 2024 at 3:00 p.m.

The pre-bid meeting will be held at Hazel Park High School, 23400 Hughes Ave, Hazel Park, MI 48030 at the Main Entrance

**Questions:** Last day for questions is May 1, 2024 at 12:00 p.m.

Questions should be directed to PARTNERS in Architecture, PLC, in writing and via email. Forward questions to: [jhoulihan@partnersinarch.com](mailto:jhoulihan@partnersinarch.com).

**Bid Deadline:** Tuesday, May 7, 2024 at 2:00 p.m.

**Bid Location:** The Hazel Park Schools located at 1620 E. Elza, Hazel Park, MI 48030 to the attention of: Jason Zirniss. Sealed bids must be received by the Bid Deadline. Bids received after the deadline and bids received electronically or via fax will **not** be accepted or considered. Bids will be publicly opened and read aloud immediately following the bid due time.

**Bid Submittal:** Return TWO COMPLETE COPIES of Bid

The Board of Education shall not accept a bid that does not meet the following requirements:

- Bidders **MUST** use the bid form(s) in the project manual.
- Submit bid in a **SEALED** envelope, clearly labeled with bid title, date & time of the bid opening.
- **Bid Security** - certified check or acceptable bid bond payable to The Hazel Park Schools, in an amount equal to five percent (5%) of the total bid.
- Include sworn and notarized familial relationship(s) statement.
- Include sworn and notarized Iran Economic Sanctions Act - Affidavit of Compliance.
- Include a milestone schedule indicating project start date and calendar days for occupancy.
- **Bonding** – For bids exceeding \$50,000, successful bidder must be able to provide a 100% Labor and Material Payment Bond and a Performance Bond.
- General Contractors Qualification Statement.

Bids submitted shall fully comply in all respects to these instructions, published specifications, drawings, and other contract documents. Bid price shall include all costs associated with this project.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening. The Board reserves the right to reject any or all bids received and to waive any formalities in regard thereto. In addition, the Board reserves the right to evaluate bids on any basis determined by the Board to be in the best interest of the Board and to consider alternate bids if the low bidder(s) do(es) not meet the specifications or are otherwise determined to be unqualified.

**Architect:** **PARTNERS in Architecture, PLC**

65 Market Street, Suite 200, Mount Clemens, MI 48043; Phone (586) 469-3600

# DRAFT AIA® Document A701™ - 2018

## Instructions to Bidders

for the following Project:  
(Name, location, and detailed description)

«Hazel Park Schools PIA 23-119»  
« District-Wide Door Assessment »  
«Hazel Park MI 48030»

### THE OWNER:

(Name, legal status, address, and other information)

«Hazel Park Schools»«»  
«1620 E. Elza St  
Hazel Park, MI 48030»  
«Telephone Number: 248-544-5443»  
«»

### THE ARCHITECT:

(Name, legal status, address, and other information)

«PARTNERS in Architecture, PLC»«»  
«65 Market Street  
Mount Clemens, MI 48043»  
«Telephone Number: 586-469-3600»  
« Fax Number: 586-469-3607»

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- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

«Refer to Advertisement for Bid»

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

«Refer to Advertisement for Bid»

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

«Posted to the Sharefile Site, as posted by Partners in Architecture, PLC »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

«Refer to Specification Section 002213 – Supplementary Instructions»

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall

affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning ~~« »~~ days after the opening of Bids, withdraw its Bid and request the return of its bid security.

#### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

~~«Sealed paper copy bids must be received by the bid deadline.—»~~

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

~~«Bid security may or may not be returned at the discretion of the District.—»~~

### ARTICLE 5 CONSIDERATION OF BIDS

#### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

#### § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### § 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### § 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### § 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

<< >>

## § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

<< >>

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

<< >>

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

<< >>

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013.)*

<< >>

- .5 Drawings

**Number**

**Title**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- .6 Specifications

**Section**

**Title**

**Date**

**Pages**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

## SECTION 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

### 1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:
  - 1. AIA Document A701, "Instructions to Bidders," a copy of which is bound in this Project Manual.
  - 2. The following Supplementary Instructions to Bidders modify and add to the requirements of the Instructions to Bidders.

### 1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

### 1.3 ARTICLE 1 - DEFINITIONS

- A. No modifications.

### 1.4 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Add Section 2.1.3.1:
  - 1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
- B. Add Section 2.1.5:
  - 1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of The State of Michigan and meets qualifications indicated in the Procurement and Contracting Documents.
- C. Add Section 2.1.6:
  - 1. 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.
- D. Add Section 2.1.7:
  - 1. 2.1.7 – The Bidder understands that this project is a prevailing wage project.

### 1.5 ARTICLE 3 - BIDDING DOCUMENTS

- A. Delete Paragraph 3.1.1 in its entirety and substitute the following:

1. 3.1.1 - Bidders may obtain up to two (2) complete set of bidding documents from the Architect at the cost as listed in the Advertisement for Bids. Additional sets are available at direct cost to the bidder. Electronic sets (PDF format) are available at no cost.

B. Add Section 3.3.5:

1. 3.3.5 - Where the Contractor chooses to use an item approved by request but other than one shown on the details or specified, he shall be responsible for the coordination of any necessary changes in other work, and shall bear the cost of such changes.

C. 3.4 - Addenda:

1. Delete Section 3.4.3 and replace with the following:

- a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.

2. Add Section 3.4.4.1:

- a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

- 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
- 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.6 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Add Section 4.1.9:

- a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

B. Delete Section 4.2.1 in its entirety and substitute the following:

1. 4.2.1 - No bid will be considered, unless it is accompanied by a certified check or acceptable Bid Bond payable without condition to the Owner, in an amount equal to (5%) of the total bid. The certified check or Bid Bond which must accompany each bid is required as a guarantee that the bidder will enter into a contract with the Owner for the work described in the proposal and furnish a performance and payment bond and certificates of insurance as specified after notice by the Owner or Architect that contracts have been awarded to him and are ready for execution.

C. Add Section 4.2.3.1:

1. 4.2.3.1 - The Bid Security of the three lowest bidders will be retained until the contract has been awarded and executed, but not longer than (75) days. The Bid Security of other bidders will be returned within a reasonable time after the opening of bids.
- D. 4.3 – Submission of Bids
1. Add Section 4.3.5: The Bidder shall submit with their bid the following information:
    - a. A completed Contractor's Qualification Statement per Specification section 003111.
    - b. Bid Security.
- E. 4.4 - Modification or Withdrawal of Bids:
1. Add Section 4.4.1.1:
    - a. 4.4.1.1 – Bids may not be withdrawn for a period of sixty (60) days from the bid due date.
- F. 4.5 - Break-Out Pricing Bid Supplement:
1. Add Section 4.5:
    - a. 4.5 - Provide detailed cost breakdowns (schedule of values) no later than one business day following Architect's request during the Architect's post bid review phase.
- G. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:
1. Add Section 4.6:
    - a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request during the Architect's post bid review phase. Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Upon award of construction contract, the successful bidder shall not change subcontractors, suppliers, or manufacturers from those submitted to Architect during the post bid review process, without approval of Architect.
- 1.7 ARTICLE 5 - CONSIDERATION OF BIDS
- A. 5.2 - Rejection of Bids:
1. Add Section 5.2.1:
    - a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted with the bid as well as following the opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the

status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.8 ARTICLE 6 - POSTBID INFORMATION

A. 6.1 - Contractor's Qualification Statement:

1. Add Section 6.1.1:

- a. 6.1.1 - Contractor's Qualification Statement is to be submitted with bid.

B. 6.3 - Submittals:

1. Add Section 6.3.1.4:

- a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

1.9 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add Sections 7.1.1.1 – 7.1.1.3:

- a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

1. Delete the first sentence of Section 7.2.1 and insert the following:

- a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Delete Section 7.2.3 and insert the following:

- a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.10 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect in such number of counterparts as Owner may require.

2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement.
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

**END OF SECTION 002213**

## SECTION 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

### 1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

### 1.2 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

### 1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.

### 1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
  - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
  - 2. Submittal Format: Submit each Procurement Substitution Request through email, using CSI Substitution Request Form 1.5C.
    - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.

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PROCUREMENT SUBSTITUTION PROCEDURES  
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- b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
    - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
    - 2) Samples where applicable or when requested by Architect.
  - c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
  - d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.
- B. Architect's Action:
- 1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.
- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

**END OF SECTION 002600**

**SECTION 003000 –REQUIRED BID SUBMISSION MATERIALS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Following this page is the Bid Form. Bidder must completely fill out the Bid Form and Submit (1) original and (1) paper copies of the bid form and all required bid submission materials completely filled out, by the date and time specified via email per ad for bid.
- B. Bidder must submit bid in a **SEALED** envelope, clearly labeled with bid title, date & time of the bid opening.
- C. Bidder must submit with the bid, “Bid Security” as described in specifications section 002213.
- D. Bidder must submit with the bid, “Familial Relationship Declaration” form as provided.
- E. Bidder must submit with the bid, the notarized “Iran Sanctions Act Affidavit” form as provided.
- F. **Bonding** – For bids exceeding \$50,000, successful bidder must be able to provide a 100% Labor and Material Payment Bond and a Performance Bond.
- G. Bidder must submit completed General Contractors Qualification Statement AIA A305-2020; refer to Section 003111.

**END OF SECTION 003000**

**BID FORM**

BID PROPOSAL FOR: **HAZEL PARK SCHOOLS – DISTRICT WIDE DOOR ASSESSMENT**

SEND BID TO: **Hazel Park Schools  
1620 E. Elza St  
Hazel Park, MI 48030  
Attention: Jason Zirnis**

BID DUE DATE: **TUESDAY, MAY 7, 2024 AT 2:00PM**

BIDDERS NAME: \_\_\_\_\_

We have examined the Contract Documents for the proposed project as prepared by PARTNERS in Architecture, PLC.

In accordance therewith, the undersigned proposes to furnish all labor and materials for construction as set forth in the Contract Documents, including the following Addenda, if any (fill in the addenda number, thus confirming receipt):

Addendum Number \_\_\_\_\_ Addendum Number \_\_\_\_\_ Addendum Number \_\_\_\_\_

1. Accompanying the proposal is a bid security for work required to be furnished by the Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, by the dates listed in Specification Section 011000 – Summary; provided that a notice to proceed is issued within thirty (30) days.
3. I understand that the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
4. Attached herewith are the documents requested in the Supplementary Instructions to Bidders, Specification Section 002213, paragraph 4.3.5.

**A. BASE BID:** (Insert a base bid amount in the blank provided).

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**B. UNIT PRICING:**

1. None

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**C. SCHEDULE: Refer to Specification Section 011000 for schedule requirements.**

1. Start Work on Site: \_\_\_\_\_
2. Calendar Days to achieve Substantial Completion: \_\_\_\_\_

**D. NON-IRAN LINKED BUSINESSES**

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

**E. FEDERAL DAVIS/BACON REQUIREMENTS**

I understand that the project is funded by the Federal ESSER program and that wage rates for workers are to follow Davis/Bacon Prevailing Wage requirements outlined in the Supplementary General Conditions Section 008000.

**F. COMPANY / CONTACT INFORMATION**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Corporate Officer Name: \_\_\_\_\_ Title \_\_\_\_\_

Corporate Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

**END OF BID FORM**

# *Hazel Park Schools*

## *District Wide Door Assessment*

Hazel Park Schools  
1620 E. Elza St, Hazel Park, MI 48030  
248-544-5443

Company Name: \_\_\_\_\_

According to Section 1267 of the Revised School Code the bid must be accompanied with a sworn and notarized statement disclosing any familial relationship between the owner or an employee of the bidder and any member of the district's board or superintendent of the district.

There are no familial relationships between the bidder, the owner or an employee of the bidder and any member of the district's board or superintendent.

Yes, there is a familial relationship between the bidder, the owner or an employee of the bidder and a member of the district's board or superintendent.

If so, please state the person(s) and the relationship:

**Bidder, the Owner and/or Employee**


**District Board and/or Superintendent**


Signature: \_\_\_\_\_

Subscribed and sworn this \_\_\_\_\_ day of \_\_\_\_\_ 2024

In the County of \_\_\_\_\_ State of \_\_\_\_\_

by \_\_\_\_\_  
Notary Public Signature

My commission expires on:

Seal or stamp:

901

AFFIDAVIT OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named contractor (the "Contractor"), pursuant to the compliance certification requirement provided in the Hazel Park Schools (the "School District") District Wide Security Upgrades, (the "RFP), hereby certified, represents and warrants that the Contractor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any services under the contract.

The Contract further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that the person has submitted the false certification.

CONTRACTOR:

\_\_\_\_\_  
Name of Contractor

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021,

by \_\_\_\_\_.

\_\_\_\_\_  
, Notary Public  
County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

## CONTRACTOR'S QUALIFICATION STATEMENT FOR GENERAL CONTRACTORS

### HAZEL PARK SCHOOLS DISTRICT WIDE DOOR ASSESSMENT

#### INSTRUCTIONS AND PROCEDURES

All Bidders must submit with their bid, a completed AIA A305-2020 Contractor's Qualification Statement and associated Exhibits A - E, as modified below and containing the additional requested information.

- A. GENERAL INFORMATION. The Hazel Park Schools School District is requesting qualifications from interested General Contractors that are submitting a bid for the Proposed District Wide Security Improvements project, for multiple district buildings.

The completed Contractor's Qualification Statements will be evaluated by Hazel Park Schools in conjunction with the submitted bids to determine the lowest responsible bid.

- B. MINIMUM QUALIFICATION CRITERIA. Prospective bidders shall have the following minimum qualifications.

1. The Contractor shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any construction contract within that time or have any pending judgements.
2. The Contractor shall have completed at least three (3) municipal / institutional projects with each project having a construction value of at least \$1,500,000, within the last ten (10) years.
3. The Contractor shall have demonstrated abilities and documented processes to effectively manage a construction project, maintain a construction schedule and expeditiously close out a project.
4. The Contractor shall be able to provide a 100% payment and performance bond for the project and must be able to provide the specified insurances.

- C. CONTRACTOR'S QUALIFICATION STATEMENT. Contractor shall submit a completed AIA A305-2020 Contractor's Qualification Statement and associated Exhibits as listed below:

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project Specific Information
- Exhibits D & E – Contractor's Past Project Experience

1. Provide the information requested in AIA A305-2020, (including exhibits) as well as the additional / modified information requested below:
  - a. Exhibit A – Add paragraph A3.6 - Provide a specific project management plan and milestone schedule for this project, be sure to consider phases. Provide enough detail to convey your understanding of the project as well as how you will deliver a successful project.
  - b. Exhibit A – Add paragraph A5.1 - Explain why your Company is best suited for this project.

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CONTRACTOR'S QUALIFICATION STATEMENT  
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- c. Exhibit C - Revise Paragraph C1.4 to read: Include resumes of specific personnel likely to be assigned to this project for the roles of: principal, project manager, project engineer and construction site superintendent. Provide relevant project experience of each individual as well as their current workloads (commitments for other projects). Provide a detailed description of their role for this project, include indications of time commitment (ie: full time, ½ time, etc.).
- d. Exhibit D – In addition to listing (4) recent / completed projects, include a listing of all construction projects your organization has in process, giving the name of the project, owner, owner's contact name and phone number, architect, architect's contact name and phone number, initial contract amount, change order costs to date, scheduled and anticipated completion dates and percentage of the work being performed with your own forces.

D. EVALUATION

1. Process. Firms submitting their bids and Contractor's Qualification Statement will be evaluated by the Hazel Park Schools School District as well as their Architect. The evaluation will be based on the information provided in the firm's submission, oral interviews, as well as any other information the District or the Architect obtains. Contractors will not only be evaluated on bid price, but also: contractor's technical understanding of the project, contractor's project management approach to accomplishing the project, contractor's capacity and capability to perform and contractor's past project experience.
2. Firms which have submitted incomplete information may be provided an opportunity to correct any deficiencies which is at the sole discretion of the District. The District will notify the contractor in writing indicating the specific items which need to be addressed in order to be considered for this project.
3. The District expressly reserves the right to reject any and all bids, including the bid of any contractor that is not reasonably determined to be "responsible" in conjunction with the submitted information, evaluation factors or the Responsibility Criteria outlined below. The District may consider the following information in determining whether a contractor is a Responsible Contractor. This is not intended to be an all-inclusive or exhaustive list.

E. RESPONSIBILITY CRITERIA

1. General information about the contractor's company, its principals, and its history, including state, date of formation and type of legal entity which the contractor utilizes to perform its business.
2. Evidence that the contractor and its employee(s) are appropriately licensed and are certified to perform the work that has been bid.
3. A confirmation that all subcontractors, employees and other individuals working on the Construction Project will maintain current applicable licenses and certifications with all appropriate licensing agencies including the Michigan Bureau of Construction Codes and Fire Safety, or any successor agency, and as may otherwise be required by law for all licensed occupations and professions.
4. Documentation that contractor has implemented a MIOSHA-approved safety/training program for employees used on the proposed job site.
5. A detailed description of the warranty statement covering labor and materials, which will be provided by the contractor if it is awarded the contract.

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6. A list of any and all litigation or arbitrations involving the contractor within the past five (5) years, including an explanation of the circumstances surrounding the dispute, the remedy sought, and how the dispute was resolved or, if pending, the status of the litigation or arbitration.
7. Evidence of insurance, including certificates of insurance, confirming existence and amount of coverage for liability, property damage, workers compensation, and any other insurances required by the proposed contract documents, if it is awarded the contract.
8. References from individuals or entities that have received in the past ten (10) years, or that are currently receiving, the contractor's services, including information regarding records of performance and job site cooperation.
9. A detailed description of any quality assurance program used by the contractor.
10. Evidence of the existence of a drug and alcohol program which will prevent all of the contractor's employees from entering Township property under the influence of drugs or alcohol for each employee that will be working on the job site.
11. Evidence of the existence of criminal records check procedure for each employee that will be working on the job site.
12. Any other relevant expertise, equipment, or ability of the contractor to perform the Construction Project, or relevant portion thereof.

**END OF SECTION 003111**

**SECTION 003119 - EXISTING CONDITION INFORMATION**

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Existing drawings that include information on existing conditions including previous construction at Project site are available upon request. Send request for existing drawings to Matt Showalter, Project Manager: [mshowalter@partnersinarch.com](mailto:mshowalter@partnersinarch.com)
- C. Related Requirements:
  - 1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

**END OF SECTION 003119**

**SECTION 003126 - EXISTING HAZARDOUS MATERIAL INFORMATION**

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments (which are available upon request) is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and the referenced documents are not part of the Contract Documents.
- B. Existing asbestos reports for Project area, may be available for viewing by Digital Download from the Architect upon written request. Send request for reports to Matt Showalter, Project Manager: [mshowalter@partnersinarch.com](mailto:mshowalter@partnersinarch.com)
- C. Related Requirements:
  - 1. Document 003119 "Existing Condition Information" for information about existing conditions that is made available to bidders.
  - 2. Section 024119 "Selective Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.

**END OF SECTION 003126**

**SECTION 004313 - BID SECURITY FORMS**

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A312-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; <https://www.aiacontracts.org/>; email: [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

**END OF SECTION 004313**

**SECTION 004373 - PROPOSED SCHEDULE OF VALUES FORM**

1.1 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
- B. Arrange schedule of values using AIA Document G703-1992.
  - 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; [https://www.aiacontracts.org/ library](https://www.aiacontracts.org/library); (800) 942-7732.

**END OF SECTION 004373**

## SECTION 006000 - FORMS

### 1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
  - 1. AIA Document A101, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."
    - a. The General Conditions for Project are AIA Document A201, "General Conditions of the Contract for Construction."

### 1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.
- C. Preconstruction Forms:
  - 1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
  - 2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."
- D. Information and Modification Forms:
  - 1. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
  - 2. Change Order Form: AIA Document G701, "Change Order."
  - 3. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
  - 4. Form of Change Directive: AIA Document G714, "Construction Change Directive."
- E. Payment Forms:
  - 1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
  - 2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
  - 3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
  - 5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

**END OF SECTION 006000**

# DRAFT AIA® Document A201® - 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

«Hazel Park Schools-PIA 23-119»  
« District-Wide Door Assessment  
Hazel Park, MI 48030»

### THE OWNER:

(Name, legal status and address)

«Hazel Park Schools»«»  
«1620 E. Elza  
Hazel Park, MI 48030»

### THE ARCHITECT:

(Name, legal status and address)

«PARTNERS in Architecture, PLC»«»  
«65 Market Street  
Mount Clemens, MI 48043»

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, *Guide for Supplementary Conditions*.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
  - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
  - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
  - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - .5 damage to the Owner or a Separate Contractor;
  - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- 2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### **§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### **§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## **§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



### Davis-Bacon Instructions for SRF Projects

To be included in the Contract Documents:

- The entire contents of 29 CFR 5.5
- The appropriate wage determination ( building ). This determination must be the most current and have been in effect at least 10 days prior to bid opening. If a wage determination for the project location is not available, then the Statewide wage determination may be used. If it takes longer than 90 days to execute contracts and the wage determination changes, then the new wage rates must be incorporated into the contract. Wage Determinations can be found at:

During Construction:

- Post the Davis-Bacon Poster: <https://www.dol.gov/agencies/whd/posters/dbra>
- Post the appropriate wage rates. These should be the ones included in the specifications and any new classifications approved by the Department of Labor.
- Weekly payrolls are to be maintained onsite for all subject contractors and subcontractors. Number them for each week of the construction period including weeks that do not have payroll. Form WH 347 is suggested. Do not submit these to the State SRF office, submit them to the municipality for review. Link to Form WH 347 - <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>
- The municipality will conduct interviews with employees when there are irregularities concerning wages being paid. Use Standard Form 1445.
- For additional wage classification approvals, complete form SF 1444 found at this link: <https://www.gsa.gov/forms-library/request-authorization-additional-classification-and-rate> Email this form to: [WHD-CBACONFORMANCE\\_INCOMING@dol.gov](mailto:WHD-CBACONFORMANCE_INCOMING@dol.gov)

The entire contents of this package is:

- 1) These Instructions
- 2) 29 CFR 5.5
- 3) Davis-Bacon Poster
- 4) Payroll form WH 347

### System for Award Management (SAM) Unique Entity Identifier Requirements

Unless exempt from these requirements under OMB guidance at 2 CFR Part 25 (e.g., individuals), applicants must:

1. Be registered in the System for Award Management (SAM) prior to submitting a proposal under this announcement. SAM information can be found at [sam.gov](https://sam.gov)
2. Maintain an active SAM registration with current information at all times during which it has an active federal award or an application or proposal under consideration by a federal awarding agency, and
3. Provide a valid unique entity identifier in its application (e.g., provide its DUNS number in each application or proposal it submits to the agency). *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities. Applicants can receive a DUNS number, at no cost, by calling the dedicated toll-free DUNS Number request line at 1-866-705-5711, or visiting the Dunn & Bradstreet (D&B) website at <https://fedgov.dnb.com/webform/>

If an applicant fails to fully comply with these requirements by the time the contract is ready to be awarded, it may be determined that the applicant is not qualified to receive an award and use that determination as a basis to make an award to another applicant.

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e. g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A. 3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5. 5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; Liability for unpaid wages; Liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# Project Wage Rate Sheet

U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			\$
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Plumbers			\$			\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
OTHER CLASSIFICATIONS						
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL	
			\$			
			\$			
			\$			
			\$			

## SECTION 008000 - SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201/2017 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### SUPPLEMENTARY CONDITIONS

#### ARTICLE 16 MODIFICATIONS TO THE GENERAL CONDITIONS

- 16.1 Modification of ARTICLE 1 GENERAL PROVISIONS
  - 16.1.1 Modification of Paragraph 1.1 BASIC DEFINITIONS
    - 16.1.1.3 Add to Subparagraph 1.1.3:

The definition of 'Work' shall also include labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.
- 16.2 Modification of ARTICLE 2 OWNER
  - 16.2.1 Modification of Paragraph 2.1 GENERAL
  - 16.2.2 Modification of Paragraph 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
    - 16.2.2.3 Add to Subparagraph 2.2.3:

However, Contractor shall notify Owner of any errors, problems or inaccuracies which it becomes aware of in the course of its use of such surveys.
  - 16.2.4 Modification of Paragraph 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK
    - 16.2.4.1 Add Subparagraph 2.4.1:
      - 2.4.1 The Contractor agrees that the Owner, by mutual agreement with the Contractor, shall have the right to place and install equipment and machinery during the progress of the Work before the completion of the various parts of the Work; and further agrees that such placing and installation of equipment shall not in any way effect the completion of the Work or any portion thereof, nor signify the Owner's acceptance of the Work or any portion thereof. Should the Owner place or install such equipment and machinery with its own forces, then it shall be responsible for any damage to Work of the Contractor caused by the Owner's work or workers. Should the Owner have such placement or installation performed by another contractor, then the Owner shall require said contractor to be responsible for all such damage caused by its work, its workmen, or its subcontractor.

- 16.3.4 Modification of Paragraph 3.4 LABOR AND MATERIALS
- 16.3.4 Add Subparagraphs 3.4.4, 3.4.5, 3.4.6 and 3.4.7:
  - 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of issuance of the proposed Contract Documents and shall be installed in strict accordance with manufacturer's directions.
  - 3.4.5 Where the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations and other statutory provisions pertaining to the Work, or above the quality of normal construction or trade standards, such Work shall be performed and completed by the Contractor in accordance with the Contract Documents.
  - 3.4.6 Immediately after the issuance of a Letter of Intent or the award of the Contract for the Work to the Contractor, and prior to the first Request for Payment, The Contractor shall submit to the Architect a schedule indicating the name of manufacturers of all material and equipment which it and its Subcontractors propose for use in the Work. No material or equipment shall be ordered until acceptance of the manufacturer is received from the Architect.
  - 3.4.7 Identifying Markings: Where the manufacturer's name, patent numbers, Underwriter's labels, model numbers or similar identifying marks are required, locate such markings as inconspicuously as possible. In no case will such marks be acceptable as part of basic design.
- 16.3.5 Modification of Paragraph 3.5 WARRANTY
- 16.3.5.1 Add Subparagraph 3.5.1:
  - 3.5.1 The Contractor shall:
    - .1 Warrant that all materials and workmanship of all of the Work of the Contract will be serviceable, satisfactory, and will perform dependably, without excessive or unusual maintenance or care, the functions for which it was designed and free of defects in materials or workmanship for a period of at least two (2) years, and for such longer periods and special requirements as may be specified for individual types of materials, equipment, or Work, under individual Sections of the Specifications. Such warranty is in addition to and independent of any warranty or guarantee of any Subcontractor, Supplier or Manufacturer.
    - .2 Submit the above warranty, and all warranties required by the Contract Documents to be delivered by Subcontractors, executed by the Contractor in written form and deliver all to the Owner as a condition precedent to Final Payment.
    - .3 Commence any work required hereunder within seven (7) working days after receipt of written notice to do so by the Owner. If The Contractor shall fail or neglect to do so or to

complete the fulfillment of its obligations hereunder within thirty (30) days of receipt of said notice or such longer period as may be authorized by the Owner, the Owner shall have the right to perform all or any part of the Work or employ another person to do all or part of such Work and charge the expense thereof to the Contractor.

.4 Warranties shall be assignable and enforceable by all future Owners of the project.

#### 16.3.7 Modification of Paragraph 3.7 PERMITS, FEES AND NOTICES

16.3.7.1 Add to the end of Paragraph 3.7.1:

or which are required for the completion of the Project.

16.3.7.6 - .9 Add Subparagraphs 3.7.6, 3.7.7, 3.7.8 and 3.7.9:

3.7.65 The Contractor shall obtain a Certificate of Occupancy as required for partial and complete occupancy by the Owner. The Contractor shall pay all fees necessary to secure said Certificates and shall deliver said Certificate to the Architect or Owner.

3.7.7 The Contractor shall furnish to the local authorities all necessary bonds or cash deposits required as a pledge and security for the protection or maintenance of any public property or as otherwise stipulated.

3.7.8 Contractor shall be responsible for all approvals and permits not specifically enumerated as the Owner's responsibility in paragraph 2.2.2 hereof or in the Contract Documents.

3.7.9 A photocopy of the building permit shall be delivered to the Architect and Owner as soon as it is obtained.

#### 16.3.9 Modification of Paragraph 3.9 SUPERINTENDENT

16.3.9 Add Subparagraphs 3.9.4, 3.9.5 and 3.9.6:

3.9.4 The Contractor's Superintendent or his duly authorized representative, shall remain in attendance at the Site and shall be present at all times when work of any kind is being done, including work done at other than normal working hours.

3.9.5 The Contractor's Superintendent shall not be removed except for valid cause acceptable to the Architect and the Owner in which case another Superintendent acceptable to them shall be provided.

3.9.6 Any employee of the Contractor whom the Architect or Owner considers detrimental to the proper carrying out of the Work is to be removed promptly on the request of the Architect or Owner.

#### 16.3.17 Modification of Paragraph 3.17 ROYALTIES AND PATENTS

16.3.17 Add Subparagraphs 3.17.1 and 3.17.2:

- 3.17.1 Use of Printed Materials: Contractors and suppliers shall agree that the Owner may, without cost, duplicate, publish, use, dispose of, and disclose in any manner and for any periods whatsoever, and have others so do, all Subject Data (whether or not copyrighted) which may be submitted or delivered to the Owner for use in the course of, or under, any Work performed for the Owner, or which may relate to said Work. By "Subject Data" is meant all writings (including, without limitation, instructions manuals, operating manuals, maintenance manuals and specifications), sound recordings, pictorial reproductions, drawings, prints, photographs and graphical representations, and works of a nature similar to any of the foregoing. In the event any such Subject Data shall be covered by copyright, Contractors and suppliers shall agree to grant to the Owner or obtain for the Owner the copyrighted material, a royalty-free, non-exclusive and irrevocable license, including a right to sublicense thereunder.
- 3.17.2 Any provision or provisions of these General Conditions or of the Contract to the contrary notwithstanding, the Owner shall have the right at any time to modify, remove, obliterate, or ignore any marking not authorized by the terms of the Contract on any piece of Subject Data furnished or delivered under the Contract.
- 16.4 Modification to ARTICLE 4 ADMINISTRATION OF THE CONTRACT
  - 16.4.1 Modification to Paragraph 4.1 ARCHITECT:
    - 16.4.1.1.1 Add Subparagraph 4.1.1.1 in its entirety and substitute:
      - 4.1.1.1 Architect - As used herein and elsewhere in the Contract Documents, the term "Architect" shall mean PARTNERS in Architecture, PLC, 65 Market Street, Suite 200, Mount Clemens, MI 48043, acting individually or through any agents, consultants, or representatives duly authorized to act in its behalf, subject to the provisions of the Owner/Architect Agreement for the Project between Owner and PARTNERS in Architecture, PLC ("Architect").
- 16.5 Modifications of ARTICLE 5 SUBCONTRACTORS
  - 16.5.2 Modification of Paragraph 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
    - 16.5.2.1 Add to Subparagraph 5.2.1:

The list of proposed subcontractors shall be submitted within 24 hours of bid opening by the low bidder(s), which list shall upon acceptance by the Owner be incorporated into the Contract.
  - 16.5.3 Modification to Paragraph 5.3 SUBCONTRACTUAL RELATIONS
    - 16.5.3 Add Subparagraphs 5.3.1:
      - 5.3.1 Contractor shall furnish Owner a copy of each subcontract within ten days after it is executed.

16.7 Modifications to ARTICLE 7 CHANGES IN THE WORK

16.7.1 Modification to Paragraph 7.1 GENERAL

16.7.1 Add Subparagraphs 7.1.4, 7.1.5, 7.1.6 and 7.1.7:

7.1.4 Proposal Request is a Change Proposal: A document issued by the Architect and signed by the Contractor, containing a price quotation for Changes in the Work as described by a written "Change Description" and supplemented when necessary by revised drawings all attached thereto.

7.1.5 Contractor shall make no claims for extra cost on account of delay in completion of the Work caused by any Changes in the Work except as expressly provided in the executed Change Order authorizing said Change.

7.1.6 Changes in Contract Sum:  
For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to charge and accept payment for his overhead, bonds, insurance, field supervision, profit and all other general conditions items / related miscellaneous costs at the following percentages of the cost attributable to the change in the Work:

- .1 Ten percent (10%) for Work (labor and materials) by the Contractor not involving subcontractors;
- .2 Ten percent (10%) for Work (labor and materials) by subcontractors;
- .3 When both additions and credits are involved in any change, the allowable markup shall be figured on the basis of the net increase, if any;

7.1.7 A detailed breakdown of material (quantity and type) and an hourly breakdown of labor must be submitted with each request for additional compensation.

16.8 Modifications to ARTICLE 8 TIME

16.8.2 Modification to Paragraph 8.2 PROGRESS AND COMPLETION

16.8.2.1 Add to paragraph 8.2.1:

and that Contractor is capable of properly completing the Work within the contract time.

16.9 Modifications to ARTICLE 9 PAYMENTS AND COMPLETION

16.9.2 Modifications to Paragraph 9.2 SCHEDULE OF VALUES

16.9.2 Add to Subparagraph 9.2:

9.2 The schedule of values shall only be used after approval by Architect.

16.9.2.2 Add Subparagraph 9.2.1:

- 9.2.1 Initial Sworn Statements. Prior to commencement of the Work, the Contractor shall deliver to the Owner, a contract or sworn statement, duly executed and acknowledged and in form satisfactory to the Owner, listing all subcontracts and the amount of each such subcontract, together with a similar sworn statement from each subcontractor and, where appropriate, from sub-subcontractors.

16.9.3 Modification of Paragraph 9.3 APPLICATIONS FOR PAYMENT

16.9.3.4 Add to Subparagraph 9.3.1.3:

- 9.3.1.3 Each application for payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:
- .1 A duly executed and acknowledged sworn statement showing all subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all subcontractors and, where appropriate, from sub-subcontractors; and
  - .2 Duly executed Waivers of Mechanic's and Material Liens establishing payment or satisfaction of all such obligations.

16.9.4 Modification to Paragraph 9.4 CERTIFICATES FOR PAYMENT

16.9.4 Add Subparagraph 9.4.3:

- 9.4.3 If so directed by the Owner or Architect, the Contractor shall, within fifteen (15) days from the date of Owner's remittance, submit partial waivers of lien signed by each Subcontractor designated by the Owner, in a form acceptable to the Owner, for the full amount of the sum included for said Subcontractor, in the Owner's remittance for the previous month. Failure to submit partial waivers of lien shall justify the withholding of future payments by the Owner until said delinquent waivers are received by the Owner.

16.9.4.3 Add Subparagraph 9.4.3:

- 9.4.3 The Owner agrees to make payments to the Contractor on account of the Contract provided in the Agreement.
- .1 Following Substantial Completion: Following the date of Substantial Completion, the Contractor may request the Architect to inspect the project and deliver to Contractor a list of work necessary to Final Completion. Promptly following certification by the Architect to the Owner that the work on such list has been satisfactorily completed, the Owner will pay to Contractor such additional sum as may be necessary to bring the total payments to Contractor to 98% of the total Contract Sum, adjusted as provided in the Contract Documents.

16.9.6 Modification to Paragraph 9.6 PROGRESS PAYMENTS

16.9.6.1 Add to Subparagraph 9.6.1:

9.6.1 Payments shall be made at the sole discretion of Owner with the advice and comment from Architect.

16.10 Modification to Article 10 PROTECTION OF PERSONS AND PROPERTY

10.1. Add the following subparagraph 10.3.1.1

: 10.3.1 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.1.1 Notification of assumed lead-containing materials

The intent of this section is to formally notify all Contractors and Sub-Contractors applying for bidding on work covered within construction documents that, due to the age of the facilities within the project, there is the presumption that building components do contain lead-based paint pursuant to OSHA definition. The owner has not conducted lead-based paint inspections. As a result, all Contractors bidding must assume that painted surfaces do contain lead-based paint.

Furthermore, all awarded Contractors and Sub-Contractors shall be responsible to comply with all applicable Federal and Michigan State Lead regulations including, but not limited to, 29 CFR Part 1926.62 of the OSHA Lead Construction Standard, (part 603 of the Michigan State Standard), and EPA's Lead Renovation and Painting Rule (RRP Rule). All costs associated with renovations and the regulatory compliance shall be borne by the Contractor and/or Sub-Contractor and thus included within the submitted bids.

16.11 Modification to Article 11 INSURANCE AND BONDS

11.1. Delete Article 11 and replace with the following:

: 11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall not commence Work under the Contract until it has obtained all insurance required by the Contract Documents and such insurance has been approved by the Owner; nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Unless otherwise provided in the Contract Documents, the Contractor shall provide insurance as follows:

- .1 Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of the Contract such Liability and Property Damage Insurance (construed as including Contractor's Contingent or Protective Insurance to protect the Contractor from damage claims arising from operations under the Contract) as shall protect it and the Owner from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the

Contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them.

Contractor will maintain the following insurance: Broad Form Comprehensive General Liability, (including Operations and Premises Liability, Independent Contractors Protective Liability (maintained in effect for a period of three years after the date of final payment), Personal Injury Liability, Broad Form Property Damage Liability endorsement, Explosion, Collapse and Underground Liability endorsement, Blanket Contractual Liability Insurance) Comprehensive Auto Liability, and Workers' Compensation coverage, all of which shall be written on an occurrence basis for not less than the following limits of liability, or any limits required by law whichever is greater.

- a. Workmen's Compensation-Statutory/Employers-Liability \$500,000
- b. Comprehensive General Liability-Per Person (Occurrence) Aggregate  
  
Bodily & Personal Injury \$1,000,000/\$2,000,000  
Property Damage \$1,000,000/\$2,000,000 Aggregate
- c. Automobile Liability-per Person (Occurrence) Aggregate  
  
Bodily Injury \$1,000,000  
Property Damage \$1,000,000/\$2,000,000

- .2 All Certificates of Insurance and duplicate policies of an outsider, vendor or contractor, shall contain the following clauses:
  - (1) Any coverage afforded the Owner shall apply as primary and not excess to any insurance issued in the name of the Owner.
  - (2) The insurance company(s) issuing the policy or policies shall have no recourse against the Owner for payment of any premiums or for assessments under any form of policy.
  - (3) The term 'insured' is used severally, not collectively, but the inclusion in this policy of more than one insured shall not operate to increase the limit of the Owner's liability.
- .3 All certificates are to provide 30 days' notice of material change or cancellation. Certificates of insurance must be provided no less than ten (10) working days before commencement of work to the Owner's Risk Management Department. Insurance carriers are subject to the approval of the Owner. Coverages and limits are also subject to the approval of the Owner as to conformity with Contract requirements.
- .4 In the event that claims in excess of the insured amounts provided are filed by reason of any operations under the services provided by the Contractor, the amount of excess of such claims, or any portion thereof, may be withheld from payment due until such time as the Contractor shall furnish such additional security covering such claims as may be

determined by the Owner.

- .5 Coverage under Property Damage shall include specifically the Explosion, Collapse and Underground Hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to buildings or adjacent structures arising from operations under this Contract, including excavation or tunneling and damage sustained by wires, conduits, mains, sewers and the like, occasioned by the Contractor's subsurface operations.

11.1.2 The Contractor shall require subcontractors, if any, not protected under the Contractor's insurance policies, to take out and maintain insurance of such nature in adequate amounts.

11.1.3 All insurance shall be carried with insurance companies authorized to do business in the State of Michigan.

11.1.4 Add the following Subparagraph 11.1.4:

11.1.4 The Contractor and all subcontractors, to which portions of the work under this Contract are assigned, shall during the continuance of work under this Contract, including extra work in connection therewith, maintain the following insurance coverages:

- .1 Workmen's Compensation and Employer's Liability Insurance in amounts sufficient, in the opinion of the Contractor and the Architect, to protect the Owner, the Architect, the Contractor and the Subcontractors from any liability for bodily injury, sickness or disease (including death resulting at any time therefrom) of any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

## 11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for and at its option may maintain such insurance as will protect it from its contingent liability to others for damages because of bodily injury, including death, which may arise from operations under this Contract, and any other liability for damages which the Contractor is required to insure under any provision of this Contract. This insurance is not for the benefit of the Contractor.

## 11.4 PROPERTY INSURANCE

11.4.1 The Owner shall secure and maintain installation - builders risk insurance for all of the work to be performed on the facility site, against direct physical loss or damage to the work. The policy shall insure the interest of the Owner, the contractor and all subcontractors as their interest may appear at the time of loss or damage to the facility.

The policy shall be written on a 100% replacement cost basis and shall insure against all risks of direct physical loss or damage to all materials, supplies, machinery, equipment, scaffolding, temporary structures and other property of a similar nature, all of which are to be used in or incidental to the erection of the building. The insurance required hereunder is not intended to cover the tools, equipment and other such personal property of Contractor or subcontractors. The risk of loss as to all such personal property shall be borne by the Contractor and

subcontractors. Contractor and its subcontractors waive all rights against Owner for damage or loss of such personal property. The Contractor shall require similar waivers in writing from its subcontractors prior to their commencing operations.

11.4.3 The following Subrogation Clause shall appear in all Fire and Extended Coverage Insurance Policies:

.1 Subrogation Clause: It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right or recovery against any party for loss occurring to the property described herein. Owner, Contractor and subcontractor shall, prior to commencement of construction, obtain in writing mutual waivers of subrogation from their respective property insurers, covering loss or damage to construction machinery, tools, equipment, supplies, temporary construction buildings or other buildings used in connection with the Project."

11.4.4 The insured loss, if any, is to be adjusted with and payable to the Owner, except where payment of all or a proportion of the insurance is to be made to a mortgagee as his interest may appear. Contractor shall submit to Owner for prior approval, any documents concerning insurance premiums required under the Contract Documents to be paid by Contractor on behalf of the Owner. Owner shall be entitled to receive dividends, interest, price reductions, rebates and the like received from insurance companies by Contractor. Reimbursement to Owner for said item is to be made whether related to separate insurance premium return or proportional return for several policies and whether or not made in subsequent years.

11.5.1 The Contractor shall finish bonds as described below, covering the faithful performance of the Contract and the payments of all obligations arising thereunder. The Contract will not be signed until the Owner has received the proper bond specified under this Article, issued by a bonding company licensed to do business in the State where construction will take place, and on the current list of Company's Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certificate copy of the authority to act.

11.5.1.1 Furnish both AIA A312 Performance Bond and AIA A312 Payment Bond in the amount of 100% of the Contract Price.

11.5.1.2 The performance Bond and Payment Bond shall be submitted in the exact form specified in Section 11.5.1.1 above, and with the certificates specified in Section 11.5.1.3, below, and no other modifications addendum whatsoever shall be allowed.

11.5.1.3 Duly executed, notarized and updated Acknowledgements of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

11.5.1.4 Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

11.5.1.4.1 Upon receipt of Notice to Award, contractor is to submit Bonds to the Architect, prior to signing of the contract.

- 16.12 Modification to Article 15 CLAIMS AND DISPUTES
- 16.12.1.1 Add TO 15.1.1: Notwithstanding the foregoing to the contrary, Owner may elect to arbitrate or litigate a Claim at any time in the event that, in the sole Opinion of Owner.
- 16.13.4 Modification to Article 15.1 ARBITRATION
- 15.4 Add the following the beginning of 15.4: Only in the event that Owner agrees in writing to elect arbitration...
- 16.11.1.3 Add paragraphs 13.6
- 13.6 The following provisions apply to all aspects and/or components of the Project that are funded, in whole or in part, with Federal funds, including but not limited to Elementary and Secondary School Emergency Relief ("ESSER") Funds. For those portions of the Project that are completely funded with non-Federal funds (*i.e.*, with Owner sinking fund dollars or other non-Federal monies), the following provisions do not apply unless expressly required by their terms.
- 13.6.1 Suspension and Debarment. The Contractor certifies and affirms by executing this Agreement that it is not included on the Federal Suspension and Debarments list of Excluded Parties List; nor is Contractor affiliated with any party that is included on the Federal Suspension and Debarments list or Excluded Parties List. Additionally, the Contractor agrees to notify the Owner immediately upon becoming suspended or debarred at any time prior to the full completion or earlier termination of the Project.
- 13.6.2 Bonding Requirements. The Contractor shall furnish a performance bond and a payment bond on the forms specified by Owner in the amount of 100 percent (100%) of the Contract Price. The performance bond shall secure fulfillment of all the Contractor's obligations under this Agreement. The payment bond shall assure payment as required by law of all persons supplying labor and material in the execution of the Work provided for in this Agreement and the Project.
- 13.6.3 Equal Employment Opportunity. During the performance of this Agreement, the Contractor agrees as follows:
- 13.6.3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

13.6.3.2 The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

13.6.3.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

13.6.3.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.6.3.5 The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

13.6.3.6 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

13.6.3.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

13.6.3.8 The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to

protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

13.6.4 Federal Prevailing Wage. The Project must comply with the prevailing wage requirements of 40 U.S.C. 3141 *et seq.* (the “Davis-Bacon Act”) including the maintenance of records as may be necessary to enable compliance with the reporting requirements under the Davis-Bacon Act.

13.6.5 Contract Work Hours and Safety Standards Act. As the Contract Price is in excess of \$100,000, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Any work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to the construction Work of the Project and require that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

13.6.6 Clean Air Act and Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

13.6.7 Byrd Anti-Lobbying. The Contractor certifies that: (i) it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352; (ii) it will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award; and (iii) file all required certifications required by the Byrd Anti-Lobbying Amendment.

13.6.8 Domestic Preferences in Procurements. To the greatest extent practicable, the Contractor agrees to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) for the Work under this Agreement. For purposes of this subsection, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

13.6.9 Procurement of Recovered Materials. The Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**END OF SECTION 008000**

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under Owner's separate contracts.
4. Owner-furnished/Contractor-installed (OFCI) products.
5. Contractor's use of site and premises.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and Drawing conventions.

##### B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.2 PROJECT INFORMATION

##### A. Project Identification: Hazel Park School – District Wide Door Assessment

1. Project Location: Varies, Multiple Locations.

##### B. Owner: Hazel Park Schools

##### C. Architect: PARTNERS in Architecture, PLC; 65 Market Street, Mount Clemens, MI 48043

#### 1.3 BID / PROJECT SCHEDULE

##### A. The projected bid schedule milestones are as follows:

1. Issue Documents for Bid: April 17, 2024
2. Pre-Bid Meeting at Project Site: Tuesday, April 22, 2024 at 3:00 p.m. at Hazel Park High School Main Entrance
3. Last Day to Submit Questions: May 1, 2024 at 12:00 p.m.
4. Bids Due: May 7, 2024 - 2:00 P.M.
5. Contractor Interviews: To be scheduled ASAP.
6. Award Recommendation letter provided: Upon approval by Board.

##### B. The projected construction schedule milestones are as follows:

1. Desired Construction Commencement: ASAP.

2. Include on the Bid Form the following information:
  - a. Calendar date to start work on site.
  - b. Number of calendar days required to achieve Substantial Completion.
3. Project Closeout: All project closeout activities shall be completed within thirty (30) days following the substantial completion date.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  1. Provide all labor, material and equipment necessary to replace existing mechanical equipment. Work includes architectural trade work, mechanical, plumbing and electrical work to support the same.
- B. Type of Contract:
  1. Project will be constructed under a single prime contract.

#### 1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

#### 1.6 OWNER-FURNISHED PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated.
- B. Owner-Furnished/Contractor-Installed (OFCI) Products: NA

#### 1.7 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: The contractor will have access to the areas scheduled to be renovated. Those areas which are to not receive work are off limits to Contractor unless specifically requested by contractor.
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Driveways, Walkways, and Entrances: Keep driveways, loading areas, and entrances serving premises that are not scheduled to receive new work, clear and available to Owner, Owner's employees, and emergency vehicles at times which will be determined and coordinated after project award with building staff members. Do not use these areas for parking or for storage of materials.

- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations and restore site as required.

## 1.8 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
  - 2. **On-Site Work Hours: All work on site is to be performed during nonscheduled academic times as posted on the District's Academic Calendar or after the last school bell. Note academic days and bell times vary by school; this project includes work at various schools.**
- B. Weekend operation may be allowed if properly coordinated with owner staff.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not allowed.
- F. Employee Identification: Contractor personnel working on Project site should wear uniforms, company shirts, identification tags, or similar that will allow owner staff to clearly identify them.
- G. Waste Management: Contractor will not be allowed to use owner dumpsters, and must provide their own for the purposes of construction activities. Location shall be coordinated with, and approved by District Administration.

## 1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

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1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  3. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 011000**

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Document 002600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
  - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Substitution Request Form 1.5C
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Indicate deviations, if any, from the Work specified.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.

- f. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
        - g. Cost information, including a proposal of change, if any, in the Contract Sum.
        - h. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

#### 1.5 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed after bidding period.

- C. Substitutions for Convenience: Architect will consider requests for substitution if received during the bidding process. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012500**

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012600**

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one-line item for each Specification Section.
  - 1. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - 4. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
  - 5. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  - 6. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

#### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit one signed and notarized digital copy of each Application for Payment to Architect by email. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Submittal schedule (preliminary if not final).
  5. List of Contractor's staff assignments.
  6. Copies of building permits.
  7. Initial progress report.
  8. Report of preconstruction conference.
  9. Certificates of insurance and insurance policies.
  10. Performance and payment bonds.
  11. Data needed to acquire Owner's insurance.

- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706.
  5. AIA Document G706A.
  6. AIA Document G707.
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 012900**

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Informational Submittals
  - 2. RFIs.
  - 3. Digital project management procedures.
  - 4. Project meetings.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

#### 1.3 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Owner name.
  - 2. Owner's Project number.
  - 3. Name of Architect.
  - 4. Architect's Project number.

5. Date.
  6. Name of Contractor.
  7. RFI number, numbered sequentially.
  8. RFI subject.
  9. Specification Section number and title and related paragraphs, as appropriate.
  10. Drawing number and detail references, as appropriate.
  11. Field dimensions and conditions, as appropriate.
  12. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  13. Contractor's signature.
  14. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Use Architect's standard form or Contractor's standard form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow no less than three days for Architect's response for each RFI when the subject matter is urgent or critical to construction schedule. Otherwise, allow for seven days for Architect's response. Indicate requested response timeframe on the RFI form. RFIs received by Architect after 4:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log upon request from the architect. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.

6. Date the RFI was submitted.
7. Date Architect's response was received.

- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

#### 1.4 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
  3. Digital Drawing Software Program: Contract Drawings are available in AutoCAD '.dwg' format.
  4. Contractor shall execute a standard data licensing agreement provided by Architect.
    - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall also execute a data licensing agreement.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
  3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

#### 1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties may be required to be in attendance. Architect shall confirm participants with each party prior to scheduling the meeting. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.

- d. Critical work sequencing and long lead items.
  - e. Designation of key personnel and their duties.
  - f. Lines of communications.
  - g. Use of web-based Project software.
  - h. Procedures for processing field decisions and Change Orders.
  - i. Procedures for RFIs.
  - j. Procedures for testing and inspecting.
  - k. Procedures for processing Applications for Payment.
  - l. Distribution of the Contract Documents.
  - m. Submittal procedures.
  - n. Preparation of Record Documents.
  - o. Use of the premises and existing building.
  - p. Work restrictions.
  - q. Working hours.
  - r. Owner's occupancy requirements.
  - s. Responsibility for temporary facilities and controls.
  - t. Procedures for moisture and mold control.
  - u. Procedures for disruptions and shutdowns.
  - v. Construction waste management and recycling.
  - w. Parking availability.
  - x. Office, work, and storage areas.
  - y. Equipment deliveries and priorities.
  - z. First aid.
  - aa. Security.
  - bb. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates, so that Architect may participate if they deem necessary.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility requirements.
    - k. Time schedules.

- l. Weather limitations.
  - m. Manufacturer's written instructions.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Contractor shall conduct progress meetings at regular intervals, to be determined at the preconstruction conference.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Architect, the Contractor may wish to invite subcontractors, suppliers, and other entities concerned with current progress or involved in planning, coordination, or performance of future activities. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.

- 6) Access.
  - 7) Site use.
  - 8) Temporary facilities and controls.
  - 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of Proposal Requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013100**

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's Construction Schedule.
  2. Construction schedule updating reports.
  3. Daily construction reports.
  4. Site condition reports.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  2. Predecessor Activity: An activity that precedes another activity in the network.
  3. Successor Activity: An activity that follows another activity in the network.
- B. Event: The starting or ending point of an activity.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
1. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Daily Construction Reports: Submit upon request by the architect.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.

#### 1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from entities involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

#### 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
  4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  1. Phasing: Arrange list of activities on schedule by phase.
  2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  3. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Partial occupancy before Substantial Completion.
    - d. Use-of-premises restrictions.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
  - 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and the Contract Time.
  
- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
  
- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
  
- I. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

## 1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for notice to proceed.
  
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 5 percent increments within time bar.

## 1.7 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.

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2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013200**

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Submittal schedule requirements.
  2. Administrative and procedural requirements for submittals.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

#### 1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

#### 1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
1. Project name.
  2. Date.
  3. Name of Architect.
  4. Name of Contractor.
  5. Name of firm or entity that prepared submittal.
  6. Names of subcontractor, manufacturer, and supplier.
  7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
  8. Category and type of submittal.
  9. Submittal purpose and description.
  10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.

11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

#### 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## 1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams that show factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.

- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
    - a. Project name and submittal number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
    - f. Specification paragraph number and generic name of each item.
  3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
  2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
  5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
  6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
  2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
  3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
  4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
  5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation

of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - a. Name of evaluation organization.
  - b. Date of evaluation.
  - c. Time period when report is in effect.
  - d. Product and manufacturers' names.
  - e. Description of product.
  - f. Test procedures and results.
  - g. Limitations of use.

#### 1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

#### 1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action, as follows:
    - a. No comments noted
    - b. Comments Noted
    - c. Revise and send record copies
    - d. Resubmit information
    - e. Rejected
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review or discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 013300**

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of [five] <Insert number> previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
  - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall have the same meaning as testing agency.
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

### 1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Statement: Submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

### 1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

- B. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement on condition of substrates and their acceptability for installation of product.
  - 2. Statement that products at Project site comply with requirements.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement that equipment complies with requirements.
  - 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 3. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - d. When testing is complete, remove test specimens and test assemblies; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
  2. Costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
1. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected Work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

- F. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. **Contractor's Associated Requirements and Services:** Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

#### 1.9 SPECIAL TESTS AND INSPECTIONS

- A. **Special Tests and Inspections:** Owner will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  - 6. Retesting and re-inspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
  - 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 014000**

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

#### 1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste-handling procedures.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
  - 3. Drinking water.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures".

## PART 3 - EXECUTION

### 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

### 3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
  - 1. Provide superintendent with cellular telephone for use when away from field office.
- I. Electronic Communication Service: Provide a desktop computer in the primary field office adequate to access project electronic documents and maintain electronic communications.
  - 1. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
  - 2. Internet Service: Provide wireless or broadband service with access to the internet.

### 3.4 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Limited site area will be available for parking. Contractor responsible to coordinate parking arrangements for construction personnel. Do not negatively impact local neighboring streets with construction parking.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and authorities having jurisdiction.

- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- H. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner and Architect.
- I. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
  3. Indicate methods to be used to avoid trapping water in finished work.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
  2. Protect stored and installed material from flowing or standing water.
  3. Keep porous and organic materials from coming into prolonged contact with concrete.
  4. Remove standing water from decks.
  5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  2. Keep interior spaces reasonably clean and protected from water damage.
  3. Periodically collect and remove waste containing cellulose or other organic matter.
  4. Discard or replace water-damaged material.
  5. Do not install material that is wet.
  6. Discard and replace stored or installed material that begins to grow mold.
  7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
  3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
    - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure

and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.

- c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### 3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

**END OF SECTION 015000**

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

#### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
  - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
  - 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified

under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
  - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitution: Refer to Section 012500 "Substitution Procedures" for definition and limitations on substitutions.

### 1.3 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

### 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

### 1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
  1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
  2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
  3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
  4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.

- a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
  - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
  - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
  - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
  - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
  2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

**END OF SECTION 016000**

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Installation of the Work.
  - 3. Cutting and patching.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
  
- B. Related Requirements:
  - 1. Section 011000 "Summary" for coordination of Owner-furnished products, and limits on use of Project site.
  - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
  - 3. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

#### 1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
  
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

#### 1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

### 3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb, and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
  1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.
- J. Repair or remove and replace damaged, defective, or nonconforming Work.
  1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

### 3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 COORDINATION OF OWNER'S PORTION OF THE WORK

- A. Site Access: Provide access to Project site for Owner's construction personnel.
1. Provide temporary facilities required for Owner-furnished, Contractor-installed products.
  2. Refer to Section 011000 "Summary" for other requirements for Owner-furnished, Contractor-installed products
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

### 3.7 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.

- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
    - 1. Remove liquid spills promptly.
    - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
  - D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
  - E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
  - F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
  - G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
  - H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
  - I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
  - J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.8 STARTING AND ADJUSTING
- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
  - B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
  - C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
  - D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
  - E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.9 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

**END OF SECTION 017300**

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste for reuse on project.
  - 2. Disposing of nonhazardous demolition and construction waste.

#### 1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

### PART 2 - PRODUCTS < NOT USED >

### PART 3 - EXECUTION

#### 3.1 SALVAGING DEMOLITION WASTE

- A. Comply with requirements in Section 024119 "Selective Demolition" for salvaging demolition waste.
- B. Salvaged Items for Reuse in the Work:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until installation.
  - 4. Protect items from damage during transport and storage.

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5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning: Do not burn waste materials.

**END OF SECTION 017419**

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
  - 2. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 3. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### 1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
  5. Submit testing, adjusting, and balancing records.
  6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.
  4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  6. Advise Owner of changeover in utility services.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements.
  10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
- 1.5 FINAL COMPLETION PROCEDURES
- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect.

- Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

## 1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize list of spaces in sequential order, listed by room or space number.
  2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  4. Submit list of incomplete items in the following format:
    - a. MS Excel Electronic File: Architect will return annotated file.

## 1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  1. Submit by email to Architect.
- D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
    - e. Vacuum and mop concrete.
    - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - h. Remove labels that are not permanent.
    - i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

- k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - l. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
  - m. Clean strainers.
  - n. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

**END OF SECTION 017700**

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory manuals.
  - 2. Emergency manuals.
  - 3. Systems and equipment operation manuals.
  - 4. Systems and equipment maintenance manuals.
  - 5. Product maintenance manuals.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
  - 1. Submit by email to Architect. Enable reviewer comments on draft submittals.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

#### 1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Construction Manager.
7. Name and contact information for Architect.
8. Name and contact information for Commissioning Authority.
9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
10. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 1.5 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
  - 1. Type of emergency.
  - 2. Emergency instructions.
  - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  - 1. Fire.
  - 2. Flood.
  - 3. Gas leak.
  - 4. Water leak.
  - 5. Power failure.
  - 6. Water outage.
  - 7. System, subsystem, or equipment failure.
  - 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
  - 1. Instructions on stopping.
  - 2. Shutdown instructions for each type of emergency.
  - 3. Operating instructions for conditions outside normal operating limits.
  - 4. Required sequences for electric or electronic systems.
  - 5. Special operating instructions and procedures.

## 1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor has delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

## 1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers'

maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.
- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
    - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams.

Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

## 1.8 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 017823**

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record specifications.
  - 3. Record Product Data.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints.
      - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit PDF electronic files of scanned Record Prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

#### 1.3 RECORD DRAWINGS

- 1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Accurately record information in an acceptable drawing technique.
  - c. Record data as soon as possible after obtaining it.
  - d. Record and check the markup before enclosing concealed installations.
  - e. Cross-reference record prints to corresponding photographic documentation.
2. Content: Types of items requiring marking include, but are not limited to, the following:
- a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. Depths of foundations.
  - d. Locations and depths of underground utilities.
  - e. Revisions to routing of piping and conduits.
  - f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Duct size and routing.
  - i. Locations of concealed internal utilities.
  - j. Changes made by Change Order or Construction Change Directive.
  - k. Changes made following Architect's written orders.
  - l. Details not on the original Contract Drawings.
  - m. Field records for variable and concealed conditions.
  - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file.

3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
  - a. Project name.
  - b. Date.
  - c. Designation "PROJECT RECORD DRAWINGS."
  - d. Name of Architect.
  - e. Name of Contractor.

#### 1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  3. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Specifications.

#### 1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as annotated PDF electronic file or scanned PDF electronic file(s) of marked-up paper copy of Product Data.
  1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.6 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 017839**

## SECTION 017900 - DEMONSTRATION AND TRAINING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.
  - 2. Demonstration and training video recordings.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

#### 1.3 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

#### 1.4 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.5 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Systems and equipment operation manuals.
    - c. Systems and equipment maintenance manuals.
    - d. Product maintenance manuals.
    - e. Project Record Documents.
    - f. Identification systems.
    - g. Warranties and bonds.
    - h. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.
  - 4. Operations: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Control sequences.
    - f. Safety procedures.
    - g. Instructions on stopping.
    - h. Normal shutdown instructions.

- i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning.
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
- a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## 1.6 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

## 1.7 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

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- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an appropriate performance-based test.
- F. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

PART 2 - PRODUCTS

PART 3 - EXECUTION

**END OF SECTION 017900**

## SECTION 024119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building, structure, including mechanical and electrical components.
2. Salvage of existing items to be reused or recycled.

#### 1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.3 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and noise control. Indicate proposed locations and construction of barriers.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

#### 1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
1. Before selective demolition, Owner will remove the following items:
    - a. Furniture and Equipment
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.
- F. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## 1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off building utilities with owner.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
  - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
  - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
  - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
  - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
  - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
  - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

### 3.3 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  4. Maintain fire watch during and for at least <Insert number> hours after flame-cutting operations.
  5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  6. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Reinstalled Items:
  1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.4 CLEANING

A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**END OF SECTION 024119**

## SECTION 081416 - FLUSH WOOD DOORS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Five-ply flush wood veneer-faced doors for transparent finish.
2. Factory finishing flush wood doors.
3. Factory fitting flush wood doors to frames and factory machining for hardware.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product, including the following:

1. Door core materials and construction.
2. Door edge construction
3. Door face type and characteristics.
4. Door trim for openings.
5. Factory-machining criteria.
6. Factory-finishing specifications.

B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each type of door; construction details not covered in Product Data; and the following:

1. Door schedule indicating door location, type, size, fire protection rating, and swing.
2. Door elevations, dimension and locations of hardware, lite and louver cutouts, and glazing thicknesses.
3. Details of electrical raceway and preparation for electrified hardware, access control systems, and security systems.
4. Dimensions and locations of blocking for hardware attachment.
5. Clearances and undercuts.
6. Requirements for veneer matching.

C. Samples: For factory-finished doors.

D. Field quality-control reports.

#### 1.3 CLOSEOUT SUBMITTALS

A. Record Documents: For fire-rated doors, list of door numbers and applicable room name and number to which door accesses.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in plastic bags or cardboard cartons
- C. Mark each door on top and bottom rail with opening number used on Shop Drawings.

1.5 FIELD CONDITIONS

- A. Environmental Limitations:
  - 1. Do not deliver or install doors until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and HVAC system is operating and maintaining temperature and relative humidity at levels designed for building occupants for the remainder of construction period.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Delamination of veneer.
    - b. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.
    - c. Workmanship
    - d. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.
  - 2. Warranty also includes installation and finishing that may be required due to repair or replacement of defective doors and frames.
  - 3. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Rated Wood Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated on Drawings, based on testing at positive pressure in accordance with UL 10C or NFPA 252.
  - 1. Temperature-Rise Limit: At vertical exit enclosures and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than 450 deg F above ambient after 30 minutes of standard fire-test exposure.

- B. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control by a qualified testing agency acceptable to authorities having jurisdiction, based on testing in accordance with UL 1784 and installed in compliance with NFPA 105.

## 2.2 FLUSH WOOD DOORS, GENERAL

- A. Quality Standard: In addition to requirements specified, comply with "Architectural Woodwork Standards" and ANSI/WDMA I.S. 1A.

## 2.3 SOLID-CORE, FIVE-PLY FLUSH WOOD VENEER-FACED DOORS FOR TRANSPARENT FINISH

- A. Interior Doors, Solid-Core Five-Ply Veneer-Faced:

1. Basis-of-Design Product: Subject to compliance with requirements, provide "Heritage Collection" Pre-finished wood doors by VT Industries, Inc.; or equal product by one of the following:
  - a. Lambton Doors.
  - b. Lynden Door, Inc.
  - c. Masonite Architectural.
  - d. Oregon Door.
  - e. Oshkosh Door Company.
2. Performance Grade: ANSI/WDMA I.S. 1A Extra Heavy Duty.
3. ANSI/WDMA I.S. 1A Grade: Premium with Grade AA faces.
4. Faces: Single-ply wood veneer not less than 1/50 inch thick.
  - a. Species: Select red oak.
  - b. Cut: Plain sliced (flat sliced).
  - c. Match between Veneer Leaves: Book match.
  - d. Assembly of Veneer Leaves on Door Faces: Center-balance match.
  - e. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.
  - f. Room Match: Match door faces within each separate room or area of building. Corridor-door faces do not need to match where they are separated by 10 feet (3 m) or more.
  - g. Finish: Clear
5. Exposed Vertical Edges: Same species as faces - Architectural Woodwork Standards edge Type A.
  - a. Fire-Rated Single Doors: Provide edge construction with intumescent seals concealed by outer stile. Comply with specified requirements for exposed vertical edges.
  - b. Fire-Rated Pairs of Doors:
    - 1) Provide fire-retardant stiles that are listed and labeled for applications indicated without formed-steel edges and astragals. Provide stiles with concealed intumescent seals. Comply with specified requirements for exposed edges.
    - 2) Screw-Holding Capability: 550 lbf in accordance with WDMA T.M. 10.

6. Core for Non-Fire-Rated Doors:
  - a. WDMA I.S. 10 structural composite lumber.
    - 1) Screw Withdrawal, Face: 550 lbf.
    - 2) Screw Withdrawal, Edge: 550 lbf.
7. Core for Fire-Rated Doors: As required to achieve fire-protection rating indicated on Drawings.
  - a. Blocking for Mineral-Core Doors: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated on Drawings as follows:
    - 1) 5-inch top-rail blocking.
    - 2) 5-inch bottom-rail blocking, in doors indicated to have protection plates.
    - 3) 5-inch midrail blocking, in doors indicated to have armor plates.
    - 4) 5-inch midrail blocking, in doors indicated to have exit devices.
8. Construction: Five plies, hot-pressed bonded (vertical and horizontal edging is bonded to core), with entire unit abrasive planed before veneering.

## 2.4 LIGHT FRAMES AND LOUVERS

- A. Wood Beads for Light Openings in Wood Doors: Provide manufacturer's standard wood beads unless otherwise indicated.
  1. Wood Species: Same species as door faces.
  2. Profile: Flush rectangular beads.
  3. At wood-core doors with 20-minute fire-protection ratings, provide wood beads and metal glazing clips approved for such use.
- B. Metal Frames for Light Openings in Fire-Rated Doors: Manufacturer's standard frame formed of 0.048-inch-thick, cold-rolled steel sheet; with baked-enamel- or powder-coated finish; and approved for use in doors of fire-protection rating indicated on Drawings.
- C. Metal Louvers:
  1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. ASSA ABLOY.
    - b. Allegion plc.
    - c. Anemostat Air Distribution; Anemostat, Inc.; Mestek, Inc.
    - d. J. L. Industries, Inc.; Activar Construction Products Group, Inc.
    - e. L & L Louvers, Inc.
    - f. McGill Architectural Products.
  2. Blade Type: Vision-proof, inverted V.
  3. Metal and Finish:

- a. Hot-dip galvanized steel, 0.040 inch thick, with baked-enamel- or powder-coated finish.
- D. Louvers for Fire-Rated Doors: Metal louvers with fusible link and closing device, listed and labeled for use in doors with fire-protection rating of 1-1/2 hours and less.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. ASSA ABLOY.
    - b. Allegion plc.
    - c. Anemostat Air Distribution; Anemostat, Inc.; Mestek, Inc.
    - d. J. L. Industries, Inc.; Activar Construction Products Group, Inc.
    - e. L & L Louvers, Inc.
    - f. McGill Architectural Products.
  2. Metal and Finish: Hot-dip galvanized steel, 0.040 inch thick, with baked-enamel- or powder-coated finish.

## 2.5 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated.
1. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
  2. Comply with NFPA 80 requirements for fire-rated doors.
- B. Factory machine doors for hardware that is not surface applied.
1. Locate hardware to comply with DHI-WDHS-3.
  2. Comply with final hardware schedules, door frame Shop Drawings, ANSI/BHMA-156.115-W, and hardware templates.
  3. Coordinate with hardware mortises in metal frames, to verify dimensions and alignment before factory machining.
  4. For doors scheduled to receive electrified locksets, provide factory-installed raceway and wiring to accommodate specified hardware.
  5. Metal Astragals: Factory machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.
- C. Openings: Factory cut and trim openings through doors.
1. Light Openings: Trim openings with moldings of material and profile indicated.
  2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."
  3. Louvers: Factory install louvers in prepared openings.

## 2.6 FACTORY FINISHING

- A. Comply with referenced quality standard for factory finishing.

1. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
  2. Finish faces, all four edges, edges of cutouts, and mortises.
- B. Factory finish doors.
- C. Transparent Finish:
1. ANSI/WDMA I.S. 1A Grade: Premium.
  2. ANSI/WDMA I.S. 1A TR-8 UV Cured Acrylated Polyester/Urethane.
  3. Staining: As indicated in Material Finish / Color Schedule, Specification Section 000200.
  4. Sheen: Satin.
- D. Top and Bottom Rails: Factory sealed.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Hardware: For installation, see Section 087100 "Door Hardware".
- B. Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
1. Install fire-rated doors and frames in accordance with NFPA 80.
  2. Install smoke- and draft-control doors in accordance with NFPA 105.
- C. Job-Fitted Doors:
1. Align and fit doors in frames with uniform clearances and bevels as indicated below.
    - a. Do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors.
  2. Machine doors for hardware.
  3. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
  4. Clearances:
    - a. Provide 1/8 inch at heads, jambs, and between pairs of doors.
    - b. Provide 1/8 inch from bottom of door to top of decorative floor finish or covering unless otherwise indicated on Drawings.
    - c. Where threshold is shown or scheduled, provide 1/4 inch from bottom of door to top of threshold unless otherwise indicated.
    - d. Comply with NFPA 80 for fire-rated doors.
  5. Bevel non-fire-rated doors 1/8 inch in 2 inches at lock and hinge edges.
- D. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

### 3.2 FIELD QUALITY CONTROL

- A. Inspection Agency: Owner will engage a qualified inspector to perform inspections and to furnish reports to Architect.
- B. Inspections:
  - 1. Fire-Rated Door Inspections: Inspect each fire-rated door in accordance with NFPA 80, Section 5.2.
  - 2. Egress Door Inspections: Inspect each door equipped with panic hardware, each door equipped with fire exit hardware, each door located in an exit enclosure, each electrically controlled egress door, and each door equipped with special locking arrangements in accordance with NFPA 101, Section 7.2.1.15.
- C. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- D. Reinspect repaired or replaced installations to determine if replaced or repaired door assembly installations comply with specified requirements.

### 3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

**END OF SECTION 081416**

**SECTION 084115 - FIBERGLASS REINFORCED POLYESTER (FRP) DOORS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fiberglass reinforced polyester (FRP) flush doors.

1.02 RELATED SECTIONS

- A. Section 079200 - Joint Sealants: Perimeter sealant and back-up materials.
- B. Section 084313 – Aluminum Framed Storefronts.
- C. Section 087100 - Door Hardware: Hardware items other than those specified in this section.
- D. Section 088000 – Glazing.

1.03 SYSTEM PERFORMANCE – FRP FLUSH DOORS

- A. Provide door assemblies that have been designed and fabricated to comply with requirements for system performance characteristics listed below, as demonstrated by testing manufacturer's corresponding stock systems according to test methods designated.
- B. Thermal Transmission (exterior doors); U-value of not more than 0.09 (BTU/Hr. x sf x degrees F.) per AAMA 1503.01.
- C. Flame Spread/Smoke Developed: Provide FRP doors and panels with the following ratings in accordance with ASTM E 84-79a: Flame Spread: Exterior faces not greater than 145 (Class C); interior faces not greater than 10 (Class A). Smoke Developed: Exterior faces not greater than 345 (Class C); interior faces not greater than 320 (Class A).
- D. Additional Criteria: Provide FRP doors and panels with the following performance:  
ASTM D 256 - nominal value of 13.5  
ASTM D 1242 - nominal value of .23 percent  
ASTM D 570 - nominal value of .20 to .40 percent  
ASTM D 2583 - nominal value of 50

1.04 SYSTEM DESCRIPTION – ALUMINUM STOREFRONT FRAMING SYSTEMS

- A. Performance Requirements: Refer to section 084313 for requirements.

1.05 QUALITY ASSURANCE

- A. Standards: Comply with the requirements and recommendations in applicable specification and standards by NAAMM and AAMA, including the terminology definitions and specifically including the "Entrance Manual" by NAAMM, except to the extent more stringent requirements are indicated.
- B. Installer's Qualifications: Entrances and storefront shall be installed by a firm that has not less than

five (5) years successful experience in the installation of systems similar to those required.

- C. Field Measurement: Field verify all information prior to fabrication and furnish all materials to suit.
- D. Regulation and Codes: Comply with the current edition in force at the project location of all local, state and federal codes and regulations, including the current Americans with Disabilities Act.

#### 1.06 SUBMITTALS

- A. Product Data: Submit Manufacturer's product data, specifications and instructions for each type of door.
  - 1. Include details of core, stile and rail construction, trim for lites and all other components.
  - 2. Include details of door hardware mounting.
- B. Submit shop drawings for the fabrication and installation of the doors and frames, and associated components. Details to be shown full scale. Include glazing details and door hardware schedule.

#### 1.07 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to jobsite in their original, unopened packages with labels intact. Inspect materials for damage and advise manufacturer immediately of any unsatisfactory materials.
- B. Package door assemblies in individual cartons protected so no portion of the door has contact with the outer shell of the container.

#### 1.08 PROJECT WARRANTY

- A. Provide a written warranty signed by manufacturer, installer and contractor, agreeing to replace, at no cost to the Owner, any doors, frames or factory hardware installation which fail in materials or workmanship, within the warranty period. Failure of materials or workmanship includes: excessive deflection, faulty operation of entrances, deterioration of finish, or construction in excess of normal weathering and defects in hardware installation.
  - 1. FRP door warranty period – ten (10) years.
  - 2. Aluminum Storefront, refer to Section 084313.

### PART 2 - PRODUCTS

#### 2.01 ACCEPTABLE MANUFACTURERS

- A. Fiber Reinforced Polyester Door Manufacturer: Subject to compliance with requirements, provide products of the following:
  - 1. Special-Lite, Inc.: "SL-17 Pebble Grain FRP / Aluminum Hybrid Door".

#### 2.02 MATERIALS AND ACCESSORIES

- A. Fasteners: Aluminum non-magnetic stainless steel or other non-corrosive metal fasteners,

guaranteed by the manufacturer to be compatible with the doors, frames, stops, panels, hardware, anchors and other items being fastened, without exposed fasteners.

- B. Compression Weatherstripping: Provide the manufacturer's standard replaceable compressible weatherstripping gaskets of molded neoprene complying with ASTM D 2000 or molded PVC complying with ASTM D 2287.
- C. Sliding Weatherstripping: Provide the manufacturer's standard replaceable weatherstripping of wool, polypropylene, or nylon woven pile, with nylon fabric or aluminum strip backing, complying with AAMA 701.2.

## 2.03 FABRICATION

- A. Sizes and Profiles: The required sizes for door and frame units, and profile requirements are shown on the drawings.
- B. Coordination of Fabrication: Field measure before fabrication, and show recorded measurements on final shop drawings.
- C. Complete the cutting, fitting, forming, drilling and grinding of all metal work prior to assembly. Remove burrs from cut edges, and ease edges and corners to a radius of approximately 1/64".
- D. No welding of doors or frames is acceptable.
- E. Maintain continuity of line and accurate relation of planes and angles. Secure attachments and support at mechanical joints, with hairline fit at contacting members.
- E. Attachment of all hardware shall be made using machine screws which are supplied by the manufacturer.
- F. All holes shall be drilled and tapped using the recommended drill size for the tap required.
- G. Door attachment points shall be minimum of 1/8" thickness.
- H. Where hardware is to be attached to frame stop (Example: exit device strike, door closer shoe, O.H. stop & Etc.) a piece of solid bar stock aluminum sized to fill the frame stop void x 18" long shall be securely attached to the frame tube.

## 2.04 FIBERGLASS REINFORCED POLYESTER (FRP) FLUSH DOORS

- A. Materials and Construction
  - 1. Construct 1-3/4" thickness doors of 6063-T5 aluminum alloy stiles and rails. Provide full width mortise and tendon joints, tie rods through extruded splines top and bottom not approved. 125" tubular shaped stiles and rails reinforced to accept hardware as specified. Furnish integral reglets to accept face sheet to permit a flush appearance. Rail caps or other face sheet capture methods are not acceptable.
    - a. Color: As indicated in Material Finish / Color Schedule, Specification Section 000200.

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2. Extrude top and bottom rail legs for interlocking continuous rail rigidity weather bar and reinforcement for door hardware. Lock face sheet material in place with extruded interlocking edges to be flush with aluminum stiles and rails.
3. Door face sheeting .120" thickness fiberglass reinforced polyester. With pebble-like embossed pattern of the standard colors as indicated on drawings.
4. Core of Door Assembly: Poured in place polyurethane foam (slip in core will not be accepted), minimum five pounds per cubic foot density, with a minimum "R" value of 11. Meeting stiles on pairs of doors, and weather bars with nylon brush weather stripping.
5. Pre-machine doors in accordance with templates from the specified door hardware manufacturers and approved hardware schedule. Factory install hardware.
6. Cutouts: Manufacture doors with cutouts for vision lites, louvers and panels.
7. Provide internal steel reinforcement for specified hardware configurations.
8. Finish: Exposed stiles, rails, trim or trim caps to be 304 stainless steel.
9. Provide Markar HG305 hinge 32D with left hand adjustable-screw for all doors.

2.05 ALUMINUM FINISHES

- A. Refer to Section 084313.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with manufacturer's recommendations and specifications for the installation of the doors and frames. Factory install hardware on the doors.
- B. Set units plumb, level and true to line, without warp or rack of doors or frames. Anchor securely in place. Separate aluminum and other metal surfaces with bituminous coatings or other means as approved by architect.
- C. Set thresholds in a bed of mastic and backseal.
- D. Clean surfaces promptly after installation of doors and frames, exercising care to avoid damage to the protective coatings.
- E. Ensure that the doors and frames will be without damage or deterioration.
- F. Provide Owner with all adjustment tools and instruction sheets. Arrange an in-service session to Owner at Owner's convenience. Any workmanship that is defective or deficient shall be corrected to the Owner's satisfaction and at no additional cost to the Owner.

**END OF SECTION 084115**

## SECTION 084313 - ALUMINUM-FRAMED STOREFRONTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Aluminum-framed storefront systems

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.
  - 1. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
  - 2. Include point-to-point wiring diagrams.
- C. Samples: For each type of exposed finish required.
- D. Entrance Door Hardware Schedule: Prepared by or under supervision of supplier, detailing fabrication and assembly of entrance door hardware, as well as procedures and diagrams.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Energy Performance Certificates: NFRC-certified energy performance values from manufacturer.
- B. Sample warranties.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

#### 1.5 QUALITY ASSURANCE

- A. Qualifications:
  - 1. Installers: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.6 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- B. Special Finish Warranty, Anodized Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
  - 1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure, including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
  - 2. Failure also includes the following:
    - a. Thermal stresses transferring to building structure.
    - b. Glass breakage.
    - c. Noise or vibration created by wind and thermal and structural movements.
    - d. Loosening or weakening of fasteners, attachments, and other components.
    - e. Failure of operating units.
- B. Structural Loads:
  - 1. Wind Loads: Per governing building code for the project area.
- C. Deflection of Framing Members Supporting Glass: At design wind load, as follows:
  - 1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans of up to 13 feet 6 inches and to 1/240 of clear span plus 1/4 inch for spans greater than 13 feet 6 inches.
  - 2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8 inch.
    - a. Operable Units: Provide a minimum 1/16-inch clearance between framing members and operable units.
- D. Structural: Test in accordance with ASTM E330/E330M as follows:

1. When tested at positive and negative wind-load design pressures, storefront assemblies, including entrance doors, do not evidence deflection exceeding specified limits.
  2. When tested at 150 percent of positive and negative wind-load design pressures, storefront assemblies, including entrance doors and anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
  3. Test Durations: As required by design wind velocity, but not less than 10 seconds.
- E. Water Penetration under Static Pressure: Test in accordance with ASTM E331 as follows:
1. No evidence of water penetration through fixed glazing and framing areas, including entrance doors, when tested in accordance with a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft..
- F. Energy Performance: Certified and labeled by manufacturer for energy performance as follows:
1. Thermal Transmittance (U-factor):
    - a. Fixed Glazing and Framing Areas: U-factor for the system of not more than 0.42 Btu/sq. ft. x h x deg F as determined in accordance with NFRC 100.
    - b. Entrance Doors: U-factor of not more than 0.77 Btu/sq. ft. x h x deg F as determined in accordance with NFRC 100.
  2. Solar Heat-Gain Coefficient (SHGC):
    - a. Fixed Glazing and Framing Areas: SHGC for the system of not more than .40 as determined in accordance with NFRC 200.
    - b. Entrance Doors: SHGC of not more than 0.40 as determined in accordance with NFRC 200.
  3. Air Leakage:
    - a. Fixed Glazing and Framing Areas: Air leakage for the system of not more than 0.06 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft. when tested in accordance with ASTM E283.
    - b. Entrance Doors: Air leakage of not more than 1.0 cfm/sq. ft. at a static-air-pressure differential of 1.57 lbf/sq. ft..
  4. Condensation Resistance Factor (CRF):
    - a. Fixed Glazing and Framing Areas: CRF for the system of not less than 35 as determined in accordance with AAMA 1503.
    - b. Entrance Doors: CRF of not less than 57 as determined in accordance with AAMA 1503.
- G. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes.
1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

## 2.2 STOREFRONT SYSTEMS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide EFCO storefront framing systems or a comparable product from one of the following:
1. Kawneer Company, Inc.; Arconic Corporation.
  2. Trulite Glass & Aluminum Solutions, LLC.
  3. Tubelite Inc.
  4. U.S. Aluminum; C.R. Laurence Co., Inc.; CRH Americas, Inc.
  5. YKK AP America Inc.
- B. Storefront Type 'A': Provide EFCO "Series 403 (T)", 2" x 4 1/2" storefront framing system.
- C. Storefront Type 'B': Provide EFCO "Series 406 (T)", 2" x 6 1/2" storefront framing system.
- D. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
1. Exterior Framing Construction: Thermally broken.
  2. Interior Vestibule Framing Construction: Nonthermal.
  3. Glazing System: Retained mechanically with gaskets on four sides.
  4. Finish: Clear anodic finish.
  5. Fabrication Method: Field-fabricated stick system.
  6. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
  7. Steel Reinforcement: As required by manufacturer.
- E. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- F. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- G. Sill Receptor: Manufacturer's standard thermally broken, extruded aluminum sill receptor to allow system in internally drain.

## 2.3 ENTRANCE DOORS

- A. Entrance Doors: Comply with Section 084115 "FRP Doors".

## 2.4 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: As recommended by manufacturer.

## 2.5 MATERIALS

- A. Sheet and Plate: ASTM B209.
- B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221.
- C. Structural Profiles: ASTM B308/B308M.

## 2.6 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.
  - 3. Physical and thermal isolation of glazing from framing members.
  - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 5. Provisions for field replacement of glazing from exterior.
  - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- C. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- D. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
- E. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

## 2.7 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, [AA-M12C22A42/A44, Class I, 0.018 mm or thicker.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Comply with manufacturer's written instructions.
- B. Do not install damaged components.
- C. Fit joints to produce hairline joints free of burrs and distortion.
- D. Rigidly secure nonmovement joints.

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- E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
- F. Seal perimeter and other joints watertight unless otherwise indicated.
- G. Metal Protection:
  - 1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
  - 2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
- H. Set continuous sill members and flashing in full sealant bed, as specified in Section 079200 "Joint Sealants," to produce weathertight installation.
- I. Install joint filler behind sealant as recommended by sealant manufacturer.
- J. Install components plumb and true in alignment with established lines and grades.

3.2 INSTALLATION OF GLAZING

- A. Install glazing as specified in Section 088000 "Glazing."

3.3 INSTALLATION OF FRP ENTRANCE DOORS

- A. Install FRP Entrance Doors as specified in Section 084115 "FRP Doors".
  - 1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.

**END OF SECTION 084313**

## SECTION 087100 – DOOR HARDWARE

### PART 1 - GENERAL

- 1.1 Refer to "General and Special Conditions", and "Instructions to Bidders", Division 1 of Specifications. Requirements of these Sections and the project drawings shall govern work in this section.
- 1.2 Work Included:
- A. Furnish all items of Finish Hardware specified, scheduled, shown or required herein except those items specifically excluded from this section of the specification.
- B. Related work:
1. Division 00 00 00 – Procurement and Contracting Requirements
  2. Division 01 00 00 – General Requirements
  3. Division 06 00 00 – Wood, Plastics, and Composites
  4. Division 08 00 00 – Openings
  5. Division 10 00 00 – Specialties
  6. Division 11 00 00 – Equipment
  7. Division 26 00 00 – Electrical
  8. Division 27 00 00 – Communications
  9. Division 28 00 00 – Electronic Safety and Security
- C. Specific Omissions: Hardware for the following is specified or indicated elsewhere, unless specifically listed in the hardware sets:
1. Cabinet Hardware.
  2. Signs, except as noted.
  3. Folding partitions, except cylinders where detailed.
  4. Sliding aluminum doors
  5. Chain link and wire mesh doors and gates
  6. Access doors and panels
  7. Overhead and Coiling doors
- 1.3 Quality Assurance
- A. Requirements of Regulatory Agencies:
1. Furnish finish hardware to comply with the requirements of laws, codes, ordinances, and regulations of the governmental authorities having jurisdiction where such requirements exceed the requirements of the Specifications.
  2. Furnish finish hardware to comply with the requirements of the regulations for public building accommodations for physically handicapped persons of the governmental authority having jurisdiction and to comply with Americans with Disabilities Act.

3. Provide hardware for fire-rated openings in compliance with NFPA 80 and state and local building code requirements. Provide only hardware that has been tested and listed by UL for types and sizes of doors required and complies with requirements of door and door frame labels.

B. Hardware Supplier:

1. Shall be an established firm dealing in contract builders' hardware. He must have adequate inventory, qualified personnel on staff and be located within 100 miles of the project. The distributor must be a factory-authorized dealer for all materials required. The hardware supplier shall be a corporate member in good standing of The Door and Hardware Institute (DHI), employing at least one Architectural Hardware Consultant (AHC) who is currently participating in DHI's continuing education program (CEP).

C. Electrified Door Hardware Supplier:

1. Shall be an experienced door hardware supplier who has completed projects with electrified door hardware similar in material, design, and extent to that indicated for this project, whose work has resulted in construction with a record of successful in-service performance, and who is acceptable to manufacturer of primary materials.
2. Shall prepare data for electrified door hardware, including shop drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this project.
3. Shall have experience in providing consulting services for electrified door hardware installations.

D. Pre-installation Meeting:

1. Before hardware installation, General Contractor/Construction Manager will request a hardware installation meeting be conducted on the installation of hardware; specifically that of locksets, closers, exit devices, overhead stops and coordinators. Manufacturer's representatives of the above products, in conjunction with the hardware supplier for the project, shall conduct the meeting. Meeting to be held at job site and attended by installers of hardware for aluminum, hollow metal and wood doors. Meeting to address proper coordination and installation of hardware, per finish hardware schedule for this specific project, by using installation manuals, hardware schedule, templates, physical product samples and installation videos.
2. When any electrical or pneumatic hardware is specified this meeting shall also include the following trades/installers: Electrical, Security, Alarm systems and Architect.
3. Convene one week or more prior to commencing work of this Section.
4. The Hardware Supplier shall include the cost of this meeting in his proposal.

E. Manufacturer:

1. Obtain each type of hardware (latch and locksets, hinges, closers, etc.) from a single manufacturer, although several may be indicated as offering products complying with requirements.
2. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated.

1.4 Submittals:

A. Hardware Schedule

1. Submit number of Hardware Schedules as directed in Division 1.
2. Follow guidelines established in Door & Hardware Institute Handbook (DHI) Sequence and Format for the Hardware Schedule unless noted otherwise.
3. Schedule will include the following:
  - a. Door Index including opening numbers and the assigned Finish Hardware set.
  - b. Preface sheet listing category only and manufacturer's names of items being furnished as follows:

CATEGORY	SPECIFIED	SCHEDULED
Hinges	Manufacturer A	Manufacturer B
Lock sets	Manufacturer X	Manufacturer X
Kick Plates	Open	Manufacturer Z

- c. Hardware Locations: Refer to Article 3.1 B.2 Locations.
- d. Opening Description: Single or pair, number, room locations, hand, active leaf, degree of swing, size, door material, frame material, and UL listing.
- e. Hardware Description: Quantity, category, product number, fasteners, and finish.
- f. Headings that refer to the specified Hardware Set Numbers.
- g. Scheduling Sequence shown in Hardware Sets.
- h. Product data of each hardware item, and shop drawings where required, for special conditions and specialty hardware.
- i. Electrified Hardware system operation description.
- j. "Vertical" scheduling format only. "Horizontal" schedules will be returned "Not Approved."
- k. Typed Copy.
- l. Double-Spacing.
- m. 8-1/2 x 11 inch sheets
- n. U.S. Standard Finish symbols or BHMA Finish symbols.

B. Product Data:

1. Submit, in booklet form Manufacturers Catalog cut sheets of scheduled hardware.
2. Submit product data with hardware schedule.

C. Samples:

1. Prior to submittal of the final hardware schedule and prior to final ordering of finish hardware, submit one sample, if required, of each type of exposed hardware unit, finished as required and tagged with full description for coordination with schedule.
2. Samples will be returned to the supplier. Units, which are acceptable and remain undamaged through submittal, review and field comparison procedures may, after final check of operation, be used in the work, within limitations of keying coordination requirements.

D. Key Schedule:

1. All final cylinder cores and keying by owner.

E. Electrified Hardware Drawings:

1. Submit elevation drawings showing relationship of all electrical hardware components to door and frame. Indicate number and gage of wires required.
  - a. Include wiring drawing showing point to point wire hook up for all components.

- b. Include system operations descriptions for each type of opening; describe each possible condition.
  - F. Submit to General Contractor/Construction Manager, the factory order acknowledgement numbers for the various hardware items to be used on the project. The factory order acknowledgement numbers shall help to facilitate and expedite any service that may be required on a particular hardware item. General Contractor/Construction Manager shall keep these order acknowledgement numbers on file in the construction trailer.
- 1.5 Product Delivery, Storage, and Handling:
- A. Label each item of hardware with the appropriate door number and Hardware Schedule heading number, and deliver to the installer so designated by the contractor.
- 1.6 Existing Conditions:
- A. Where existing doors, frames and/or hardware are to remain, conditions, preparations and functions shall be field verified to confirm compatibility with specified hardware. Where any incompatibility is discovered, notify the contractor or construction manager immediately and provide a suggested solution based on industry standard business practices.
- 1.7 Warranties:
- A. Refer to Division 1 for warranty requirements.
  - B. Special Warranty Periods:
    - 1. All items shall carry a minimum manufacturer's 1-year warranty against manufacturing defects and workmanship. Full manufacturer's warranty for individual products shall apply.
  - C. During the warranty period, replace defective work, including labor, materials and other costs incidental to the work.

## PART 2 - PRODUCT

- 2.1 Furnish each category with the products of only one manufacturer unless specified otherwise; this requirement is mandatory whether various manufacturers are listed or not.
- 2.2 Provide the products of manufacturer designated or if more than one manufacturer is listed, the comparable product of one of the other manufacturers listed. Where only one manufacturer or product is listed, it is understood that this is the owner's Building Standard and "no substitution" is allowed.
- A. Continuous Gear Hinge:
    - 1. 6063-T6 aluminum alloy, anodized finish (cap on entire hinge painted if specified). Manufacture to template, uncut hinges non-handed, pinless assembly, three interlocking extrusions, full height of door and frame, lubricated polyacetal thrust bearing, fasteners 410 stainless steel plated and

hardened. All hinge profiles to be manufactured to template bearing locations, with standard duty bearing configurations at 5-1/8" spacing with a minimum of 16 bearings: and heavy duty at 2-9/16" spacing with a minimum of 32 bearings. Anodizing of material shall be done after fabrication of components so that all bearing slots are anodized.

2. Length: 1" less than door opening height. Fastener 12-24 x 1/2" #3 Phillips keen form stainless steel self-tapping at aluminum and hollow metal doors, 12- 1/2" #3 Philips, flathead full thread at wood doors.
3. Furnish fire rated hinges "FR" at labeled openings.
4. **Approved Manufacturers:** Subject to compliance with requirements, provide product indicated on schedule or **equal** product by one of the following:
  - a. Ives
  - b. Hager
  - c. Select
  - d. **No alternate manufacturers will be accepted without architect's approval prior to bidding.**

B. Locksets and Latchsets - Mortise Type:

1. Locksets shall be manufactured from heavy gauge steel, minimum lockcase thickness 1/8", containing components of steel with a zinc dichromate plating for corrosion resistance.
2. Locks are to have a standard 2 3/4" backset with a full 3/4" throw two-piece stainless steel mechanical anti-friction latchbolt. Deadbolt shall be a full 1" throw, constructed of stainless steel.

3. Lockcase shall be easily handed without chassis disassembly by removing handing screw on lockcase and installing in opposite location on reverse side. Changing of door hand bevel from standard to reverse hand shall be done by removing the lockcase scalp plate, and pulling and rotating the latchbolt 180 degrees.
4. Lock trim shall be through-bolted to the door to assure correct alignment and proper operation. Lever trim shall have external spring cage mechanism to assist in support of the lever weight. Thumb turns shall be able to be turned without tight grasping and twisting.
5. **Approved Manufacturer:**
  - a. Schlage L9000
  - b. **No substitutions will be accepted (per owner's standard).**
6. Provide strikes with extended lips where required to protect trim from being marred by latch bolt. Provide strike lips that do not project more than 1/8" beyond door frame trim at single doors and have 7/8" lip to center at pairs of 1-3/4" doors.

C. Exit Devices:

1. Exit devices shall be touchpad style, fabricated of brass, bronze, stainless steel, or aluminum, plated to the standard architectural finishes to match the balance of the door hardware.
2. All exit devices shall incorporate a fluid damper, which decelerates the touchpad on its return stroke and eliminates noise associated with exit device operation. Touchpad shall extend a minimum of one half of the door width. All latchbolts to be deadlatching type, with a self-lubricating coating to reduce wear.
3. End-cap will be sloped to deflect any impact from carts and they shall be flush with the external mechanism case. End caps that overlap and project above the mechanism case are unacceptable. End cap shall utilize a two-point attachment to the mounting bracket.
4. Touchpad shall match exit device finish, and shall be stainless steel for US26, US26D, US28, US32, and US32D finishes. Only compression springs will be used in devices, latches, and outside trims or controls.
5. Plastic templates shall be included with each exit device to facilitate a quick, easy and accurate installation.
6. Strikes shall be roller type and come complete with a locking plate to prevent movement.
7. All rim and vertical rod exit devices shall have passed a 5 million(5,000,000) cycle test based on ANSI A156.3, 1994, Grade 1 test standards and certified by an independent testing lab.
8. All mortise exit devices shall have passed a 10 million(10,000,000)cycle test based on ANSI A156.3, 1994, Grade 1 test standards and certified by an independent testing lab.
9. Provide cylinder dogging on panic exit hardware where noted in hardware sets.
10. Exit devices shall be UL listed panic exit hardware. All exit devices for fire rated openings shall be UL labeled fire exit hardware.
11. Lever trim for exit devices shall be vandal-resistant type, which will travel to a 90-degree down position when more than 35 pounds of torque are applied, and which can easily be re-set.
12. **Approved Manufacturers:**
  - a. Von Duprin 98
  - b. Precision Apex
  - c. **No alternate manufacturers will be accepted without architect's approval prior to bidding.**
13. Trim:
  - a. As specified in sets.
  - b. Levers to match lockset design where specified.

D. Push and Pull Hardware:

1. Push Plates: Ives 8200 Series 4 x 16 x .050 inches.
2. Pull Plates: Ives 8302-8 4 x 16 x .050 inches. 8" center.
3. Vandal Resistant Pulls: Ives VR900 Series. Stainless steel construction 0.120 inches thick.
4. **Approved Manufacturers:** Subject to compliance with requirements, provide product indicated on schedule or **equal** product by one of the following:
  - a. Ives
  - b. Rockwood
  - c. Trimco
  - d. **No alternate manufacturers will be accepted without architect's approval prior to bidding.**

E. Closers:

1. Provide ANSI A156.4, Grade 1 door closers with 10-year warranty against defects in materials and workmanship.
2. Provide multi-sized closers, handing required, with spring power adjustment. Adjustment range to be from size 1 thru size 5, to suit ADA requirements.
3. Provide all necessary mounting brackets, drop plates, parallel arm brackets, and/or adjustable length arms to permit installation of door closers opposite of the corridor or hall side wherever possible. Supplier to indicate on his schedule the type of mounting to be used for each application.
4. Closers shall have individual non-critical adjustment valves for door speed, latching speed, and backcheck control.
5. Provide with high impact, non-corrosive covers that completely conceal all valves to discourage tampering.
6. Refer to door and frame details and furnish accessories such as drop plates, panel adapters, spacers and supports as required to correctly install door closers. State degree of door swing in the hardware schedule.
7. **Approved Manufacturers:**
  - a. LCN 4010/4110 Series
  - b. **No alternate manufacturers will be accepted without architect's approval prior to bidding.**

F. Kick Plates:

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1. Furnish .050 inches thick, beveled four sides, countersunk fasteners, 10" high x door width less 1-1/2" at single doors and less 1" at pairs. Where glass or louvers prevent this height, supply with height equal to height of bottom rail less 2".
2. Any BHMA manufacturing product meeting above is acceptable.

G. Wall Stops:

1. Length to exceed projection of all other hardware. Provide with threaded studs and expansion shields for masonry wall construction. Install with slope at top.
2. **Approved Manufacturers:** Subject to compliance with requirements, provide product indicated on schedule or equal product by one of the following:
  - a. Ives
  - b. Rockwood
  - c. Hager
  - d. **No alternate manufacturers will be accepted without architect's approval prior to bidding.**

H. Miscellaneous:

1. Furnish items not categorized in the above descriptions but specified by manufacturer's names in Hardware Sets.

I. Fasteners:

1. Furnish fasteners of the proper type, size, quantity and finish. Use machine screws and expansion shields for attaching hardware to concrete or masonry, and wall grip inserts at hollow wall construction. Furnish machine screws for attachment to reinforced hollow metal doors and frames and reinforced aluminum doors and frames. Furnish full thread wood screws for attachment to solid wood doors and frames. "TEK" type screws are not acceptable.
2. Sex bolts will not be permitted on reinforced metal doors or wood doors where blocking is specified.

2.3 Finishes:

- A. Generally, Dull Chrome, US26D / BHMA 626. Provide finish for each item as indicated in sets.

2.4 Templates and Hardware Location:

- A. Furnish hardware made to template. Supply required templates and hardware locations to the door and frame manufacturers.
- B. Furnish metal template to frame/door supplier for continuous hinge.
- C. Refer to Article 3.1 B.2, Locations, and coordinate with templates.

2.5 Cylinders and Keying:

- A. Key to existing Best key system. Verify requirements with Owner.
- B. Provided (10) master keys, (1) additional cut key per lock, visual key control, do not duplicate.
- C. Provide construction cores for use during construction period. Provide (10) construction keys.

PART 3 - EXECUTION

3.1 Installation

A. General:

1. Install hardware according to manufacturers installations and template dimensions. Attach all items of finish hardware to doors, frames, walls, etc. with fasteners furnished and required by the manufacture of the item.
2. Provide blocking/reinforcement for all wall mounted Hardware.

3. Reinforced hollow metal doors and frames and reinforced aluminum door and frames will be drilled and tapped for machine screws.
4. Solid wood doors and frames: full thread wood screws. Drill pilot holes before inserting screws.
5. Continuous gear hinges attached to hollow metal doors and frames and aluminum doors and frames: 12-24 x 1/2" #3 Phillips Keenform self-tapping. Use #13 or 3/16 drill for pilot.
6. Continuous Gear Hinges require continuous mortar guards of foam or cardboard 1/2" thick x frame height, applied with construction adhesive.
7. Install weather-strip gasket prior to parallel arm closer bracket, rim exit device or any stop mounted hardware. Gasket to provide a continuous seal around perimeter of door opening. Allow for gasket when installing finish hardware. Door closers will require special templating. Exit devices will require adjustment in backset.

B. Locations:

1. Dimensions are from finish floor to center line of items.
2. Include this list in Hardware Schedule.

<u>CATEGORY</u>	<u>DIMENSION</u>
Hinges	Door Manufacturer's Standard
Levers	Door Manufacturer's Standard
Exit Device Touchbar	Per Template
Push Plates	52"
Pull Plates	42"
Wall Stops/holders	At Head

C. Field Quality Inspection:

1. Inspect material furnished, its installation and adjustment, and instruct the Owner's personnel in adjustment, care and maintenance of hardware.
2. Locksets and exit devices shall be inspected after installation and after the HVAC system is in operation and balanced, to insure correct installation and proper operation.
3. Closers shall be inspected and adjusted after the HVAC system is in operation and balanced, to insure correct installation and proper operation.
4. A written report stating compliance, and also locations and kinds of noncompliance shall be forwarded to the Architect with copies to the Contractor, hardware distributor, hardware installer and building owner.

D. Technical and Warranty Information:


1. At the completion of the project, the technical and warranty information coalesced and kept on file by the General Contractor/Construction Manager shall be given to the Owner or Owner's Agent. In addition to both the technical and warranty information, all factory order acknowledgement numbers supplied to the General Contractor/Construction Manager during the construction period shall be given to the Owner or Owner's Agent. The warranty information and factory order acknowledgement numbers shall serve to both expedite and properly execute any warranty work that may be required on the various hardware items supplied on the project.
2. Submit to General Contractor/Construction Manager, two copies each of parts and service manuals and two each of any special installation or adjustment tools. Include for locksets, exit devices, door closers and any electrical products.

3. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C, unless otherwise indicated. Provide positive latching and self closing, regardless if specified in sets.
4. Items of hardware not definitely specified herein but necessary for completion of the work shall be provided. Such items shall be of type and quality suitable to the service required and comparable to the adjacent hardware. Where size and shape of members is such as to prevent the use of types specified, hardware shall be furnished of suitable types having as nearly as practicable the same operation and quality as the type specified. Sizes shall be adequate for the service required.
5. Include such nuances as strike type, strike lip length, raised barrel hinges, mounting brackets, blade stop spacers, special templates, fasteners, shims, and coordination between conflicting products. All doors shall be provided with a stop.

3.2 Hardware Sets:

Hardware Group No. 01


Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN			
1	EA	OFFICE/ENTRY LOCK W/ INSIDE INDICATOR	L9050BD 03N 09-544 IS-LOC		626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 02

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN			
1	EA	STOREROOM LOCK	L9080BD 03N		626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

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Hardware Group No. 03

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN		
1	EA	INDICATOR KIT	RDC-10VI		PRE
1	EA	DUMMY CYLINDER	38-070 (CAM/RING AS REQ'D)	626	SCH
1	EA	ADA RIM CYL THUMBTURN	XB13-379	626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 04

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN		
1	EA	STOREROOM LOCK	L9080BD 03N	626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 05



Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1	EA	CONT. HINGE	224XY	628	IVE
1	EA	OFFICE/ENTRY LOCK W/ INSIDE INDICATOR	L9050BD 03N 09-544 IS-LOC	626	SCH
1	EA	SURFACE CLOSER	4111 EDA	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	605	IVE
1	EA	WALL STOP	WS33/WS33X	626	IVE
1	EA	GASKETING	488SBK PSA	BK	ZER

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 06

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN			
2	EA	PANIC HARDWARE	LD-9827-L-2SI-LBR-03		626	VON
2	EA	RIM CYLINDER	(ORDERED TO ACCEPT FINAL CORE)		626	SCH
2	EA	ADA RIM CYL THUMBTURN	XB13-379		626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 07

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN			
2	EA	DOGGING KIT	CDSIKIT-98		630	VON
2	EA	MORTISE THUMBTURN (CAM/RING AS REQ'D)	09-900 THUMBTURN		626	SCH

Hardware Group No. 08

Provide each SGL door(s) with the following:


QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN			
1	EA	DOGGING KIT	CDSIKIT-98		630	VON
1	EA	MORTISE THUMBTURN (CAM/RING AS REQ'D)	09-900 THUMBTURN		626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

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Hardware Group No. 09



Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN			
1	EA	PANIC HARDWARE	LD-98-L-2SI-03		626	VON
1	EA	ADA RIM CYL THUMBTURN	XB13-379		626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 10











Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN			
1	EA	PANIC HARDWARE	LD-9875-L-2SI-03-7500-2		626	VON
1	EA	MORTISE CYLINDER	(ORDERED TO ACCEPT FINAL CORE)		626	SCH
1	EA	ADA RIM CYL THUMBTURN	XB13-379		626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 11

Provide each PR door(s) with the following:

QTY	EA	DESCRIPTION	CATALOG NUMBER		FINISH	MFR
2	EA	CONT. HINGE	224XY		628	IVE
1	EA	REMOVABLE MULLION	KR4954 STAB		689	VON
2	EA	PANIC HARDWARE	LD-98-L-2SI-03		626	VON
1	EA	MORTISE CYLINDER	(ORDERED TO ACCEPT FINAL CORE)		626	SCH
2	EA	RIM CYLINDER	(ORDERED TO ACCEPT FINAL CORE)		626	SCH
2	EA	ADA RIM CYL THUMBTURN	XB13-379		626	SCH
2	EA	PREP COVER PLATES	AS REQ'D		630	B/O
2	EA	SURFACE CLOSER	4111 EDA		689	LCN
2	EA	KICK PLATE	8400 10" X 2" LDW B-CS		605	IVE
2	EA	WALL STOP	WS406/407CCV		626	IVE
1	EA	GASKETING	488SBK PSA		BK	ZER
1	EA	MULLION SEAL	8780NBK PSA		BK	ZER

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 12

Provide each PR door(s) with the following:

QTY	EA	DESCRIPTION	CATALOG NUMBER		FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN			
2	EA	INDICATOR KIT	RDC-10VI			PRE
2	EA	DUMMY CYLINDER	38-070 (CAM/RING AS REQ'D)		626	SCH
2	EA	ADA RIM CYL THUMBTURN	XB13-379		626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

**END OF SECTION 087100**



## SECTION 087100 – DOOR HARDWARE

### PART 1 - GENERAL

- 1.1 Refer to "General and Special Conditions", and "Instructions to Bidders", Division 1 of Specifications. Requirements of these Sections and the project drawings shall govern work in this section.
- 1.2 Work Included:
- A. Furnish all items of Finish Hardware specified, scheduled, shown or required herein except those items specifically excluded from this section of the specification.
  - B. Related work:
    - 1. Division 00 00 00 – Procurement and Contracting Requirements
    - 2. Division 01 00 00 – General Requirements
    - 3. Division 06 00 00 – Wood, Plastics, and Composites
    - 4. Division 08 00 00 – Openings
    - 5. Division 10 00 00 – Specialties
    - 6. Division 11 00 00 – Equipment
    - 7. Division 26 00 00 – Electrical
    - 8. Division 27 00 00 – Communications
    - 9. Division 28 00 00 – Electronic Safety and Security
  - C. Specific Omissions: Hardware for the following is specified or indicated elsewhere, unless specifically listed in the hardware sets:
    - 1. Cabinet Hardware.
    - 2. Signs, except as noted.
    - 3. Folding partitions, except cylinders where detailed.
    - 4. Sliding aluminum doors
    - 5. Chain link and wire mesh doors and gates
    - 6. Access doors and panels
    - 7. Overhead and Coiling doors
- 1.3 Quality Assurance
- A. Requirements of Regulatory Agencies:
    - 1. Furnish finish hardware to comply with the requirements of laws, codes, ordinances, and regulations of the governmental authorities having jurisdiction where such requirements exceed the requirements of the Specifications.
    - 2. Furnish finish hardware to comply with the requirements of the regulations for public building accommodations for physically handicapped persons of the governmental authority having jurisdiction and to comply with Americans with Disabilities Act.

3. Provide hardware for fire-rated openings in compliance with NFPA 80 and state and local building code requirements. Provide only hardware that has been tested and listed by UL for types and sizes of doors required and complies with requirements of door and door frame labels.

B. Hardware Supplier:

1. Shall be an established firm dealing in contract builders' hardware. He must have adequate inventory, qualified personnel on staff and be located within 100 miles of the project. The distributor must be a factory-authorized dealer for all materials required. The hardware supplier shall be a corporate member in good standing of The Door and Hardware Institute (DHI), employing at least one Architectural Hardware Consultant (AHC) who is currently participating in DHI's continuing education program (CEP).

C. Electrified Door Hardware Supplier:

1. Shall be an experienced door hardware supplier who has completed projects with electrified door hardware similar in material, design, and extent to that indicated for this project, whose work has resulted in construction with a record of successful in-service performance, and who is acceptable to manufacturer of primary materials.
2. Shall prepare data for electrified door hardware, including shop drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this project.
3. Shall have experience in providing consulting services for electrified door hardware installations.

D. Pre-installation Meeting:

1. Before hardware installation, General Contractor/Construction Manager will request a hardware installation meeting be conducted on the installation of hardware; specifically that of locksets, closers, exit devices, overhead stops and coordinators. Manufacturer's representatives of the above products, in conjunction with the hardware supplier for the project, shall conduct the meeting. Meeting to be held at job site and attended by installers of hardware for aluminum, hollow metal and wood doors. Meeting to address proper coordination and installation of hardware, per finish hardware schedule for this specific project, by using installation manuals, hardware schedule, templates, physical product samples and installation videos.
2. When any electrical or pneumatic hardware is specified this meeting shall also include the following trades/installers: Electrical, Security, Alarm systems and Architect.
3. Convene one week or more prior to commencing work of this Section.
4. The Hardware Supplier shall include the cost of this meeting in his proposal.

E. Manufacturer:

1. Obtain each type of hardware (latch and locksets, hinges, closers, etc.) from a single manufacturer, although several may be indicated as offering products complying with requirements.
2. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated.

1.4 Submittals:

A. Hardware Schedule

1. Submit number of Hardware Schedules as directed in Division 1.
2. Follow guidelines established in Door & Hardware Institute Handbook (DHI) Sequence and Format for the Hardware Schedule unless noted otherwise.
3. Schedule will include the following:
  - a. Door Index including opening numbers and the assigned Finish Hardware set.
  - b. Preface sheet listing category only and manufacturer's names of items being furnished as follows:

CATEGORY	SPECIFIED	SCHEDULED
Hinges	Manufacturer A	Manufacturer B
Lock sets	Manufacturer X	Manufacturer X
Kick Plates	Open	Manufacturer Z

- c. Hardware Locations: Refer to Article 3.1 B.2 Locations.
- d. Opening Description: Single or pair, number, room locations, hand, active leaf, degree of swing, size, door material, frame material, and UL listing.
- e. Hardware Description: Quantity, category, product number, fasteners, and finish.
- f. Headings that refer to the specified Hardware Set Numbers.
- g. Scheduling Sequence shown in Hardware Sets.
- h. Product data of each hardware item, and shop drawings where required, for special conditions and specialty hardware.
- i. Electrified Hardware system operation description.
- j. "Vertical" scheduling format only. "Horizontal" schedules will be returned "Not Approved."
- k. Typed Copy.
- l. Double-Spacing.
- m. 8-1/2 x 11 inch sheets
- n. U.S. Standard Finish symbols or BHMA Finish symbols.

B. Product Data:

1. Submit, in booklet form Manufacturers Catalog cut sheets of scheduled hardware.
2. Submit product data with hardware schedule.

C. Samples:

1. Prior to submittal of the final hardware schedule and prior to final ordering of finish hardware, submit one sample, if required, of each type of exposed hardware unit, finished as required and tagged with full description for coordination with schedule.
2. Samples will be returned to the supplier. Units, which are acceptable and remain undamaged through submittal, review and field comparison procedures may, after final check of operation, be used in the work, within limitations of keying coordination requirements.

D. Key Schedule:

1. All final cylinder cores and keying by owner.

E. Electrified Hardware Drawings:

1. Submit elevation drawings showing relationship of all electrical hardware components to door and frame. Indicate number and gage of wires required.
  - a. Include wiring drawing showing point to point wire hook up for all components.

- b. Include system operations descriptions for each type of opening; describe each possible condition.
  - F. Submit to General Contractor/Construction Manager, the factory order acknowledgement numbers for the various hardware items to be used on the project. The factory order acknowledgement numbers shall help to facilitate and expedite any service that may be required on a particular hardware item. General Contractor/Construction Manager shall keep these order acknowledgement numbers on file in the construction trailer.
- 1.5 Product Delivery, Storage, and Handling:
- A. Label each item of hardware with the appropriate door number and Hardware Schedule heading number, and deliver to the installer so designated by the contractor.
- 1.6 Existing Conditions:
- A. Where existing doors, frames and/or hardware are to remain, conditions, preparations and functions shall be field verified to confirm compatibility with specified hardware. Where any incompatibility is discovered, notify the contractor or construction manager immediately and provide a suggested solution based on industry standard business practices.
- 1.7 Warranties:
- A. Refer to Division 1 for warranty requirements.
  - B. Special Warranty Periods:
    - 1. All items shall carry a minimum manufacturer's 1-year warranty against manufacturing defects and workmanship. Full manufacturer's warranty for individual products shall apply.
  - C. During the warranty period, replace defective work, including labor, materials and other costs incidental to the work.

## PART 2 - PRODUCT

- 2.1 Furnish each category with the products of only one manufacturer unless specified otherwise; this requirement is mandatory whether various manufacturers are listed or not.
- 2.2 Provide the products of manufacturer designated or if more than one manufacturer is listed, the comparable product of one of the other manufacturers listed. Where only one manufacturer or product is listed, it is understood that this is the owner's Building Standard and "no substitution" is allowed.
- A. Continuous Gear Hinge:
    - 1. 6063-T6 aluminum alloy, anodized finish (cap on entire hinge painted if specified). Manufacture to template, uncut hinges non-handed, pinless assembly, three interlocking extrusions, full height of door and frame, lubricated polyacetal thrust bearing, fasteners 410 stainless steel plated and

hardened. All hinge profiles to be manufactured to template bearing locations, with standard duty bearing configurations at 5-1/8" spacing with a minimum of 16 bearings: and heavy duty at 2-9/16" spacing with a minimum of 32 bearings. Anodizing of material shall be done after fabrication of components so that all bearing slots are anodized.

2. Length: 1" less than door opening height. Fastener 12-24 x 1/2" #3 Phillips keen form stainless steel self-tapping at aluminum and hollow metal doors, 12- 1/2" #3 Philips, flathead full thread at wood doors.
3. Furnish fire rated hinges "FR" at labeled openings.
4. **Approved Manufacturers:** Subject to compliance with requirements, provide product indicated on schedule or **equal** product by one of the following:
  - a. Ives
  - b. Hager
  - c. Select
  - d. **No alternate manufacturers will be accepted without architect's approval prior to bidding.**

B. Locksets and Latchsets - Mortise Type:

1. Locksets shall be manufactured from heavy gauge steel, minimum lockcase thickness 1/8", containing components of steel with a zinc dichromate plating for corrosion resistance.
2. Locks are to have a standard 2 3/4" backset with a full 3/4" throw two-piece stainless steel mechanical anti-friction latchbolt. Deadbolt shall be a full 1" throw, constructed of stainless steel.

3. Lockcase shall be easily handed without chassis disassembly by removing handing screw on lockcase and installing in opposite location on reverse side. Changing of door hand bevel from standard to reverse hand shall be done by removing the lockcase scalp plate, and pulling and rotating the latchbolt 180 degrees.
4. Lock trim shall be through-bolted to the door to assure correct alignment and proper operation. Lever trim shall have external spring cage mechanism to assist in support of the lever weight. Thumb turns shall be able to be turned without tight grasping and twisting.
5. **Approved Manufacturer:**
  - a. Schlage L9000
  - b. **No substitutions will be accepted (per owner's standard).**
6. Provide strikes with extended lips where required to protect trim from being marred by latch bolt. Provide strike lips that do not project more than 1/8" beyond door frame trim at single doors and have 7/8" lip to center at pairs of 1-3/4" doors.

C. Exit Devices:

1. Exit devices shall be touchpad style, fabricated of brass, bronze, stainless steel, or aluminum, plated to the standard architectural finishes to match the balance of the door hardware.
2. All exit devices shall incorporate a fluid damper, which decelerates the touchpad on its return stroke and eliminates noise associated with exit device operation. Touchpad shall extend a minimum of one half of the door width. All latchbolts to be deadlatching type, with a self-lubricating coating to reduce wear.
3. End-cap will be sloped to deflect any impact from carts and they shall be flush with the external mechanism case. End caps that overlap and project above the mechanism case are unacceptable. End cap shall utilize a two-point attachment to the mounting bracket.
4. Touchpad shall match exit device finish, and shall be stainless steel for US26, US26D, US28, US32, and US32D finishes. Only compression springs will be used in devices, latches, and outside trims or controls.
5. Plastic templates shall be included with each exit device to facilitate a quick, easy and accurate installation.
6. Strikes shall be roller type and come complete with a locking plate to prevent movement.
7. All rim and vertical rod exit devices shall have passed a 5 million(5,000,000) cycle test based on ANSI A156.3, 1994, Grade 1 test standards and certified by an independent testing lab.
8. All mortise exit devices shall have passed a 10 million(10,000,000)cycle test based on ANSI A156.3, 1994, Grade 1 test standards and certified by an independent testing lab.
9. Provide cylinder dogging on panic exit hardware where noted in hardware sets.
10. Exit devices shall be UL listed panic exit hardware. All exit devices for fire rated openings shall be UL labeled fire exit hardware.
11. Lever trim for exit devices shall be vandal-resistant type, which will travel to a 90-degree down position when more than 35 pounds of torque are applied, and which can easily be re-set.
12. **Approved Manufacturers:**
  - a. Von Duprin 98
  - b. Precision Apex
  - c. **No alternate manufacturers will be accepted without architect's approval prior to bidding.**
13. Trim:
  - a. As specified in sets.
  - b. Levers to match lockset design where specified.

D. Push and Pull Hardware:

1. Push Plates: Ives 8200 Series 4 x 16 x .050 inches.
2. Pull Plates: Ives 8302-8 4 x 16 x .050 inches. 8" center.
3. Vandal Resistant Pulls: Ives VR900 Series. Stainless steel construction 0.120 inches thick.
4. **Approved Manufacturers:** Subject to compliance with requirements, provide product indicated on schedule or **equal** product by one of the following:
  - a. Ives
  - b. Rockwood
  - c. Trimco
  - d. **No alternate manufacturers will be accepted without architect's approval prior to bidding.**

E. Closers:

1. Provide ANSI A156.4, Grade 1 door closers with 10-year warranty against defects in materials and workmanship.
2. Provide multi-sized closers, handing required, with spring power adjustment. Adjustment range to be from size 1 thru size 5, to suit ADA requirements.
3. Provide all necessary mounting brackets, drop plates, parallel arm brackets, and/or adjustable length arms to permit installation of door closers opposite of the corridor or hall side wherever possible. Supplier to indicate on his schedule the type of mounting to be used for each application.
4. Closers shall have individual non-critical adjustment valves for door speed, latching speed, and backcheck control.
5. Provide with high impact, non-corrosive covers that completely conceal all valves to discourage tampering.
6. Refer to door and frame details and furnish accessories such as drop plates, panel adapters, spacers and supports as required to correctly install door closers. State degree of door swing in the hardware schedule.
7. **Approved Manufacturers:**
  - a. LCN 4010/4110 Series
  - b. **No alternate manufacturers will be accepted without architect's approval prior to bidding.**

F. Kick Plates:

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1. Furnish .050 inches thick, beveled four sides, countersunk fasteners, 10" high x door width less 1-1/2" at single doors and less 1" at pairs. Where glass or louvers prevent this height, supply with height equal to height of bottom rail less 2".
2. Any BHMA manufacturing product meeting above is acceptable.

G. Wall Stops:

1. Length to exceed projection of all other hardware. Provide with threaded studs and expansion shields for masonry wall construction. Install with slope at top.
2. **Approved Manufacturers:** Subject to compliance with requirements, provide product indicated on schedule or **equal** product by one of the following:
  - a. Ives
  - b. Rockwood
  - c. Hager
  - d. **No alternate manufacturers will be accepted without architect's approval prior to bidding.**

H. Miscellaneous:

1. Furnish items not categorized in the above descriptions but specified by manufacturer's names in Hardware Sets.

I. Fasteners:

1. Furnish fasteners of the proper type, size, quantity and finish. Use machine screws and expansion shields for attaching hardware to concrete or masonry, and wall grip inserts at hollow wall construction. Furnish machine screws for attachment to reinforced hollow metal doors and frames and reinforced aluminum doors and frames. Furnish full thread wood screws for attachment to solid wood doors and frames. "TEK" type screws are not acceptable.
2. Sex bolts will not be permitted on reinforced metal doors or wood doors where blocking is specified.

2.3 Finishes:

- A. Generally, Dull Chrome, US26D / BHMA 626. Provide finish for each item as indicated in sets.

2.4 Templates and Hardware Location:

- A. Furnish hardware made to template. Supply required templates and hardware locations to the door and frame manufacturers.
- B. Furnish metal template to frame/door supplier for continuous hinge.
- C. Refer to Article 3.1 B.2, Locations, and coordinate with templates.

2.5 Cylinders and Keying:

- A. Key to existing Best key system. Verify requirements with Owner.
- B. Provided (10) master keys, (1) additional cut key per lock, visual key control, do not duplicate.
- C. Provide construction cores for use during construction period. Provide (10) construction keys.

PART 3 - EXECUTION

3.1 Installation

A. General:

1. Install hardware according to manufacturers installations and template dimensions. Attach all items of finish hardware to doors, frames, walls, etc. with fasteners furnished and required by the manufacture of the item.
2. Provide blocking/reinforcement for all wall mounted Hardware.

3. Reinforced hollow metal doors and frames and reinforced aluminum door and frames will be drilled and tapped for machine screws.
4. Solid wood doors and frames: full thread wood screws. Drill pilot holes before inserting screws.
5. Continuous gear hinges attached to hollow metal doors and frames and aluminum doors and frames: 12-24 x 1/2" #3 Phillips Keenform self-tapping. Use #13 or 3/16 drill for pilot.
6. Continuous Gear Hinges require continuous mortar guards of foam or cardboard 1/2" thick x frame height, applied with construction adhesive.
7. Install weather-strip gasket prior to parallel arm closer bracket, rim exit device or any stop mounted hardware. Gasket to provide a continuous seal around perimeter of door opening. Allow for gasket when installing finish hardware. Door closers will require special templating. Exit devices will require adjustment in backset.

B. Locations:

1. Dimensions are from finish floor to center line of items.
2. Include this list in Hardware Schedule.

<u>CATEGORY</u>	<u>DIMENSION</u>
Hinges	Door Manufacturer's Standard
Levers	Door Manufacturer's Standard
Exit Device Touchbar	Per Template
Push Plates	52"
Pull Plates	42"
Wall Stops/holders	At Head

C. Field Quality Inspection:

1. Inspect material furnished, its installation and adjustment, and instruct the Owner's personnel in adjustment, care and maintenance of hardware.
2. Locksets and exit devices shall be inspected after installation and after the HVAC system is in operation and balanced, to insure correct installation and proper operation.
3. Closers shall be inspected and adjusted after the HVAC system is in operation and balanced, to insure correct installation and proper operation.
4. A written report stating compliance, and also locations and kinds of noncompliance shall be forwarded to the Architect with copies to the Contractor, hardware distributor, hardware installer and building owner.

D. Technical and Warranty Information:


1. At the completion of the project, the technical and warranty information coalesced and kept on file by the General Contractor/Construction Manager shall be given to the Owner or Owner's Agent. In addition to both the technical and warranty information, all factory order acknowledgement numbers supplied to the General Contractor/Construction Manager during the construction period shall be given to the Owner or Owner's Agent. The warranty information and factory order acknowledgement numbers shall serve to both expedite and properly execute any warranty work that may be required on the various hardware items supplied on the project.
2. Submit to General Contractor/Construction Manager, two copies each of parts and service manuals and two each of any special installation or adjustment tools. Include for locksets, exit devices, door closers and any electrical products.

3. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C, unless otherwise indicated. Provide positive latching and self closing, regardless if specified in sets.
4. Items of hardware not definitely specified herein but necessary for completion of the work shall be provided. Such items shall be of type and quality suitable to the service required and comparable to the adjacent hardware. Where size and shape of members is such as to prevent the use of types specified, hardware shall be furnished of suitable types having as nearly as practicable the same operation and quality as the type specified. Sizes shall be adequate for the service required.
5. Include such nuances as strike type, strike lip length, raised barrel hinges, mounting brackets, blade stop spacers, special templates, fasteners, shims, and coordination between conflicting products. All doors shall be provided with a stop.

3.2 Hardware Sets:

Hardware Group No. 01


Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN			
1	EA	OFFICE/ENTRY LOCK W/ INSIDE INDICATOR	L9050BD 03N 09-544 IS-LOC		626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 02

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER		FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN			
1	EA	STOREROOM LOCK	L9080BD 03N		626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

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Hardware Group No. 03


Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN		
1	EA	INDICATOR KIT	RDC-10VI		PRE
1	EA	DUMMY CYLINDER	38-070 (CAM/RING AS REQ'D)	626	SCH
1	EA	ADA RIM CYL THUMBTURN	XB13-379	626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 04

Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN		
1	EA	OFFICE/ENTRY LOCK W/ INSIDE INDICATOR	L9050BD 03N 09-544 IS-LOC 	626	SCH

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

Hardware Group No. 05

Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
	EA	BALANCE OF EXISTING HARDWARE	TO REMAIN		

GENERAL CONTRACTOR AND HARDWARE SUPPLIER TO FIELD VERIFY EXISTING CONDITIONS TO ENSURE THE COMPATIBILITY OF NEW HARDWARE WITH EXISTING PREPS PRIOR TO ORDER OF NEW MATERIALS. GENERAL CONTRACTOR TO PROVIDE NECESSARY FILLERS, REINFORCEMENTS AND FASTENERS, COMPATIBLE WITH EXISTING MATERIALS REQUIRED FOR MOUNTING NEW OPENING HARDWARE AND TO COVER EXISTING DOOR AND FRAME PREPARATIONS.

**END OF SECTION 087100**



## SECTION 088000 - GLAZING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Glass products.
  - 2. Insulating glass.
  - 3. Glazing sealants.
  - 4. Glazing tapes.
  - 5. Miscellaneous glazing materials.

#### 1.2 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.
- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Preconstruction adhesion and compatibility test report.
- B. Sample warranties.

#### 1.5 QUALITY ASSURANCE

- A. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021 to conduct the testing indicated.

1.6 WARRANTY

- A. **Manufacturer's Special Warranty for Insulating Glass:** Manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is obstruction of vision by dust, moisture, or film on interior surfaces of glass.
1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

- A. **Basis-of-Design Product:** Subject to compliance with requirements, provide Vitro Architectural Glass; or a comparable product by one of the following:
1. AGC Glass Company North America, Inc.
  2. Cardinal Glass Industries, Inc.
  3. Guardian Glass LLC.
  4. Pilkington North America; NSG Group.
  5. Saint-Gobain Glass Corp.
- B. **Fire Rated Glazing Basis-of-Design Product:** Subject to compliance with requirements, provide Technical Glass Products or comparable product by one of the following:
1. Safety and Fire Technology Inc. (SAFTIFIRST).
  2. McGrory Glass.
  3. Pilkington North America.

2.2 GLASS PRODUCTS, GENERAL

- A. **Glazing Publications:** Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
1. NGA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."
  2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. **Safety Glazing Labeling:** Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. **Insulating-Glass Certification Program:** Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the IGCC.
- D. **Thickness:** Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.

- E. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass. Where fully tempered float glass is indicated, provide fully tempered float glass.

## 2.3 GLASS PRODUCTS

- A. Clear Annealed Float Glass: ASTM C1036, Type I, Class 1 (clear), Quality-Q3.
- B. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

## 2.4 INSULATING GLASS

- A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified in accordance with ASTM E2190.
  - 1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
  - 2. Perimeter Spacer: Manufacturer's standard spacer material and construction.
  - 3. Desiccant: Molecular sieve or silica gel, or a blend of both.

## 2.5 GLAZING SEALANTS

- A. General:
  - 1. Compatibility: Compatible with one another and with other materials they contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
  - 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
  - 3. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range of industry colors.

## 2.6 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
  - 1. AAMA 804.3 tape, where indicated.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:

1. AAMA 810.1, Type 1, for glazing applications in which tape acts as primary sealant.

## 2.7 MISCELLANEOUS GLAZING MATERIALS

- A. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- B. Setting Blocks:
  1. Elastomeric material with Shore A durometer hardness of 85, plus or minus 5.
- C. Spacers:
  1. Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- D. Edge Blocks:
  1. Elastomeric material with Shore A durometer hardness per manufacturer's written instructions.
  2. Type recommended in writing by sealant or glass manufacturer.
- E. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

## PART 3 - EXECUTION

### 3.1 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- F. Provide spacers for glass lites where length plus width is larger than 50 inches.

- G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.

### 3.2 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Apply heel bead of elastomeric sealant.
- F. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- G. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.3 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended in writing by gasket manufacturer.
- E. Install gaskets so they protrude past face of glazing stops.

### 3.4 CLEANING AND PROTECTION

- A. Immediately after installation, remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.

### 3.5 MONOLITHIC GLASS SCHEDULE

- A. Glass Type (MG-10): Clear annealed or heat-strengthened float glass.
  - 1. Minimum Thickness: ¼ inch (6 mm).
- B. Glass Type (MG-11): Clear fully tempered float glass.
  - 1. Minimum Thickness: ¼ inch (6 mm).
  - 2. Safety rated glazing.

### 3.6 INSULATING GLASS SCHEDULE

- A. Glass Type (IG-10): Low-E-coated, clear insulating glass.
  - 1. Basis-of-Design Product: Vitro Architectural Glass, Solarban 60, Low-E, Insulated Glass "Clear".
  - 2. Overall Unit Thickness: 1 inch (25 mm).
  - 3. Minimum Thickness of Each Glass Lite: 6 mm.
  - 4. Outdoor Lite: Tinted annealed or heat-strengthened float glass.
  - 5. Tint Color: None.
  - 6. Interspace Content: Air.
  - 7. Indoor Lite: Clear annealed or heat-strengthened float glass.
  - 8. Low-E Coating: Sputtered on third surface.
  - 9. Winter Nighttime U-Factor: .29 maximum.
  - 10. Visible Light Transmittance: 70 percent minimum.
  - 11. Solar Heat Gain Coefficient: .39 maximum.
- B. Glass Type (IG-11): Low-E-coated, clear, fully tempered, insulating glass.
  - 1. Same as IG-10 above, but fully tempered.
  - 2. Safety glazing required.

3.7 LAMINATED FIRE RATED GLASS SCHEDULE

- A. Laminated Fire Glass Units – 20 Minutes (FG-10):
1. “Fire Lite Plus” as supplied by Technical Glass Products; or “SuperLite I” by SaftiFirst; or approved equal.
    - a. Impact safety rated. Complies with ANSI Z97.1 and CPSC 16CFR1201 (Cat I & II).
    - b. Provide at locations with Fire Rating: 20 minutes as indicated.
    - c. Thickness: 5/16”.
    - d. Max Size / Area: 36” x 89”; 3,204 sq. in.
- B. Laminated Fire Glass Units – 90 Minutes (FG-11):
1. “Fire Lite Plus” as supplied by Technical Glass Products; or “SuperLite X-90” by SaftiFirst; or approved equal.
    - a. Impact safety rated. Complies with ANSI Z97.1 and CPSC 16CFR1201 (Cat I & II).
    - b. Provide at locations with Fire Rating: 90 minutes as indicated.
    - c. Thickness: 5/16” (Fire Lite Plus); 3/4” (SuperLite X-90).
    - d. Max Size / Area: 36” x 89”; 3,204 sq. in.

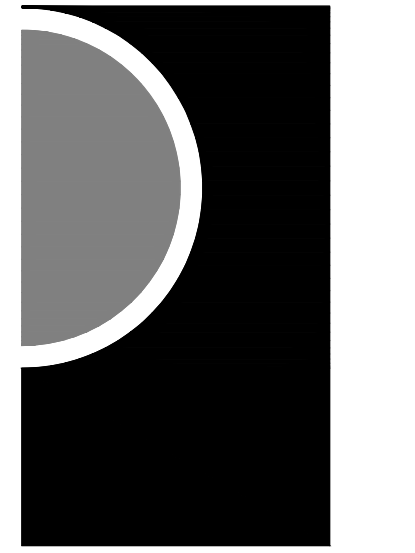
**END OF SECTION 088000**

Door/ Openings General Notes:	
A.	FIELD VERIFY ALL OPENINGS PRIOR TO ORDERING PANIC HARDWARE
B.	CONTRACTOR TO EXTEND POCKET DEPTH OF DOOR TO ACCEPT NEW MORTISE LOCKSETS

Door/ Opening Key Notes:	
1.	REMOVE EXISTING DOOR LEAF AND ALL HARDWARE, PATCH AND REPAIR EXISTING FASTENER HOLES FROM REMOVED HARDWARE WITH FRAMES WITH AUTO BODY FILLER - SAND SMOOTH
2.	REMOVE EXISTING PANIC DEVICE, PREP OLD HARDWARE HOLES WITH WOOD FILLER
3.	REMOVE EXISTING MORTISE LOCKSET
4.	REMOVE EXISTING PANIC DEVICE

DOOR NO.	DOOR / OPENING SIZE (W X H) CONTRACTOR TO VERIFY DOOR SIZE IF OPENING IS EXISTING	DOOR			FRAME			DETAILS			HARDWARE SET #	LABEL (MIN.)	DOOR / OPENING KEY NOTES
		TYPE	MATERIAL	FINISH	TYPE	MATERIAL	FINISH	HEAD	JAMB	THRES. / SILL			
AREA A													
A101	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A102-A	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A102-B	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A102-C	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A102-D	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A103	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A104	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A105	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A106	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A107	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A108	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A109	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A110	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A111	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A112	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A113	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A114	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
A115	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B101	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B102	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B103	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B104	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B105	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B106	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B107	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B108	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B109	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B110	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B111	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B112	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
B113	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
AREA C													
C101	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
C102	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
C103	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
C104	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	
C105	3'-0" x 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-		EXIST	



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CONSULTANT

KEY PLAN

OWNER  
 Hazel Park Schools

PROJECT NAME  
 District Wide Door Assessment  
 Edison

PROJECT NO.  
 23-119

ISSUES / REVISIONS

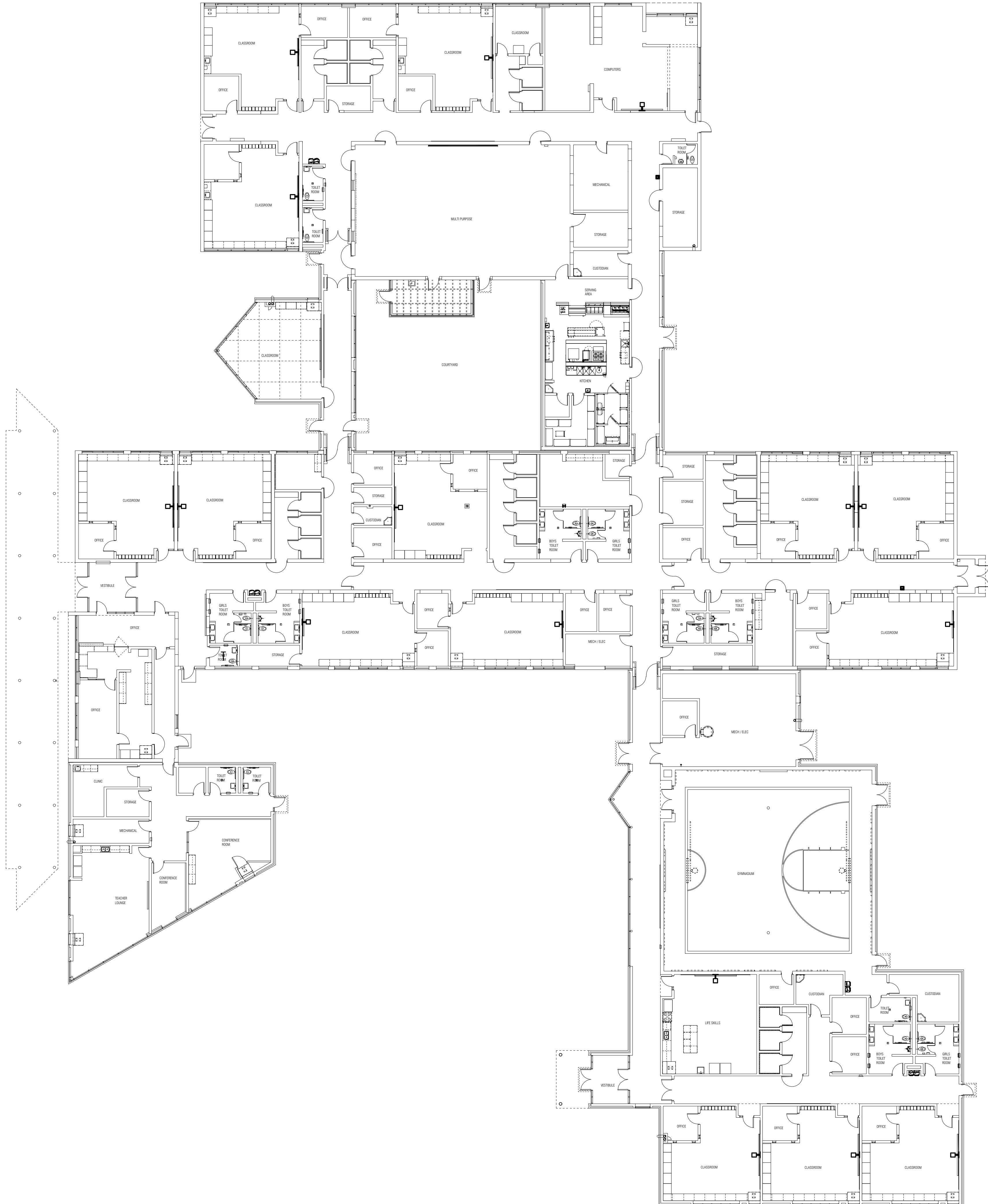

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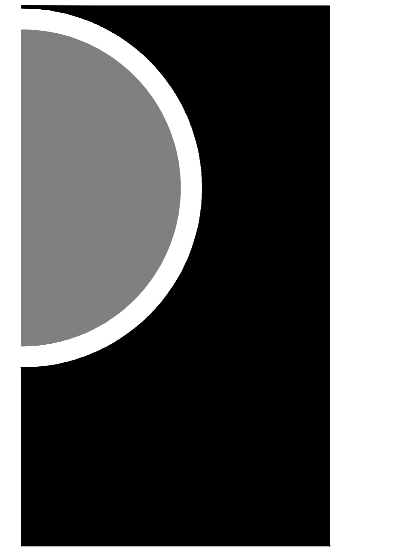
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SHEET NAME

SHEET NO.



1 United Oaks Main Level Composite Floor Plan  
1/16" = 1'-0"



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Edison

PROJECT NO.  
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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION

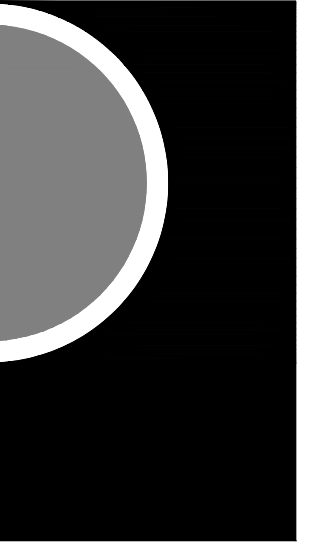
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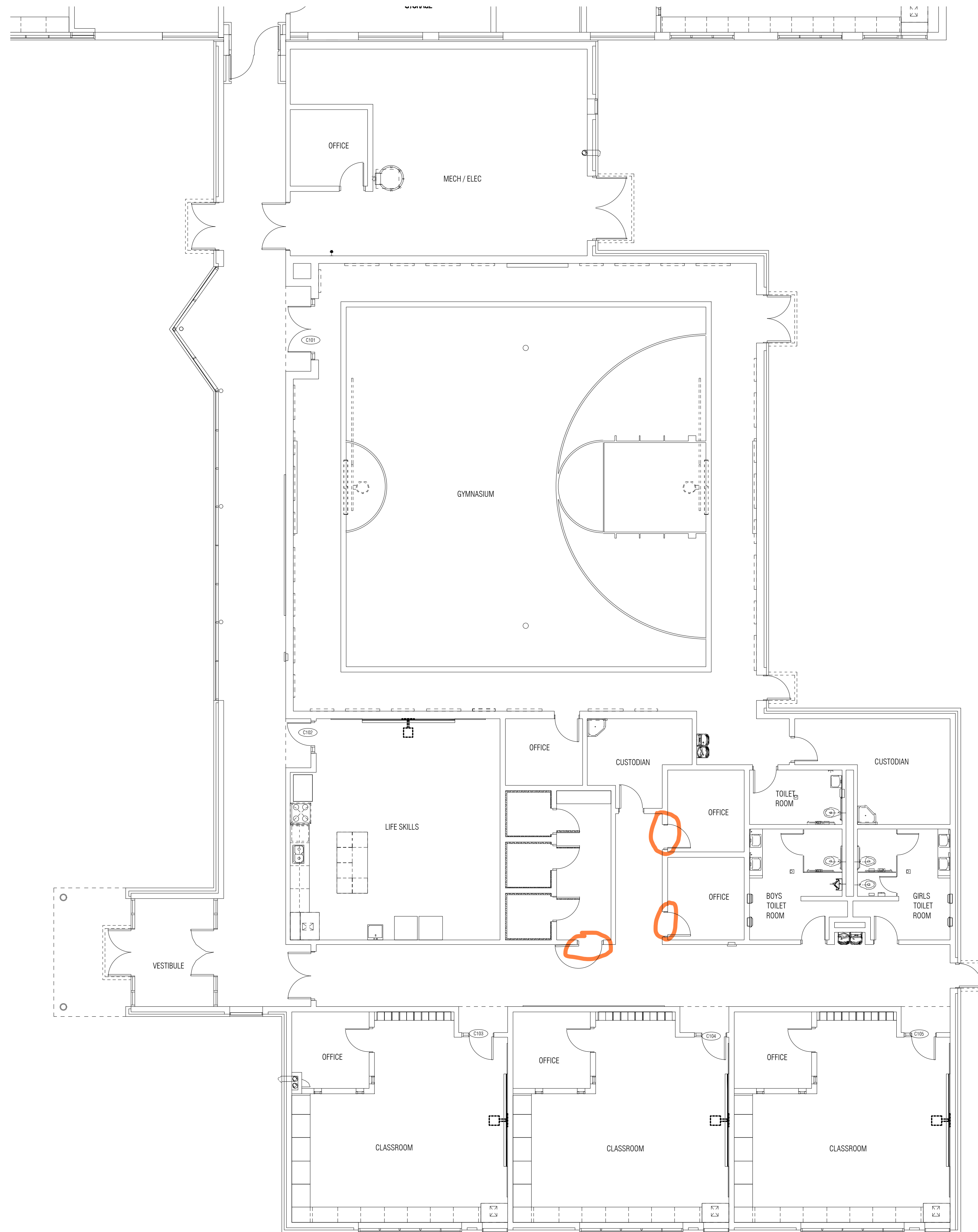
First Level Floor  
Plan - Area A

1 First Level Floor Plan - Area A  
1/8" = 1'-0"

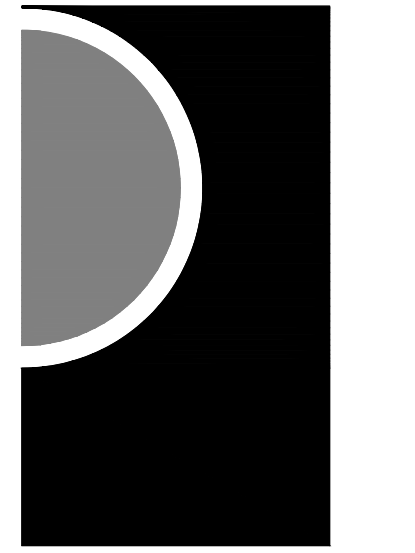
SHEET NO.

A3-01





1 First Level Floor Plan - Area C  
1/8" = 1'-0"



KEY PLAN

OWNER  
Hazel Park Schools

PROJECT NAME  
District Wide Door Assessment  
Edison

PROJECT NO.  
23-119

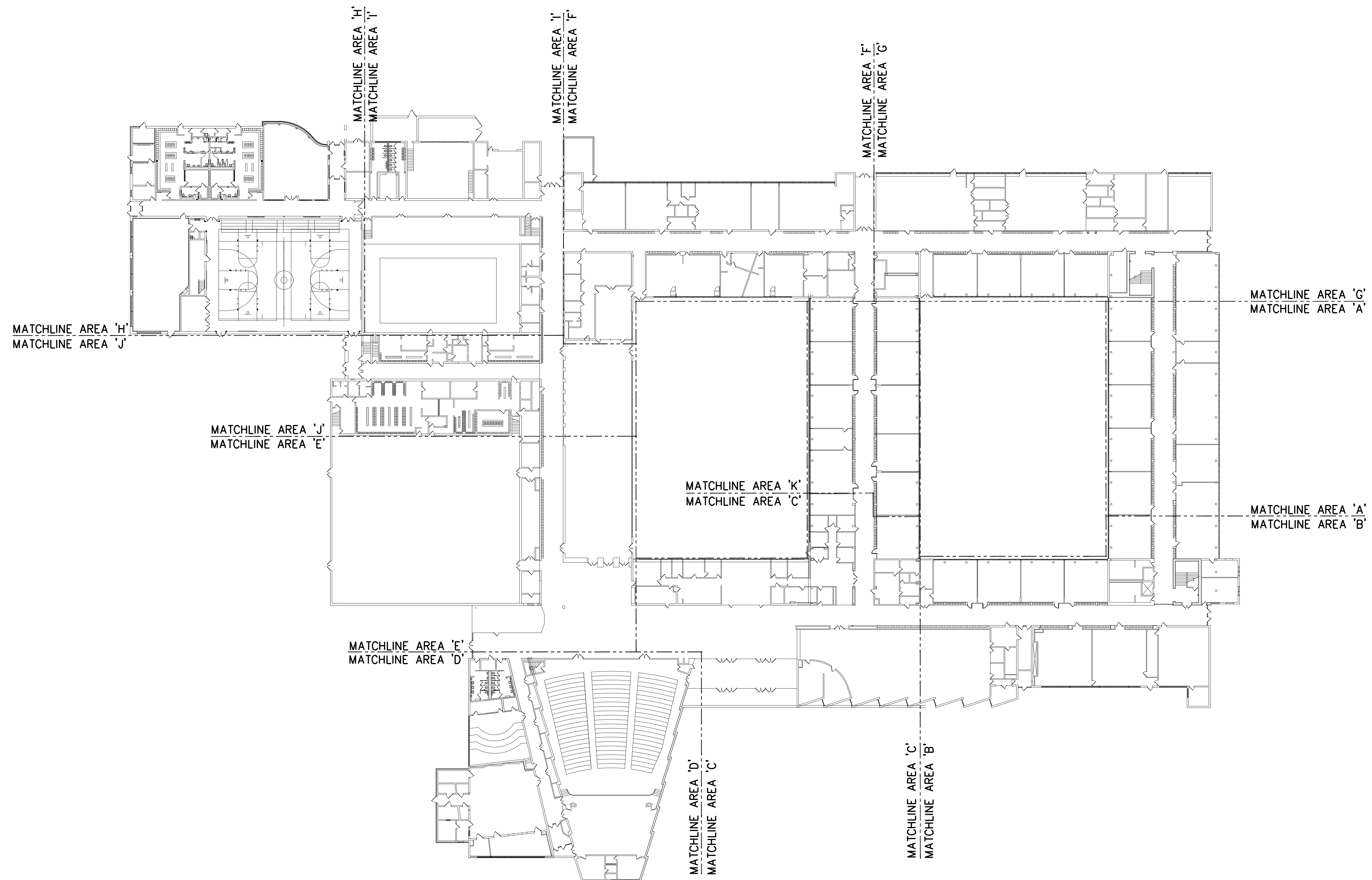
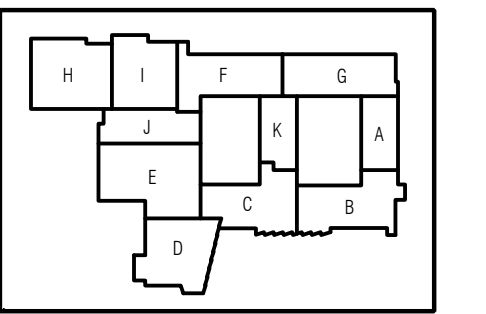
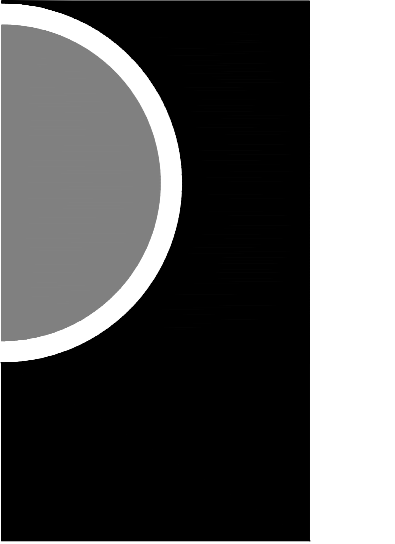
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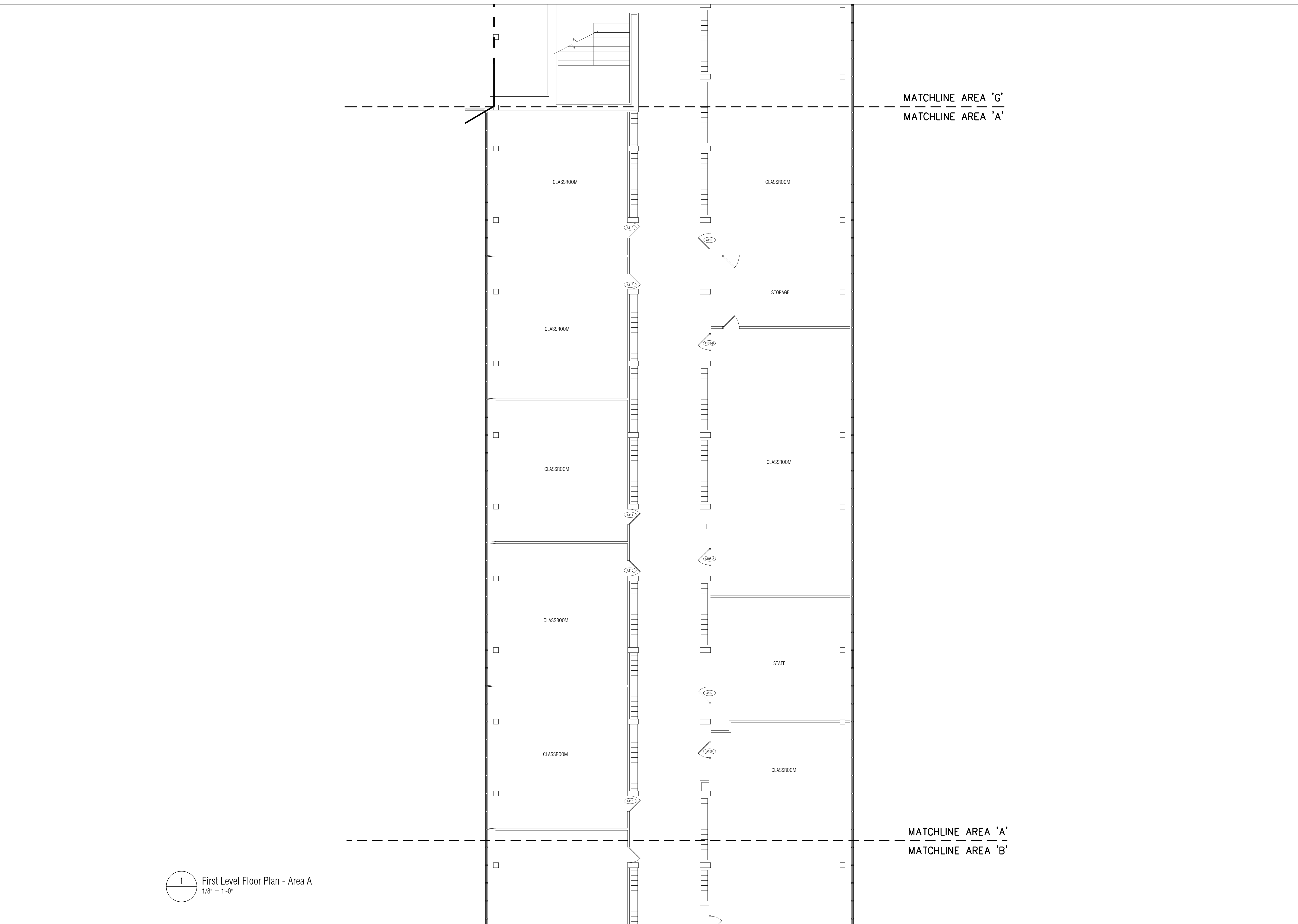
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First Level Floor Plan - Area C

SHEET NO.  
A3-03

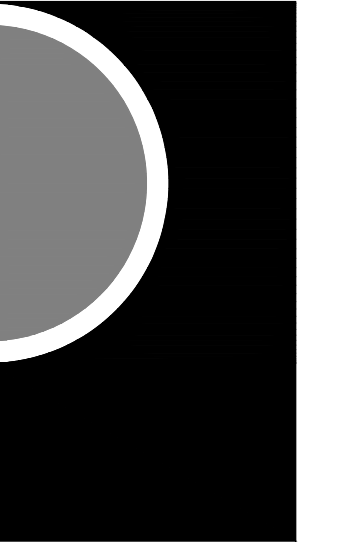




1 High School Main Level Composite Floor Plan  
1/32" = 1'-0"



1 First Level Floor Plan - Area A  
1/8" = 1'-0"



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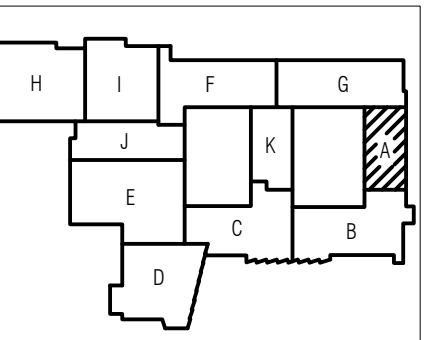
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PROJECT NO.

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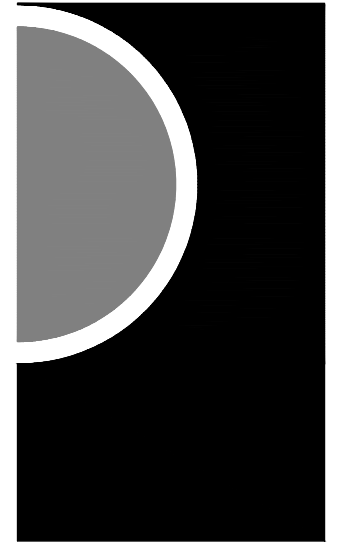
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SHEET NAME

First Level Floor Plan - Area A

SHEET NO.

A3-01



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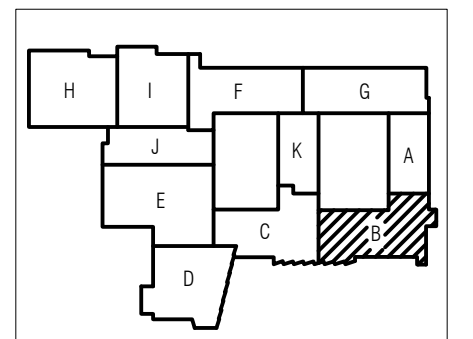
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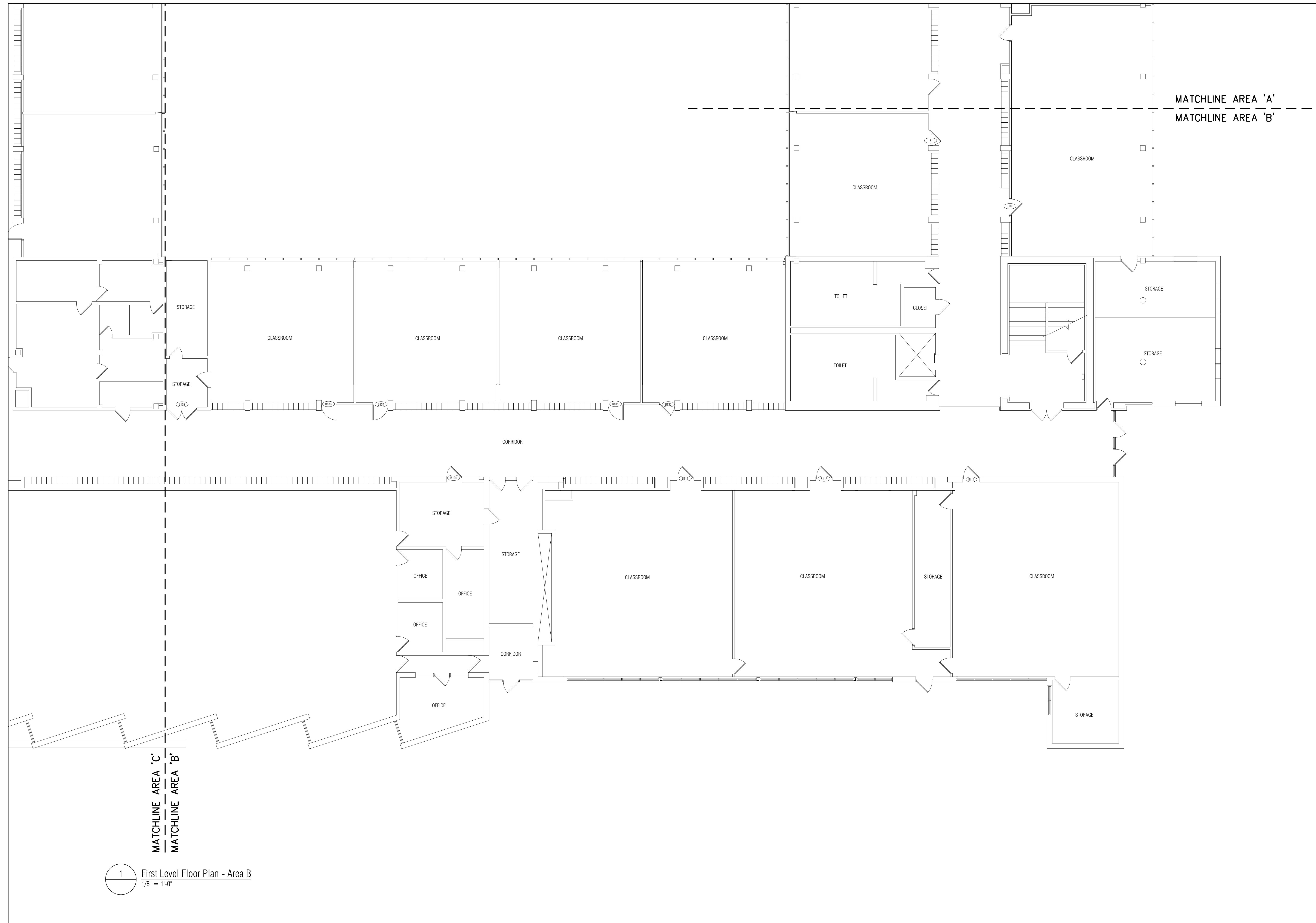
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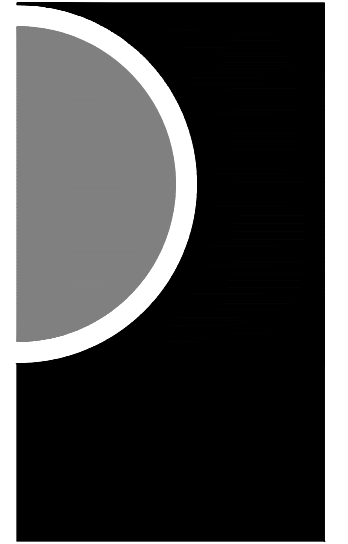
First Level Floor Plan - Area B

SHEET NO.

A3-02



1 First Level Floor Plan - Area B  
1/8" = 1'-0"



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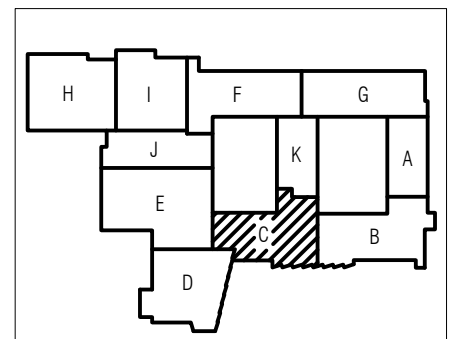
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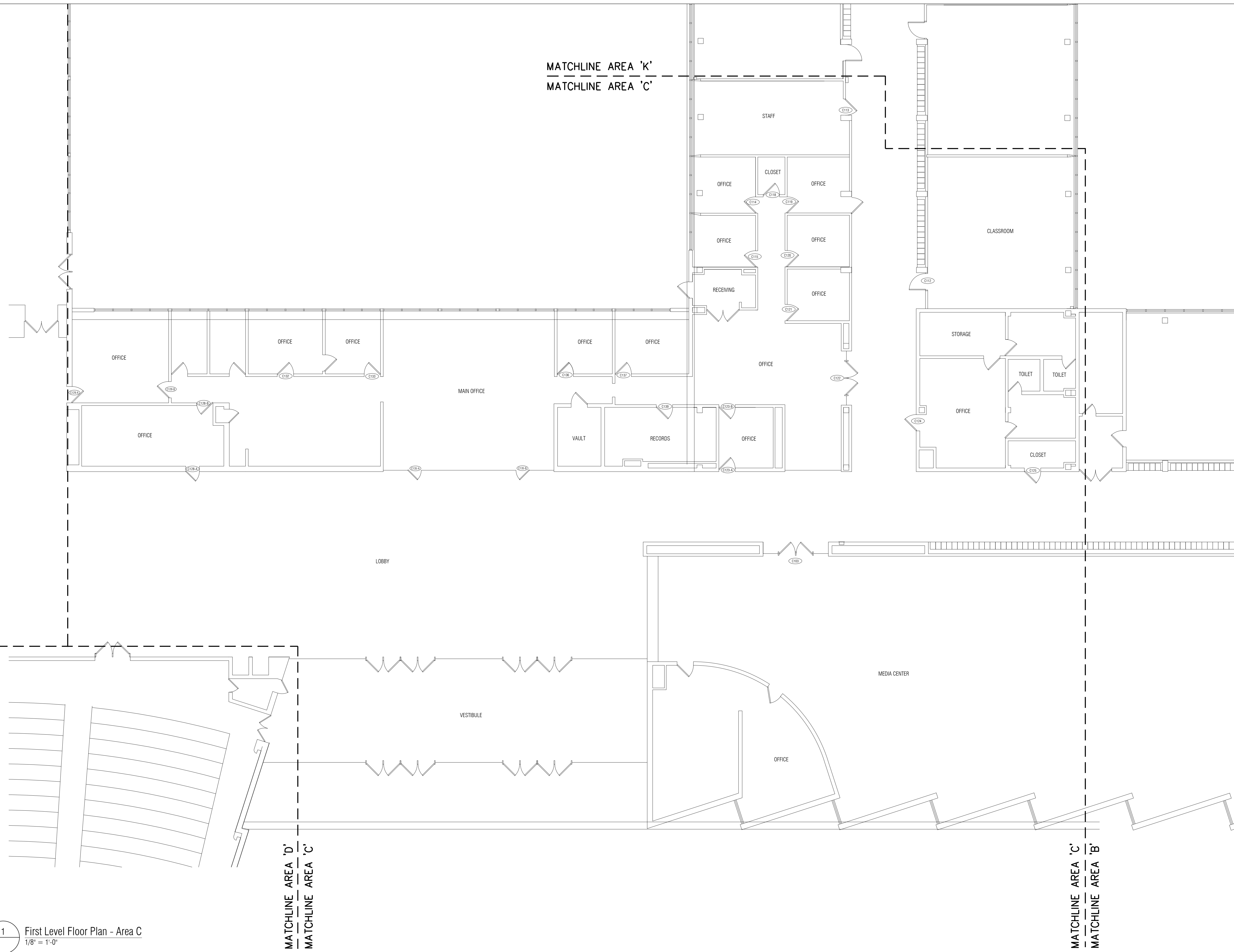
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SHEET NAME

First Level Floor Plan - Area C

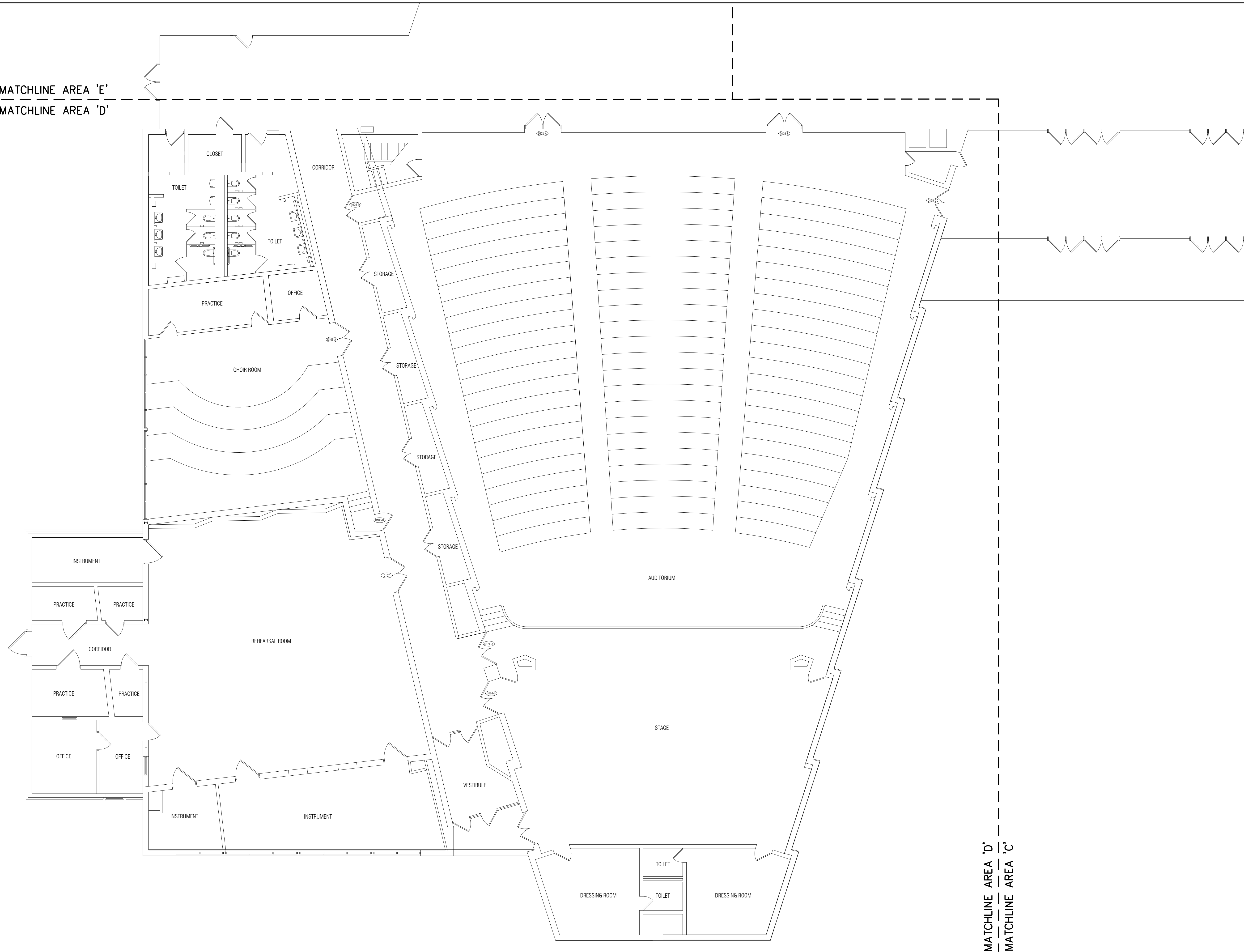
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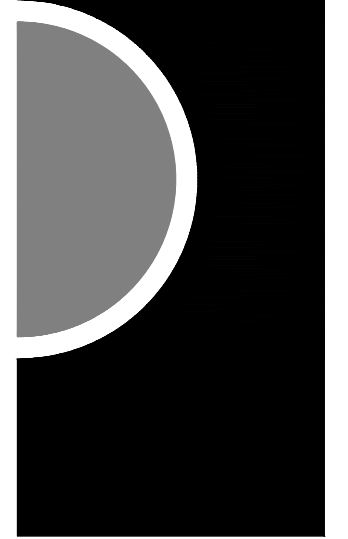


1 First Level Floor Plan - Area C  
1/8" = 1'-0"

MATCHLINE AREA 'E'  
 MATCHLINE AREA 'D'



1 First Level Floor Plan - Area D  
 1/8" = 1'-0"



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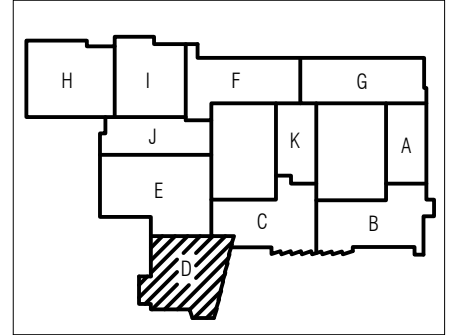
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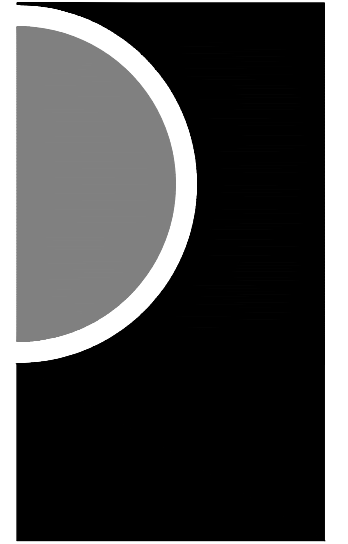
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SHEET NAME

First Level Floor Plan - Area D

SHEET NO.

A3-04



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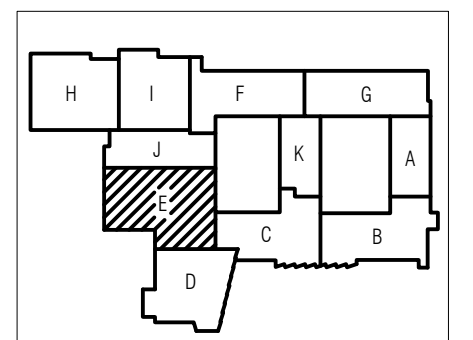
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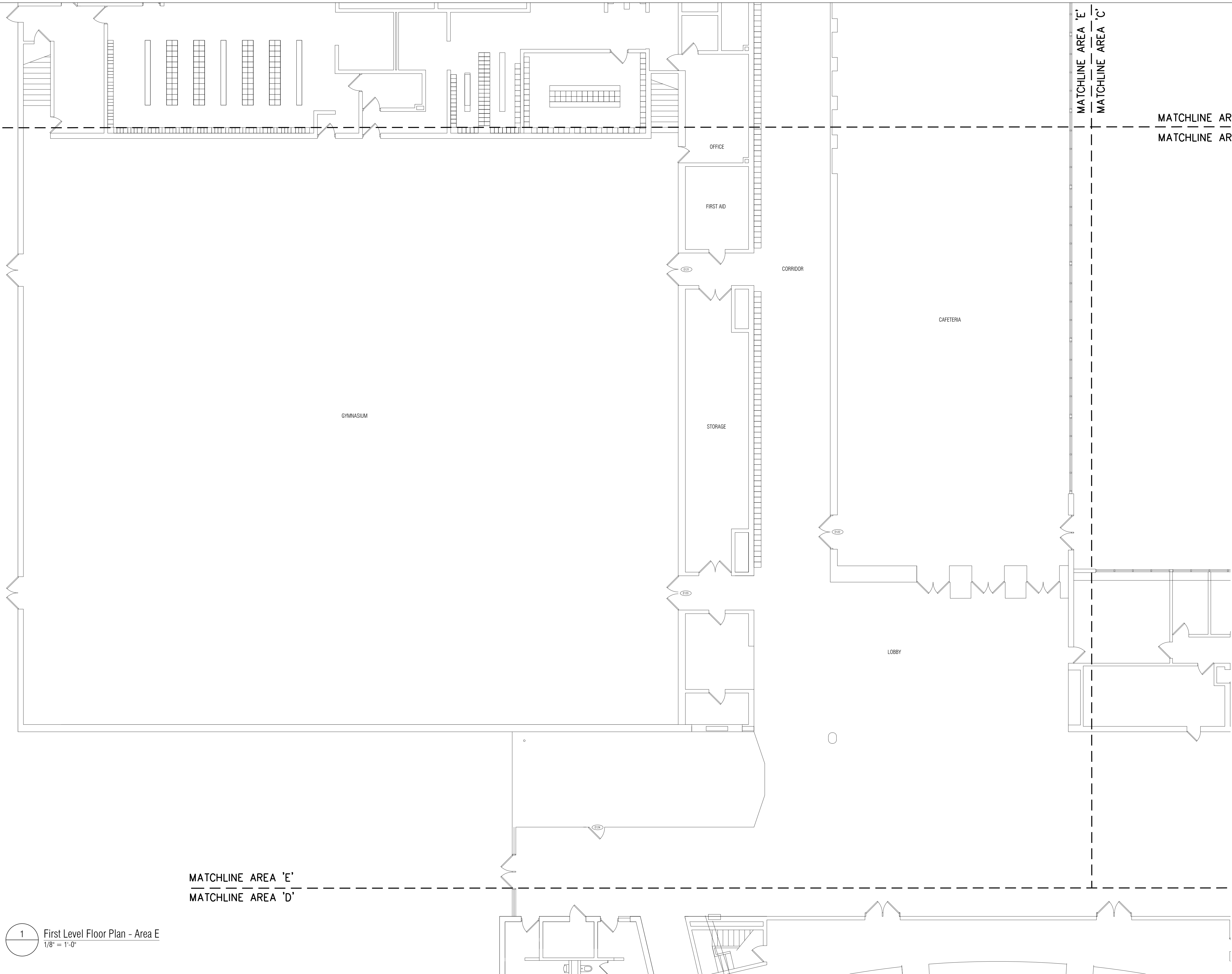
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SHEET NAME

First Level Floor Plan - Area E

SHEET NO.

A3-05

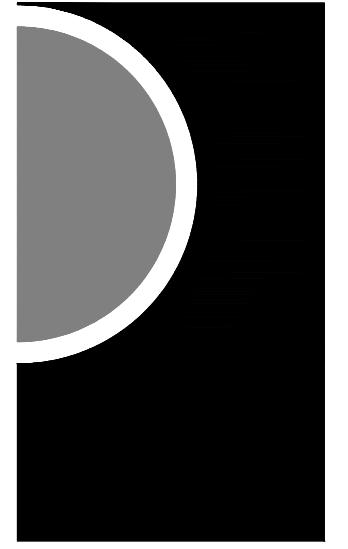


MATCHLINE AREA 'E'  
MATCHLINE AREA 'D'

MATCHLINE AREA 'E'  
MATCHLINE AREA 'C'

MATCHLINE AREA 'J'  
MATCHLINE AREA 'E'

1 First Level Floor Plan - Area E  
1/8" = 1'-0"



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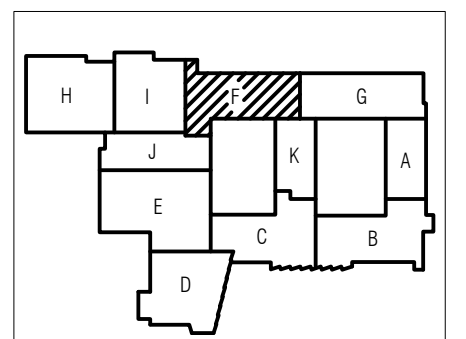
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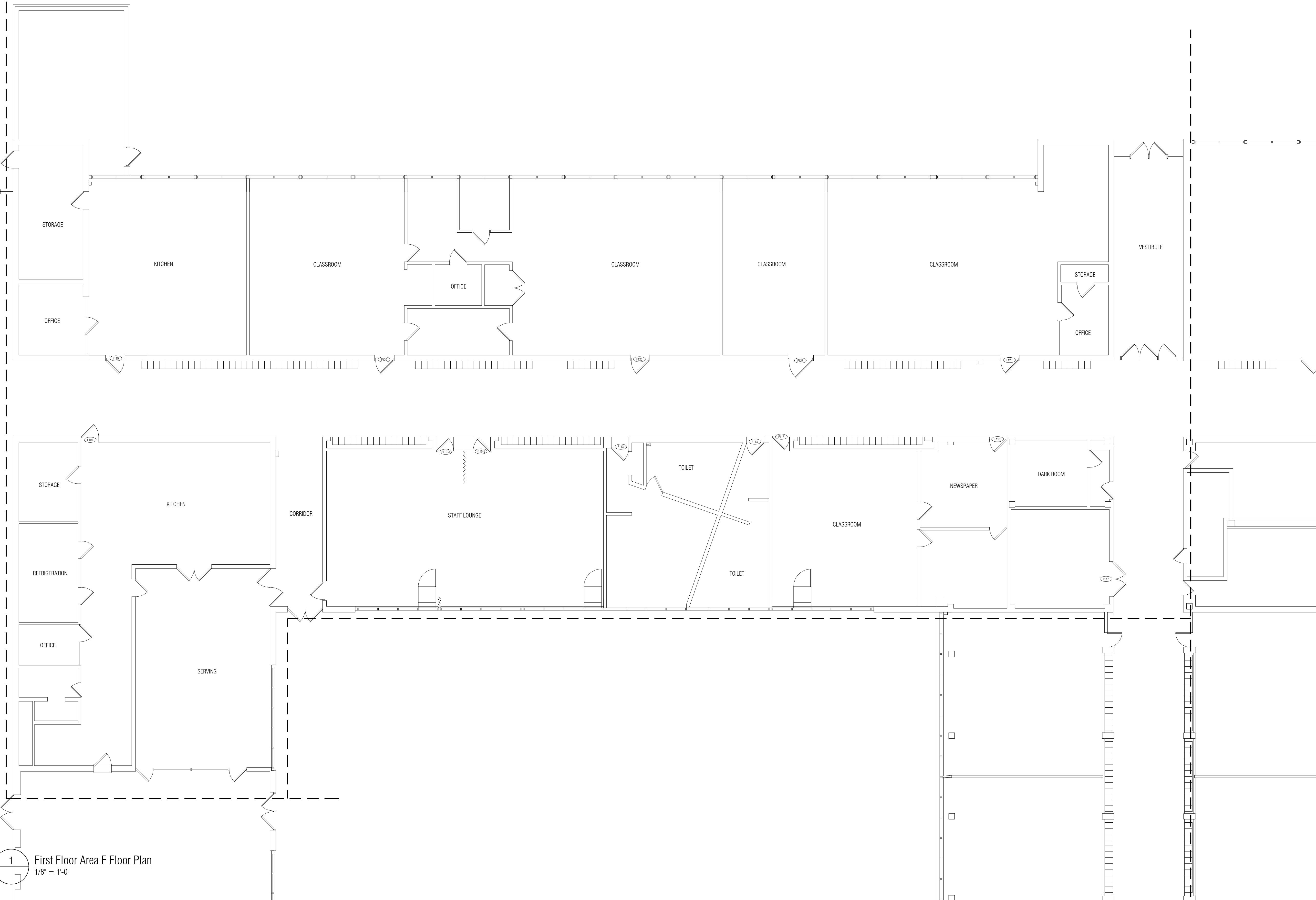
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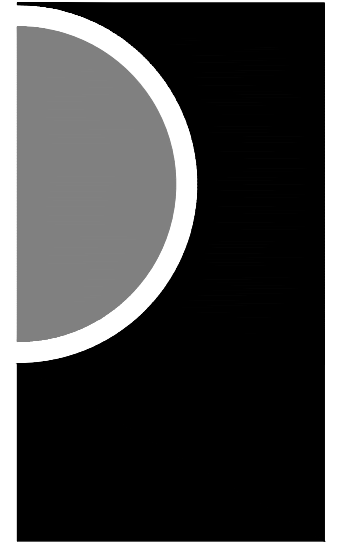
First Floor Area F

SHEET NO.

A3-06



1 First Floor Area F Floor Plan  
1/8" = 1'-0"



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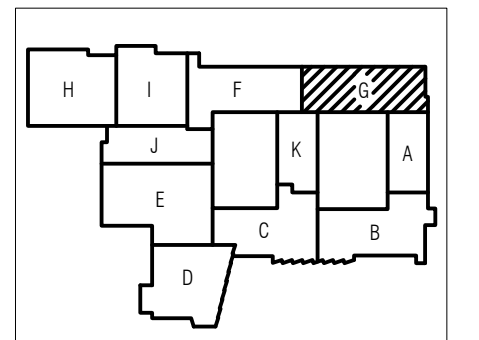
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SHEET NAME

First Level Floor Plan - Area G

SHEET NO.

A3-06

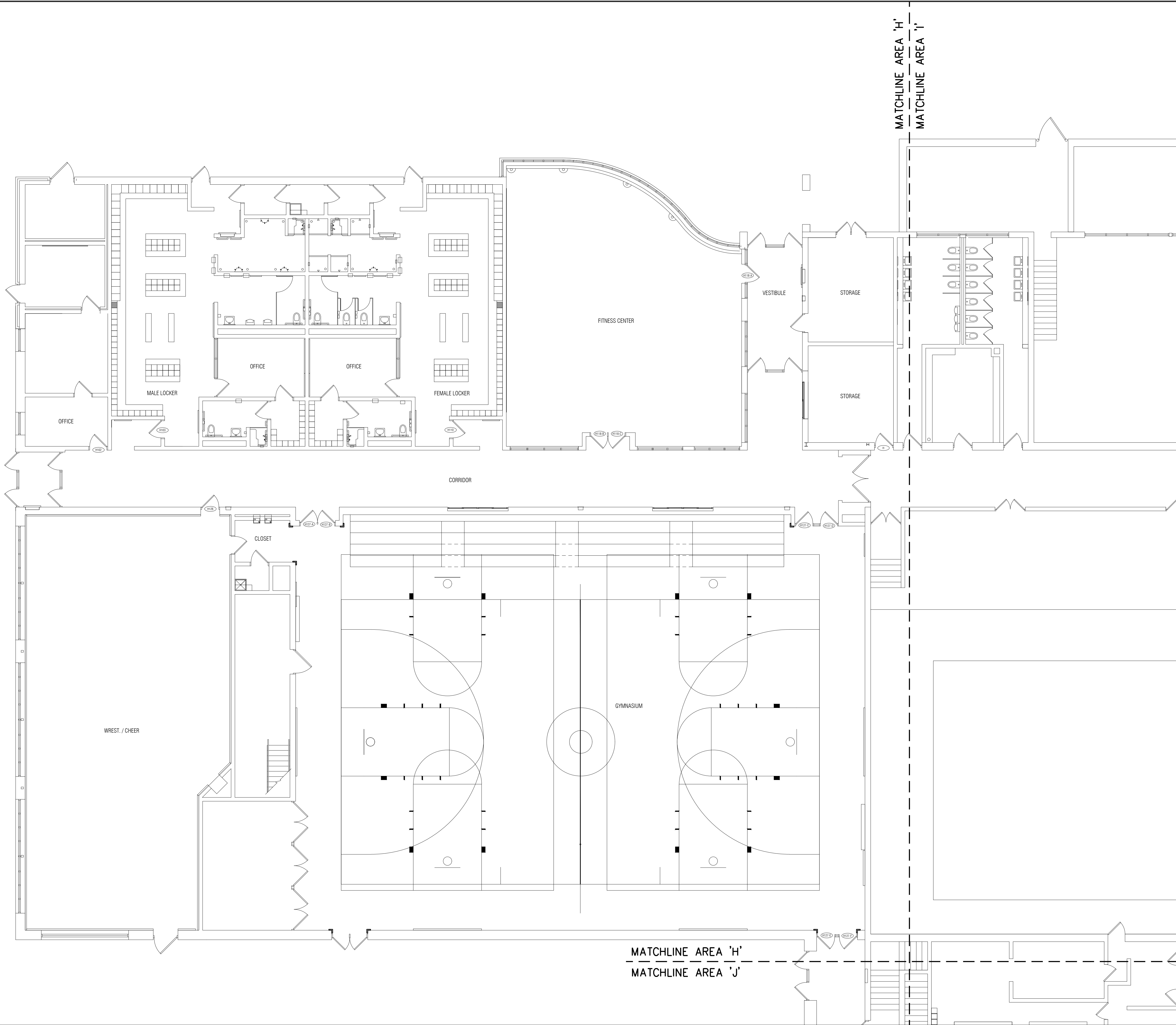
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MATCHLINE AREA 'G'

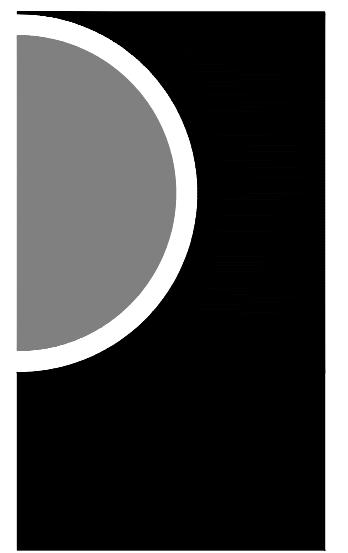
MATCHLINE AREA 'G'

MATCHLINE AREA 'A'

1 First Level Floor Plan - Area G  
1/8" = 1'-0"



1 First Level Floor Plan - Area H  
1/8" = 1'-0"

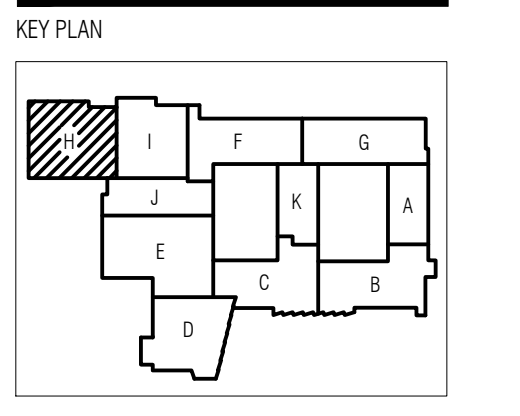


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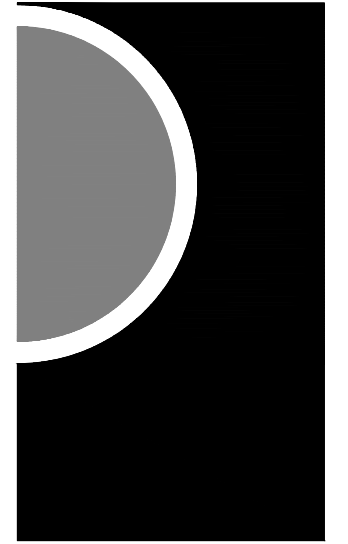
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SHEET NAME  
First Level Floor Plan - Area H

SHEET NO.  
A3-07



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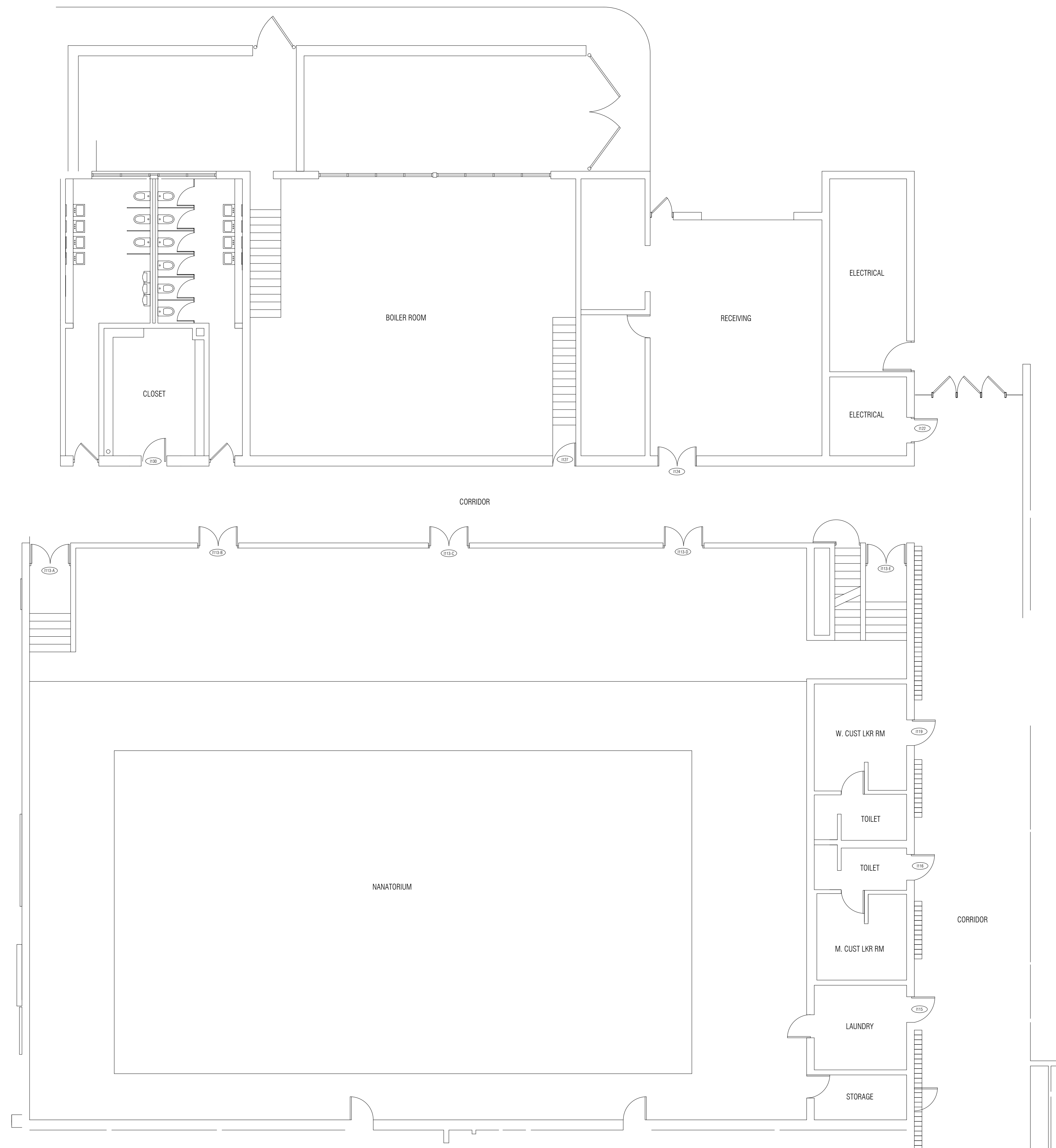
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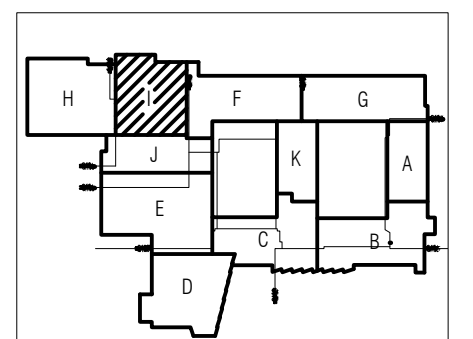
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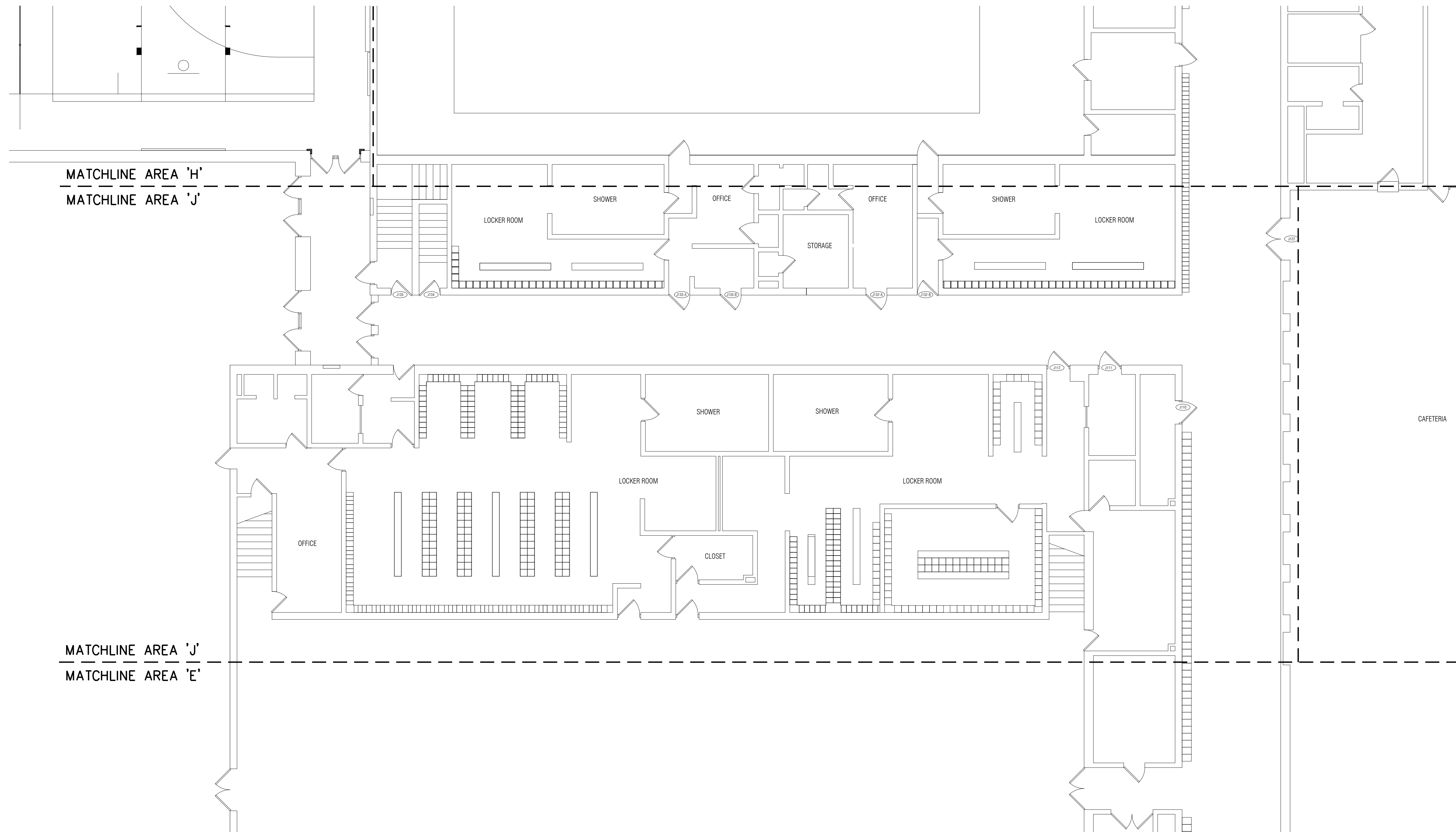
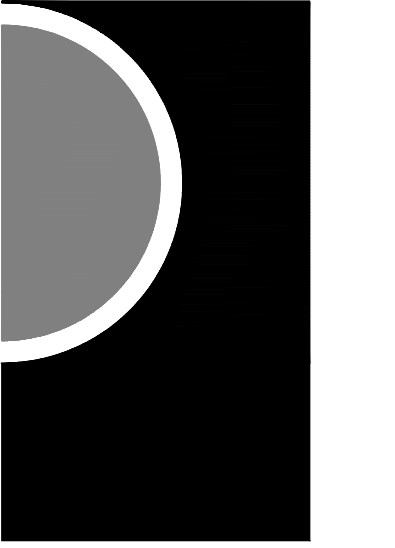
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SECTION I HIGH SCHOOL

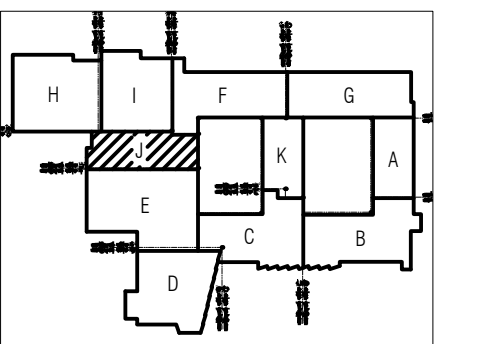
SHEET NO.

A3-09

1 Section I High School Floor Plan  
1/8" = 1'-0"



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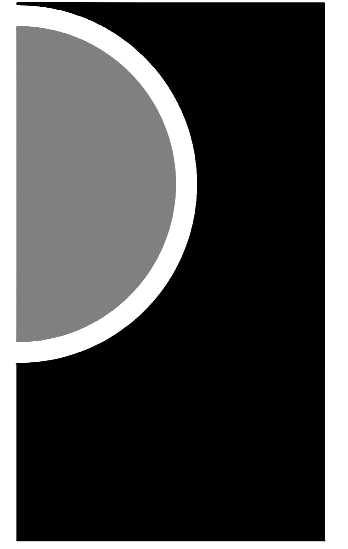
SHEET NAME

First Level Floor Plan - Area J

SHEET NO.

A3-08

1 First Level Floor Plan - Area J  
1/8" = 1'-0"



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P 586.469.3600

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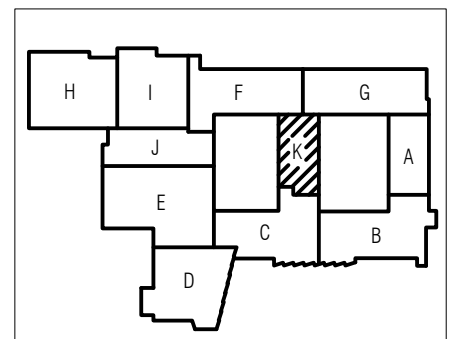
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CONSULTANT

KEY PLAN



OWNER

Hazel Park Schools

PROJECT NAME

District Wide Door Assessment - Hazel Park High School

PROJECT NO.

23-119

ISSUES / REVISIONS

95% Owner Review 12-22-2023

DRAWN BY

JLW

CHECKED BY

MDS

APPROVED BY

SHEET NAME

First Level Floor Plan - Area K

SHEET NO.

A3-09

MATCHLINE AREA 'F'

MATCHLINE AREA 'K'

MATCHLINE AREA 'K'

MATCHLINE AREA 'C'

CLASSROOM

CLASSROOM

CLASSROOM

CLASSROOM

CLASSROOM

CLASSROOM

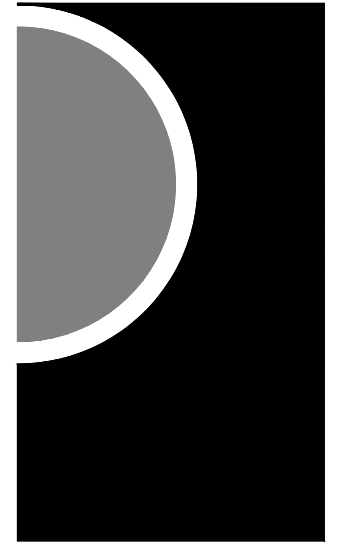
CLASSROOM

CLASSROOM

CLASSROOM

CLASSROOM

1 First Level Floor Plan - Area K  
1/8" = 1'-0"



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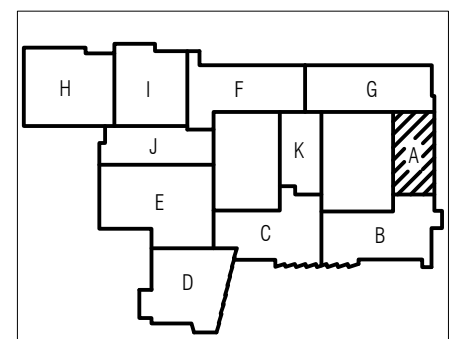
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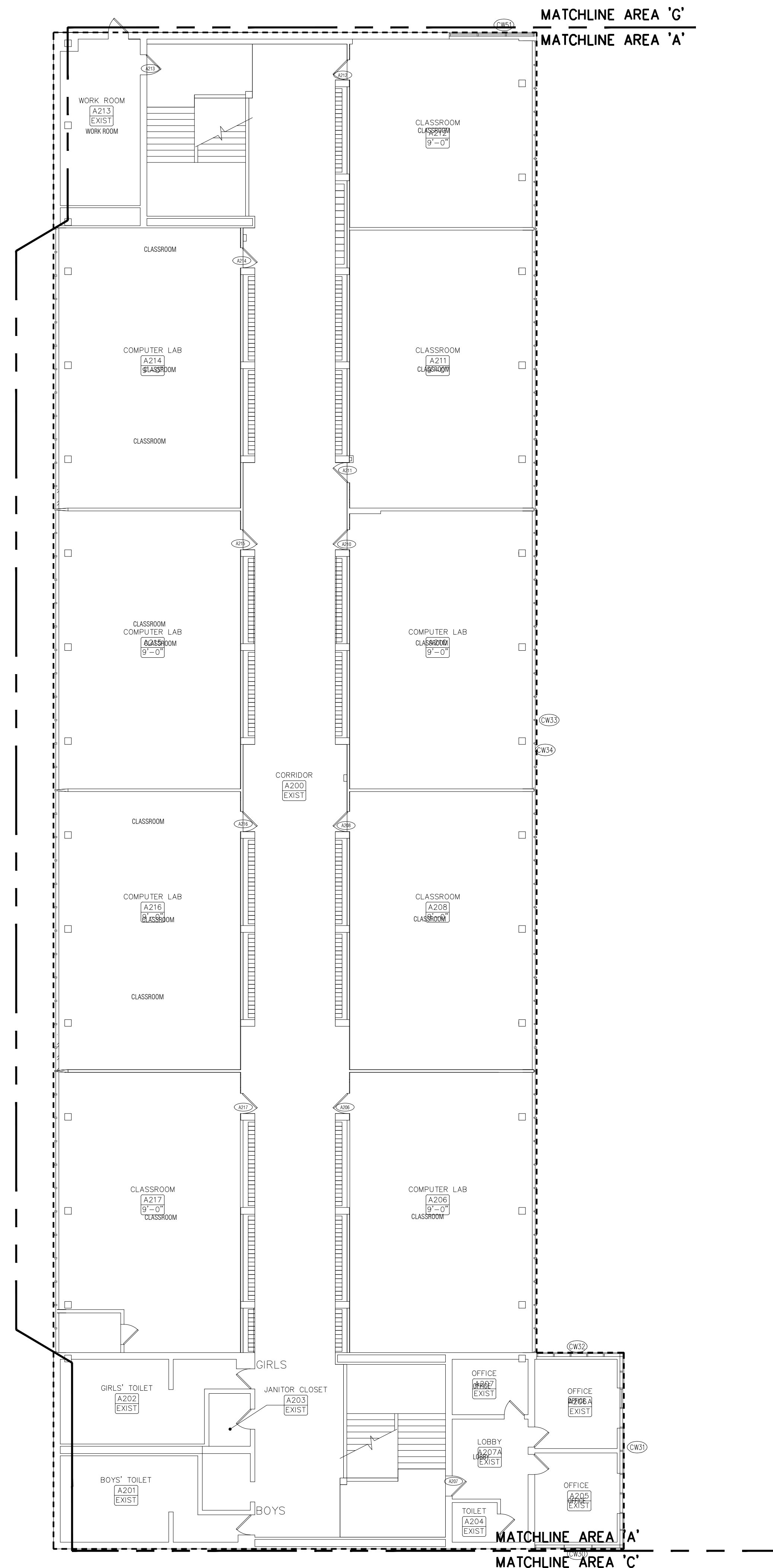
APPROVED BY

SHEET NAME

Second Level Floor Plan - Area A

SHEET NO.

A3-12



1 Second Level Floor Plan - Area A  
 1/32" = 1'-0"

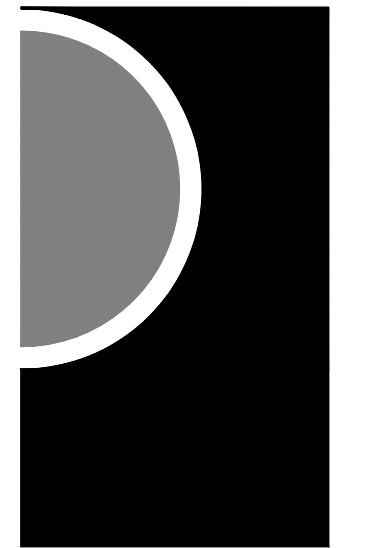
Door / Opening Schedule - Second Floor													
DOOR NO.	DOOR / OPENING SIZE (W X H) CONTRACTOR TO VERIFY DOOR SIZE IF OPENING IS EXISTING	DOOR			FRAME			DETAILS			HARDWARE SET #	LABEL (MIN.)	DOOR / OPENING KEY NOTES
		TYPE	MATERIAL	FINISH	TYPE	MATERIAL	FINISH	HEAD	JAMB	THRES. / SILL			
A204	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A205	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A206	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A207	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A208	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A211	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A213-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A213-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A215-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A215-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A217-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A217-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A221	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A224	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A225	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A226	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A227	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A228	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B233	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	3	EXIST	
B238	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	3	EXIST	
B242	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B243	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B244	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B247	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B248	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B249	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	

Door/ Openings General Notes:	
A.	FIELD VERIFY ALL OPENINGS PRIOR TO ORDERING PANIC HARDWARE
B.	CONTRACTOR TO EXTEND POCKET DEPTH OF DOOR TO ACCEPT NEW MORTISE LOCKSETS

Door/ Opening Key Notes:	
1.	REMOVE EXISTING DOOR LEAF AND ALL HARDWARE. PATCH AND REPAIR EXISTING FASTENER HOLES FROM REMOVED HARDWARE WITH FRAMES WITH AUTO BODY FILLER - SAND SMOOTH.
2.	REMOVE EXISTING PANIC DEVICE. PREP OLD HARDWARE HOLES WITH WOOD FILLER
3.	REMOVE EXISTING MORTISE LOCKSET
4.	REMOVE EXISTING PANIC DEVICE

Door / Opening Schedule													
DOOR NO.	DOOR / OPENING SIZE (W X H) CONTRACTOR TO VERIFY DOOR SIZE IF OPENING IS EXISTING	DOOR			FRAME			DETAILS			HARDWARE SET #	LABEL (MIN.)	DOOR / OPENING KEY NOTES
		TYPE	MATERIAL	FINISH	TYPE	MATERIAL	FINISH	HEAD	JAMB	THRES. / SILL			
A104	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A105	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A106	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A107	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A108	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A111	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A113-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A113-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A115-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A115-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A117-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A117-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A121	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A124	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A125	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A126	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A127	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A128	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
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A139	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A143	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A144	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A147-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A147-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	3	EXIST	
A148	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
A149	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B134	4'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B135	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B141-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B141-B	4'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B143	4'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	3	EXIST	
B145	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B146	4'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B149	4'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B150-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	
B150-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	
B150-C	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	3	EXIST	
B152	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B154-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
B154-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
C110-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	
C110-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	3	EXIST	
C110-C	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	
C112	(2) 3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	13	EXIST	
C113	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	3	EXIST	
C114	4'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
C115	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
C116	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
D102	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	1	EXIST	
D105-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	
D105-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	3	EXIST	
D105-C	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	
D105-D	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	
D105-E	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	3	EXIST	
D105-F	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	
D110-A	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	
D110-B	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	3	EXIST	
D110-C	3'-0" X 7'-0"	EXIST	WD	EXIST	EXIST	EXIST	EXIST	-	-	-	14	EXIST	

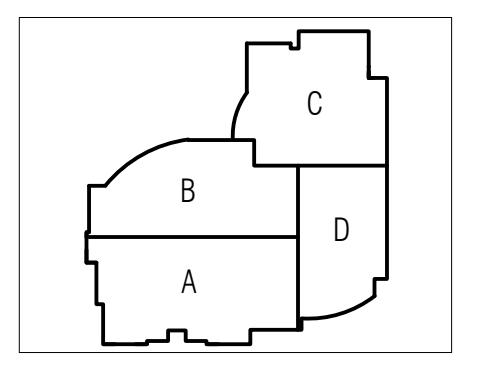


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KEY PLAN



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Hazel Park Schools

PROJECT NAME

District Wide Door Assessment - Hazel Park Junior High School

PROJECT NO.

23-119

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95% Owner Review 12-22-2023

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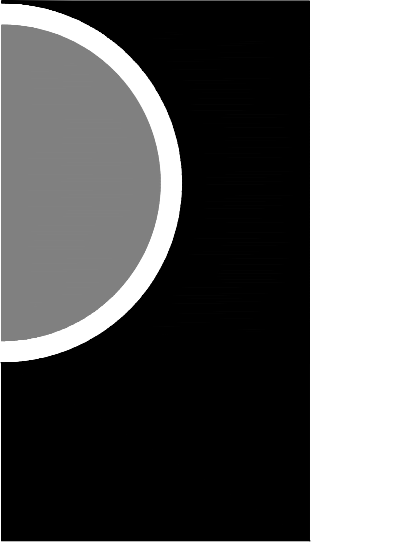
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SHEET NAME

Door Schedule

SHEET NO.

A0-02

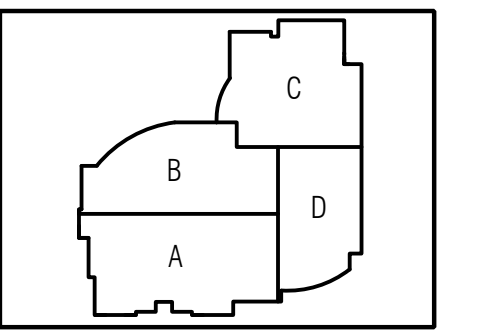


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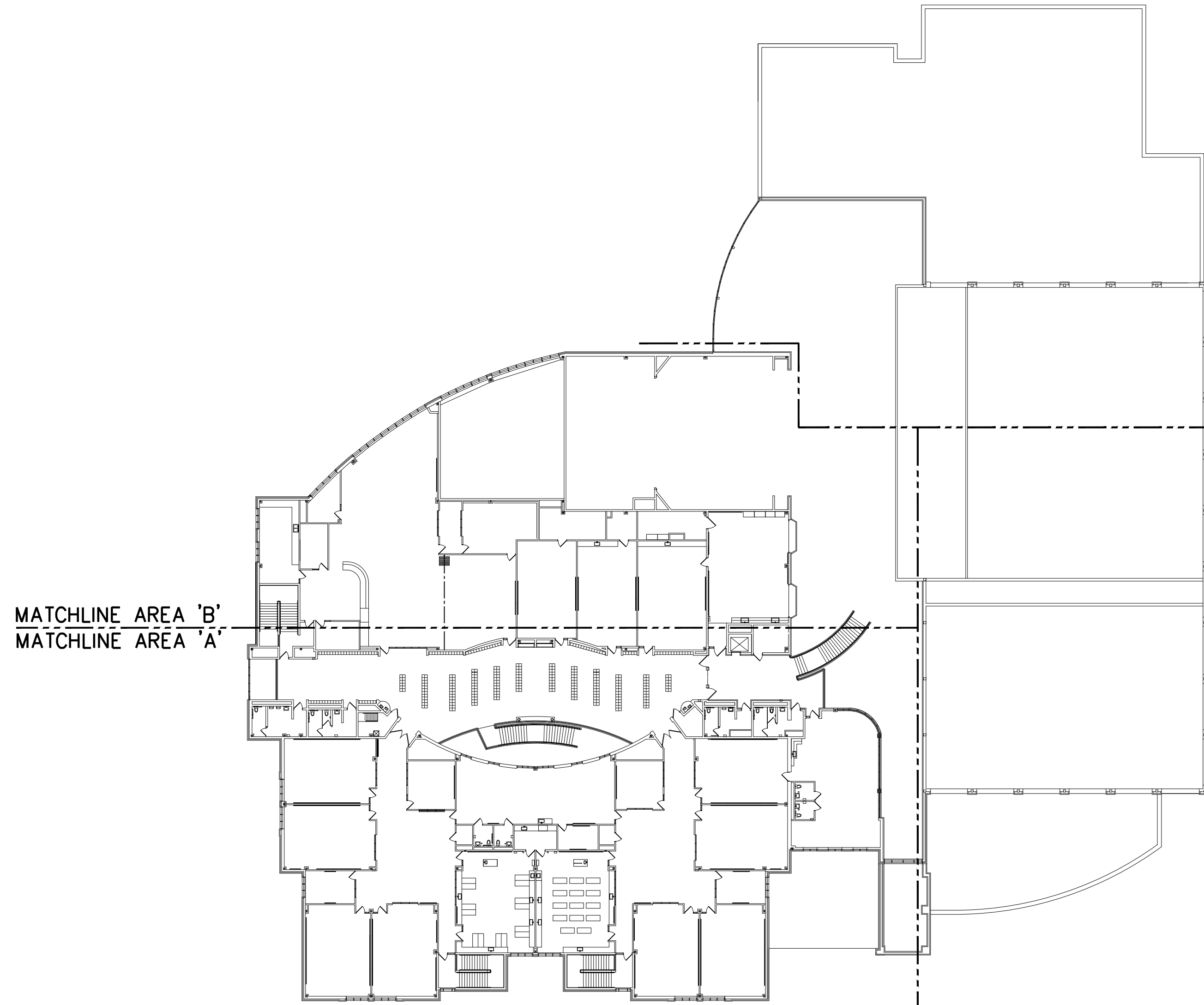
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SHEET NAME

Composite Floor Plan

SHEET NO.

A1-01

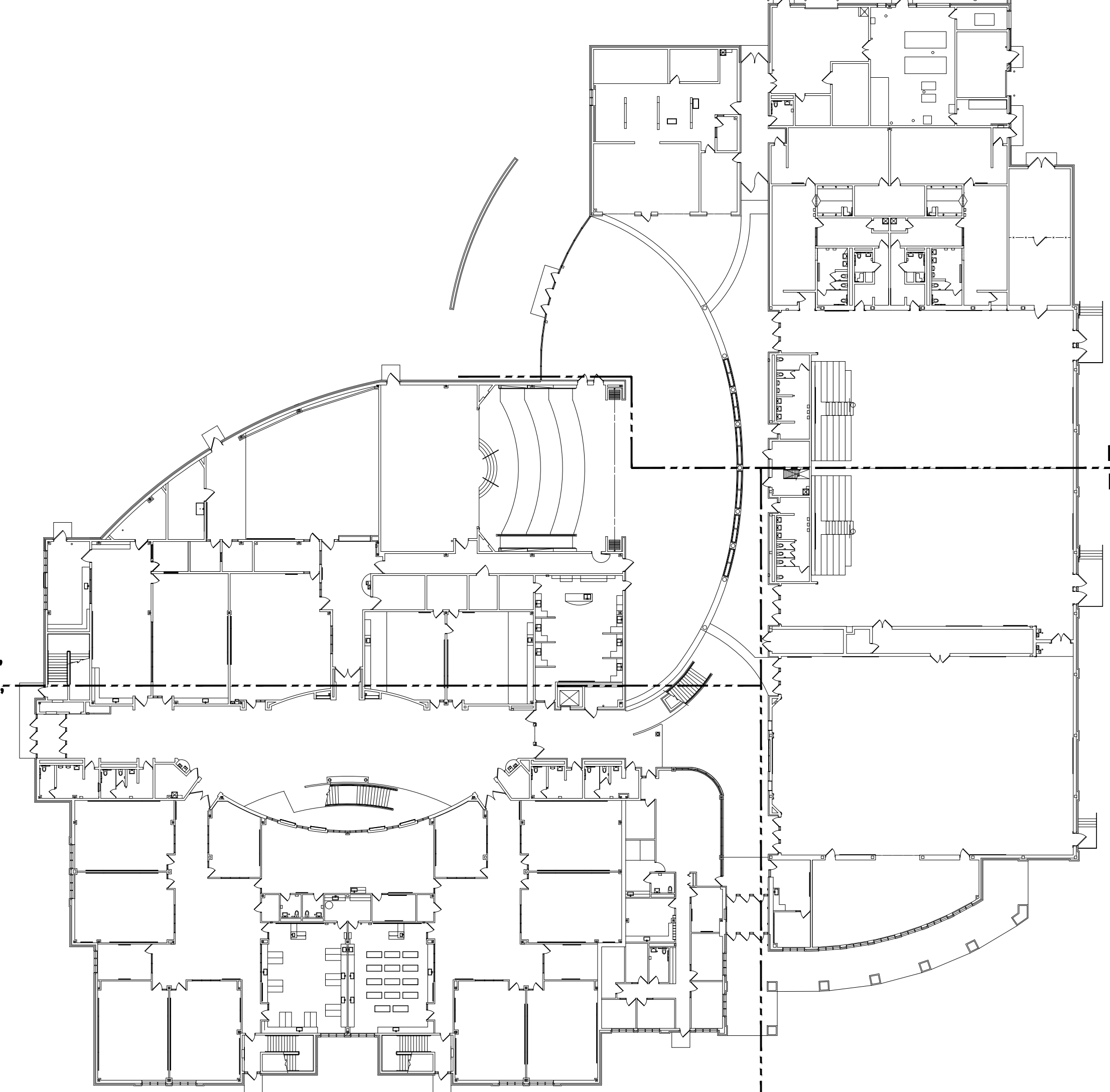


1 Junior High School Second Level Composite Floor Plan  
1/32" = 1'-0"

MATCHLINE AREA 'A'  
MATCHLINE AREA 'D'

MATCHLINE AREA 'C'  
MATCHLINE AREA 'D'

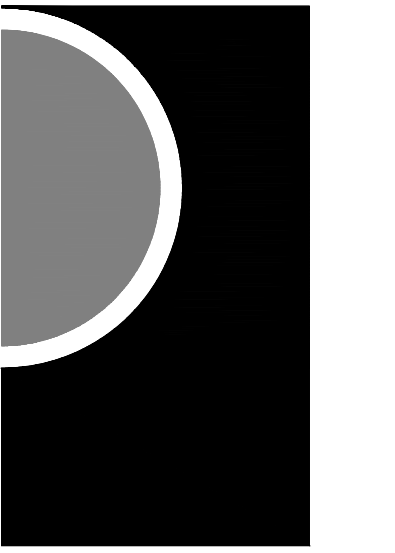
MATCHLINE AREA 'B'  
MATCHLINE AREA 'A'



1 Junior High School Main Level Composite Floor Plan  
1/32" = 1'-0"

MATCHLINE AREA 'A'  
MATCHLINE AREA 'D'

MATCHLINE AREA 'C'  
MATCHLINE AREA 'D'



Statement of Intellectual Property

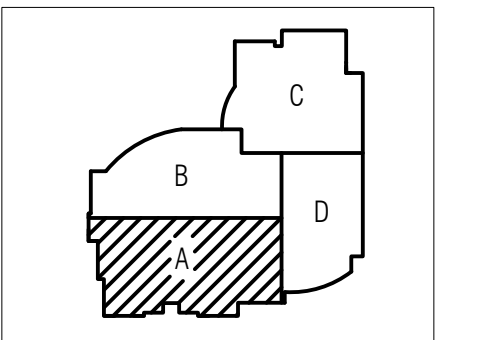
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SHEET NAME

First Level Floor Plan - Area A

SHEET NO.

A3-01



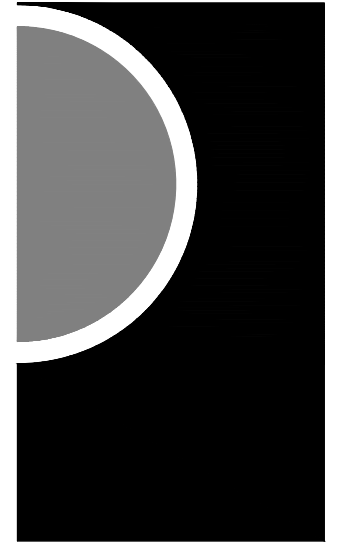
MATCHLINE AREA 'B'

MATCHLINE AREA 'A'

MATCHLINE AREA 'A'

MATCHLINE AREA 'D'

1 First Level Floor Plan - Area A  
1/8" = 1'-0"



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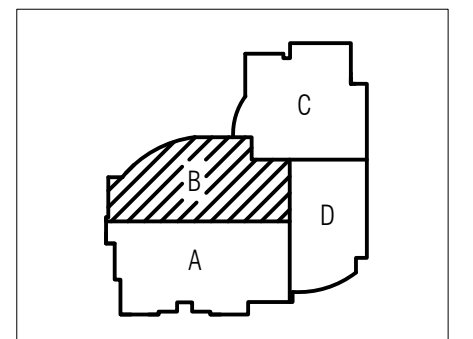
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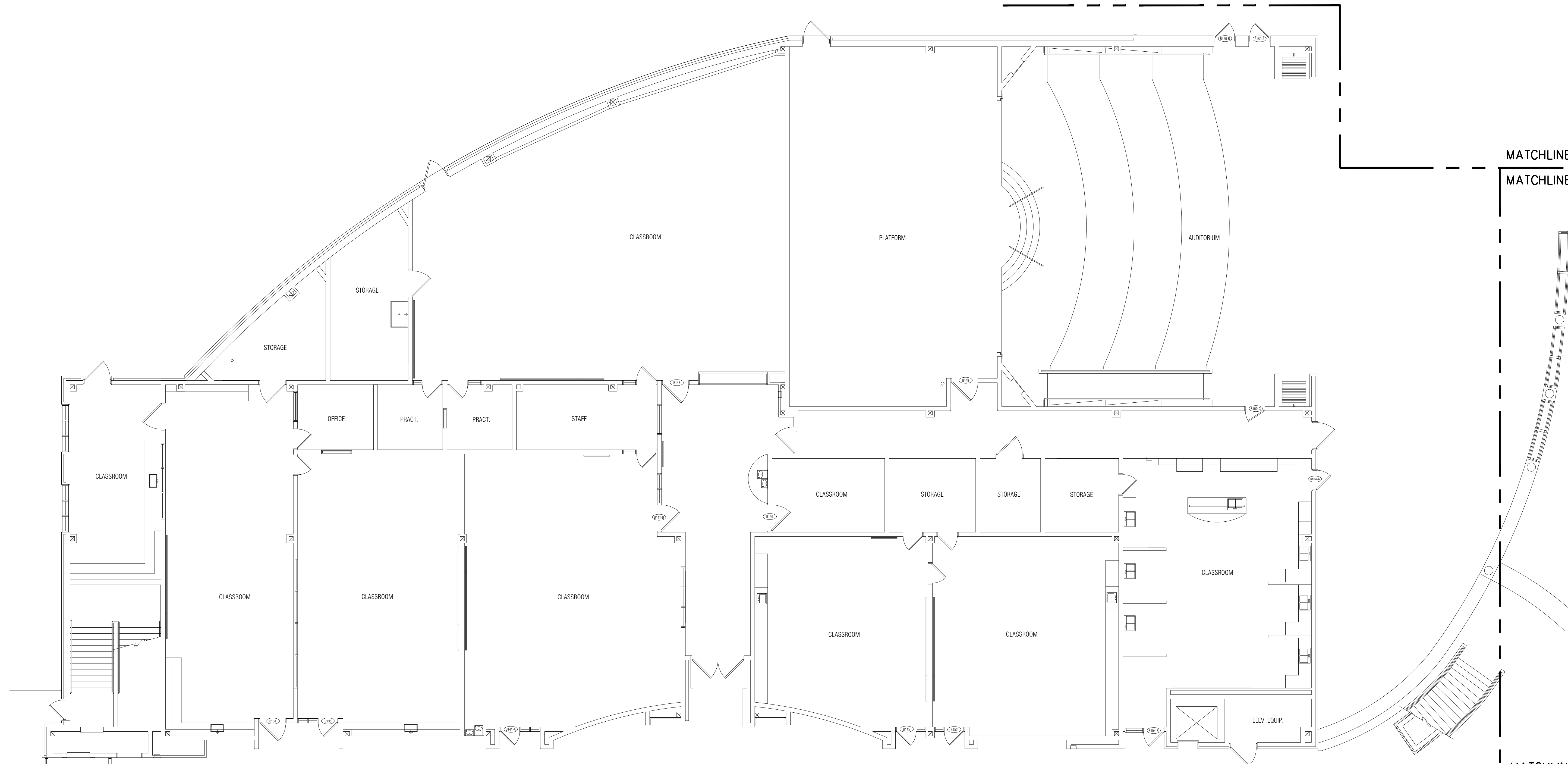
APPROVED BY

SHEET NAME

First Level Floor Plan - Area B

SHEET NO.

A3-02



MATCHLINE AREA 'C'

MATCHLINE AREA 'B'

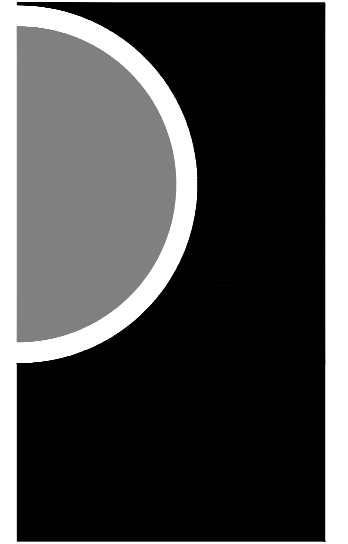
MATCHLINE AREA 'B'

MATCHLINE AREA 'A'

MATCHLINE AREA 'B'

MATCHLINE AREA 'D'

1 First Level Floor Plan - Area B  
1/8" = 1'-0"



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MOUNT CLEMENS, MI 48043  
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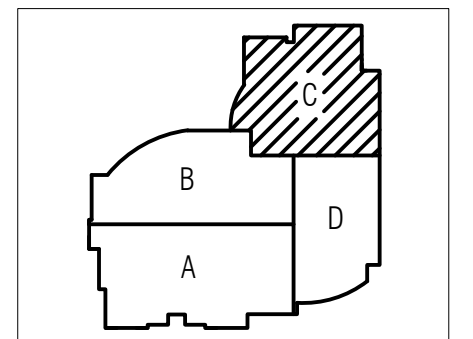
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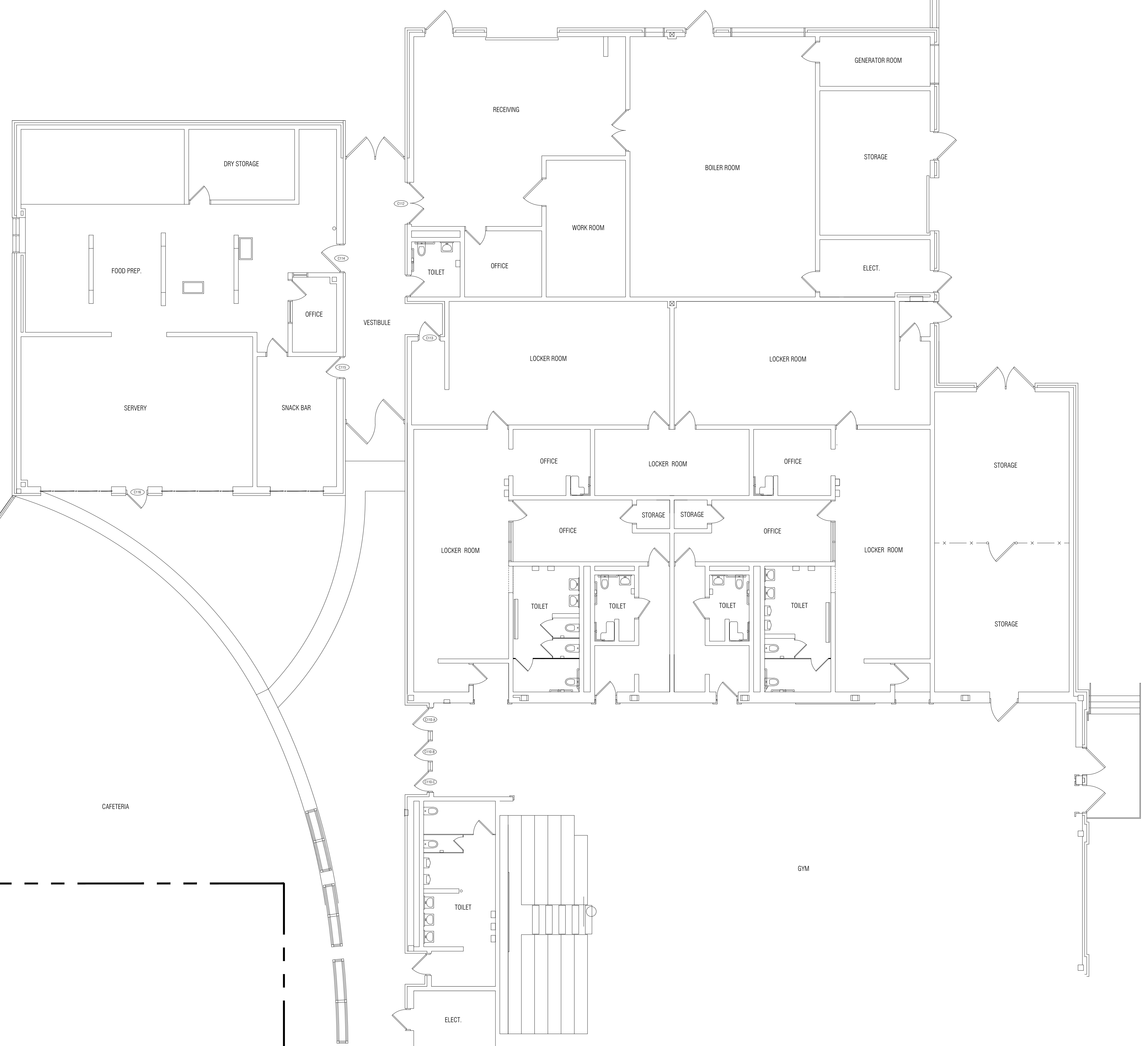
APPROVED BY

SHEET NAME

First Level Floor Plan - Area C

SHEET NO.

A3-03



MATCHLINE AREA 'C'

MATCHLINE AREA 'B'

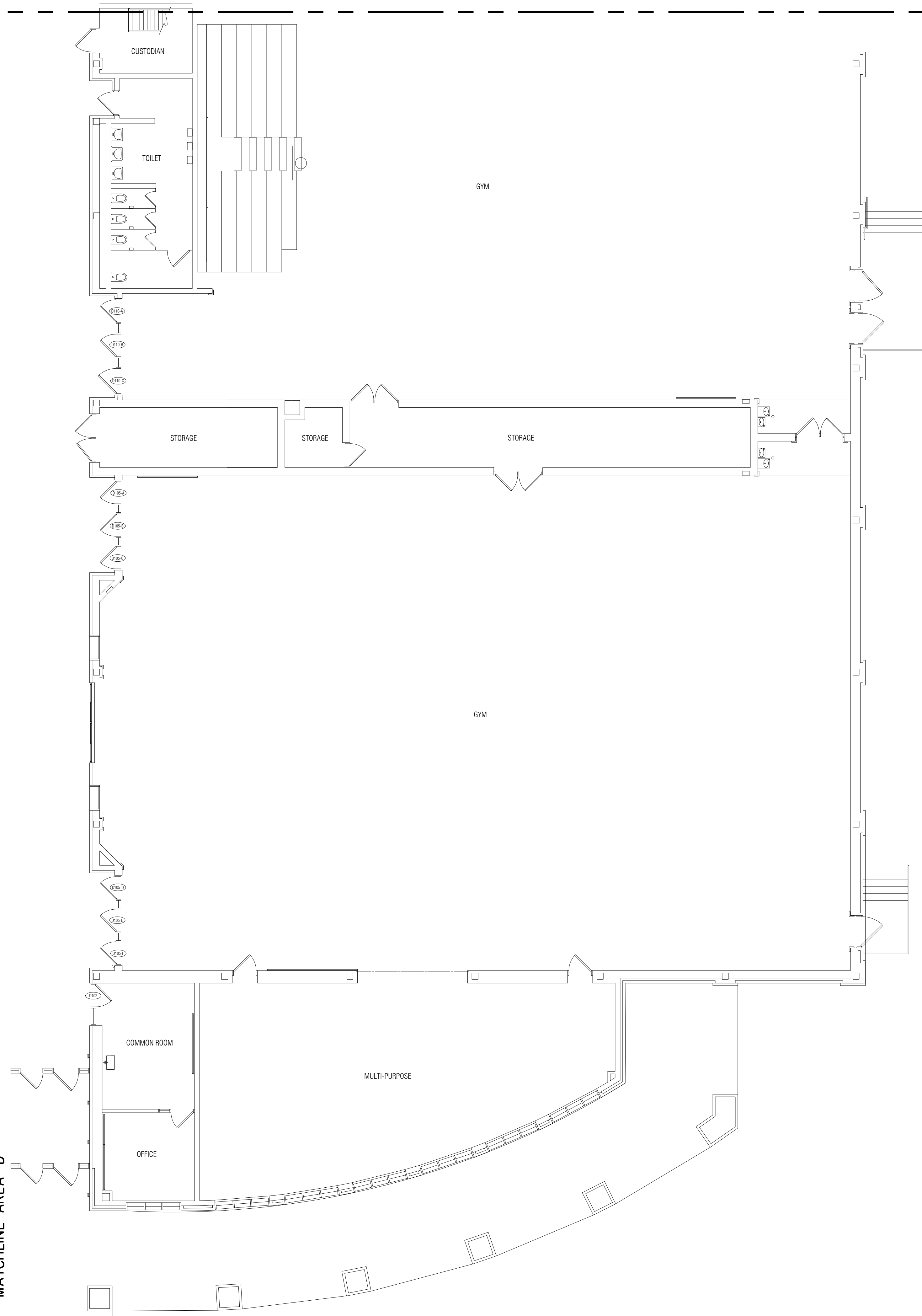
MATCHLINE AREA 'C'

MATCHLINE AREA 'D'

1 First Level Floor Plan - Area C  
1/8" = 1'-0"

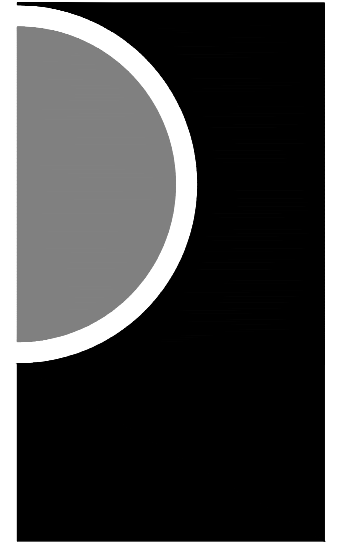
MATCHLINE AREA 'C'  
MATCHLINE AREA 'B'

MATCHLINE AREA 'A'  
MATCHLINE AREA 'D'



1 First Level Floor Plan - Area D  
1/8" = 1'-0"

PARTNERS



1131

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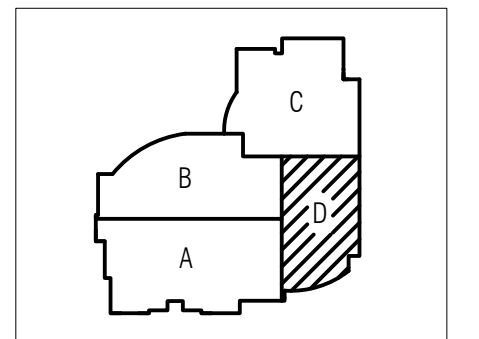
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CONSULTANT

KEY PLAN



OWNER

Hazel Park Schools

PROJECT NAME

District Wide Door Assessment - Hazel Park Junior High School

PROJECT NO.

23-119

ISSUES / REVISIONS

95% Owner Review 12-22-2023

DRAWN BY

JLW

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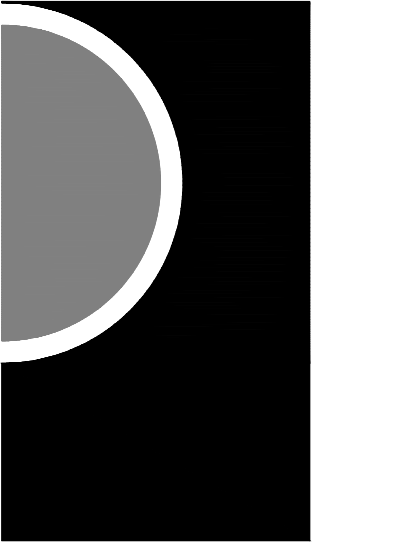
APPROVED BY

SHEET NAME

First Level Floor Plan - Area D

SHEET NO.

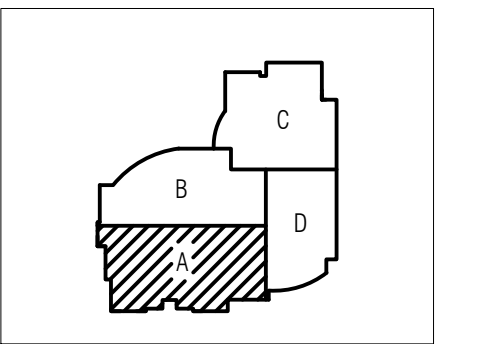
A3-04



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KEY PLAN



OWNER

Hazel Park Schools

PROJECT NAME

District Wide Door Assessment - Hazel Park Junior High School

PROJECT NO.

23-119

ISSUES / REVISIONS

95% Owner Review 12-22-2023

DRAWN BY

JLW

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SHEET NAME

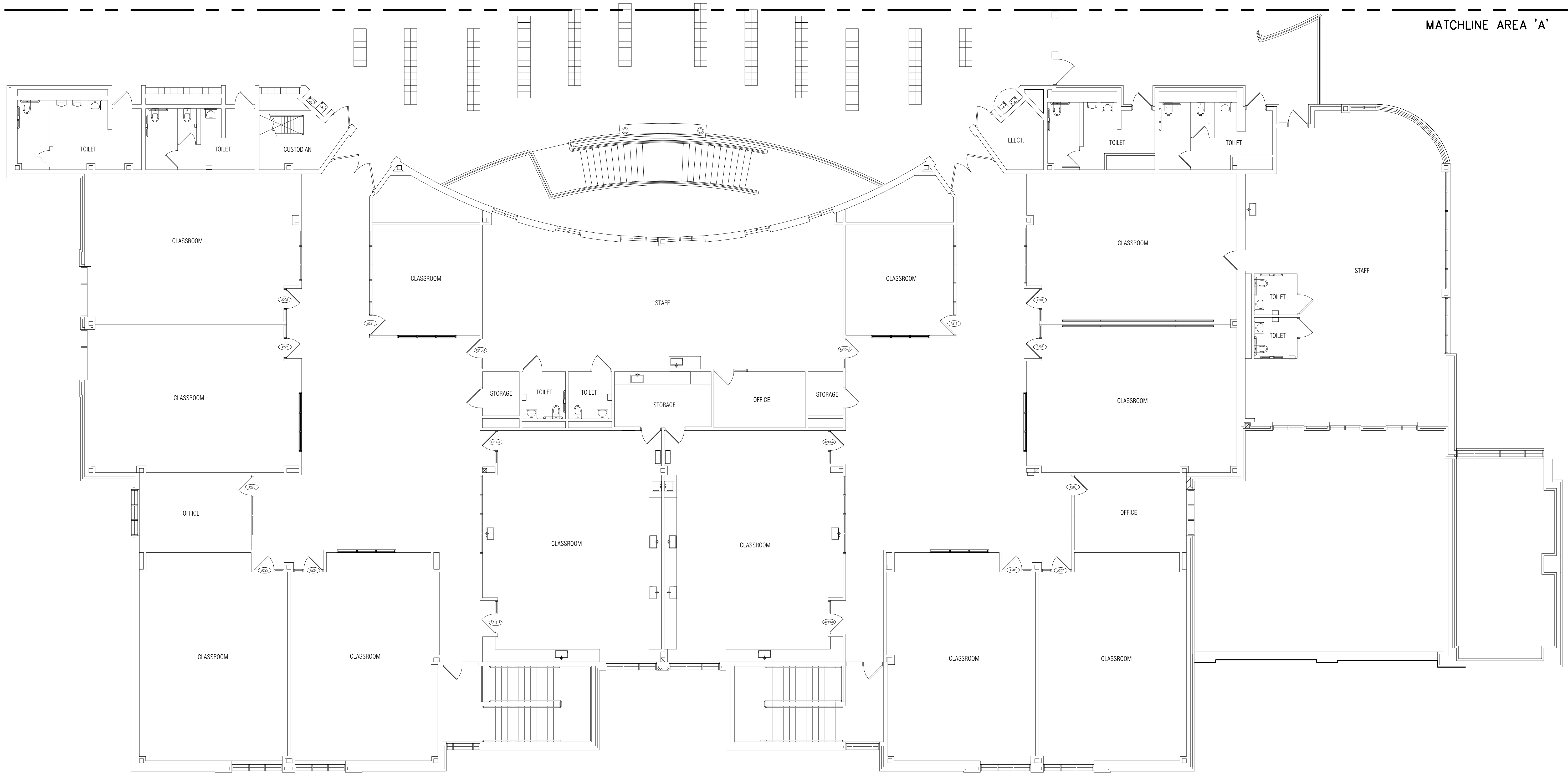
Second Level Floor Plan - Area A

SHEET NO.

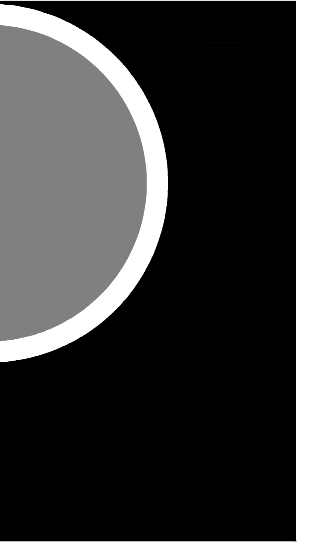
A3-05

MATCHLINE AREA 'B'

MATCHLINE AREA 'A'



1 Second Level Floor Plan - Area A  
1/8" = 1'-0"



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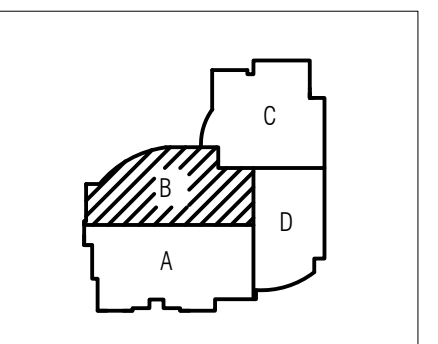
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KEY PLAN



OWNER

Hazel Park Schools

PROJECT NAME

District Wide Door Assessment - Hazel Park Junior High School

PROJECT NO.

23-119

ISSUES / REVISIONS

95% Owner Review 12-22-2023

DRAWN BY

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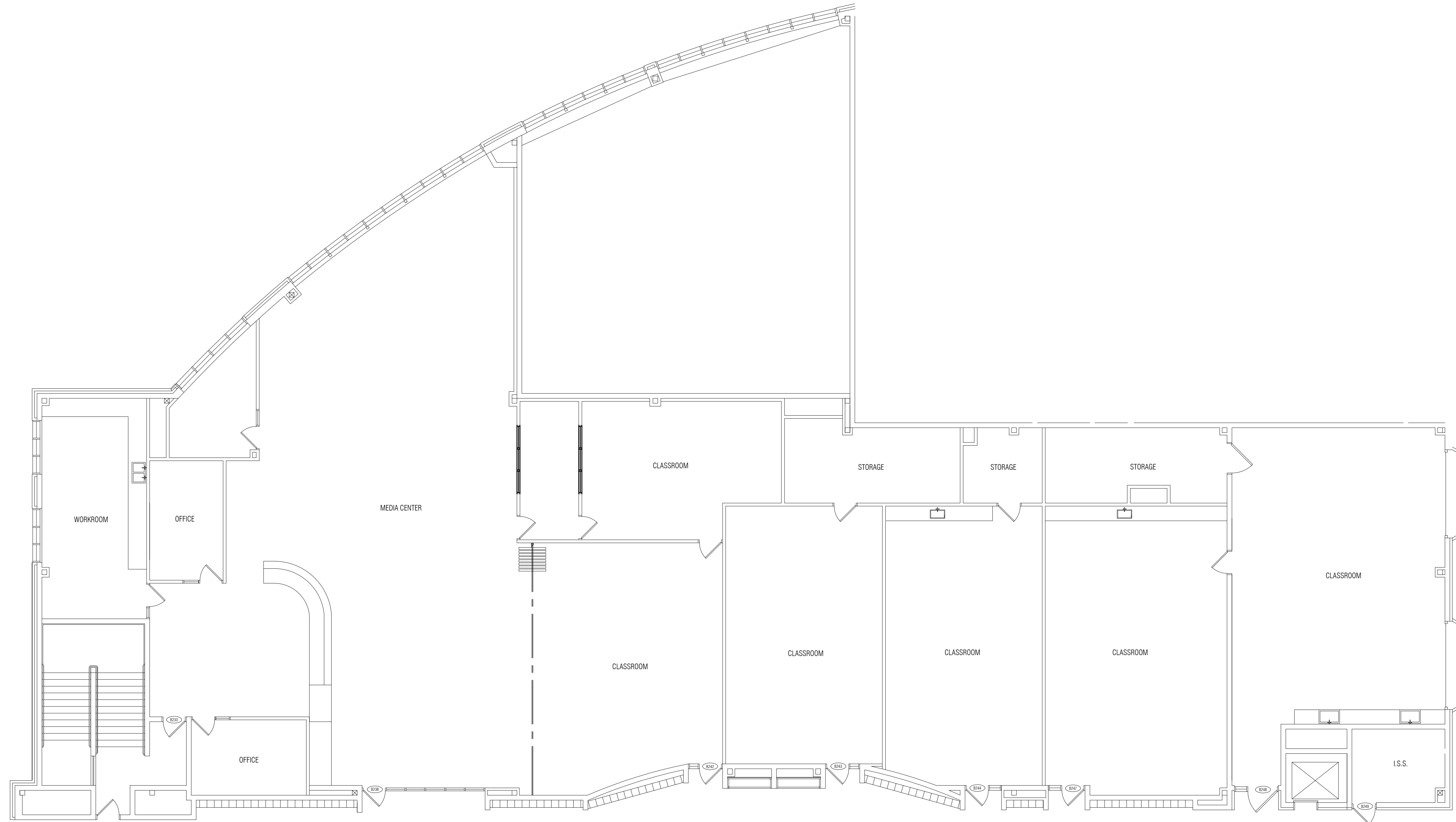
APPROVED BY

SHEET NAME

Second Level Floor Plan - Area B

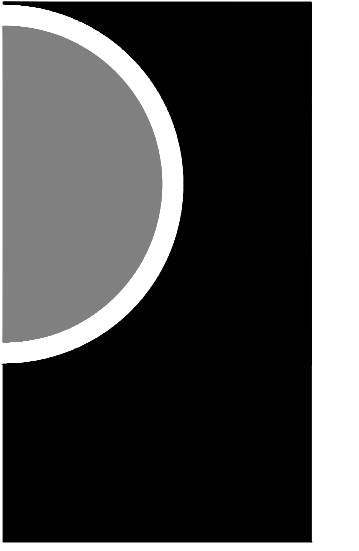
SHEET NO.

A3-06



1 Second Level Floor Plan - Area B  
1/8" = 1'-0"





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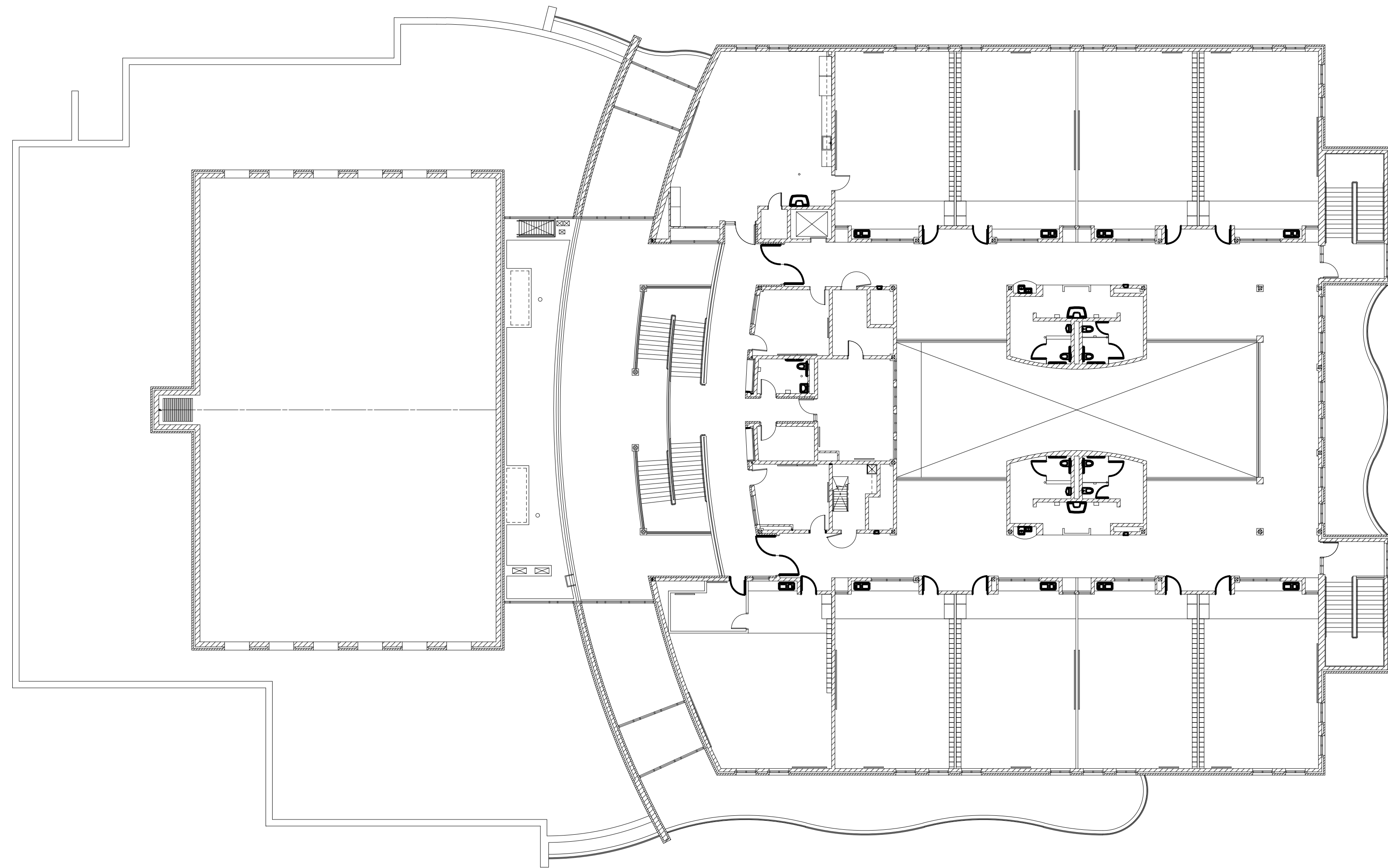
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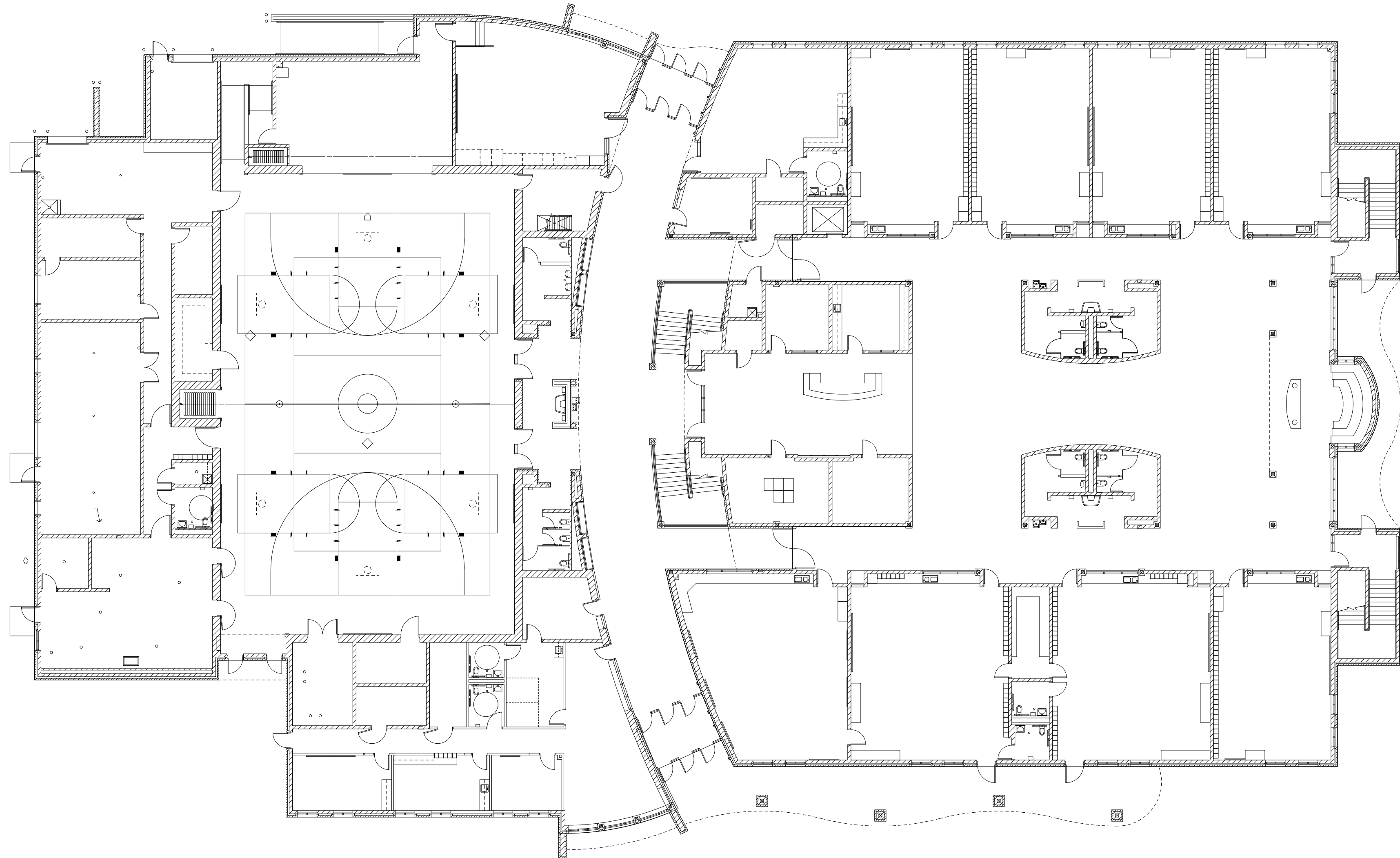
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2 United Oaks Upper Level Composite Floor Plan  
1/16" = 1'-0"



1 United Oaks Main Level Composite Floor Plan  
1/16" = 1'-0"

KEY PLAN

OWNER

Hazel Park Schools

PROJECT NAME

District Wide Door Assessment  
United Oaks

PROJECT NO.

23-119

ISSUES / REVISIONS


DRAWN BY

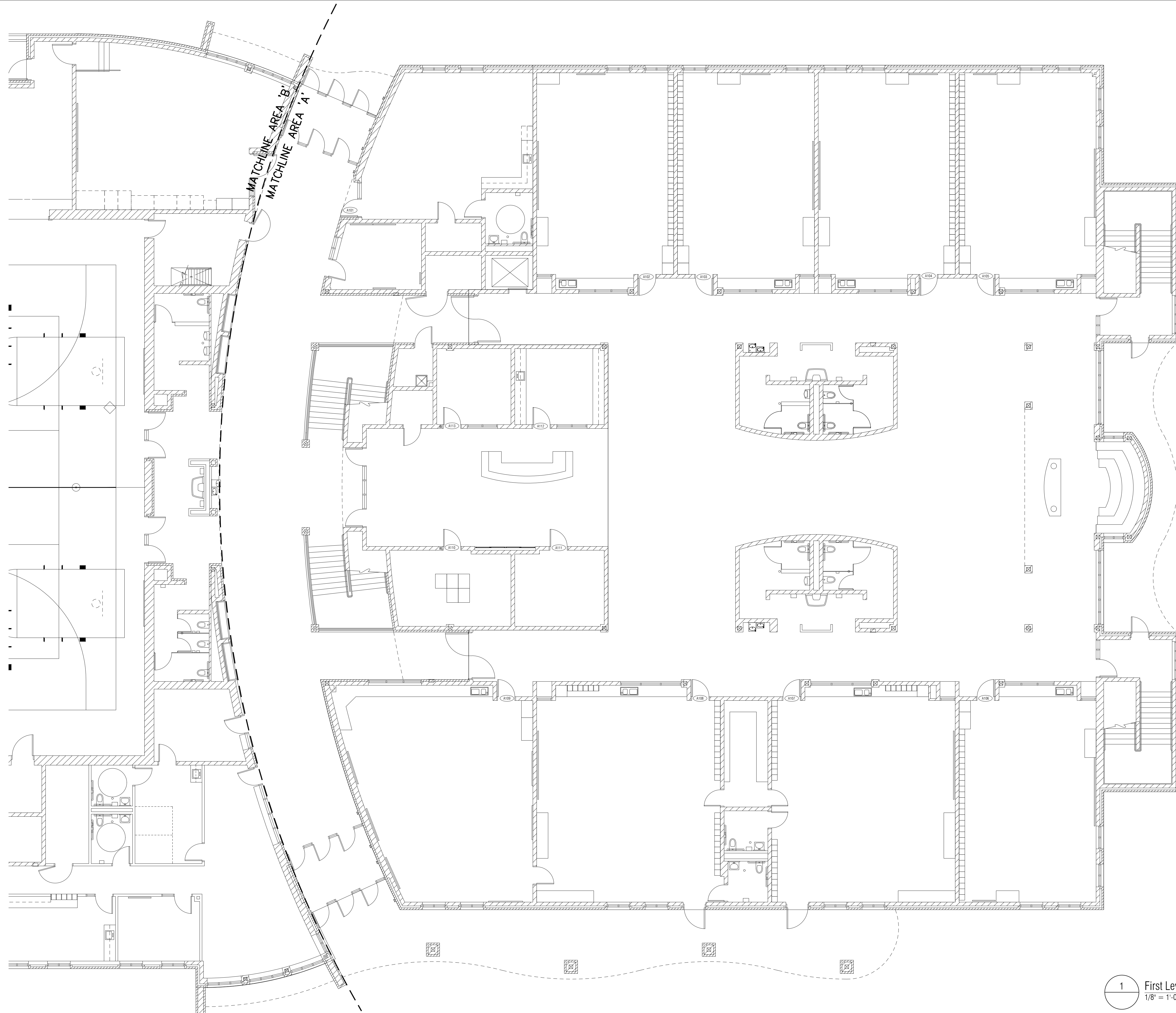
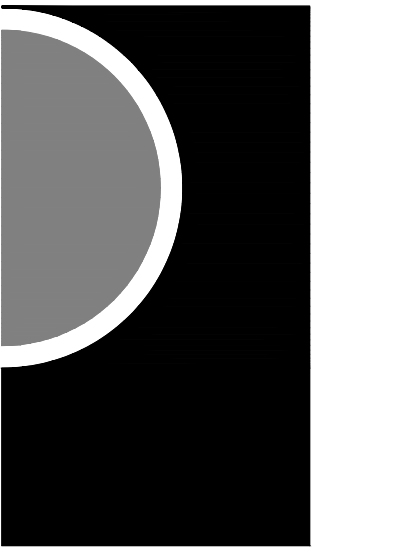
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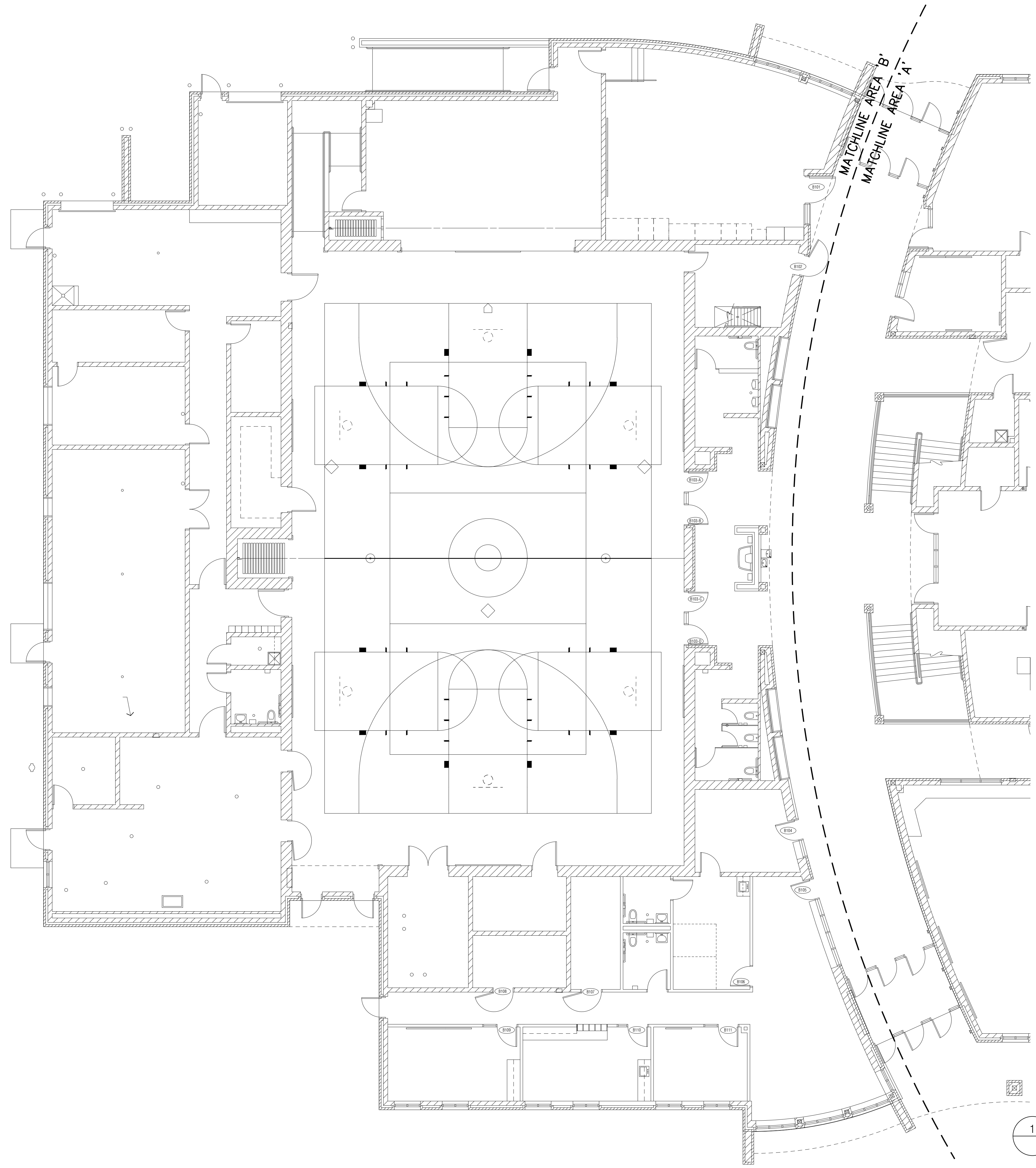
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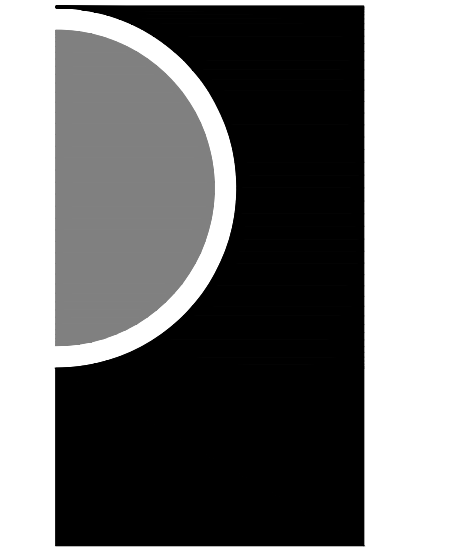
SHEET NO.



1 First Level Floor Plan - Area A  
1/8" = 1'-0"



1 First Level Floor Plan - Area B  
1/8" = 1'-0"



KEY PLAN

OWNER  
Hazel Park Schools

PROJECT NAME  
District Wide Door Assessment  
United Oaks

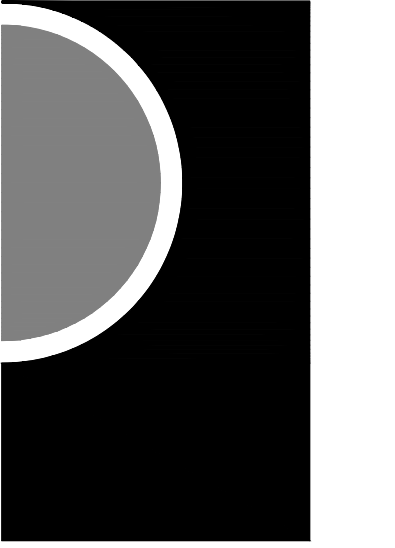
PROJECT NO.  
23-119

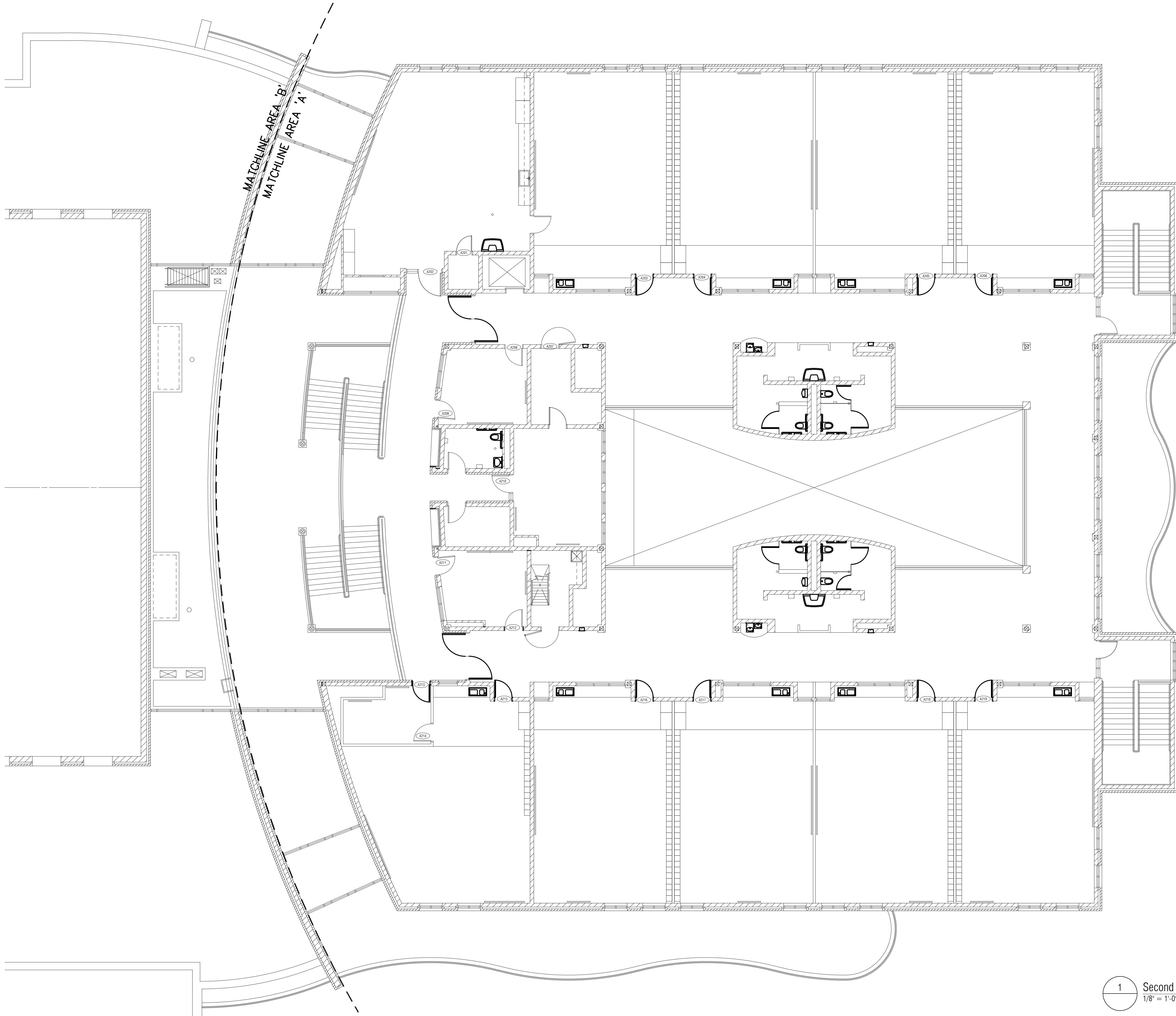
ISSUES / REVISIONS


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PJE  
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MDS  
APPROVED BY

SHEET NAME  
First Level Floor Plan - Area B

SHEET NO.  
A3-02



1 Second Level Floor Plan - Area A  
1/8" = 1'-0"



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Hazel Park Board of Education  
From: Amy Kruppe, Superintendent  
Subject: Erickson Building  
Date: April 15, 2024

The lease for The Erickson Building is approaching its renewal point on June 12, 2024. Originally, it was advised that the lease be subject to annual review by the Board. Unless the Board opts to utilize a 30-day termination clause, the lease will automatically renew. In discussions with the city, they have expressed no intention to exercise this termination clause and prefer to maintain the current lease terms, which entail a monthly rate of \$1 plus utilities and other direct expenses. Our billing to the City is conducted quarterly, and we have encountered no issues with the arrangement thus far.

We propose continuing the lease with the City, and the Board can formally approve this action or choose to take no action, leading to the lease's automatic renewal for the next year.

**Funding Sources:** General Fund Impact: Reimbursement of the cost to operate the building

**Supporting Research:** There is no supporting research for this lease renewal.

**Strategic Goal Alignment -**

Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Recommendation :** I respectfully request the approval of the renewal of the Erickson Building lease, as presented.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

Amy Y. Kruppe, Ed.D.  
Superintendent





---

Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

**SCHOOL DISTRICT OF THE CITY OF HAZEL PARK  
COUNTY OF OAKLAND  
STATE OF MICHIGAN  
RESOLUTION IN SUPPORT OF TEACHER APPRECIATION**

WHEREAS, teachers mold future citizens through guidance and education; and

WHEREAS, teachers encounter students of widely differing backgrounds; and

WHEREAS, our country's future depends upon providing quality education to all students; and

WHEREAS, teachers spend countless hours preparing lessons, evaluating progress, counseling and coaching students and performing community service; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community.

NOW, THEREFORE, BE IT RESOLVED that the School District of the City of Hazel Park proclaims May 6 - 10, 2024 to be TEACHER APPRECIATION WEEK; and

BE IT FURTHER RESOLVED that the School District of the City of Hazel Park strongly encourages all members of our community to join with it in personally expressing appreciation to our teachers for their dedication and devotion to their work.

AYES: Members:

NAYS: Members

Adopted this 15th day of April, 2024.



---

Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Amy Kruppe, Ed.D, Superintendent of Schools  
From: Thomas Oestrike, Director of Athletics  
Date: April 15, 2024  
Re: Varsity Boys District Football Overnight Trip

---

We are formally requesting approval for an educational and inspirational football trip to Shanksville, Pennsylvania, specifically visiting Ground Zero. This trip is designed to provide our football players and coaches with a profound understanding of heroism, sacrifice, and the power of unity in the face of adversity.

During the trip, our team intends to engage in discussions about what it truly means to be a hero, drawing inspiration from the courageous individuals who saved countless lives by taking back control of Flight 93 on September 11, 2001. We will reflect on the significance of the phrase "Let's roll," famously spoken, by a former Michigan resident, passenger Todd Beamer, which became a symbol of resilience and determination, not only for that moment but also as a rallying cry for our nation's response during the war on terror.

The theme "Let's Roll" will resonate throughout our football season, serving as a reminder that heroism is not just about individual performance on the field but also about the sacrifices made for others and the unity forged in the pursuit of a common goal.

The trip logistics are as follows:

- Travel by bus for two days in June
- Accommodation in a hotel
- Team bonding activities after the visit
- Return on the following day

Fortunately, we have out of school time grant funds to support this once-in-a-lifetime, memorable trip. The estimated cost for food, travel, and hotel accommodations is approximately \$6,000.

We believe that this experience will not only enrich the lives of our student-athletes but also instill in them important values of leadership, teamwork, and selflessness. It will provide a unique opportunity for personal growth and reflection, contributing to their development both on and off the field.

We kindly request your approval for this trip, recognizing its educational and character-building significance for our football program. Thank you for your time and consideration.

**Strategic Goal Alignment**

Curriculum & Instruction: Hazel Park Schools will develop innovative, independent and persistent learners who think critically, communicate effectively, and positively influence the local and global community.

Climate and Culture: The Hazel Park School District will provide a unified system of support for all students, embracing diversity, and fostering a positive school climate.

**Recommendation**

That the Board of Education approve the overnight trip for the Boys Varsity Football Team, as a cost not to exceed \$7000 as presented.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**



---

Amy Y. Kruppe, Ed.D.  
Superintendent

<b>Attendee/Title</b>	<b>Event</b>	<b>Dates of Event</b>	<b>Location</b>	<b>Cost</b>	<b>Mileage</b>	<b>Notes</b>
Monica Rattee	CBA 105: Curriculum & Instruction	Virtual	Online	\$99.00	No	email



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Amy Kruppe, Superintendent  
From: Stephanie Dulmage, Assistant Superintendent of Teaching and Learning  
Subject: Year 3 ARC Core Purchase  
Date: 4/15/2024

**Purpose**

The year two implementation of ARC Core included a full year of units for grades K-8 and the first 3 units for grades 9 and 10. To keep the positive trends in student growth moving forward and remain true to our commitment to providing high-quality curriculum resources, we are recommending the purchase of the Argument and Writing Research unit for grades 9. This proposal also includes the following:

- Yearly digital access fees and consumable print-based resources
- Professional development for teachers and building administrators
- Additional books and materials based on needs identified during the 2023-2024 school year

**2024-2025 ARC Core Implementation**

Grades K-2	Literacy Lab: Building a Community of Avid Readers and Writers	Informational Reading, Writing, and Research Science Topic	Literature Reading, Writing, and Analysis	Argument Writing and Research - Social Studies Topic
Grades 3-9	Literacy Lab: Building a Community of Avid Readers and Writers	Informational Reading, Writing, and Research - Science Topic	Literature Reading, Writing, and Analysis	Argument Writing and Research - Social Studies Topic
Grade 10	Literacy Lab: Building a Community of Avid Readers and Writers	Informational Reading, Writing, and Research - Science Topic	Literature Reading, Writing, and Analysis	<b>2025-2026 Implementation</b>

**Cost Breakdown**

Print-Based Resources, Materials, and Literacy Operating System	251,425.00
Hazel Park High School Professional Development and Coaching	18,000
Digital Literacy Platform, Leadership, and Staff Training	55,000
<b>Grand Total</b>	<b>\$324,425.00</b>





**Funding Source:** General Fund/Center Fund/Other Grants

**Strategic Goal Alignment**

- Curriculum & Instruction: Hazel Park Schools will develop innovative, independent, and persistent learners who think critically, communicate effectively, and positively influence the local and global community.
- Climate and Culture: The Hazel Park School District will provide a unified system of support for all students, embracing diversity, and fostering a positive school climate.
- Resources: The Hazel Park School District will maximize its resources to assure high-quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Recommendation**

That the Board of Education approves the purchase of the American Reading Company core reading resource for grades K-9, in an amount not to exceed \$324,425.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

\_\_\_\_\_  
Amy Y. Kruppe, Ed.D.  
Superintendent

## **Hazel Park School District**

### **SY24-25 ARC Core Reorder**

**04/08/2024**

Proposal Number: 242813

Submitted To: -

HAZEL PARK, MI 48030

<b>PRICING SUMMARY</b>	
Materials	\$251,425.00
Professional Development	\$18,000.00
Digital Literacy Platform	\$55,000.00
<b>Grand Total</b>	<b>\$324,425.00</b>

**Please note: Prices are valid 90 days from date of proposal**

#### **Prices and Fulfillment**

Prices are valid 90 days from date of proposal. Upon receipt of purchase order or other payment method, materials will be shipped on a timeline mutually agreed to by the parties. ARC's Professional Development services will be delivered at customer's request and subject to American Reading Company personnel availability. Please send purchase orders to [orders@americanreading.com](mailto:orders@americanreading.com).

#### **Warranty and Exchanges**

ARC guarantees quality products and will replace products due to order discrepancies and/or damaged products reported within 90 days of receipt of order. Customers will be provided either credit or replacement product. Marked, stickered, stamped, or otherwise altered materials are non-returnable. Beyond the ninety days allowed for replacement of items deemed defective, ARC disclaims all warranties, expressed or implied.

American Reading Company will pay for return shipping if it is a result of company error. Please contact American Reading Company to ensure your exchange is processed correctly and you receive credit or replacement. If you have questions regarding your order, please contact our Customer Care Department at [customercare@americanreading.com](mailto:customercare@americanreading.com) or (866) 810-2665.

#### **Professional Development**

American Reading Company limits all workshops to a maximum of 25 participants (20 teachers and 5 support staff). If more than 25 people attend the workshop, you agree to pay \$350 for each additional participant. Professional development training cannot be cancelled or changed within 15 days of the event date, or you will be billed for the event.

American Reading Company reserves the right to convert in person professional development, upon consultation with the customer, to a combination of virtual professional development, physical materials, and/or digital materials when necessary to ensure the health and safety of its employees and customers.

ARC reserves the right to charge a temporary inflation surcharge of up to \$300 per day for any remaining, as yet undelivered, in-person PD.

#### **Recording of Professional Development sessions**

American Reading Company retains proprietary rights to its professional development, both in person and virtual; therefore, recording of professional development is prohibited. ARC reserves the right to maintain distribution of its professional development services.

All [ARC Terms and Conditions](#) apply regardless of any additional terms that you may provide with your purchase.

Signature	Date
Title	Approved Amount: \$

<b>Unit 1 ARC Core Literacy Lab Modules</b>				
Heading	Product	Quantity	Price	Total
Unit 1 Grade 1: ARC Literacy Lab Modules	Unit 1 Grade 1: ARC Core Literacy Lab Read-Aloud Collections  Advantage Grades K-2	1	\$865.00	\$865.00
Unit 1 Grade 1: ARC Literacy Lab Modules	Unit 1 Grade 1: ARC Core Literacy Lab Read-Aloud Collections  Edison Grades K-2	1	\$865.00	\$865.00
Unit 1 Grade 5: ARC Literacy Lab Modules	ARC Literacy Lab Grade 5 Core Text - Fiction Only (5 Copies)  Advantage Grades 3-5- My Teacher Is An Alien (#1)	2	\$55.00	\$110.00
Unit 1 Grade 5: ARC Literacy Lab Modules	ARC Literacy Lab Grade 5 Core Text - Fiction Only (5 Copies)  Edison Grades 3-5- My Teacher Is An Alien #1	2	\$55.00	\$110.00
Unit 1 Grade 5: ARC Literacy Lab Modules	ARC Literacy Lab Grade 5 Core Text - Nonfiction Only (5 Copies)  Advantage Grades 3-5- Amazing Aliens: The Science of Astrobiology	2	\$55.00	\$110.00
Unit 1 Grade 5: ARC Literacy Lab Modules	ARC Literacy Lab Grade 5 Core Text - Nonfiction Only (5 Copies)  Edison Grades 3-5- Amazing Aliens: The Science of Astrobiology	2	\$55.00	\$110.00
Unit 1 Grade 7: ARC Literacy Lab Modules	ARC Literacy Lab Grade 7 Core Text - Fiction Only (5 Copies)  Advantage Junior High Gr6-8	3	\$65.00	\$195.00

Unit 1 Grade 7: ARC Literacy Lab Modules	ARC Literacy Lab Grade 7 Core Text - Fiction Only (5 Copies)  Self Contained	2	\$65.00	\$130.00
Unit 1 Grade 7: ARC Literacy Lab Modules	ARC Literacy Lab Grade 7 Core Text - Fiction Only (5 Copies)  Edison Junior HS 6-8	3	\$65.00	\$195.00
Unit 1 Grade 7: ARC Literacy Lab Modules	ARC Literacy Lab Grade 7 Core Text - Nonfiction Only (5 Copies)  Advantage Junior High Gr6-8	3	\$65.00	\$195.00
Unit 1 Grade 7: ARC Literacy Lab Modules	ARC Literacy Lab Grade 7 Core Text - Nonfiction Only (5 Copies)  Self Contained	2	\$65.00	\$130.00
Unit 1 Grade 7: ARC Literacy Lab Modules	ARC Literacy Lab Grade 7 Core Text - Nonfiction Only (5 Copies)  Edison Junior HS 6-8	3	\$65.00	\$195.00
Unit 1 Kindergarten: ARC Literacy Lab Modules	Kindergarten Unit 1: ARC Core Literacy Lab Big Books and Read-Alouds  HPHS SC Webb	2	\$1,140.00	\$2,280.00
			<b>Subtotal</b>	<b>\$5,490.00</b>

Unit 2 ARC Core Informational Research Lab Modules				
Heading	Product	Quantity	Price	Total
Unit 2 Kindergarten: Zoology	Kindergarten Unit 2: ARC Core Research Lab Zoology Big Books and Read-Alouds  HPHS SC Webb	2	\$550.00	\$1,100.00
			<b>Subtotal</b>	<b>\$1,100.00</b>

Unit 3 ARC Core Literature Genre Lab Modules				
Heading	Product	Quantity	Price	Total

Unit 3 Kindergarten: Ecology	Kindergarten Unit 3: ARC Core Research Lab Ecology Big Books and Read-Alouds	2	\$550.00	\$1,100.00
	HPHS SC Webb			
			<b>Subtotal</b>	<b>\$1,100.00</b>

<b>Unit 4 ARC Core Argument Research Lab Modules</b>				
<b>Heading</b>	<b>Product</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
Unit 4 Grade 9: Sports and Society	Unit 4 Grade 9: Research Lab Argument Sports and Society	2	\$2,100.00	\$4,200.00
	HPHS			
Unit 4 Kindergarten: Entomology	Kindergarten Unit 4: ARC Core Research Lab Entomology Big Books and Read-Alouds	2	\$550.00	\$1,100.00
	HPHS SC Webb			
			<b>Subtotal</b>	<b>\$5,300.00</b>

<b>Assessment and Instruction</b>				
<b>Heading</b>	<b>Product</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Foundational Skills Toolkit 1 Blue V5	2	\$525.00	\$1,050.00
	United- 1, Webb- 1			
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Foundational Skills Toolkit 1 Green V11	5	\$600.00	\$3,000.00
	Advantage- 1, Edison- 1, Hoover- 1, United- 1, Webb- 1			
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Foundational Skills Toolkit 1 Red V5	1	\$400.00	\$400.00
	United			
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Foundational Skills Toolkit 2 Blue V5	1	\$275.00	\$275.00
	United			

IRLA/ENIL Toolkits for Small Group Instruction	IRLA Foundational Skills Toolkit 2 Green V11 Advantage- 1, Edison- 1, United- 1, Webb- 1	4	\$600.00	\$2,400.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Foundational Skills Toolkit 2 Red V5 United	1	\$400.00	\$400.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Foundational Skills Toolkit Yellow V11 Advantage- 1, Edison- 1, Hoover- 2, United- 1, Webb- 1	6	\$350.00	\$2,100.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkit CCSS Orange V3 HP Junior High	4	\$700.00	\$2,800.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkit CCSS Purple V5 HP Junior High	4	\$625.00	\$2,500.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkit: White Framework (CCSS Version 3) United- 3, Webb- 3	6	\$160.00	\$960.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkits for Secondary Grades CCSS Black (Varsity) V2 HP Junior High	1	\$575.00	\$575.00
IRLA/ENIL Toolkits for Small Group Instruction	IRLA Toolkits for Secondary Grades CCSS White V2 HP Junior High	1	\$475.00	\$475.00
			<b>Subtotal</b>	<b>\$16,935.00</b>

Literacy Operating System				
Heading	Product	Quantity	Price	Total

Literacy Operating System	Literacy Operating System (Year 3): Variant 2 2024/2025 School Year (Kindergarten-Grade 5): 1 to 4 schools	3	\$30,500.00	\$91,500.00
	Hoover, United Oaks, Webb			
Literacy Operating System	Literacy Operating System (Year 3): Variant 3 2024/2025 School Year (Grade 6-8): 1 to 4 schools	1	\$30,500.00	\$30,500.00
	Hazel Park Jr HS			
			<b>Subtotal</b>	<b>\$122,000.00</b>

Professional Development and Leadership Learning				
Heading	Product	Quantity	Price	Total
Professional Development	Individual In-Person Professional Development: 10+ day pricing 2024/2025 School Year (per school/per district)	6	\$3,000.00	\$18,000.00
	Hazel Park HS- Pricing contingent upon LOS purchase			
			<b>Subtotal</b>	<b>\$18,000.00</b>

Digital Literacy Platform				
Heading	Product	Quantity	Price	Total
ARC Core Digital Access	Grade 1: SchoolPace Connect Digital Access SY24-25 (V11)	3	\$0.00	\$0.00
	Hoover, United Oaks, Webb			
ARC Core Digital Access	Grade 2: SchoolPace Connect Digital Access SY24-25 (V11)	3	\$0.00	\$0.00
	Hoover, United Oaks, Webb			
ARC Core Digital Access	Grade 3: SchoolPace Connect Digital Access SY24-25 (V11)	3	\$0.00	\$0.00
	Hoover, United Oaks, Webb			
ARC Core Digital Access	Grade 4: SchoolPace Connect Digital Access SY24-25 (V11)	3	\$0.00	\$0.00
	Hoover, United Oaks, Webb			

ARC Core Digital Access	Grade 5: SchoolPace Connect Digital Access SY24-25 (V11)  Hoover, United Oaks, Webb	3	\$0.00	\$0.00
ARC Core Digital Access	Grade 6: SchoolPace Connect Digital Access SY24-25 (V11)  Hazel Park Jr HS	1	\$0.00	\$0.00
ARC Core Digital Access	Grade 7: SchoolPace Connect Digital Access SY24-25 (V11)  Hazel Park Jr HS	1	\$0.00	\$0.00
ARC Core Digital Access	Grade 8: SchoolPace Connect Digital Access SY24-25 (V11)  Hazel Park Jr HS	1	\$0.00	\$0.00
ARC Core Digital Access	Kindergarten: SchoolPace Connect Digital Access SY24-25 (V11)  Hoover, United Oaks, Webb	3	\$0.00	\$0.00
ARC Core Digital Support: Unit 1 Literacy Lab	Unit 1 Grade 1 Digital Access+: ARC Core Literacy Lab (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 1 Literacy Lab	Unit 1 Grade 2 Digital Access+: ARC Core Literacy Lab (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 1 Literacy Lab	Unit 1 Grade 3 Digital Access+: ARC Core Literacy Lab (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 1 Literacy Lab	Unit 1 Grade 4 Digital Access+: ARC Core Literacy Lab (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00

ARC Core Digital Support: Unit 1 Literacy Lab	Unit 1 Grade 5 Digital Access+: ARC Core Literacy Lab (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 1 Literacy Lab	Unit 1 Grade 6 Digital Access+: ARC Core Literacy Lab (School Year 2024/2025)  Hazel Park Jr HS	1	\$500.00	\$500.00
ARC Core Digital Support: Unit 1 Literacy Lab	Unit 1 Grade 7 Digital Access+: ARC Core Literacy Lab (School Year 2024/2025)  Hazel Park Jr HS	1	\$500.00	\$500.00
ARC Core Digital Support: Unit 1 Literacy Lab	Unit 1 Grade 8 Digital Access+: ARC Core Literacy Lab (School Year 2024/2025)  Hazel Park Jr HS	1	\$500.00	\$500.00
ARC Core Digital Support: Unit 1 Literacy Lab	Unit 1 Kindergarten Digital Access+: ARC Core Literacy Lab (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 2 Informational Research Lab	Unit 2 Grade 1 Digital Access+: Research Lab Informational Wild and Endangered Animals (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 2 Informational Research Lab	Unit 2 Grade 2 Digital Access+: Research Lab Informational Bugs in Their Ecosystems (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 2 Informational Research Lab	Unit 2 Grade 3 Digital Access+: Research Lab Informational Weather and Climate (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 2 Informational Research Lab	Unit 2 Grade 4 Digital Access+: Research Lab Informational Animal Adaptations (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00

ARC Core Digital Support: Unit 2 Informational Research Lab	Unit 2 Grade 5 Digital Access+: Research Lab Informational Ecosystems (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 2 Informational Research Lab	Unit 2 Grade 6 Digital Access+: Research Lab Informational Space (School Year 2024/2025)  Hazel Park Jr HS	1	\$500.00	\$500.00
ARC Core Digital Support: Unit 2 Informational Research Lab	Unit 2 Grade 7 Digital Access+: Research Lab Informational Environmental Studies (School Year 2024/2025)  Hazel Park Jr HS	1	\$500.00	\$500.00
ARC Core Digital Support: Unit 2 Informational Research Lab	Unit 2 Grade 8 Digital Access+: Research Lab Informational Human Body (School Year 2024/2025)  Hazel Park Jr HS	1	\$500.00	\$500.00
ARC Core Digital Support: Unit 2 Kindergarten Lab	Unit 2 Kindergarten Digital Access+: Research Lab Zoology (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 3 Kindergarten Lab	Unit 3 Kindergarten Digital Access+: Research Lab Ecology (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 3 Literacy Genre Lab	Unit 3 Grade 1 Digital Access+: Literature Genre Lab Family Stories (+ Families) (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 3 Literacy Genre Lab	Unit 3 Grade 2 Digital Access+: Literature Genre Lab Animal Stories (+ Animals) (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 3 Literacy Genre Lab	Unit 3 Grade 3 Digital Access+: Literature Genre Lab Traditional Tales (+ World Cultures) (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00

ARC Core Digital Support: Unit 3 Literacy Genre Lab	Unit 3 Grade 4 Digital Access+: Literature Genre Lab American Historical Fiction (+ American History) (School Year 2024/2025)	3	\$500.00	\$1,500.00
	Hoover, United Oaks, Webb			
ARC Core Digital Support: Unit 3 Literacy Genre Lab	Unit 3 Grade 5 Digital Access+: Literature Genre Lab Adventure (+Survival) (School Year 2024/2025)	3	\$500.00	\$1,500.00
	Hoover, United Oaks, Webb			
ARC Core Digital Support: Unit 3 Literacy Genre Lab	Unit 3 Grade 6 Digital Access+: Literature Genre Lab Greek and Roman Myth (eLibrary of World Mythology + Ancient Civilizations) (School Year 2024/2025)	1	\$500.00	\$500.00
	Hazel Park Jr HS			
ARC Core Digital Support: Unit 3 Literacy Genre Lab	Unit 3 Grade 7 Digital Access+: Literature Genre Lab Science Fiction (+ Science Frontiers) (School Year 2024/2025)	1	\$500.00	\$500.00
	Hazel Park Jr HS			
ARC Core Digital Support: Unit 3 Literacy Genre Lab	Unit 3 Grade 8 Digital Access+: Literature Genre Lab Realistic Contemporary Fiction (+ Teen Issues) (School Year 2024/2025)	1	\$500.00	\$500.00
	Hazel Park Jr. HS			
ARC Core Digital Support: Unit 4 Argument Research Lab	Unit 4 Grade 1 Digital Access+: Research Lab Argument Plants (School Year 2024/2025)	3	\$500.00	\$1,500.00
	Hoover, United Oaks, Webb			
ARC Core Digital Support: Unit 4 Argument Research Lab	Unit 4 Grade 2 Digital Access+: Research Lab Argument Jobs in my Community (School Year 2024/2025)	3	\$500.00	\$1,500.00
	Hoover, United Oaks, Webb			
ARC Core Digital Support: Unit 4 Argument Research Lab	Unit 4 Grade 3 Digital Access+: Research Lab Argument Marine Life (School Year 2024/2025)	3	\$500.00	\$1,500.00
	Hoover, United Oaks, Webb			
ARC Core Digital Support: Unit 4 Argument Research Lab	Unit 4 Grade 4 Digital Access+: Research Lab Argument U.S. States (School Year 2024/2025)	3	\$500.00	\$1,500.00
	Hoover, United Oaks, Webb			

ARC Core Digital Support: Unit 4 Argument Research Lab	Unit 4 Grade 5 Digital Access+: Research Lab Argument Civil War Era (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
ARC Core Digital Support: Unit 4 Argument Research Lab	Unit 4 Grade 6 Digital Access+: Research Lab Argument Ancient Civilizations (School Year 2024/2025)  Hazel Park Jr HS	1	\$500.00	\$500.00
ARC Core Digital Support: Unit 4 Argument Research Lab	Unit 4 Grade 8 Digital Access+: Research Lab Argument Civil Rights Era (School Year 2024/2025)  Hazel Park Jr HS	1	\$500.00	\$500.00
ARC Core Digital Support: Unit 4 Kindergarten Lab	Unit 4 Kindergarten Digital Access+: Research Lab Entomology (School Year 2024/2025)  Hoover, United Oaks, Webb	3	\$500.00	\$1,500.00
SchoolPace/eIRLA or eENIL	SchoolPace (eIRLA/eENIL): 2024/2025 Per School 1-49 Students  Hazel Park High School, Edison, Advantage	3	\$1,500.00	\$4,500.00
SchoolPace/eIRLA or eENIL	SchoolPace Connect: Variant 4 Subscription (Kindergarten-Grade 8, School Year 2024/2025) (For existing SchoolPace proposals)  Hazel Park High School, Edison, Advantage	3	\$3,000.00	\$9,000.00
			<b>Subtotal</b>	<b>\$55,000.00</b>

ARC Core Consumables				
Heading	Product	Quantity	Price	Total
Exemplar and Assessment Packs	Exemplar Pack: Animal Adaptations - Grade 4 Version 6 (PK05)  Advantage-15 Edison-15 Hoover-30 - United -70 Webb-60	36	\$55.00	\$1,980.00
Exemplar and Assessment Packs	Exemplar Pack: Bugs in Their Ecosystems - Grade 2 Version 6 (PK05)  Advantage-15 Edison-15 Hoover-30 - United -70 Webb-50	36	\$55.00	\$1,980.00

Exemplar and Assessment Packs	Exemplar Pack: Ecosystems - Grade 5 Version 5 (PK05)  Advantage-15 Edison-15 Hoover-30 - United -70 Webb-60	36	\$55.00	\$1,980.00
Exemplar and Assessment Packs	Exemplar Pack: Human Body -Grades 6-8 V5 (PK05)  Advantage-15 Edison-15 Hazel Park Junior High-50	16	\$55.00	\$880.00
Exemplar and Assessment Packs	Exemplar Pack: Weather and Climate - Grade 3 Version 6 (PK05)  Advantage-15 Edison-15 Hoover-30 - United -70 Webb-60	36	\$55.00	\$1,980.00
Student-Consumable Materials	Unit 1 Grade 1: ARC Core Literacy Lab Writer's Notebook (PK05)  Hoover-60 United-70	26	\$30.00	\$780.00
Student-Consumable Materials	Unit 1 Grade 1: Word Study Notebook (PK05)  Advantage -5 Edison-5 Hoover- 50 United-70-Webb-60	38	\$55.00	\$2,090.00
Student-Consumable Materials	Unit 1 Grade 2: ARC Core Literacy Lab Writer's Notebook (PK05)  Hoover-60 United -80	22	\$30.00	\$660.00
Student-Consumable Materials	Unit 1 Grade 3: ARC Core Literacy Lab Writer's Notebook (PK05)  Hoover-35 United -70	19	\$30.00	\$570.00
Student-Consumable Materials	Unit 1 Grade 4: ARC Core Literacy Lab Writer's Notebook (PK05)  Hoover-60 United -80	25	\$30.00	\$750.00
Student-Consumable Materials	Unit 1 Grade 5: ARC Core Literacy Lab Writer's Notebook (PK05)  Advantage-10 Edison-10 Hoover-60 United -30 Webb-60	34	\$30.00	\$1,020.00

Student-Consumable Materials	Unit 1 Grade K: Letter Study Notebook (PK05)  Advantage-5 Edison-5 Hoover-50 Webb-60	24	\$55.00	\$1,320.00
Student-Consumable Materials	Unit 2 Grade 1: Research Lab Informational - Wild and Endangered Animals Lab Notebook (PK05)  Hoover-60 United Oaks-70	25	\$30.00	\$750.00
Student-Consumable Materials	Unit 2 Grade 1: Word Study Notebook (PK05)  Advantage -5 Edison-5 Hoover- 50 United-70-Webb-55	37	\$55.00	\$2,035.00
Student-Consumable Materials	Unit 2 Grade 2: Research Lab Informational - Bugs in Their Ecosystems Lab Notebook (PK05)  Hoover-60 United Oaks-80	14	\$30.00	\$420.00
Student-Consumable Materials	Unit 2 Grade 5: Research Lab Informational - Ecosystems Lab Notebook (PK05)  Hoover-60 United Oaks-70 Webb-60	38	\$30.00	\$1,140.00
Student-Consumable Materials	Unit 2 Kindergarten: Word Study Notebook (PK05)  Advantage -5 Edison-5 Webb 35	9	\$55.00	\$495.00
Student-Consumable Materials	Unit 3 Grade 1: Literature Genre Lab - Family Stories Lab Notebook (PK05)  Hoover-60 United Oaks-60	23	\$30.00	\$690.00
Student-Consumable Materials	Unit 3 Grade 1: Word Study Notebook (PK05)  Advantage -5 Edison-5 Hoover-30 United-40 Webb-50	26	\$55.00	\$1,430.00
Student-Consumable Materials	Unit 3 Grade 2: Literature Genre Lab - Animal Stories Lab Notebook (PK05)  Hoover-60 United Oaks-80	8	\$30.00	\$240.00

Student-Consumable Materials	Unit 3 Grade 3: Literature Genre Lab - Traditional Tales Lab Notebook (PK05)  Hoover-60 United Oaks-50	3	\$30.00	\$90.00
Student-Consumable Materials	Unit 3 Grade 4: Literature Genre Lab - American Historical Fiction Lab Notebook (PK05)  Hoover-50 United Oaks-20	3	\$30.00	\$90.00
Student-Consumable Materials	Unit 3 Grade 5: Literature Genre Lab - Adventure Lab Notebook (PK05)  Hoover-60 United Oaks-40 Webb-60	32	\$30.00	\$960.00
Student-Consumable Materials	Unit 3 Kindergarten: Word Study Notebook (PK05)  Advantage -5 Edison-5 Hoover-30 Webb-15	11	\$55.00	\$605.00
Student-Consumable Materials	Unit 4 Grade 1: Research Lab Argument - Plants Lab Notebook (PK05)  Hoover-60 United Oaks- 40	14	\$30.00	\$420.00
Student-Consumable Materials	Unit 4 Grade 1: Word Study Notebook (PK05)  Advantage -5 Edison-5 Hoover-60 United-65 Webb-50	37	\$55.00	\$2,035.00
Student-Consumable Materials	Unit 4 Grade 2: Research Lab Argument - Jobs in My Community Lab Notebook (PK05)  Hoover-60 United Oaks-80	15	\$30.00	\$450.00
Student-Consumable Materials	Unit 4 Grade 3: Research Lab Argument - Marine Life Lab Notebook (PK05)  Hoover-30 United Oaks-70	20	\$30.00	\$600.00
Student-Consumable Materials	Unit 4 Grade 4: Research Lab Argument - U.S. States Lab Notebook (PK05)  Hoover-50 United Oaks-75	15	\$30.00	\$450.00

Student-Consumable Materials	Unit 4 Grade 5: Research Lab Argument - Civil War Era Lab Notebook (PK05)  Hoover-60 United Oaks-70 Webb-60	38	\$30.00	\$1,140.00
Student-Consumable Materials	Unit 4 Kindergarten: Word Study Notebook (PK05)  Advantage -5 Edison-5 Hoover-50 United-40 Webb-30	26	\$55.00	\$1,430.00
			<b>Subtotal</b>	<b>\$31,460.00</b>

Classroom Libraries				
Heading	Product	Quantity	Price	Total
Leveled Classroom Libraries	Elementary Individual Basket Br English  HP Junior High	6	\$255.00	\$1,530.00
Thematic Text Sets	Ecology 1B  United Oaks-K	3	\$275.00	\$825.00
Thematic Text Sets	Genre Studies Animal Stories 1G (Fiction)  Webb Grade 2	2	\$220.00	\$440.00
Thematic Text Sets	Genre Studies Animal Stories 1G (Fiction)  United Oaks Grade 2	3	\$220.00	\$660.00
Thematic Text Sets	Genre Studies Animal Stories 2G (Fiction)  Webb Grade 2	2	\$220.00	\$440.00
Thematic Text Sets	Genre Studies Animal Stories 2G (Fiction)  United Oaks Grade 2	3	\$220.00	\$660.00

Thematic Text Sets	Genre Studies Family Stories 1R (Fiction) Webb- Grade 1	2	\$220.00	\$440.00
Thematic Text Sets	Genre Studies Family Stories 1R (Fiction) United Oaks-Grade 1	3	\$220.00	\$660.00
Thematic Text Sets	SS Animal Adaptations 1B Webb Grade 4	3	\$220.00	\$660.00
Thematic Text Sets	SS Animal Adaptations 1G-2G United Oaks Grade 4	3	\$220.00	\$660.00
Thematic Text Sets	SS Bugs in Their Ecosystems 2G United Oaks Grade 2	3	\$220.00	\$660.00
Thematic Text Sets	SS Bugs in Their Ecosystems Y-1G United Oaks-Grade 2	3	\$220.00	\$660.00
Thematic Text Sets	SS Bugs in Their Ecosystems Y-1G Webb Grade 2	2	\$220.00	\$440.00
Thematic Text Sets	SS Ecosystems 2B United Oaks Grade 5	3	\$220.00	\$660.00
Thematic Text Sets	SS Ecosystems 2B Webb Grade 5	2	\$220.00	\$440.00

Thematic Text Sets	SS Ecosystems 2G/1B United Oaks Grade 5	3	\$220.00	\$660.00
Thematic Text Sets	SS Marine Life 2G-1B United Oaks Grade 3	3	\$220.00	\$660.00
Thematic Text Sets	SS Weather & Climate Bk Webb Grade 3	3	\$220.00	\$660.00
Thematic Text Sets	SS Wild and Endangered Animals 1R United Oaks-Grade1	3	\$220.00	\$660.00
Thematic Text Sets	Zoology 2G United Oaks-K	3	\$275.00	\$825.00
			<b>Subtotal</b>	<b>\$13,300.00</b>

<b>Custom Products</b>				
<b>Heading</b>	<b>Product</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
Custom Products	Custom - Research Lab Module English (Temporary Part Number)  Edison Grades 3-5- Custom Unit 3 Grade 5 Adventure Module C10 (15-student pricing)	1	\$1,210.00	\$1,210.00
Custom Products	Custom - Research Lab Module English (Temporary Part Number)  Edison Grades 3-5- Custom Unit 2 Ecosystems Module C10 (15-student pricing)	1	\$1,210.00	\$1,210.00
Custom Products	Custom - Research Lab Module English (Temporary Part Number)  Edison Grades 3-5- Custom Unit 4 Grade 5 Civil War Era Module C10 (15-student pricing)	1	\$1,210.00	\$1,210.00

Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,210.00	\$1,210.00
	Edison Grades 3-5- Custom Unit 4 Grade 3 Marine Life module C10 *Part of Sequence A that they never received. (15-student pricing)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,210.00	\$1,210.00
	Advantage Grades 3-5- Custom Unit 4 Grade 3 Marine Life module C10 *Part of Sequence A that they never received. (15-student pricing)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Self Contained 6-8- Custom Unit 2 Grade 6 Space Module			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,210.00	\$1,210.00
	Advantage Grades K-2- Custom Unit 4 Grade 2 Jobs in My Community module C10 (15-student pricing)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,210.00	\$1,210.00
	Advantage Grades K-2- Custom Unit 2 Grade 2 Bugs In Their Ecosystems module C10 (15-student pricing)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$110.00	\$110.00
	Edison Junior HS 6-8- A la carte Space 1R-2R 10-book basket (101SSSP1R2R-10-a)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$110.00	\$110.00
	Advantage Grades 3-5- A la carte Ecosystems 2B 10-book baskets (101SSECO2B-10-A)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$110.00	\$110.00
	Advantage Grades K-2- A la carte Animal Stories 1G 10-book baskets (101GSANF1G-10-A)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$110.00	\$110.00
	Advantage Grades K-2- A la carte Animal Stories 2G 10-book baskets (101GSANF2G-10-A)			

Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$110.00	\$110.00
	Edison Grades 3-5- A la carte Ecosystems 2B 10-book baskets (101SSECO2B-10-A)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Self Contained 6-8- Custom Unit 3 Grade 6 Greek and Roman Myth module			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Self Contained 6-8- Custom Unit 4 Grade 6 Westward Expansion module			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Self Contained 6-8- Custom Unit 4 Grade 7 Ancient Civilizations module *part of Sequence A that they never received			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$110.00	\$110.00
	Self Contained Grades 6-8- A la carte Space 1R-2R 10-book basket (101SSSP1R2R-10-A)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$110.00	\$110.00
	Advantage Junior High Grades 6-8- A la carte Space 1R-2R 10-book basket (101SSSP1R2R-10-A)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,210.00	\$1,210.00
	Advantage Grades 3-5- Custom Unit 4 Grade 5 Civil War Era module C10 (15-student pricing)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$110.00	\$110.00
	Advantage Grades K-2- A la carte Bugs Y-1G 10-book basket (101SSBGY1G-10-A)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,930.00	\$1,930.00
	Edison Grades K-2- Custom Unit 4 Grade K Entomology module (15 copies of notebooks and 10 copies of cores)			

Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,930.00	\$1,930.00
	Edison Grades K-2- Custom Unit 2 Grade K Zoology module (15 copies of notebooks and 10 copies of cores)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Edison Junior HS 6-8- Custom Unit 2 Grade 6 Space Module			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Edison Junior HS 6-8- Custom Unit 3 Grade 6 Greek and Roman Myth module			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Edison Junior HS 6-8- Custom Unit 4 Grade 6 Westward Expansion module			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Edison Junior HS 6-8- Custom Unit 4 Grade 7 Ancient Civilizations module *part of Sequence A that they never received			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,930.00	\$1,930.00
	Edison Grades K-2- Custom Unit 3 Grade K Ecology module (15 copies of notebooks and 10 copies of cores)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Advantage Junior High Grades 6-8- Custom Unit 2 Grade 6 Space module			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Advantage Junior High Grades 6-8- Custom Unit 3 Grade 6 Greek and Roman Myth module			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Advantage Junior High Grades 6-8- Custom Unit 4 Grade 6 Westward Expansion module			

Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$2,100.00	\$2,100.00
	Advantage Junior High Grades 6-8- Custom Unit 4 Grade 7 Ancient Civilizations module *part of Sequence A that they never received.			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,210.00	\$1,210.00
	Advantage Grades 3-5- Custom Unit 3 Grade 5 Adventure module C10 (15-student pricing)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$110.00	\$110.00
	Edison Grades 3-5- A la carte Ecosystems 2G-1B 10-book baskets (101SSECO2G1B-10-A)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$110.00	\$110.00
	Advantage Grades 3-5- A la carte Ecosystems 2G- 1B (101SSECO2G1B-10-A)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,210.00	\$1,210.00
	Advantage Grades 3-5- Custom Unit 2 Ecosystems module C10 (15-student pricing)			
Custom Products	Custom - Research Lab Module English (Temporary Part Number)	1	\$1,210.00	\$1,210.00
	Advantage Grades K-2- Custom Unit 3 Grade 2 Animal Stories module C10 (15-student pricing)			
			<b>Subtotal</b>	<b>\$45,400.00</b>

Instructional Frameworks				
Heading	Product	Quantity	Price	Total
Instructional Frameworks	ARC Accelerator: Elementary Framework (Grades K-5, Version 1)	8	\$110.00	\$880.00
	Advantage-1 Edison-1 Hoover-2 United-2 Webb- 2			
Instructional Frameworks	ARC Accelerator: Secondary Framework (Grades 6-12, Version 1)	10	\$110.00	\$1,100.00
	Advantage-1 Edison-1 HPJunior High-6 HPHS- 2			

Instructional Frameworks	Foundational Skills Toolkit (IRLA Toolkit): 1 Blue Framework (Version 5)  Hoover- 2, United- 3, Webb- 2	7	\$160.00	\$1,120.00
Instructional Frameworks	Foundational Skills Toolkit (IRLA Toolkit): 1 Green Framework (Version 11)  Hoover- 2, United- 3, Webb- 2	7	\$160.00	\$1,120.00
Instructional Frameworks	Foundational Skills Toolkit (IRLA Toolkit): 1 Red Framework (Version 5)  United- 3, Webb- 1	4	\$160.00	\$640.00
Instructional Frameworks	Foundational Skills Toolkit (IRLA Toolkit): 2 Blue Framework (Version 5)  Hoover- 2, United- 3, Webb- 1	6	\$160.00	\$960.00
Instructional Frameworks	Foundational Skills Toolkit (IRLA Toolkit): 2 Green Framework (Version 11)  Hoover- 2, United- 3, Webb- 2	7	\$160.00	\$1,120.00
Instructional Frameworks	Foundational Skills Toolkit (IRLA Toolkit): 2 Red Framework (Version 5)  United- 3, Webb- 2	5	\$160.00	\$800.00
Instructional Frameworks	Foundational Skills Toolkit (IRLA Toolkit): Yellow Framework (Version 11)  Hoover- 2, United- 3, Webb- 2	7	\$160.00	\$1,120.00
Instructional Frameworks	Unit 1 High School: ARC Literacy Lab Framework (Version 11)  HPS	1	\$160.00	\$160.00
Instructional Frameworks	Unit 2 High School: Research Lab Informational Framework - Energy (Version 11)  HPS	1	\$160.00	\$160.00

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Instructional Frameworks	Unit 3 High School: Literature Genre Lab Framework - Romance (Version 11)	1	\$160.00	\$160.00
	HPS			

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**Subtotal** **\$9,340.00**

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**TOTAL: \$324,425.00**

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James Paterson <james.paterson@myhpsd.org>

**Fwd: FOIA Request**

1 message

**Amy Kruppe** <amy.kruppe@myhpsd.org> Tue, Mar 19, 2024 at 7:20 AM  
To: Jason Ziris <jason.ziris@myhpsd.org>, James Paterson <james.paterson@myhpsd.org>, Lisa Tinder <tinderlisa@gmail.com>, Jamie Buczko <jamie.buczko@myhpsd.org>

Good Morning Ms. Tinder,

We have received your request and will get back you accordingly,

Respectfully,

Dr. Kruppe

----- Forwarded message -----

From: **Lisa Tinder** <tinderlisa@gmail.com>  
Date: Tue, Mar 19, 2024 at 7:10AM  
Subject: FOIA Request  
To: amy.kruppe@myhpsd.org <amy.kruppe@myhpsd.org>

Good Morning Ms. Kruppe,

As you are the FOIA Coordinator for Hazel Park School District I am sending the following info request to you as I cannot find it on the districts website anywhere. Please let me know if there is a specific link available to get this info in lieu of having to send electronically or by paper back to me. District website states there is no specific form that has to be filled out so am sending this FOIA request via email.

- Name of each school in the District
- Is the school in person or virtual learning
- # of Students in each school
- # of non resident students for each school
- # of School District Buildings not used for academic learning (no students) and what used for
- Name of open School Bonds and or Mills and expiration date
- High level description of what the bond / Mills are for
- # of Mills for each bond

Please let me know the fee and where I submit the fee to. Please feel free to send to my email. The attached excel form can be used for the school info if you wish if you do not already have a summary of this info. Seems like this info would already be laid out in a file somewhere.

Thank you,

**Lisa Tinder**  
450 W Milton Ave  
Hazel Park, MI 48030  
tinderlisa@gmail.com





James Paterson <james.paterson@myhpsd.org>

---

## FOIA Request

1 message

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James Paterson <james.paterson@myhpsd.org>  
To: "TinderLisa@gmail.com" <TinderLisa@gmail.com>  
Cc: Amy Kruppe <amy.kruppe@myhpsd.org>  
Bcc: Jamie Buczko <jamie.buczko@myhpsd.org>

Fri, Mar 22, 2024 at 2:29 PM

Good afternoon Ms. Tinder,

Re: FOIA request dated March 19, 2024

To the extent that the information you are seeking is available, it can be found in two places on the Hazel Park School Districts website.

Specifically, the name of each school in the District, whether the school is virtual or in person, and the number of students in each school can be found in the MI School Data portion of the website.

At this time Longfellow School is not used for academic learning and is currently used for preparing meals for the students at the Invest Roosevelt School.

The name of open School Bonds and or Mills and expiration date and the number of Mills for each bond can be found on the Districts home website in the FAQs section of the Bond page. Specifically it can be found in the HPPS Bond Prequalification Application.

The aforementioned questions included in your FOIA request shall be deemed granted as they are publicly available on the Hazel Park School District website.

A report on the "# of non resident students for each school" does not exist. Pursuant to MCL 15.233(4), FOIA does not require a public body to make a compilation, summary, or report of information, nor does it require a public body to create a new public record and therefore this part shall be considered as denied.

The request is Granted in part and Denied in part.

Pursuant to MCL 15.240(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option: (a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial. (b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

Please contact me at james.paterson@myhpsd.org or (248) 658-5225 if you would like to discuss the FOIA request further.

Respectfully,

--

**James Paterson**  
**General Counsel - Hazel Park Schools**  
**Office (248) 658-5225**  
**www.hazelparkschools.org**  
**Today's Learners, Tomorrow's Leaders**

cc: Dr. Amy Kruppe, Superintendent  
Hazel Park School District School Board



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Hazel Park Board of Education  
From: Amy Kruppe, Superintendent  
Subject: Metal Detectors (CEIA)  
Date: 4/15/24

We respectfully request the approval for the acquisition of two metal detectors to continue to enhance safety measures at Hazel Park High School. These detectors will be similar to those utilized at professional sporting events and will be employed periodically at unannounced times within the school premises. Additionally, they will be utilized during sporting events with larger crowds to ensure a safe and secure environment for all attendees.

The implementation of metal detectors aligns with our ongoing commitment to prioritize the safety and well-being of our students, staff, and visitors. By proactively incorporating this technology, we aim to deter potential threats and swiftly identify any unauthorized items that may pose a risk to our school community.

The proposed budget for acquiring and implementing these metal detectors is estimated at \$43,000, which includes the cost of the equipment itself as well as necessary training for staff members involved in their operation. We believe that this investment is crucial in fortifying our preventative security protocols and maintaining a conducive learning environment.

We are prepared to support and manage these programs effectively and are eager to engage in further discussions as we continue to assess and refine our safety strategies. Your approval of this request would greatly contribute to ensuring a safer and continued secure environment for everyone associated with Hazel Park High School.

- Training \$2500
- Detectors : 2@ \$18,741 each
- Stabilizer Plates: 2@ \$546 each
- Encapsulated NILECJ2B Test Piece: 2@\$ 254
- Shipping \$2000

The purchase is through BuyBoard Purchasing Consortium and does not require three bids for being over the State Bid threshold.

**Strategic Goal Alignment**

Climate and Culture: The Hazel Park School District will provide a unified system of support for all students, embracing diversity, and fostering a positive school climate.





**Funding Source: Safety security grant**

**Recommendation**

The Board of Education approve the purchase of two metal detectors at a cost not to exceed \$43,000, as presented.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

\_\_\_\_\_  
Amy Y. Kruppe, Ed.D.  
Superintendent



**QUOTE #:** 057837  
**DATE:** 4/8/2024

6336 HUDSON CROSSING PKWY  
 HUDSON, OH 44236  
 P: (330)-405-3190  
 F: (330)-405-3196

**BILL TO:**

HAZEL PARK SCHOOLS  
 ACCOUNTS PAYABLE DEPT  
 1620 EAST ELZA AVE  
 HAZEL PARK, MI 48030  
 P: +1 248-658-5221

**SHIP TO:**

HAZEL PARK SCHOOLS  
 ACCOUNTS PAYABLE DEPT  
 1620 EAST ELZA AVE  
 HAZEL PARK, MI 48030  
 P: +1 248-658-5221

Customer ID	PO Number	Ship Via	Sales Rep	Payment Terms	Req. Ship
HAZPAR		COMMON CARRIER	TMCDERMOTT	NET 30	4/8/24

QTY.	U/M	Item #	Description	Unit Price	Ext. Price
2	EACH	108960-LTE	OPENGATE with LTE Board	\$18,741.00	\$37,482.00

Item Note:

8	EACH	48-11-1812	18V Battery	\$0.00	\$0.00
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Item Note:

2	EACH	48-59-1802	Milwaukee Charger - Dual	\$0.00	\$0.00
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Item Note:

2	EACH	109444BU4	Larger stabilizing plates for OPENGATE R5	\$546.00	\$1,092.00
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Item Note:

2	EACH	95287	Encapsulated NILECJ2B Test Piece - No Logo	\$254.00	\$508.00
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Item Note:

1	EACH	TRAINING	Training Services Provided by CEIA USA	\$2,500.00	\$2,500.00
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Item Note:

<b>Subtotal</b>	\$41,582.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$600.00
<b>Total</b>	\$42,182.00

**ALL AMOUNTS ARE IN U.S. DOLLARS**

1174

**TEL: 330-405-3190 / FAX: 330-405-3196**

"We add a 3% surcharge on all credit card payments. This surcharge is not greater than our total cost of accepting credit cards. There is no surcharge for debit card payments"

CEIA USA, LTD. - TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT**: The terms and conditions hereof, together with the provisions on the face hereof with respect to description, quantity and price of goods ordered and delivery terms, shall constitute the entire agreement between the purchaser thereof ("Purchaser") and CEIA USA, LTD. ("Seller"), and any representations, and course of prior dealings, promise or condition in connection herewith or usage of the trade not expressly incorporated herein, shall not be binding on Seller. No waiver, alteration or modification of any of the provisions hereof shall be binding, unless in writing and signed by a specifically authorized representative of Seller. ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS SALE BY A PURCHASE ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE CONDITIONS CONTAINED HEREIN SHALL NOT BE BINDING UPON SELLER AND SELLER HEREBY EXPRESSLY OBJECTS TO AND REJECTS THE SAME. UNLESS OTHERWISE AGREED BY THE PARTIES IN WRITING, SELLER'S ACCEPTANCE OF PURCHASER'S ORDER REQUEST IS EXPRESSLY MADE CONDITIONAL ON PURCHASER'S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

2. **PRICE**: All quoted prices are good for ninety (90) days from the date shown on the face of the quote. Prices quoted are based upon production quantity; if order quantity, release quantity or release schedules change, the price for goods is subject to adjustment by Seller. All costs specified herein as borne by Purchaser shall be in addition to the quoted price. All bills shall be dated the date of shipment. Upon approved credit, payment shall be due on all sales of goods net thirty (30) days unless different terms have been agreed upon. Otherwise, Seller reserves the right at any time to require full or partial payment in advance. A late charge of one to one and one-half percent (1-1/2%) per month will be charged on the unpaid balance of overdue invoices. If shipments are delayed by Purchaser, payments shall become due from the date when Seller is prepared to make shipment. Goods held for Purchaser shall be at the risk and expense of Purchaser. Unless otherwise indicated, installation and training charges shall be invoiced separately.

3. **SHIPMENT, PLACE OF DELIVERY AND RETENTION OF TITLE**: Goods covered by this contract are sold Ex Works ("EXW") (as that term is defined and used in Incoterms 2010, as agreed from time to time) Hudson, Ohio (unless otherwise indicated in writing), and Seller's placement of such goods in the possession of a trucking company or other common carrier shall constitute delivery to Purchaser and risks of loss or damage in transit shall be borne by Purchaser; provided, however, all goods delivered shall remain the property of Seller until such time as all claims, including any balances, which Seller may have against Purchaser for any reason whatsoever have been satisfied. If such retention of title would be void under the laws enforced at the place where the goods are located, Seller reserves and Purchaser grants to Seller a security interest in all goods sold and all proceeds thereof to secure the full payment and performance by Purchaser of its liabilities and obligations to Seller. If any action on the part of Purchaser is required to effect such security interest, Purchaser shall be obligated to take all measures necessary to effect and preserve the same. Freight charges shall be pre-paid by Seller and added to Purchaser's invoice. Excess shipping and/or transportation charges resulting from compliance with Purchaser's request with respect to the use of any agency or method of transportation or any routing other than that which would otherwise have been designated by Seller shall be paid by Purchaser.

4. **SELLER'S DEFAULT OR DELAYS**: Processing and shipment of orders are subject to strikes, fires, floods, accidents, riots, government orders or any other factors beyond Seller's reasonable control. Seller shall not be liable for any loss or delay resulting from these factors beyond Seller's reasonable control.

5. **CANCELLATION**: No order is subject to cancellation or change by Purchaser in any respect without Seller's prior written consent. In the event Purchaser defaults on its agreement to purchase the goods or refuses to accept delivery of the goods pursuant to this Agreement, Seller shall be entitled, in addition to any of its other rights under this agreement or as provided by law, to recover from the Purchaser an amount equal to all of Seller's damages (including reasonable overhead charges) for such breach, and Seller shall have the right to retain, in partial or complete payment of such amount, the total of all payments made hereunder less only that portion, if any, in excess of such amount. Seller has the right to cancel any order if Purchaser: (a) becomes insolvent; (b) files a voluntary petition in bankruptcy; (c) has an involuntary petition in bankruptcy

filed against it; has a receiver or trustee appointed for it; (e) makes an assignment for the benefits of creditors; or (f) breaches this or any other agreement with Seller.

**6. PURCHASER'S DUTY TO INSPECT AND NOTIFY SELLER OF DEFECTS:** Purchaser shall fully inspect the goods upon receipt. Within ten (10) days after Purchaser's receipt of the goods, Purchaser shall give written notice to Seller of any claim that the goods are defective in any manner, where such defect is ascertainable upon adequate inspection. In such written notice, Purchaser shall specify in detail the basis for all claims against Seller. The costs and expense of such inspection shall be borne solely and exclusively by Purchaser. If Purchaser fails either to inspect the goods or to send Seller written notice of all claims within ten (10) days after receipt, Purchaser shall be conclusively deemed to have waived any claims against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods.

**7. WARRANTY AND LIMITATION OF LIABILITY:** Seller warrants that, for a period of two (2) years from the date of shipment, all of the goods delivered will be of the kind designated or specified (normal wear and tear excepted). Warranty on batteries of any kind, including rechargeable batteries, lasts one (1) year from the date of shipment. Seller shall be promptly notified in writing by Purchaser of any failure to meet this warranty. The conditions of any test designed to resolve any alleged breach of warranty shall be mutually agreed upon, and Seller shall be notified of and may be represented in all such tests that may be made. Seller's obligation to Purchaser with respect to any goods found to be defective shall be limited to (at Seller's sole option) replacing or repairing such goods at Seller's facility (labor charges not included) or such other point as Seller may designate, provided that written notice of such defect is received by Seller from Purchaser within two (2) years from the date of shipment by Seller. Any claim not made within such two (2) year period shall be conclusively deemed waived by Purchaser; provided, however, notwithstanding the notice requirement contained in the preceding sentence, if Purchaser failed to inspect the goods or to send Seller written notice of all claims within ten (10) days of receipt of goods, as set forth in the preceding section, Purchaser shall be conclusively deemed to have waived any claim against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods. No goods are to be returned to Seller without its prior written authorization. There will be a twenty percent (20%) restocking fee in addition to any shipping costs incurred as well as Seller's technician's expense and repair costs, if applicable, for any returned product. If warranty service is required at Purchaser's location, labor and travel charges shall apply. Seller shall not be liable for any expense incurred by Purchaser in order to remedy any defect in its goods. Title to all goods that have been replaced shall thereafter vest in Seller, where Purchaser had previously acquired title pursuant to the provisions hereof. If goods furnished to Purchaser's specifications are used or combined by Purchaser with other products or items not furnished herein, Purchaser shall indemnify and hold harmless Seller from all claims resulting from the use or incorporation of such goods in Purchaser's product. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS SOLD HEREUNDER. THE FOREGOING STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE LIABILITY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF GOODS HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE OF ANY DEFECTIVE GOODS, NOR IS ANY OTHER PERSON AUTHORIZED TO ASSUME FOR SELLER ANY SUCH LIABILITY. SELLER'S LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF THE SUPPLY OR USE OF ITS GOODS SHALL IN NO EVENT EXCEED THE PRICE CHARGED FOR THE GOODS. THIS WARRANTY SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS FROM SELLER AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

**8. EXPORT AND IMPORT CONTROLS:** Purchaser acknowledges and agrees that the ultimate destination of the goods is in the United States, unless otherwise agreed to in writing. Purchaser shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the goods to any foreign person without complying with applicable import and export laws and regulations of Purchaser's country and of the United States, <sup>1176</sup>including the International Traffic In Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Purchaser agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the goods, either in their original form or after being incorporated into

other end- items.

**9. CLAIMS:** Claims for error in weight or shortage of goods must be presented to Seller in writing within ten (10) days from the date of receipt of the goods and must state the shipping slip number and claim of shipment. Any claim for error in weight or shortage of goods not presented in accordance with this section will be conclusively deemed waived by Purchaser.

**10. INTELLECTUAL PROPERTY; PATENT INDEMNITY:** Purchaser acknowledges that the goods contain valuable ideas, designs, processes, inventions, patents, research and development, formulas, technologies, copyrights, trademarks, trade secrets, marketing and business ideas, know-how, data, computer hardware, computer software, and/or other intellectual property rights of Seller ("Intellectual Property"). Seller owns and reserves all rights in the Intellectual Property and Purchaser agrees to use such Intellectual Property only in conjunction with the use or operation of such goods and only in accordance with any applicable instructions and manuals furnished by Seller, its suppliers or licensors, if applicable. As such, no title to or ownership of any Intellectual Property related to any goods is transferred to Purchaser pursuant to this agreement unless specifically authorized in writing by Seller. Purchaser will not, directly or indirectly attempt to test, analyze and/or reverse engineer any goods or any component thereof, or to otherwise misappropriate, circumvent or violate any of Seller's Intellectual Property rights. Purchaser will not, directly or indirectly assist any third-party to test, analyze and/or reverse engineer any goods or any component thereof, or to otherwise misappropriate, circumvent or violate any of Seller's Intellectual Property rights. Notwithstanding the provisions of this section, Purchaser will defend, indemnify and hold Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from its non-compliance with Seller's designs or specifications or instructions.

**11. CONFIDENTIAL INFORMATION:** Seller may require Purchaser to enter into a Confidentiality And Non-Disclosure Agreement in order to facilitate any sale of goods. In the event Seller and Purchaser enter into a Confidentiality And Non-Disclosure Agreement, the terms of that agreement apply to these terms and conditions and are specifically incorporated herein. In the event Seller and Purchaser do not execute a Confidentiality And Non-Disclosure Agreement, Purchaser shall not improperly use or make available, sell, disclose or otherwise communicate to any third party any information generally not known outside of Seller, including information contained in oral communications, as well as in any tangible expressions referring or relating, but not limited to the Intellectual Property, goods, other techniques, inventions, hardware, software, innovations, patent applications, discoveries, improvements, formats, test results, research projects, manuals, specifications, documentation, notes, industry contacts, information about costs, profits, markets, sales, contracts, lists of customers, lists of distributors, business, marketing, and strategic plans, forecasts, unpublished financial information, budgets, projections and customer identities, characteristics and agreements ("Confidential Information"). Confidential Information is to be broadly defined and includes all information that has or could have commercial value or other utility in the business in which Seller is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of Seller, whether or not such information is identified as Confidential Information by Seller. Except as otherwise required by law, neither party shall issue any press release or make any public statement regarding the transaction contemplated by this agreement, without prior written approval of the other party. The provisions of this section shall survive termination of this agreement.

**12. NO USE OF NAME OR TRADEMARKS:** Purchaser shall not at any time use Seller's name or any Seller logo, trademark, service marks, or trade name in any advertising or publicity without the prior written consent of Seller.

**13. TECHNICAL ADVICE:** Unless otherwise specifically agreed in writing, neither Seller nor any representative of Seller is responsible for application or supervision of application of the goods. Any supervision or technical advice or assistance furnished other than pursuant to such written agreement does not create any liability on behalf of Seller for any supervision, advice or assistance given or results obtained.

- 14. CORRECTIONS:** Typographical or clerical errors contained in this agreement, including prices, are subject to correction by Seller.
- 15. TAXES:** Prices specified do not include sales, excise or other taxes arising out of or relating to this order or the goods delivered except as otherwise specifically stated on the face hereof. All such taxes are the responsibility of Purchaser; if Purchaser claims it is exempt from tax, it shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.
- 16. INJUNCTIVE RELIEF:** Purchaser acknowledges that failure to carry out any obligation under this agreement, or a breach by Purchaser of any provision herein, shall constitute immediate and irreparable damage to Seller, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. Purchaser further agrees that no bond or other security shall be required in obtaining such equitable relief and Purchaser hereby consents to the issuance of such injunction and to the ordering of specific performance. Purchaser also understands that other action may be taken and remedies enforced against Purchaser.
- 17. MISCELLANEOUS:** These Terms and Conditions of Sale shall be construed under and governed by the laws of the state of Ohio without regard to the rules regarding conflict of laws. If any provision is held to be illegal, invalid or unenforceable, the remaining provisions shall not in way be affected or impaired thereby. A waiver by Seller of any terms and conditions herein shall not be deemed to be a continuing waiver but shall apply solely to the instance of the waiver.



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Dr. Amy Kruppe, Superintendent  
From: Kristy Cales, Human Resources  
Subject: Substitute Pay Rates  
Date: 4-11-24

Administration is providing the following informational items with regards to substitute pay rates for positions across the District.

Category	Pay Rate
Custodian	\$17.50/hour
Office Para	\$15.00/hour
Bus Driver	\$23.50/hour
Secretary	\$18.00/hour
Daily Sub Teacher	\$145.00/day
Long Term Sub Teacher (10 days)	\$232.60/day
Retired Hazel Park Teacher	\$220.00/day
Retired Teacher	\$195.00/day

**Funding Sources:**

Funding source is predicated to the assignment of the position

**Strategic Plan: Goal Statement - Curriculum & Instruction**

Goal Statement: Hazel Park Schools will develop innovative, independent and persistent learners who think critically, communicate effectively, and positively influence the local and global community.

**Strategic Plan: Goal Statement - Resources**

Goal Statement: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art-technology.

**Strategic Plan: Goal Statement - Climate and Culture**

Goal Statement: The Hazel Park School District will provide a unified system of support for all students, embracing





diversity, and fostering a positive school climate.

**Recommendation**

That the Board of Education approve the pay rates for the substitute positions.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

---

Amy Y. Kruppe, Ed.D.  
Superintendent



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Board of Education  
From: Dr. Amy Kruppe  
Subject: Ecollect  
Date: 4/15/24

We are writing to request the approval for the purchase of PowerSchool's Ecollect Forms SaaS, along with related services and training. This acquisition is crucial for enhancing our staff and secretaries' ability to design and implement forms quickly within the PowerSchool platform, leading to improved communication and efficiency across our school system.

The proposed purchase includes the following components:

- PowerSchool Ecollect Forms SaaS: 1 license @ \$1,696.96
- PowerSchool Ecollect Guided Implementation: 1 implementation @ \$5,160.00
- Ecollect Per Person Per Day Training Remote: 1 training @ \$380.00

PowerSchool's Ecollect Forms SaaS, we anticipate significant time savings and enhanced user-friendliness, which will directly contribute to more effective communication with our staff and parents. The intuitive nature of this software will empower our team to create and disseminate information efficiently, ultimately benefiting our entire school community.

We believe that this purchase is a strategic investment in modernizing our technological capabilities and improving operational effectiveness. Your approval of this request will enable us to continue delivering high-quality services and communication to our stakeholders.

The total cost for this Powerschool Ecollect with training is \$7,236.96.

**Strategic Goal Alignment:**

**Resources:** The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Community Relations:** The Hazel Park School District through strong community relations and collaboration with all stakeholders will develop high-achieving students.

**Curriculum & Instruction:** Hazel Park Schools will develop innovative, independent and persistent learners who think critically, communicate effectively, and positively influence the local and global community.

**Funding Source: General Fund**





**Recommendation:** The Board of Education support the purchase of PowerSchool's Ecollect at a cost of \$7,236.96, as presented.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

---

Amy Y. Kruppe, Ed.D.  
Superintendent



PowerSchool LLC  
 150 Parkshore Dr, Folsom, CA 95630  
 Quote #: Q-945298-1  
 Quote Expiration Date: 31-MAR-2024

Sales Quote - This Is Not An Invoice

Prepared By:	Josh Deegan	Customer Contact:	Cheryl Hayes
Customer Name:	Hazel Park Public School District	Title:	Student Information Systems Specialist
Enrollment:	3,226	Address:	1620 E. Elza
Start Date:	27-MAR-2024	City:	Hazel Park
End Date:	30-JUN-2024	State/Province:	Michigan
		Zip Code:	48030
		Country:	United States
		Phone #:	(248)658-5200

Prorated pricing is reflective of time period from Start Date through End Date as outlined above. This quote modifies your subscription for the products and services set forth below.

Product Description	Current Quantity	Amended Quantity	Unit	Extended Price
Initial Term 27-MAR-2024 - 30-JUN-2024				
License and Subscription Fees				
PowerSchool Suite	1.00	N/A	Each	USD 1,696.96
Purchased PowerSchool Suite Products (USD 1,696.96): PowerSchool Ecollect Forms SaaS (3226.00 Students)				

License and Subscription Totals: **USD 1,696.96**

Professional Services and Setup Fees				
PowerSchool Ecollect Guided Implementation	1.00		Each	USD 5,160.00
Professional Services and Setup Fee Totals:				<b>USD 5,160.00</b>

Training Services				
Ecollect Per Person Per Day Training Remote	1		Each	USD 380.00
Training Services Total:				<b>USD 380.00</b>

Subscription Period Total	
Subscription Period	27-MAR-2024 - 30-JUN-2024
Amount To Be Invoiced	USD 7,236.96

Annual Ongoing Fees as of 1-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

PowerSchool Suite	1.00	N/A	Each	USD 6,451.98
Estimated Annual Ongoing Fees Total:				<b>USD 6,451.98</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: [https://www.powerschool.com/MSA\\_Mar2024/](https://www.powerschool.com/MSA_Mar2024/)

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC  
Signature:

Hazel Park Public School District  
Signature:



Printed Name: Eric Shander  
Title: Chief Financial Officer

Printed Name:  
Cheryl Hayes  
Title:

Date: 27-MAR-2024

Date:

**\*\*\*Sales Quote - This Is Not an Invoice\*\*\***



# Statement of Work

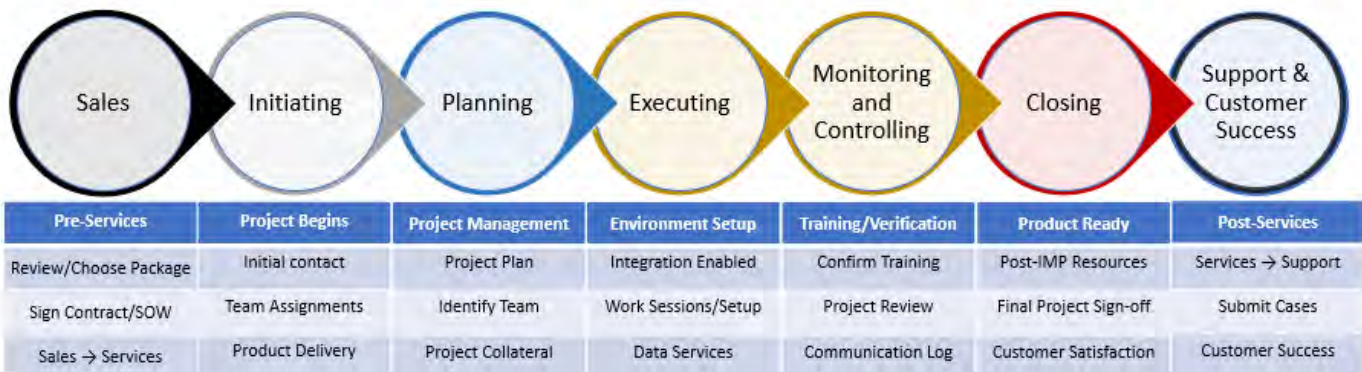
## Purpose of Document

The purpose of this Statement of Work (“SOW”) between the PowerSchool entity in accompanying quote (“PowerSchool”) and Customer (“You”, “Your”) is to outline the process, approach, and completion criteria for each step of the process to implement PowerSchool. This document covers the roles and responsibilities of the PowerSchool Project Manager, Implementation Specialist(s), and Customer in each step of the PowerSchool implementation process, serving as an outline of services PowerSchool is expected to deliver. This SOW calls out specific functional areas of PowerSchool that are covered for implementation services and level of coverage.

Successful implementation of new software requires proven project management and methodology. The timeline will be mutually adapted within a project management tool between PowerSchool and the Customer. PowerSchool provides a comprehensive package of services designed to ensure Your PowerSchool deployment project meets Your unique needs and expectations. Additional training, consulting and customization services can be purchased to help augment additional needs You may have with Your PowerSchool deployment. The delivery of Professional Services contained in this document will be provided remotely. If travel is required, all travel related expenses will be invoiced as incurred.

We will partner with You and be Your liaison to PowerSchool during the implementation. You will have a project team to help you, as a Customer, connect to other PowerSchool services and support, while also providing project planning, communication, project execution, and product specialist consulting. For a successful PowerSchool implementation, it is important that You understand the responsibilities, carve out the time required and keep on pace with the timeline. This will involve gathering information, helping Your team come to agreement on configuration and data standardization, your own product training and monitoring other staff assigned training for completion, adjusting desk level procedures, and planning for go live among several other tasks. The overall steps included in a project are outlined below.

This Statement of Work is subject to the terms and conditions of the current master agreement between the parties and any associated policies, pursuant to which PowerSchool has licensed the PowerSchool application to the Customer.



## General Assumptions

1. Implementation services will be delivered remotely unless onsite services are purchased separately.
2. Client is to provide a data extract to PowerSchool in accordance with Tiered Service package selected (if needed).
3. Implementation timeline is stated within the Planning Phase, extending the timeline may require the customer to purchase additional services.
4. Implementation services are completed when delivered and the deliverable acceptance procedure is complete.
5. Additional services are available and can be purchased for items out of the scope of implementation (see Project Change Control and Escalation Change Procedure section of this document).
6. Customer will adhere to the active PowerSchool Cancellation Policy. “Services Cancellation: Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.”
7. Customer must identify a designated Customer project lead before the project kick-off meeting. The Customer project lead will be responsible for delivering all sections of the “Customer Responsibilities” included in the SOW in a complete manner within the project timeline.
8. The designated Customer project lead should be an employee of the organization implementing PowerSchool. Customers that hire third-party organizations to act on the behalf of the Customer for implementation may be required to sign a waiver form provided by PowerSchool, indicating that the third-party organization is authorized to act on the Customer’s behalf when interacting with PowerSchool. The Customer will be responsible for maintaining proper communication channels with third party organizations hired by the Customer.
9. All sign offs must be done by an employee and designated signatory of the Customer. Third party entities engaged by the Customer are not acceptable signatories for any project sign offs.
10. The PowerSchool Project Manager and/or Application Specialist will guide Customer to available procedures, guidelines, standards, reference materials and system/application documentation.
11. Implementation Services is assuming the product will be deployed as-is, items outside of Scope of Work must go through the change control procedures (see Project Change Control and Escalation Procedure in this document).

# Deliverables Acceptance Procedure

## Deliverables Acceptance

This Statement of Work outlines PowerSchool deliverables for each phase of the implementation project in the PowerSchool Objections and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure:

- Deliverable will be submitted or delivered to the Customer project lead or designated Customer team member. It is the Customer project lead's responsibility to review and accept deliverable as complete.
- Within six (6) business days of completion of the project the Customer project lead will either accept the final deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response from the Customer project lead is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- The PowerSchool implementation specialist will consider the Customer's objections within the context of PowerSchool's obligations as stated within this Statement of Work. Revisions agreed to by PowerSchool will be applied at which time the deliverables will be reviewed within six (6) business days and the Customer project lead either will accept the deliverables or provide the PowerSchool implementation specialist a written list of objections. If no response is received within six (6) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension.
- Customer objections that are not agreed to by PowerSchool will be managed in accordance with the Project Change Control Procedure described below. If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and PowerSchool will follow the Escalation Procedure described below.
- All deliverables required to be delivered hereunder are considered to be owned by PowerSchool with unlimited internal use by the Customer, unless otherwise noted.

# Project Change Control and Escalation Procedure

## Project Change Control

The following process will be followed if additional services to this Statement of Work are required or desired.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.
- The designated Customer project lead will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by the authorized Customer project lead to authorize quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required. Change to this Statement of Work through additional addendum will authorize additional scope and work.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed upon in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

## Customer Escalation Procedure

The following procedure will be followed if resolution is required for a conflict arising during the project

- **Level 1:** Customer project lead will notify PowerSchool Project Manager via email with details of escalation.
- **Level 2:** If the PowerSchool Project Manager cannot provide resolution or path to resolution five (5) business days from receipt of level 1 escalation email, the Customer project lead will notify PowerSchool manager via email to – [pmleadership@powerschool.com](mailto:pmleadership@powerschool.com)
- **Level 3:** If the concern remains unresolved after Level 2 intervention, resolution will be addressed in accordance with Project Change Control Procedure or termination of this SOW under the terms of the Contract.

During any resolution, PowerSchool agrees to provide services related to items not in dispute, to the extent practicable, pending resolution of the concern. The Customer agrees to pay invoices per the Contract, as rendered.



# PowerSchool Ecollect Forms Guided Statement of Work

## Initiating

### PowerSchool Responsibilities

- Send welcome email
- Request Maintenance Access to PowerSchool SIS
- Request Enablement of Custom Web Page Management and Customizations (Custom Web Page Management and Customizations must remain enabled to use Ecollect Forms)
- Conduct provisioning and permission steps which includes installing and enabling product, automatically upon purchase, in the PowerSchool SIS (signature on this document constitutes Client agreement)
- Identify PowerSchool Project Team
  - Project Manager
  - Application Specialist
- Create supporting project collateral

### Customer Responsibilities

- Grant PowerSchool Maintenance Access (signature on this document constitutes Client agreement)
- Enable Custom Web Page Management and Customizations (Custom Web Page Management and Customizations must remain enabled to use Ecollect Forms)
- Conduct script run, if self-hosted
- Identify PowerSchool Project Team
  - Project Manager
  - Subject Matter Expert(s)

### Completion Criteria

This activity will be considered complete when:

- Project Teams established and solution provisioned and permissioned
- Custom Web Page Management and Customizations enabled (Custom Web Page Management and Customizations must remain enabled to use Ecollect Forms)

## Planning

### PowerSchool Responsibilities

- Schedule and conduct a Kickoff Meeting
- Provide an overview of the implementation process
- Schedule implementation milestones and define project timeline
- Update Project Planner to include implementation timing and resources
- Scheduling necessary project sessions as dictated in project plan



# PowerSchool Ecollect Forms Guided Statement of Work

## Customer Responsibilities

- Attend Kickoff Meeting and all necessary project sessions as dictated in project plan
- Confirm access to the online Project Planner
- Review and provide configuration information pertinent to implementation within five (5) business days of completion of the Kickoff Meeting
- Manage customer business process change throughout the project
- Review training materials and training scheduling process
- Set up Vanco (payment) account (if applicable)\*

## Completion Criteria

This activity will be considered complete when:

- The Kickoff Meeting is completed
- The Project Planner is updated based on discussed timelines
- Customer provides forms to Project Manager and Application Specialist within five (5) business days of completion of the Kickoff Meeting

## Executing

### PowerSchool Responsibilities

- Conduct an initial analysis of any pertinent existing solution materials to determine architecture of solution(s)
- Schedule and conduct Solution Deliverables Meeting
- Capture details to further build solution(s) to meet specifications
- Complete build of final solution materials
- Conduct Product Overview specific to product solution
- If Consulting is purchased, then this will be delivered accordingly.
- Present end-to-end solution delivery of solution(s)
- Provide overview and guidance on mapping of solution
- Enable Payment in PowerSchool SIS (for Vanco, if applicable) \*

***Ecollect Forms Guided includes up to 6 hours of form configuration. Localization services are not included in this SOW. The integration of translated text provided by clients (localization) requires the purchase of Remote Consulting hours.***



# PowerSchool Ecollect Forms Guided Statement of Work

## Customer Responsibilities

- Attend Solution Deliverables Meeting
- Coordinate with Project Manager and Application Specialist to communicate details to further build solution(s) to meet specifications. Failure of the client to complete client responsibilities within prescribed project timeline will result in PowerSchool proceeding with the deployment of a viable “best practices” solution to adhere to project timelines.
- Complete data mapping to PowerSchool SIS fields (Please note, every PowerSchool SIS instance is unique and requires deliberate mapping to ensure accurate data delivery)
- Confirm completion of solution build
- Determine a launch plan

## Completion Criteria

This activity will be considered complete when:

- The Solution Deliverables Meeting is completed
- Solution build is confirmed completed

\*PS completes basic components of Payment Setup: it is the customer’s responsibility to complete Vanco account setup and provide PS additional setup information. This can occur during or post-implementation (via Support).

## Monitoring

### PowerSchool Responsibilities

- Ensure solution is functional and adheres to best practices by performing standard quality assurance and testing procedures

***Ecollect Forms Guided includes up to 1 hour of end-to-end testing***

### Customer Responsibilities

- Perform user acceptance testing on solution to ensure all elements are in place and ready for launch:
  - Form Content
  - Form and Field Structure
  - Form Field Requirements
  - Form Logic
  - Record Approval Process
  - Record Delivery to PowerSchool SIS fields

## Completion Criteria

This activity will be considered complete when:

- Requisite testing has been completed by PowerSchool
- The Customer has completed end-to-end user acceptance testing within five (5) business days of notification of readiness for testing



# PowerSchool Ecollect Forms Guided Statement of Work

## Closing

### PowerSchool Responsibilities

- Review and finalize any remaining project deliverables
- Introduce Customer to support contact methods
- Send final project sign off to Customer.
- Provide Technical Contacts for Customer Confirmation

### Customer Responsibilities

- Review completed project deliverables.
- Understand support contact methods
- Complete final project signoff
- Confirm/Provide Additional Technical Contacts
- Complete Customer Satisfaction Survey

### Completion Criteria

This activity will be considered complete when:

- Customer provides final project signoff. The Implementation team will provide (3) attempts for project signoff. If no response is received after the third attempt, the project will be closed and transitioned to Support.
- Confirmation of Technical Contacts

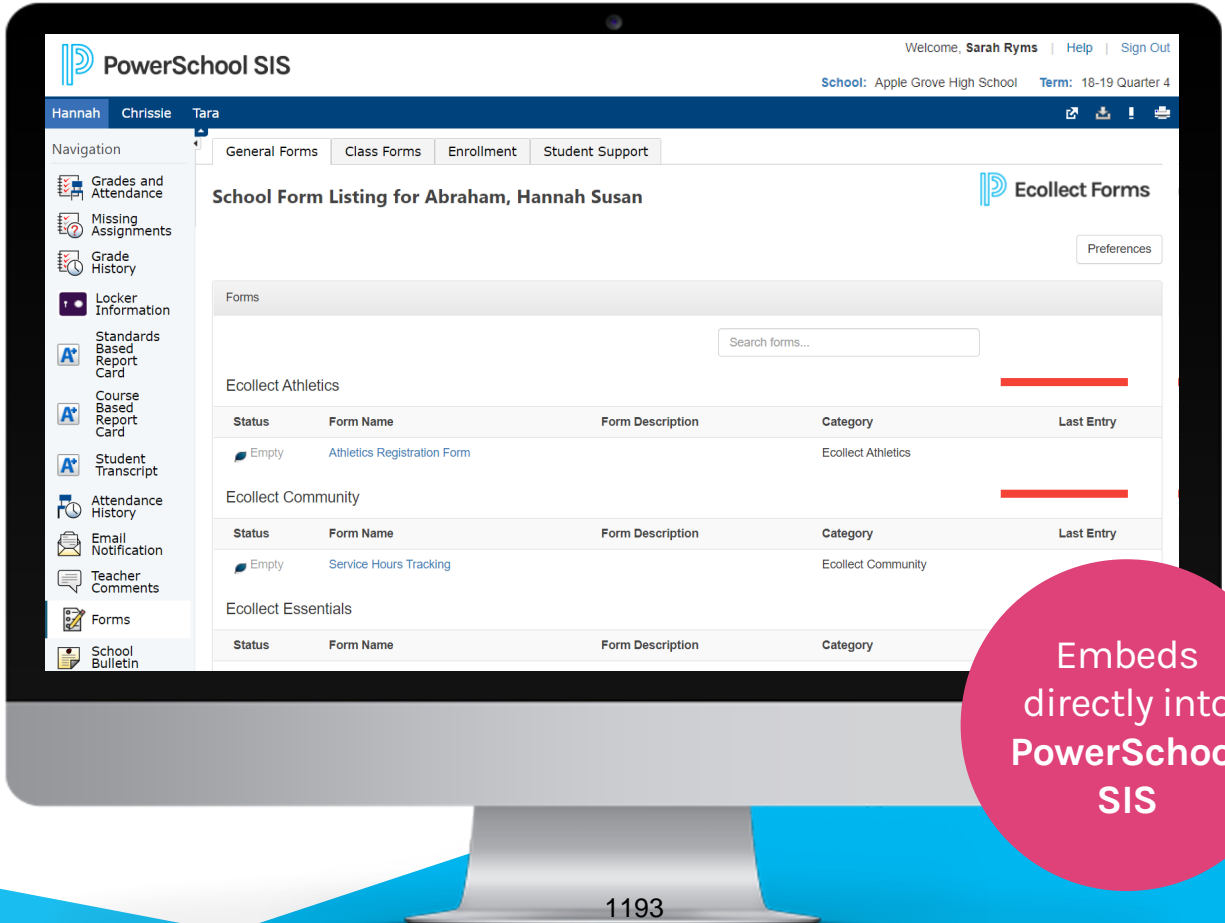
# Ecollect Forms

DIGITIZE FORMS TO SUPPORT DISTRICT INITIATIVES



Easily build and customize online forms for all your district's initiatives, right from within the PowerSchool SIS, with **PowerSchool Ecollect Forms**.

## Ecollect Forms



PowerSchool SIS

Welcome, Sarah Ryms | Help | Sign Out

School: Apple Grove High School Term: 18-19 Quarter 4

Hannah Chrissie Tara

Navigation: General Forms | Class Forms | Enrollment | Student Support

Grades and Attendance  
Missing Assignments  
Grade History  
Locker Information  
Standards Based Report Card  
Course Based Report Card  
Student Transcript  
Attendance History  
Email Notification  
Teacher Comments  
Forms  
School Bulletin

**School Form Listing for Abraham, Hannah Susan** Ecollect Forms Preferences

Forms

Search forms...

**Ecollect Athletics**

Status	Form Name	Form Description	Category	Last Entry
Empty	Athletics Registration Form		Ecollect Athletics	

**Ecollect Community**

Status	Form Name	Form Description	Category	Last Entry
Empty	Service Hours Tracking		Ecollect Community	

**Ecollect Essentials**

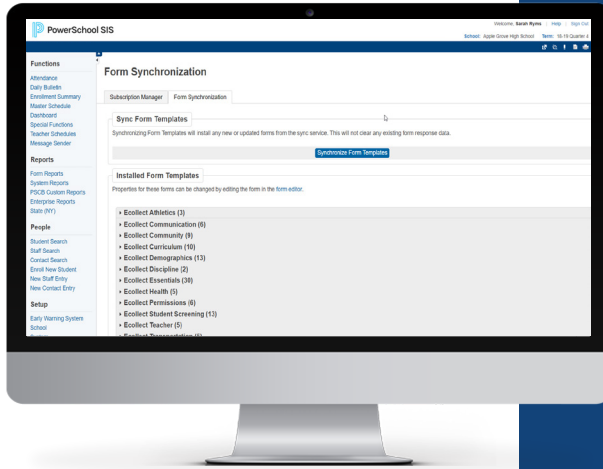
Status	Form Name	Form Description	Category	Last Entry
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Embeds directly into PowerSchool SIS

1193

## Template library

Use tried and tested best-practices solutions



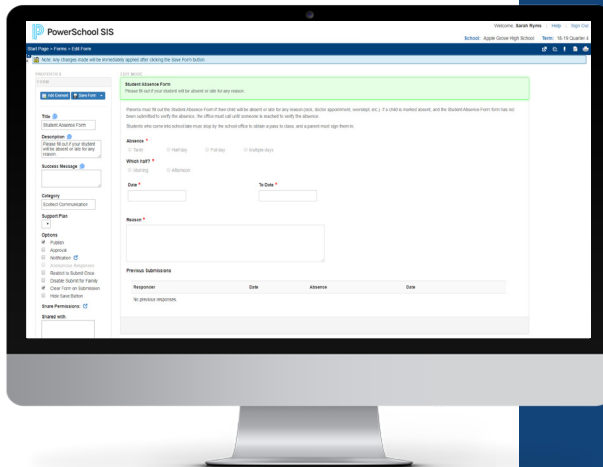
Easily adopted by parents and staff



Gives you control and visibility

## Self-service

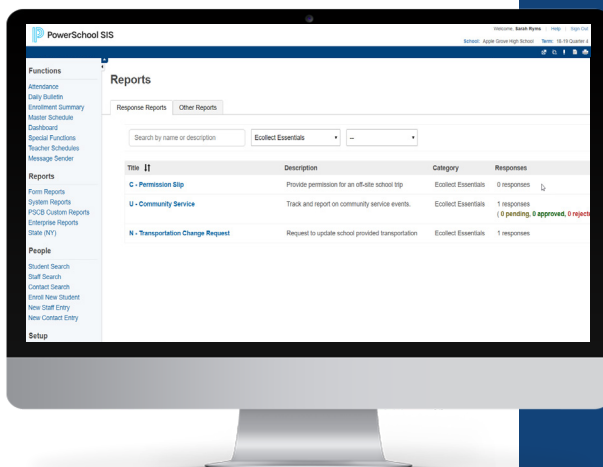
Unlimited form building, editing, and sharing capabilities



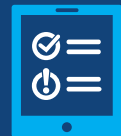
Minimizes paper and printing

## Simplified reporting

No need to gather the data; it's already there



Reduces missing paperwork



Streamlines and validates data entry

Visit [www.PowerSchool.com](http://www.PowerSchool.com) or call 1-877-873-1550 to learn more.

1194



# Ecollect Forms

## TEMPLATE LIBRARY



### No need to build your forms from scratch!

Choose from this library of form templates designed with best practices and vetted by fellow educators.

#### COVID Templates

- Wellness Survey
- Completion of Activities
- Learning Consent
- Home Readiness
- Request for Assistance
- Asset Assignment
- Demographic Information
- Symptom Checker
- Wellness Check
- Remote Learning Survey
- Comfort Level
- Food/Nutrition Survey
- Activity Waivers
- Additional Comments

#### Community Forms

- Student Climate Survey
- Instructional Staff Climate Survey
- Non-Instructional Staff Climate Survey
- Parent Climate Survey
- Student Extended Care Registration
- Field Trip Chaperone Template
- Service Hours Tracking
- Student Directory
- Volunteer Application

#### Athletics

- Athletics Registration Form
- Medical History
- Waivers and Acknowledgments

#### Communication

- Device Condition Report
- School Communications
- Student Absence Form
- Student Intent to Return
- Teacher Intent to Return
- Time Leave Request

#### Curriculum

- CEU Request/Tracking
- Course Request Verification
- Credit Waiver
- Grade Change Form
- Graduation Requirements
- Post-High School Plans
- Request Change of Course
- Student Course Feedback
- Transcript Request
- Tuition Reimbursement

#### Health

- Health Authorizations
- Medication Authorization

#### Permissions

- Field Trip Request
- Field Trip Permission Slip Template
- Permissions/Agreements
- Device Use Agreement
- Optional Damage Protection Program

#### Discipline

- Behavior Referral Form
- Student Problem Solving Sheet

#### Student Screenings

- Residence Survey
- Home Language Survey
- Student Services History
- Migrant Worker Questionnaire
- Application for Free and Reduced-Price School Meals
- Threat Assessment - Initial Report
- Threat Assessment - Team
- Threat Assessment - Analysis
- Threat Assessment - Response and Support Plan
- Threat Assessment - Student Interview
- Threat Assessment - Witness Interview
- Threat Assessment - Threat Recipient Interview
- Report of Suspected Child Abuse/Neglect

#### Transportation

- Dismissal Questionnaire
- Transportation Request Form
- Transportation Change Request Form
- Student Parking Authorization Request
- Transportation Request Form - Special Education

To learn more about PowerSchool Ecollect Forms, please contact your Account Manager, or call (877) 873-1550

1195



Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Amy Kruppe, Superintendent  
From: Tammy McHenry, Principal HPHS  
Subject: Student Leadership Summer Camp  
Date: April 15, 2024

In an effort to increase leadership opportunities for our High School students, we would like to propose sending students to a summer leadership camp for students who will be in grades 9, 10, 11 and 12 during the 24/25 school year. We would choose 5 students per grade for a total of 20 students to send to the Michigan Associations of Student Councils and Honor Societies (MASC/MAHS) summer camp. <https://mascmahs.org/camp/register> This camp is held July 14-19, 2024 at Albion College and would require students to stay overnight. We are requesting a HPS bus to transport students to and from the camp. Supervision at a minimum of a 6:1 ratio (student to adult) is a point of pride of the Michigan Summer Leadership Camp. Adults and other advisers are not required or needed to attend.

Students	Cost Per Camper	Camp Cost	Transportation Cost	Total Cost
20	\$500	\$10,000	\$2000	\$12,000

**Funding Source:** Oakland County Out-of-School Grant

**Strategic Goal Alignment:**

Curriculum & Instruction: Hazel Park Schools will develop innovative, independent and persistent learners who think critically, communicate effectively, and positively influence the local and global community.

Climate and Culture: The Hazel Park School District will provide a unified system of support for all students, embracing diversity, and fostering a positive school climate.

**Recommendation**

That the Board of Education approve sending 20 students to the student leadership camp at Albion College July 14-19, 2024.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

Amy Y. Kruppe, Ed.D.  
Superintendent





Ford Administration  
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5200 | F: 248-544-5223  
www.hazelparkschools.org

To: Amy Kruppe, Superintendent  
From: Stephanie Dulmage, Assistant Superintendent of Teaching and Learning  
Subject: Power School - District-Wide Training  
Date: 4/15/2024

**Purpose**

Comprehensive training is indispensable in preparing staff members for the adoption of the new student information system and other Power School products. By ensuring that all staff members understand the complexity of the system, are prepared for organizational change, and can utilize system features effectively, we can maximize the success of their SIS implementation and support the needs of our staff. Since a student information system impacts most staff members in the district, we must take advantage of district-wide professional development days. We are proposing a system-wide training on May 16th for the initial training day. This training will be conducted by the Power School trainers and focus on the Power School Student Information System, Special Programs, and Schoology.

**Funding Source:** General Fund

**Strategic Goal Alignment**

- Curriculum & Instruction: Hazel Park Schools will develop innovative, independent, and persistent learners who think critically, communicate effectively, and positively influence the local and global community.
- Climate and Culture: The Hazel Park School District will provide a unified system of support for all students, embracing diversity, and fostering a positive school climate.
- Resources: The Hazel Park School District will maximize its resources to assure high-quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology.

**Recommendation** That the Board of Education approves district-wide Power School training in an amount not to exceed 15,000.

**APPROVED AND RECOMMENDED FOR  
BOARD ACTION**

\_\_\_\_\_  
Amy Y. Kruppe, Ed.D.  
Superintendent





PowerSchool Group LLC  
 150 Parkshore Dr., Folsom, CA 95630  
 Quote #: Q-952759 - 1  
 Quote Expiration Date: 19-APR-2024

Sales Quote - This Is Not An Invoice

Prepared By:	Randell Bosse	Customer Contact:	Stephanie Dulmage
Customer Name:	Hazel Park Public School District	Title:	Executive Director of Teaching, Learning & Assessment
Enrollment:	3,226	Address:	1620 E. Elza
Contract Term:	12 Months	City:	Hazel Park
Start Date:	12-APR-2024	State/Province:	Michigan
End Date:	11-APR-2025	Zip Code:	48030
		Country:	United States
		Phone #:	(248)658-5200

Product Description	Quantity	Unit	Extended Price
Initial Term 12-APR-2024 - 11-APR-2025			

Training Services			
PowerSchool SIS Training/Certification Remote	9.00	Day	USD 13,027.50
Schoology Remote Professional Development	6.00	Hours	USD 1,462.50
Training Services Total:			<b>USD 14,490.00</b>

Subscription Period Total	
<b>Total Discount</b>	<b>USD 4,830.00</b>
<b>Initial Term</b>	<b>12-APR-2024 - 11-APR-2025</b>
<b>Amount To Be Invoiced</b>	<b>USD 14,490.00</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Notwithstanding anything to the contrary in the Main Services Agreement, if Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used by Customer toward professional services rendered within such twelve (12) month period will be forfeited. Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: [https://www.powerschool.com/MSA\\_Mar2024/](https://www.powerschool.com/MSA_Mar2024/)

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC  
Signature:

Hazel Park Public School District  
Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 12-APR-2024

Date:

**\*\*\*Sales Quote - This Is Not an Invoice\*\*\***

Hazel Park City School District  
 Enrollment Analysis  
 Effective Date: 04/11/2023  
 Printed: 4/11/2024 7:42 AM

School	(All)
--------	-------

Count of Student		Grade								
School Code	Track	-3	-2	-1	0	1	2	3	4	
01611	22/23 INVEST									
01611 Total										
01616	22/23 HIGH SCHOOL									
01616 Total										
01753	22/23 HOOVER					42	50	49	45	44
01753 Total						42	50	49	45	44
02176	22/23 MICH CYBER ACD									
02176 Total										
02399	22/23 ALL YR JARDON 22/23 JARDON				1	1		2		
02399 Total					1	1		2		
02954	22/23 VIKING VIRTUAL									
02954 Total										
04159	22/23 EDISON ELEM 22/23 EDISON HS 22/23 EDISON JHS 22/23 EDISON PH						2		2	2
04159 Total							2		2	2
04259	22/23 UNITED OAKS					63	65	55	60	43
04259 Total						63	65	55	60	43
04422	22/23 WEBSTER CHILDHD 22/23 WEBSTER ECSE/EA							30	78	
04422 Total					1			5	8	
04422 Total					1			35	86	
07829	22/23 ADVANTAGE 22/23 ADVANTAGE ELEM 22/23 ADVANTAGE VIRTUAL							3	2	
07829 Total								3	2	
09372	22/23 JUNIOR HIGH									
09372 Total										
09429	22/23 WEBB							60	54	60
09429 Total								60	54	60
Grand Total					1			35	87	169
								173	166	131

5	6	7	8	9	10	11	12	14	EA	PH	Grand Total
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42											272
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	6	11	3								20
										3	3
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57											343
											108
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	142	137	140								419
	142	137	140								419
52											327
52											327
161	151	157	153	338	325	334	396	1	24	60	3030

Hazel Park City School District  
 Enrollment Analysis  
 Effective Date: 04/11/2024  
 Printed: 4/11/2024 7:39 AM

School	(All)
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Count of Student		Grade							
School Code	Track	-3	-2	-1	0	1	2	3	
01611	23/24 INVEST								
01611 Total									
01616	23/24 HIGH SCHOOL								
01616 Total									
01753	23/24 HOOVER					38	49	56	43
01753 Total						38	49	56	43
02176	23/24 MICH CYBER ACD								
02176 Total									
02399	23/24 ALL YR JARDON				1		1	2	
	23/24 JARDON								
02399 Total					1		1	2	
02954	23/24 VIKING VIRTUAL								
02954 Total									
04159	23/24 EDISON ELEM						3	2	1
	23/24 EDISON HS								
	23/24 EDISON JHS								
	23/24 EDISON PH								
04159 Total							3	2	1
04259	23/24 UNITED OAKS					59	51	69	56
04259 Total						59	51	69	56
04422	23/24 WEBSTER EARLY CHILDHOOD	13	34	95					
	23/24 WEBSTER ECSE/EA	1	10	3					
04422 Total		14	44	98					
07829	23/24 ADVANTAGE								
	23/24 ADVANTAGE ELEM					2		1	
	23/24 ADVANTAGE VIRTUAL								
07829 Total						2		1	
09372	23/24 JUNIOR HIGH								
09372 Total									
09429	23/24 WEBB					64	46	59	56
09429 Total						64	46	59	56
Grand Total		14	44	99	163	150	186	159	

4	5	6	7	8	9	10	11	12	EA	PH	Grand Total
					90	81	71	68			310
					90	81	71	68			310
					141	138	116	116			511
					141	138	116	116			511
40	44										270
40	44										270
					79	109	85	78			351
					79	109	85	78			351
		1	1	2		2	1			9	20
										52	52
		1	1	2		2	1			61	72
					3	11	23	44			81
					3	11	23	44			81
2	3										11
					7	3	8	4			22
		7	10	10							27
										4	4
2	3	7	10	10	7	3	8	4		4	64
63	43										341
63	43										341
											142
					1				26		41
					1				26		183
		2	6	7	18	22	24	29			108
3											6
					8	10	14	72			104
3		2	6	7	26	32	38	101			218
		146	136	140							422
		146	136	140							422
60	39										324
60	39										324
168	129	156	153	159	347	376	342	411	26	65	3147

2023-24 Fundraisers

Sponsors Name	Organization	Type of Fundraiser	Purpose	Beginning Date	Principal/ Athletic Director Approved	Superintende nt Approved	Board Shared
Hazel Park High School Baseball	Hazel Park High School Varsity Baseball	Bottle Drive	To purchase hoodies, shirts, and other gear for the kids	03/24/2024	Yes	Yes	4/15/2024
Hazel Park High School Baseball	Hazel Park High School Varsity Baseball	Personal donations that will go directly t	To purchase hoodies, shirts, and other gear for the kids	3/22/2024	Yes	Yes	4/15/2024
Kim Foster	United Oaks Maker Club	Raise funds for the Hazel Park Animal S	Extension of items from fundraiser last spring to sell remaining items during conferences to raise money for the shelter for the holidays.	11/16/20263	Yes	Yes	4/15/2024