# TERMS AND CONDITIONS

OF CONTRACT

DATED EFFECTIVE: July 1, 2018

ISSUED BY

OXFORD COMMUNITY SCHOOLS

BOARD OF EDUCATION

ТО

LIGHTHOUSE CONNECTIONS ACADEMY

CONFIRMING THE STATUS OF

LIGHTHOUSE CONNECTIONS ACADEMY

ASA

SCHOOL OF EXCELLENCE

WHICHISACYBERSCHOOL

#### **GENERAL INDEX**

#### Contract Schedules

- Schedule 1: Oxford Community Schools Board Resolution dated March 13, 2018 Authorizing the Academy as a Michigan School of Excellence; Appointing the Directors of the Academy; and Establishing the Initial Terms of Office of the Directors
- Schedule 2: Articles of Incorporation
- Schedule 3 Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information to Be Provided by Academy and Educational Service Provider
- Schedule 7: Academy Specific Information & Educational Program

Schedule 7-1: Educational Goals and Programs

Schedule 7-2: Curriculum

Schedule 7-3: Staff Responsibilities

- Schedule 7-4: Methods of Accountability and Pupil Assessment
- Schedule 7-5: Academy's Admission Policies and Criteria
- Schedule 7-6: School Calendar and School Day Schedule
- Schedule 7-7: Age/Grade Range of Pupils Enrolled
- Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; Occupancy Certificate

#### **TABLE OF CONTENTS**

### ARTICLE I DEFINITIONS

Section 1.1	Certain Definition	IS			1
Section 1.2	Schedules				4
Section 1.3	Statutory Definition	ons			4
Section 1.4	Application				4
Section 1.5	Conflicting Contract Provisions				4
	FORD COMMUNIT DUCATION AS AU	· · · · · · · · · · · · · · · · · · ·	/		
Section 2.1	OCS Board Resol	utions			4
Section 2.2	Method for Monitoring Academy's Compliance With Applicable Law and Performance of its				
	Targeted Educational Outcomes5				
Section 2.3					
Section 2.4	OCS Board as Fis	cal Agent for the	Academy		6
Section 2.5	Authorization of E	Employment			7
Section 2.6	Financial Obligations of the Academy Are Separate from				
	the State of Michigan, OCS Board and OCS				
Section 2.7	Academy Has No Power to Obligate or Bind State of				
	Michigan, OCS Board or OCS				7
Section 2.8	Authorizing Process	-	Contract	Authorization	?
-	ENT THAT ACAD		TITY AND POLITICA	AL SUBDIVISION	
Section 3.1	Governmental Ag	ency or Entity ar	nd Political Subdivisio	n	8
Section 3.2	Other Permitted A	Activities			8

## ARTICLE IV PURPOSE

Section 4.1	Academy's Purpose	8
ARTICLE V CORPORATE	E STRUCTURE OF THE ACADEMY	
Section 5.1	Articles of Incorporation	8
Section 5.2	Bylaws	9
ARTICLE VI OPERATING	REQUIREMENTS	
Section 6.1	Governance Structure	9
Section 6.2	Contributions and Fund Raising	9
Section 6.3	Educational Goals and Programs	9
Section 6.4	Curriculum	9
Section 6.5	Methods of Accountability10	0
Section 6.6	Staff Responsibilities	)
Section 6.7	Admission Policy, Conditions, and Limits1	1
Section 6.8	School Calendar/School Day Schedule1	1
Section 6.9	Age/Grade Rangeof Pupils Enrolled12	2
Section 6.10	Annual Financial Audit12	2
Section 6.11	Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations	
Section 6.12	Accounting Standards	3
Section 6.13	Placement of Student Interns	3
Section 6.14	Disqualified Organizational or Contractual Affiliations	3
Section 6.15	Matriculation Agreements	3

Section 6.16	Posting of Accreditation Status13	
ARTICLE VI TUITION PR		
Section 7.1	Tuition Prohibited: Fees and Expenses	14
ARTICLE VI COMPLIANC	II E WITH PART 6E OF CODE AND OTHER LAWS	
Section 8.1	Compliance with Part 6e of the Code	14
Section 8.2	Compliance with State School Aid Act	14
Section 8.3	Open Meetings Act	14
Section 8.4	Freedom of Information Act	14
Section 8.5	Public Employees Relations Act.	14
Section 8.6	Prevailing Wage on State Contracts	15
Section 8.7	Uniform Budgeting and Accounting Act	15
Section 8.8	Revised Municipal Finance Act of 2001	15
Section 8.9	Non-discrimination	15
Section 8.10	Other State Laws1	15
Section 8.11	Federal Laws1	15
ARTICLE IX AMENDMEN		
Section 9.1	Process for Amending the Contract1	15
Section 9.2	Process for Amending Academy Articles of Incorporation 1	16
Section 9.3	Process for Amending Academy Bylaws 1	16
Section 9.4	Change in Existing Law1	6

# ARTICLEX TERMINATION, REVOCATION, AND APPOINTMENT OF RECEIVER

Section 10.1	Termination by OCS Board	17
Section 10.2	Statutory Grounds for Revocation	17
Section 10.3	Other Grounds for Revocation	18
Section 10.4	OCS Board Procedures for Revoking Contract	19
Section 10.5	Appointment of Receiver	22
Section 10.6	Automatic Revocation by State of Michigan	24
Section 10.7	Material Breach of Contract	24
ARTICLE XI <u>PROVISIONS</u>	RELATING TOSCHOOLS OF EXCELLENCE	
Section 11.1	OCS Faculty Employment in the Academy	25
Section 11.2	The Academy Faculty Appointment to OCS Faculty	25
Section 11.3	Student Conduct and Discipline	25
Section 11.4	Insurance	25
Section 11.5	Transportation	26
Section 11.6	Extracurricular Activities and Interscholastic Sports	27
Section 11.7	Legal Liabilities and Covenants Not to Sue	27
Section 11.8	Lease or Deed for Proposed Site(s)	27
Section 11.9	Occupancy and Safety Certificates	27
Section 11.10	Deposit of Public Funds by the Academy	27
Section 11.11	Management Agreements	. 27
Section 11.12	Required Provisions for Educational Service Provider Agreements	28
Section 11.13	Incompatible Public Offices and Conflicts of Interest Statutes	29

Section 11.14	Certain Familial Relationships Prohibited	30
Section 11.15	Dual Employment Positions Prohibited	30
Section 11.16	Oath of Public Office	30
Section 11.17	Information Available to the Publicand OCS	30
ARTICLE XI GENERAL TE		
Section 12.1	Notices	
Section 12.2	Severability	31
Section 12.3	Successors and Assigns	31
Section 12.4	Entire Contract	31
Section 12.5	Assignment	31
Section 12.6	Non-Waiver	32
Section 12.7	Indemnification	32
Section 12.8	Construction	32
Section 12.9	Force Majeure	32
Section 12.10	NoThird-Party Rights	32
Section 12.11	Non-agency	. 33
Section 12.12	Governing Law	. 33
Section 12.13	Counterparts	. 33
Section 12.14	Term of Contract	. 33
Section 12.15	Survival of Provisions	. 33
Section 12.16	Termination of Responsibilities	. 33
Section 12.17	Disposition of Academy Assets upon Termination or Revocation of Contract	. 33

### **Contract to Charter A School of Excellence**

Pursuant to Part GE of the Revised School Code ("Code"), being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the Oxford Community Schools Board of Education ("OCS Board") authorizes Lighthouse Connections Academy (the "Academy"), to be effective July 1, 2018, confirming the Academy's status as a school of excellence which is a cyber-school in the State of Michigan. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I DEFINITIONS

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

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) Academy Board means the Board of Directors of the Academy authorized by this Contract. Academy Board member or Academy Director means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the school of excellence application to OCS for the establishment of the Academy.
- e) **Application** means the school of excellence application and supporting documentation submitted to OCS for the establishment of the Academy.
- f) **Authorizing Resolution** means the resolution adopted by the OCS Board approving the issuing of a Contract.
- g) **Charter School** means public school academy, school of excellence or cyberschool.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definition set forth in the Code, the Terms and Conditions and the Schedules.

- j) Cyber-School means a school of excellence organized and operated under MCL 380.552 (2) that provides full-time instruction to pupils through on-line learning that may be remote from the school facility.
- k) **Department or MDE** means the Michigan Department of Education.
- I) Educational Service Provider or "ESP" means an educational management organization as defined under section 551 of the Code, MCL 380.551(2)(f), 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 OCS Charter School Office Director for review as provided in Section 11.11and has not been disapproved by the OCS Charter School Office Director, and is consistent with the Charter School Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- m) Fund Balance Deficit means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- n) Management Agreement or ESP Agreement means an agreement as defined under section 553c of the Code, MCL 380.553c(2)(c), 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 OCS Charter School Office Director for review as provided in Section 11.11 and has not been disapproved by the OCS Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- o) Master Calendar of Reporting Requirements (MCRR) means the compliance certification duties required of the Academy by the OCS Board. The OCS Board may amend the MCRR each fiscal year or at such other times as deemed appropriate by the OCS President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.

- p) Method of Selection Resolution meansthe resolution adopted by the OCSB oard providing for the method of selection, length of term, number of Academy Board members, qualification of Academy Board members and other pertinent provisions related to the Academy Board.
- q) **Resolution** means any resolution adopted by the OCS Board of Education.
- r) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- s) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the OCS Board of Education.
- CCS means Oxford Community Schools, a general powers local school district within the State of Michigan established pursuant to Public Act 451 of 1976, as amended.
- u) **OCS Board** means the Oxford Community Schools Board of Education.
- v) OCS Charter School Hearing Panel or Hearing Panel means such person(s) as designated by the OCS Superintendent.
- w) OCS Charter School Office or CSO means the office that the OCS Board, by issuance of this Contract, hereby designates as the point of contact for school of excellence applicants and schools of excellence authorized by the OCS Board. The OCS Charter School Office is also responsible for managing, implementing, and overseeing the OCS Board's responsibilities with respect to the Contract.
- CCS Charter School Office Director or CSO Director means the persondesignated by the OCS Board to administer the operations of the OCS Charter School Office, which shall be the OCS Superintendent.
- y) **OCS President** means the President of the OCS Board or his or herdesignee.

Section 1.2. <u>Schedules.</u> All Schedules to this Contract are part of this Contract.

Section 1.3. <u>Statutory Definitions.</u> Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. <u>Application.</u> The Application submitted to the OCS Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event

that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. <u>Conflicting Contract Provisions</u>. 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 Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (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 Resolution; (iii) the Terms (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; and (iv) the 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 Resolution and these Terms and Conditions.

## ARTICLE II ROLE OF OCS BOARD AS AUTHORIZING BODY

Section 2.1. <u>OCS Board Resolutions.</u> For purposes of this Contract, the OCS Board has adopted the following resolutions:

- a) <u>Method of Selection and Appointment Resolution</u>. The OCS Board has adopted the Method of Selection and Appointment Resolution which is incorporated into this Contract as part of Schedule 1. At any time and at its sole discretion, the OCS Board may amend the Method of Selection and Appointment. Upon OCS Board approval, changes to the Method of Selection and Appointment Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.
- b) <u>Authorizing Resolutions.</u> The OCS Board has adopted the Authorizing Resolution which is incorporated into this Contract as part of Schedule 1.

Section 2.2. <u>Method</u> for <u>Monitoring Academy's Compliance with Applicable Law and</u> <u>Performance of its Targeted Educational Outcomes.</u> The OCS Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the OCS Board as outlined in the Contract and MCRR incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

a) 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 provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office 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 OCS Superintendent determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the OCS Superintendent, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the OCS Superintendent. The Academy shall pay for the expense of the evaluation. In addition, at any time, the OCS Superintendent may require an evaluation of student performance to be selected by and at the expense of the OCS. The Academy shall cooperate with the evaluation, including any student testing required.
- c) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the OCS Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the OCS Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- d) The Academy shall provide the OCS Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1<sup>st</sup>. 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 OCS Charter Schools Office following Academy Board approval.
- e) The Academy shall provide to the OCS Charter Schools Office minutes of all Academy Board meetings no later than five (S) days after the approval of such meeting minutes.
- f) Within ten (10} days of receipt, the Academy shall notify the OCS Charter Schools
   Office of correspondence received from the Department of Education or State
   Board of Education that requires a written or formal response.

- g) Within ten {10) days of receipt, the Academy shall report to the OCS Charter Schools Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- h) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of OCS. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.

Section 2.3. <u>OCS Board Administrative Fee</u>. During the term of this Contract, the Academy shall pay the OCS Board an administrative fee of 3% of the state school aid payments received by the Academy. This fee shall be retained by the OCS Board from each state school aid payment received by the OCS Board for forwarding to the Academy. This fee shall compensate the OCS Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. <u>OCS Board as Fiscal Agent for the Academy.</u> The OCS Board is the fiscal agent for the Academy. The OCS Board shall, within three {3} business days, forward to the Academy all state school aid funds or other public or private funds received by the OCS Board for the benefit of the Academy. The OCS Board shall retain any amount owed to the OCS Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the OCS Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. <u>Authorization of Employment</u>. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the OCS Charter School Office for review. The OCS Charter School Office 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 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibilityto (i) select and engage employees; (ii) paytheir wages; (iii) dismiss employees; and (iv) control the employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of OCS for any purpose. 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 worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. <u>Financial Obligations of the Academy are Separate from the State of</u> <u>Michigan, OCS Board and OCS</u>. 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 OCS Board, or OCS. 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 OCS Board or OCS shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. <u>Academy Has No Power to Obligate or Bind State of Michigan, OCS or the</u> <u>OCS Board</u>. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, the OCS Board or OCS, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the. State of Michigan, the OCS Board or OCS in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the OCS Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the OCS Board. Prior to the end of the Contract term, the OCS Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the OCS Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the OCS Board, at its sole discretion, may change its process and standards for issuance of a contract at any time, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the OCS Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy andissue a contract for a fixed term.

### ARTICLE III REQUIREMENT THAT ACADEMY ACT SOLELY ASGOVERNMENTAL AGENCY ORENTITY ANDPOLITICAL SUBDIVISION

Section 3.1. <u>Governmental Agency or Entity and Political Subdivision.</u> The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. <u>Other Permitted Activities.</u> 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. Subject to Section 2.S and Section 6.IS of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

#### ARTICLE IV PURPOSE

Section 4.1. <u>Academy's Purpose</u>. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent change to a School's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

### ARTICLEV

### CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. <u>Articles of Incorporation</u>. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the OCS Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. <u>Bylaws</u>. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the OCS Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

### ARTICLE VI OPERATING REQUIREMENTS

Section 6.1. <u>Governance Structure</u>. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth

in its Bylaws. The Academy's Board of Directors shall meet at least sixtimes per fiscal year, unless another schedule is mutually agreed upon by the OCS Superintendent and the Academy.

Section 6.2. <u>Contributions and Fund Raising</u>. 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 OCS. OCS shall not be required to receive any contributions or donations for the benefit of the Academy. If OCS receives contributions or donations for the benefit of the Academy. If OCS receives contributions or donations for the benefit of the Academy such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. The goals shall require demonstrated improved pupil academic achievement for all groups of pupils. Upon request, the Academy shall provide the OCS Charter School Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s). The Academy shall document experience in delivering a quality education program that improves pupil academic achievement following 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. Such documentation is included in Schedule 7-2.

Section 6.4. <u>Curriculum</u>. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment test.

Section 6.5. <u>Methods of Accountability</u>. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan state standardized assessment designated under the Code. The Academy shall provide the OCS Charter School Office with copies of reports, assessments and test results, to the extent permitted by law, including without limitation the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g; 34 CFR Part 99, concerning the following:

a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the OCS CharterSchools Office;

- an assessment of the Academy's student performance at the end of each academic school year or at such other times as the OCS Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the OCS Charter School Office Director or OCS Superintendent; and
- e) all tests required under Applicable Law.

The OCS Board may use such reports, assessments and test results in making its decision to suspend, terminate, not issue a new contract at the end of the Contract or revoke the Contract.

Section 6.6. <u>Staff Responsibilities</u>. Subject to Section 2.5 of Article II of the Terms and Conditions, the OCS Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the Management Agreement shall be included in the Schedules. A teacher who holds appropriate certification according to state board rules will be responsible for all of the following for each course in which a pupil is enrolled:

- a) 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 6.7. <u>Admission Policy. Conditions, and Limits</u>. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law, including reporting requirements of the Department in the form and manner prescribed. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the OCS Charter School Office that demonstrates the following:

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

c) each pupil's family has been offered a computer and a subsidy for the cost of internet access.

The Academy Board shall ensure that, when the 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 just the pupil.

The Academy Board will abide by enrollment limits for Cyber Schools established in the Code or by the Department, including maximum enrollment limitations based on years of operation. Cyber Schoolsmaynotenrollanynewpupilsinthe Cyber Schoolinaschoolyearthatbeginsafter 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 2% of the combined total statewide final audited membership for all pupils in membership for all pupils in publicschools for the 2011-2012 State Fiscal Year.

Section 6.8. <u>School Calendar/School Day Schedule.</u> The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the OCS Charter School Office a copy of the School Calendar/School Day Schedule for each site for each academic school year no later than July 1<sup>'1</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions. Cyber Schools will make educational services available for a minimum of 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 schoolyear.

Section 6.9. <u>Age/Grade Range of Pupils Enrolled</u>. The Academy is authorized to operate grades K-12. The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. <u>Annual Financial Audit.</u> The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter School Office in accordance with the MCRR. The Academy Board shall provide to the CSO a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. <u>Address and Description of Proposed Site(s)</u>: <u>Process for Expanding</u> <u>Academy's Site Operations.</u> The proposed address and physical plant description of the Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and OCS Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this contract by amendment. With the approval of the OCS Board, the Academy Board may operate the same configuration of age or grade levels at more than one(1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the OCS Charter School Office an application for site expansion, in a form or manner determined by the OCS Charter School Office an application for site expansion, in a form or manner determined by the CSO. The application for site expansion shall include all information requested by the CSO, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedule 7-8. Upon receipt of a complete application for site expansion, the OCS Charter School Office shall review the application for site expansion and make a recommendation to the OCS Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO of the application for site expansion shall include a determination that the Academy is operating in compliance with the contract and is making measurable progress toward meeting the Academy's educational goals. The OCS Board may consider the Academy Board's site expansion request following submission by the CSO of a positive recommendation.

If the OCS Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The OCS Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. <u>Accounting Standards.</u> The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. <u>Disqualified Organizational or Contractual Affiliations.</u> The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.14. <u>Matriculation Agreements.</u> Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the OCS Charter School Office for review. Any matriculation agreement entered into by the Academy shall be added as Schedule 7-9 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 that matriculation agreement.

Section 6.15. <u>Postings of Accreditation Status</u>. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school in accordance with section 1280e of the Code, MCL 380.1280e.

### ARTICLE VII TUITION PROHIBITED

Section 7.1. <u>Tuition Prohibited: Fees and Expenses</u>. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited bylaw.

#### ARTICLE VIII COMPLIANCE WITH PART 6e OF THE CODE AND OTHER LAWS

Section 8.1. <u>Compliance with Part Ge of the Code</u>. The Academy shall comply with Part Ge and other parts of the Code that apply to Schools of Excellence. With the exception of Part Ga of the Code, the Academy shall comply with other provisions of the Code applicable to public school academies.

Section 8.2. <u>Compliance with State School Aid Act.</u> 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 as consistent with the purposes for which the funds were appropriated.

Section 8.3. <u>Open Meetings Act.</u> Pursuant to Section 553(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261to 15.275 of the Michigan Compiled Laws.

Section 8.4. <u>Freedom of Information Act.</u> 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, as amended, being Sections 15.231to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. <u>Public Employees Relation Act.</u> Pursuant to Section 553(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. <u>Prevailing Wage on State Contracts</u>. Pursuant to Section 553{6}{d} of the Code, the Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

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

Section 8.8. <u>Revised Municipal Finance Act of 2001</u>. With respect to the Academy's borrowing money and issuance of bonds, 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, 2001PA 34, MCL 141.2101 to 141.2821.

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

Section 8.10. <u>Other State Laws</u>. The Academy shall comply with other state laws which are applicable to schools of excellence. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. <u>Federal Laws</u>. The Academy shall comply with federal laws which are applicable to schools of excellence. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

#### ARTICLE IX AMENDMENT

Section 9.1. <u>Process for Amending the Contract</u>.. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the OCS Board delegates to OCS Superintendent the authority to review and approve any changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective Boards or their authorized designees.

Section 9.2. <u>Process for Amending Academy Articles of Incorporation</u>. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon a majority vote of the OCS Board members attending a OCS Board meeting. Upon OCS Board approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the OCS Charter School Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the OCS Charter School Office. If OCS 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. If the change is requested by the OCS Boards, OCS shall reimburse the Academy for the filing fees.

Section 9.3. <u>Process for Amending Academy Bylaws</u>. The Academy Board shall submit proposed Bylaw changes to the OCS Charter School Office, 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. If at any time OCS identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, 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 3 of the Contract upon receipt by the OCS Charter School Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. <u>Change in Existing Law</u>. 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 OCS 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 obl\_igations of the Academy and the OCS Board shall conform to and be carried out in accordance with the change in Applicable Law.

### ARTICLEX

### TERMINATION, REVOCATION, AND APPOINTMENT OF RECEIVER

Section 10.1. <u>Termination by OCS Board</u>. The OCS Board may terminate this Contract before the end of the Contract Term as follows:

- a) <u>Termination Caused by Change in Applicable Law</u>. Following issuance of this Contract, if there is a change in Applicable Law that the OCS Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the OCS Board to make changes in the Contract that are not in the best interest of the OCS Board or OCS, then the OCS Board may terminate the Contract at the end of the Academy's school fiscal year in which the OCS Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:
  - the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or
  - ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.
- b) <u>Termination Caused by Failure to Secure a Facility</u>. If the OCS 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 6.11, 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 OCS Board may terminate this Contract as of the last day the Academy has occupancy rights to its existing facility. Prior to termination, the OCS 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.

c) <u>Automatic Termination Caused By Placement of Academy in StateSchool Reform</u> <u>/Redesign School District</u>. 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 OCS Board may terminate this Contract at the end of the current school year.

Section 10.2. <u>Statutory Grounds for Revocation</u>. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.6, this Contract may also be revoked by the OCS Board upon a determination by the OCS Board, pursuant to the procedures set forth in Section 10.4, that one or more 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 for th 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 10.3. <u>Other Grounds for Revocation</u>. In addition to the statutory grounds for revocation set forth in Section 10.2 and the grounds for an automatic revocation of the Contract set forth in Section 10.6, the OCS Board may revoke this Contract, pursuant to the procedures set forth in Section 10.4, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund BalanceDeficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy;
- 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 OCS Board approval;
- e) The OCS Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;

- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the OCS Board in connection with the OCS Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the OCS Board; or
- h) The OCS 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 11.11 of the Terms and Conditions.

Section 10.4. <u>OCS Board Procedures for Revoking Contract.</u> The OCS Board's process for revoking the Contract is as follows:

- a) <u>Notice of Intent to Revoke</u>. The CSO Director (who shall be the OCS Superintendent), 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) <u>Academy Board's Response</u>. 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 CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director or OCS Superintendent prior to a review of the Academy Board's response.
- c) <u>Plan of Correction.</u> Within fifteen {15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is

sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO 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 CSO 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 CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction Shall Include Conditions to Satisfy OCS Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director shall reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) cancellation of a contract with an Educational Service Provide ; (ii) removal of 1 or more members of the Academy Board members; (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 Provide; or (iv) the appointment of a new Academy Board of Directors or a receiver to take over operations of the Academy.
- e) <u>Request for Revocation Hearing</u>. The CSO Director may initiate a revocation hearing before the OCS Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
  - the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.4(b);
  - ii) the Academy Board's response to the Notice of Intent to Revoke is nonresponsive;
  - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be

remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;

- iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
- v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.4(c);
- vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
- vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO 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.

f) Hearing before OCS Charter School 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 OCS 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 CSO Director for Contract revocation, and to make a recommendation to the OCS Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between OCS and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO 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 OCS Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the

OCS Charter School Office and the Academy Board at the same time that the recommendation is sent to the OCS Board.

- g) <u>OCS Board Decision</u>. If the Hearing Panel's recommendation is submitted to the OCS Board at least fourteen (14) days before the OCS Board's next regular meeting, the OCS Board shall consider the Hearing Panel's recommendation at its next regular meeting and *vote* on whether to revoke the Contract. The OCS Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The OCS Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The OCS 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 OCS Board's decision shall be provided to the OCS Charter School Office, the Academy Board and the Michigan Department of Education.
- h) <u>Effective Date of Revocation.</u> If the OCS Board *votes* to revoke the Contract, the revocation shall be effective on the date of the OCS Board's act of revocation, or at a later date as determined by the OCS Board, but no later than the last day of the Academy's current academic year.
- i) <u>Disposition of State School Aid Funds</u>. Notwithstanding any other provision of the Contract, any state school aid funds received by the OCS Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the OCS Board to revoke the Contract, may be held by the OCS Board and returned to the Michigan Department of Treasury. Provided, however, that the OCS 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.
- j) <u>Disposition of District Code Number</u>. 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 OCS 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 10.5. <u>Appointment of Receiver</u>. Notwithstanding any other provision of the Contract, when the OCS Board determines that conditions or circumstances exist to lead the OCS Board to believe that the health, safety, educational or economic interest of the Academy or its

students is at risk, the OCS Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.4.

- a) OCS Superintendent Action. If the OCS Superintendent 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; or (iii) has willfully or intentionally violated this Contract or Applicable Law, the OCS Superintendent may immediately appoint a receiver to act in the place of the Academy Board and/or its Educational Service Provider until the revocation proceedings set forth in Section 10.4 are completed. Unless otherwise specified in the appointment and intent to revoke notice, the receiver shall have full decision-making authority at the Academy on the date on which the appointment and intent to revoke notice is issued. A copy of the notice, setting forth the grounds for the appointment of a receiver and for revocation, 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 10.4 shall be expedited as much aspossible.
- b) <u>Receiver Authority.</u> A receiver appointed by the 0CS Board shall manage the day to day operations of the Academy in place of the Academy Board and/or its Educational Service Provider. A receiver appointed by the OCS Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. If this section has been implemented and the Hearing Panel under Section 10.4 determines the revocation to be appropriate, the revocation shall become effective immediately upon the OCS Board's decision.
- c) <u>Academy Board Suspension.</u> Upon the appointment of a receiver, the OCS Board has the sole discretion either to: i) terminate appointments of Academy Board members and reconstitute the Academy Board or ii) suspend the appointment and term of office for each Academy Board member pending completion of the procedures set forth in Section 10.4.
- d) <u>Plan of Correction.</u> The receiver shall take the place of the Academy Board for purposes of formulating a Plan of Correction under Section 10.4(c). The Notice of Intent to Revoke shall be withdrawn if the CSO 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 receiver and the Board has determined to endthe Academy Board suspension;

or (iii) a reconstituted Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal. It is in the OCS Board's sole discretion how long the receiver shall retain authority over the Academy.

e) Immediate Revocation Proceeding for Failure to Cooperate. If the Academy Board or its Educational Service Provider, after receiving an Appointment and Intent to Revoke Notice from the OCS Superintendent refuses to cooperate with the receiver, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.4(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the OCS Charter Schools Office and the Academy Board at least five (5) days before the hearing.

Section 10.6. <u>Automatic Revocation by Stateof Michigan</u>. If the OCS Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part Ge (Section 561 (5)) of the Code ("State's Automatic Closure Notice"), then this Contract shall be automatically revoked at the end of the current school year in which the notice is received without any further action of the OCS Board or the Academy. The OCS Board's revocation procedures set forth in Section 10.4 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the OCS 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 wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.7. <u>Material Breach of Contract</u>. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform / Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the OCS Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the OCS Charter Schools

Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.7 shall not in any way limit the rights of the OCS Board to terminate, suspend or revoke this Contract.

### ARTICLE XI PROVISIONS RELATING TOPUBLIC SCHOOL ACADEMIES

Section 11.1. <u>OCS Faculty Employment in the Academy.</u> Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use OCS faculty as teachers in any grade.

Section 11.2. <u>The Academy Faculty Appointment to OCS Faculty</u>. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the OCS faculty.

Section 11.3. <u>Student Conduct and Discipline</u>. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. <u>Insurance</u>. The Academy shall secure and maintain at all times the following insurance coverage:

- a) Property insurance covering all of the Academy's real and personal property, whether owned or leased;
- b) General Liability with a minimum limit of one million dollars (\$1,000,000) per occurrence and two milliondollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability {Owned and Non-Owned) with a minimum limit of one million dollars (\$1,000,000) {Occurrence Form};
- Workers' Compensation or Workers' Compensation without employees "if any" insurance (statutory limits) and Employers' Liability insurance with a minimum limit of five hundred thousand dollars (\$500,000);
- e) School Leaders Errors & Omissions Liability insurance with a minimum limit of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum limit of five hundred thousand dollars (\$500,000); and

- g) Employment Practices Liability insurance with a minimum limit of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- b) Directors & Officers insurance with a minimum limit of one million dollars (\$1,000,000) per claim.

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.

The Academy shall list the OCS Board and OCS on the insurance policies as an additional insured on insurance coverage listed in (b), (c), and (e) above. The Academy shall have a provision included in policies listed in (a), (b), (c), (e), (f), and (g) above requiring notice to OCS, at least thirty (30) days in advance, upon cancellation or non-renewal of the policy. In addition, the Academy shall provide the OCS Superintendent copies of all insurance certificates required by this Contract. 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 minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the OCS's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for OCS to maintain insurance coverage for authorization and oversight of the Academy. In the event that the OCS's insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the OCS's insurance carrier as soon as reasonably practicable after notice of the insurance coverage change.

Section 11.5. <u>Transportation</u>. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, 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. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. <u>Extracurricular Activities</u> and 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 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the full faith and credit of OCS or to enter into a contract that would bind OCS. The Academy also is limited in its authority to contract by the amount offunds 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 OCS Board, OCS, or any of its officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. OCS does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the OCS Board, OCS or any of its employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the OCS Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. <u>Occupancy and Safety Certificates.</u> The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. <u>Deposit of Public Funds by the Academy.</u> The Academy Board agrees to comply with Section 1221of the Revised School Code, being MCL380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within five (S) business days after receipt of the funds by the Academy.

Section 11.11. <u>Management Agreements.</u> 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. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the OCS Charter School Office in a form or manner consistent with the ESP policies of the OCS Charter School Office, which are incorporated into

Section 11.12. <u>Required Provisions for Educational Service Provider Agreements.</u> Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of OCS. The parties acknowledge and agree that the OCS Board of Trustees, OCS and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless the OCS Board of Trustees, OCS 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 OCS, which arise out of or are in any manner connected with OCS Board's approval of the Application, the OCS Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by OCS and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by OCS Board of Trustees. The parties expressly acknowledge and agree that OCS and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

<u>"Revocation or Termination of Contract</u>. If the Academy's Contract issued by the OCS Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further action of the parties."

<u>"Compliance with Academy's Contract</u>. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the OCS Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

<u>"Compliance with Section 553c</u>. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which information is available. Within thirty (30) days of receipt of this information, the <u>Academy Board</u> shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

Section 11.13. <u>Incompatible Public Offices and Conflicts of Interest Statutes</u>. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, Act No. 371of the Public Acts of 1968, being MCL 15.321to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed 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 OCS employee, or paid consultant, as a representative of OCS.

Section 11.14. <u>Certain Familial Relationships Prohibited.</u> The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughterin-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- i) is employed by the Academy;
- ii) works or is assigned to the Academy;
- iii) has an ownership, officer, policymaking, managerial, administrative, non-clerical. -Or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. <u>Dual Employment Positions Prohibited</u>. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. <u>Oath of Public Office</u>. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the OCS Charter School Office.

Section 11.17. Information Available to the Public and OCS.

- a) <u>Information to be Provided by the Academy.</u> 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 OCS in the same manner and to the same extent as is required for public schools and school districts.
- b) <u>Information to be Provided by Educational Service Providers</u>. 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).

#### ARTICLE XII GENERALTERMS

Section 12.1. <u>Notices</u>. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) 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 OCS Board: Board of Education

Oxford Community Schools 10 N. Washington Avenue Oxford, MI 48371

If to <u>the Academy:</u> Lighthouse Connections Academy 10N.Washington Avenue;Room13B Oxford, MI 48371

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

Section 12.3. <u>Successors and Assigns.</u> 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. <u>Entire Contract</u>. This Contract sets forth the entire agreement between the OCS Board and the Academy Board 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.

Section 12.6. <u>Non-Waiver</u>. 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. <u>Indemnification</u>. As a condition to receiving a grant of authority from the OCS Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold harmless the OCS Board, OCS and its members, officers, employees, agents or representatives from and against all claims, demands, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), settlement and prosecution

imposed upon or incurred by OCS, and not caused by the sole or gross negligence of OCS, which arise out of or are in any manner connected with the OCS Board's receipt, consideration or approval of the Application, the OCS Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6E of the Code or actions taken \_\_b\_y\_the\_QCS\_ Board as an authorizing body under Part 6E of the Code, the OCS Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the OCS Board, OCS and its members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to comply with the Contract or Applicable Law. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. <u>Construction</u>. 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 12.9. <u>Force Majeure</u>. 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 12.10. <u>No Third-Party Rights</u>. This Contract is made for the sole benefit of the Academy and OCS. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

Section 12.11. <u>Non-agency.</u> It is understood that the Academy is not the agent of OCS.

Section 12.12. <u>Governing Law</u>. 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 12.13. <u>Counterparts.</u> 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 12.14. <u>Term of Contract.</u> This Contract shall commence on July 1, 2018 and shall remain in full force and effect for five (5) years until June 30, 2023, unless terminated sooner according to the terms hereof.

31

Section 12.IS. <u>Survival of Provisions.</u> The terms, prov1s1ons, and representations contained in Section 11.4, Section 11.7, Section 11.11 and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. <u>Termination of Responsibilities</u>. Upon termination or revocation of this Contract, the OCS 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 OCS 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.

Section 12.17. <u>Disposition of Academy Assets upon Termination or Revocation of</u> <u>Contract</u>. 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. As the designated representative of the OCS Board, I hereby issue this Contract to the Academy on the date set forthherein.

i

OXFORD COMMUNITY SCHOOLS

 $\mathbf{B}\mathbf{y}$ :

Date: March*E..*,2018

President, Board of Education

As theauthorized representative of the Academy, I hereby certify that the Academy isable *t*Q comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the Terms and Conditions of this Contract.

Lighthouse Connections Academy

'=-.tBy: Title: President, Board of Directors

Date: fvllarch17 2018

## SCHEDULE 1

## OCS BOARD RESOLUTIONS APPROVING CHARTER SCHOOL CONTRACT

AND

## ESTABLISHING METHOD AND SELECTION OF ACADEMY DIRECTORS

#### **SCHEDULE!**

#### **CERTIFIED COPY**

#### OF

#### **RESOLUTIONS ADOPTEDBY**

#### THE BOARD OF TRUSTEES

#### OF

#### **OXFORD COMMUNITY SCHOOLS**

#### **ON MARCH 13, 2018**

#### To Approve the Issuance of a Charter School Contract to Lighthouse Connections Academy to Operate as a 6E School of Excellence which is a Cyber-Charter School And To Approve the Method of Selection and Appointment of Directors of Lighthouse Connections Academy

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enac!Ing Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the OXFORD COMMUNITY SCHOOLS ("OCS") Board of Trustees (the "Board of Trustees"), as the governing body of a Michigan public school district, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the OCS Board of Trustees has indicated its interest in accepting applications for organizing a 6E cyber-charter school or public school academy and having reviewed the only formal application which has been received; and

WHEREAS, the OCS Board of Trustees, having determined that the applicant has demonstrated that the educational program to be offered will meet the nationally accepted standards for quality online learning in accordance with the requirements established by the Michigan Legislature, and specifically those standards established by the International Association for K-12 Online Learning ("iNACOL").

#### NOW, THEREFORE, BE IT RESOLVED:

- I. That the application for Lighthouse Connections Academy ("Academy"), with offices at 10 N. Washington Avenue, Oxford, Michigan 48371, submitted under section 553 of the Revised School Code, meets the OCS Board of Trustees' requirements and the requirements of applicable law, and is therefore approved.
- 2. That the Board of Trustees establishes the method. of selection, length of term and number of members of the Academy's Board of Directors as follows:
  - a. <u>Initial Academy Board Member Nominations and Appointments:</u> As part of the public school academy application, the public school academy applicant shall propose to the Director of the OCS Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the OCS Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the OCS Charter Schools Office.
  - b. Subsequent Academy Board Member Nominations and Appointments: Except as provide in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may of may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
  - c. <u>Exigent Appointments:</u> When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with OCS Superintendent approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when an Academy Board cannot reach a quorum, when the Board of Trustees determine that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board form taking action without suchappointment.
- 3. <u>Qualifications of Academy Board Members:</u> To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the OCS Charter Schools Office including, but not limited to, an OCS

Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (t) not be an employee or representative ofOCS or be a member of the OCS Board ofTrustees.

- 4. <u>Oath/Acceptance of OfficeNoting Rights:</u> Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official ornotary public.
- 5. <u>Length of Term: Removal:</u> An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the fmal year of service, unless shorter due to other provisions of this resolution. 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 term of service of another Academy Board member, their service ends at the end of the previous Academy's Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees 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 be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

- 6. <u>Resignations:</u> A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director 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 Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
- 7. <u>Vacancy:</u> An Academy Board position shall be considered vacant when an Academy Board member:
  - a. Resigns
  - b. Dies
  - c. Is removed from Office
  - d. Is convicted of a felony
  - e. Ceases to be qualified
  - f. Is incapacitated
- 8. <u>Filling a Vacancy:</u> The Academy Board may nominate, and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
- 9. <u>Number of Academy Board Member Positions</u>: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

Number of Academy	Number for Quorum
<b>Board Positions</b>	
Five (5)	Three (3)
Seven (7)	Four(4)
Nine (9)	Five (5)

IO. <u>Manner of Acting</u>: The Academy Board shall be considered to have "acted" when a duly called meeting of the Academy Board has a quorum physically present or participating electronically and the number of board members voting in favor of an action is as follows:

Number of Academy	Number for Quorum	Number Required to Act
<b>Board Positions</b>		
Five (5)	Three (3)	Three (3)
Seven (7)	Four(4)	Four (4)
Nine (9)	Five (5)	Five (5)

11. <u>Initial Members of the Board of Directors:</u> The OCS Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

I-year term expiring June 30, 2019:	Lynn Aranoff
2- year term expiring June 30,2020:	Jana Gregg
3- year term expiring June 30,2021:	Kerry Rice Elizabeth Roe

- 12. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the OCS Superintendent or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the OCS Superintendent or designee affITIIIs that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
- 13. Within ten days after the Board of Trustees executes and issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, OCS, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 13<sup>th</sup> day of March, 2018.

Nandus Au

Secretary Board of Trustees OXFORD COMMUNITY SCHOOLS

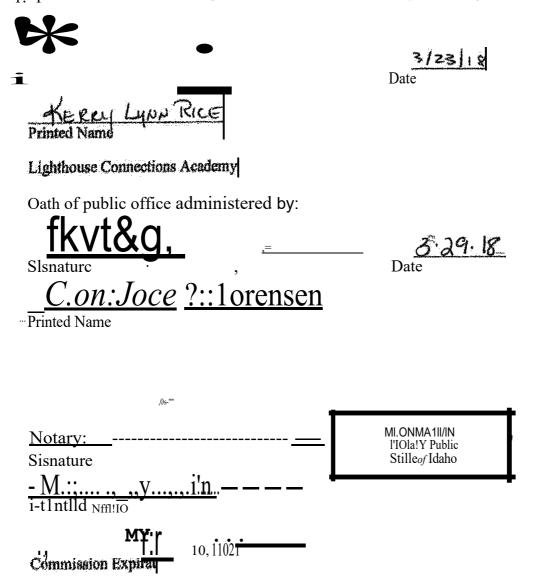
## SCHEDULE 1

## ACADEMY BOARD MEMBER OATH OF OFFICE CERTIFICATES

#### **CONSTITUTIONAL OATH OF PUBLIC OFFICE**

STATEOFMICHIGAN} COUNTY OF OAKLAND} -

"Idosolmnnlyswear (or nffu:m) that I will support the Constitution of this State, and that I will faithfully discharge the duties of the office of a member . of the Board of Directom for Lighthouse Connections Academy according to the 0091 of my support of the the other state of the other stateo



## CONSTITUTIONAL OATH OF PVBLIC OFFICE

## STATE O!; MICHIGAN) COUNTY OF OAKLAND}

"I do solemply swear (or affirm) that I will support the Constitution of the United States and the Constitution of this State, and that I will faithfully discharge the duties of the office of a member of the Board of Directors for Lighthouse Connections Academy according to the best of my ability."

	-4-	<u>32318</u> Date
Signature /	A 1	
Lynn Hrans	here and the second	
Printed Name		
Lighthouse Connections Academy		
of public administered	by:	
		3.29.18
Sig!'ll!lure		Date
<u>Coociocc</u> <u>rff</u> inse0,		
Primed Nrune		
Notary: MM	-lad ania	
	3103009	
Signature '	MEGAN I	* <b>**72</b> 23
Megan Car	WOTARY PUBLIC COUNTY OF	STATE OF MI
Printed Name	MY COMMISSION ED ACTING IN GOUNTY OF	PTPES Mar 27 2018
Maron 21, 2019	BCIBRER AVSING LA	
Commission Expiration		

#### **CONSTITUTIONAL OATH OF PUBLIC OFFICE**

#### \_STf\TE OF MICHIGAN} COUNTY OF OAKLAND}

"I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of this State, and that I will faithfully discharge the duties of the office of a member of the Board of Directors for Lighthouse Connections Academy according to the best ofmy ability."

<u>3{</u> i9 { 2ot? Date read Ň Printed Name

Lighthouse Connections Academy

Oath of public office administered by <u>3-19-2018</u> Date Signature REND Printed Name

Notary: an

Signature

Printed Name

()-77-

**Commission Expiration** 

#### **CONSTITUTIONAL OATH O:F I'UBLIC OFJ!1CE**

#### STATE OF i'vIICHIGAN} COUNTY OF OAKLAND}

"I dosnl<,mnly swear (oraffirm) that! will support the Constitution of the UnitL'li Stares and the Constitu'tlpn ofthisState, and that l will faithfully discharge the duties of the office of a member qfthe Board of Directors for Lighthouse Connecti, ms Academy according to the best r, fmy ability."

lenature

<u>3-26-18</u> <u>Dare</u>

Lighthouse Commctlons Academy

Oath of public oflice admittislllred by:

'1.i,..ru1,&:'. Signattn·e

Candace Sorensen

<u>3.29.18</u> Date

Printed Name

<u>17JJJ</u>

Signature

r1'.J"'&kPk <u>Ch.<l':>t,Mt</u>

Printed Name

Comn1bsion ll11piration

Christina Lee Murdock Notary Public - State of Michigan County of Oaklan My Commission Expires

## SCHEDULE 1

## ACADEMY BOARD MEMBER APPLICATIONS

# Oxford Community Schools

Application for Appointment to the Board of a Public School Academy

# **Personal Information**

I hereby request appointment to th	e board of the following publ	ic school academy:
Lighthouse Connections Academy		
Full Name (include middle name):	.;_{;:w <i>fn,1-[_</i> . <i>t-e,'</i> ?	3/,, /a,e_,,
Street A<)dress:		
Employer'sName: <b>ff</b> 1 <b>fuL</b>		
Employer's Address: ""'IU OK.		
County: <u>/YIf'.u,,J;</u>	Position: <b>Fa</b> ,	
HomeTelephone	Fax:	
Work Telephone:	<u>C•I</u> IPhone:	
Spouse's Ful1 Name:		
Doyourchildren attendthisacademy	? <u>(Y'O</u> If so, list their ages:	
$\cdots$ Please check ( ) yoµr highest education	ation level:	
High School/GED	Associate'sDegree	BA or BS Degree
	Doctoral or Professional Degr	ree
Trade/BusinessSchool	Other	
Please checkeacharea of exMrtise you	wouldcontribute to the Board:	·mt12
Fund Raising	Education Law	<u><b>F</b>'1111U'. ( .</u>
Marketing (farental Involveme9	Human resources Others(PleaseSpecify)	PiiliTicltef: tons
	,6	
Will you be able to attend-regul	arly scheduled Board meeti	ngs? or No

## Public School Ac11demy Bo11rd Qu111ific11tions Guide

Instructions: Use a separate sheet of paper to explain your experience in the following categories.

- --Government. Experience in local, state or federal governmental agencies d . . departments, including advisory,.consultative, honorary and any other service positmns. Include dates of service.
- Elected Public Office. Include dates of service.
- Honors and Awards. Include scholarships, fellowships, honorary degrees, honorary society memberships and recognition for outstanding service or hievements.
- Employment Experience. Include job.and career information.
- Professional Licenses and Certifications. List complete titles and license numbers.
- Volunteer Experience. Include work done and leadership positions.
- Miscellaneous. Explain anyadditional points, including special skills that qualify you for the position.
- References. If youareapplyingforyourfirstterm asamemberofthisboard,list three(3) individuals who would be willing totalk with Oxford Community Schools regarding your qualifications. Include their names, addresses, business and home telephone numbers and their relationship to you.

## **Relationship to the Public School Academy**

Instructions: If youanswer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

- I. Do or ou or your spouse have any contractual agreements with the academy? Yeso
- 2. Do or will you, your spouse, or any member of your immediate family have any own\_ersh\_ip interest in anagement company or any -other company contracting with theacademy? Yes o
- 3. Didorwillyou or yourspouse lease or sell property to the academy? yes
- 4. Did or w\_ill you or your spouse sell a -supplies, materials, equipment or other personal property to the academy? Yes o
- 5. Have y your spouse guaranteed any loans for the academy or loaned it money? Yeso
- 6. Areorwillyou, yourspouse or any member of your immediate family or household employ \$\varphi\$-h!'...the, academy management company or its other service providers? Yesor
- 7. D'.d you oryourspouse provide any start-up funds toth academy? Yes o®
- 8. 1d or do?"'ou or yo r pouse, ?r other mem r of your immediate family have ownership mterest, directly.or mdirectly, many corporatton, partnership, association or other entity which would answer "yes" to any of the questions 1-7? Yes or

## **Ethical Issues**

Instructions: lfyouanswer "yes"toeitherofthefollowingquestions, pleaseprovide an explanation on aseparate sheet of paper.

#### Citations

Have you ever been cited for abreach of ethics for unprofessional conduct or been named in acom.p.l.aint .a. court, administrative agency, professional ... association, disciplinary committee or other professional group? Yes or

#### Agency Proceedings/Civil Litlgatlo11

Are you presently or have you ever been involved inadministrat ency proceedings orcivil litigation during the past five years? Yes

Hasany business involvingyou, yourspouse, closefamilymemberorclose business associates been part of any administrative agency .eedings or litigation relevant to the board member position? Yes o

## **Criminal Background Cheek**

Public School Academy Board members are public officials appointed by the Oxford Community Schools Board of Education. The Board of Education requires a personal background check, including acrimina. I record verification, for each nominee.

Instructions

Complete this section by placing your initials in the space beside option I, 2, and/or 3. If you initial option 2 or 3, please provide the requested details.



I have not been convicted of any crimes nor have I pied guilty or nolo c.ontendere (no contest) to anycrimes.

• 2. I currently am charged with one or more crimes. (On aseparate sheet of paper, specify what the charges are and which courts are involved.)

\_3. Ihavebeen convicted of or Ihave pied guilty or no locontendere to one or more crimes, (On a separate sheet of paper, specify what the charges were and which courts were involved.)

- 9. Does any other board, group or corporation believe it has ari ht to control or have T, into votesyouwill castasamember of the public school academy board? Yes ore)
- 10. Do you currently serve as **a**. ber of the board of any public school district or public school academy? Yes or **J**\!.**S**)
- -11. Doyou currently serveasa publicofficial? Yes o
- 12. To the best of your knowledge, are the resituations not described above which may give the appearan 9e of conflict of interest between you and the academy, or which would make it difficu. It. for you to discharge your duties o reise your judgment independently on behalf of the academy? Yes o

I understand that:

Oxford Community Sc; hools may request a criminal records check on **D**: **Ie** from locid, <sup>sta</sup>te, or federal law enforcement agencies. Until that report is received and reviewed by Oxford Community Schools, mynomination forappointment will notb pocessed. If thereport received from the local state or federal law enforcement agencies 1 snotthes ameasmy representation(sJabov:or allilched hereto respecting the absence of any conviction(s) or any crimes of which I have been convicted, my nomination for appointment is oided at the sole discretion of the Oxford Community Schools Board of Education or its lange.

Stath from 3-8-18

Public School Academy Bo11rd Application Veritlcation 11nd Consent

My signature below verifies that all information provided in this application is true and complete.

Iconsenttothereleaseofinformation concerning myabilityandfitnessbymyemployer(s), schools, lawenforcement agencies and any other individuals and organizations, subject to any restrictions that I have included, to Oxford Community Schools, its Superintendent'sOffice and the schoolslegal counsel. Ispecifically authorize Oxford Comm 1 mity Schools to doa criminal background check on mewith the applicable local, state and federal lawenforcement agencies.

I recognize that-all information submitted with this application or gathered by Oxford Community Schoolsas a result of this application becomes a matter of public record, subject by lawto disclosure µpon request to merrt bets of the general public. I will hold Oxford Community Schools, its Board of Education, officers, employees, or authorized agents harmless from liability for the disclosure of any information it reasonably believes is true based upon my representations or resulting from this application process. I understand that Oxford Community Schools is under no obligation to appoint me or any nominee to the public school academy board.

Elitater Lev

Date

#### Elizabeth L.Roe



#### **Career Qbjective**

--A twenty-year veteranofthegovernment/nonprofitsector seeking opportunities to showcase mytalent and skills in the area of communication and community engagement.

#### **Work Experience**

Founder, Lil Roe Solutions

#### April 2017-present

In April 2017, I launched a consulting firm specializing in assisting nonprofit organizations and faith-based organizations in the areas of communications, development and mission advancement. My current clients Include:

- American Academy of Physician Assistant (Alexandria, Virginia)
- Lutheran Special Education Ministries (Farmington Hills, Michigan)
- Todd Martin Youth Leadership (Lansing, Michigan)
- New Day Foundation for Families (Rochester, Michigan)

#### OL!freach and Engagement Coordinator April 2016-Aprt/ 2016

#### Lutheran Special Edu<1,a/ion Ministries

In April 2016, Irequested achangeInmyposition tofocus more *on*outreach efforts tobuildministry support. Whileremaining in akey role indevelopmen!, this *role* focusedlessonlarge donor requests and national travel. Instead, I used *my* talents and skillsrelated tograntresearch and writing, networking and capacitybuilding. Icontinua towriteallministryappeals, amresponsible forcoordinating ournewsletters and am an integral pert of our internal mari<etIng team.

#### Director, Development

#### November 2014-Aprfl 2016

#### Lutheran Speela/ EducationMinistries

LutheranSpecialEducationMinistries(LSEM)IsaLutheran Church, MissouriSynod-affiliatedministry whose purpose Is to serve as a Christ,<;enterad resource that supports children with learning challenges. AsDevelopment Director, I amresponsible for executing the ministry's development program, which includesoutreach toexistingdonors, cultivating newdonors, andprovidingopportunities toeducateour supportersandthegeneralpublicaboutLSEM's mission. Asthe parentofa dyslexic childwhoisa recipient ofLSEM'sservices, Iam deeply committed tothismissionandeagerly sharethestoryof LSEM's history and mission.

Since IhavearrivedatLSEM,I haveaxtensively revieweditsctJrrentdevelopment activitie.sanddl;!fteda blueprintforMure development endeavors. Tomeetthe goalsof thisposition, I workwithboard representatives,staff, and our support network of volunteers and donors toarticulate thisplan andbring this vision to reality. I also work closely with LSEM's executive assistant to review the ministry "spublic ralations and communications efforts, as this effort is mutually related to our development efforts.

#### Director. Constituent Organization Outreach and Advocacy May 2010.October 20.14

# Assistant Din,ctor. State Advocacy lind Outmlich April 2004-May 2010

#### American Academy of Physician Assistants

The American Academy of Physician Assistants (AAPA) is the only national organization representing the over 100,000 certified physician assistants (PAs) In the United States. In myposition as director, and in myprevious position as assistant director, 1 served as the main staff contact and advisor for state ----goverr1me11n1ff 1rs Issuesi11 the North Central and south central regions of the US (19 states). I Investigated and analyzed proposed legislation, regulations and existing laws for the. Ir legal ramifications an. dpolicy Impacton physician assistant practice and patient access to care. I also provided technical assistance to AAPA's constitu 11nt chapters and individual sonstatelegislative and regulatory Issues and strategies, Including long-term and short-termstrategic planning based on their advocacy goals. Idrafted decision memoranda and ancillary documents that included white papers, statutory and regulatory summaries and model legislative or regulatory language. This workload required me to memage multiple deadlines and Obligations based on the legislative and regulatory calendars of 19 states.

Thesepositions alsorequired me to interface with governors, statelegislators, attorneys and members of state medical boards and their staff. Such Interaction took place either in person or through othet means. I tracked and monitored legislative and regulatory activity, collected data and assisted in preparation and maintenance of our organization's library of government information and resources. I also served asstaff policyleadon specific is sues related to PA practice such as pain management, PA. use of radiation, and retail clinic practice, and assisted in preparing our board of directors and other staff leaders in their interactions with thought leaders in field of medicine and health care policy.

#### Analyst, State Government Affairs, American Academy of Phys/clan Assistants March 2003-April 2004

As analyst in the state government affairs department of AAPA, I researched state laws and regulations pertaining to PA practice, prepared memorandums and decision documents for other staff members, and reviewed siate laws and regulations and provided technical advice on how state PA chapters may Improve their laws to allow PA stopractice to the fullest extent of their education and training.

#### **PrevI.ous Experlanc:e**

# Assistant to Michigan Speaker of tha House Chuck Perricone December 1998-August 2000

Served as the keypoint of contact for the Speaker of the House with other lawmakers, public elected officials, staff, and representatives of interest organizations. Managed the Speaker's daily and long-term calendar as well as all his personal correspondence.

#### Administrative Assi&ant to the Director of State Government Affairs

MichiganGovernorJohnEn11ler

March 1.996-December1998

Servedasthekeypointofcontac;l.forthedirectorwiththeGovernor's appointedcabinetofficials,public electedofficials, staff,andrepresentativesofinterestorganizations. Managed thedirector's daily and long-termcalendaraswellasall.hispersonalcorrespondence.Organized the schedule of monthly Governor's cabinet meetings and otherspecial events.

#### Educ11tlon

BachelorofArts, FrenchLiterature Michigan State University, May 1995

*Master* of Science, *Public Administration* Grand Valley State University, May 2002

## **Other Skills**

I amproficient In the Microsoft Suite of products, web site development through Wordpress and Blogger, and am adept at public speaking, both in large settings and Intimate gatherings.

References Available Upon Request

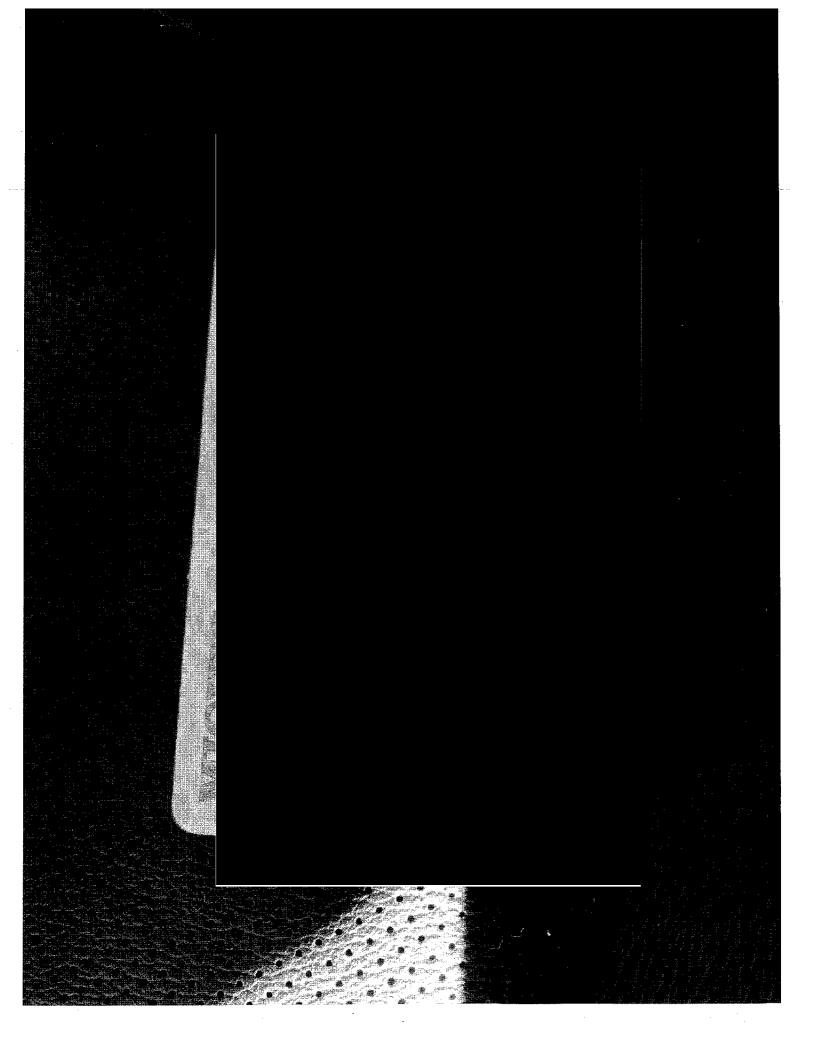
## **Volunteer Experience**

Association of Lutheran Development Executives (ALOE) Member of Awards Committee, 2015-present

St. Peter Lutheran School Parent Teacher Leasue (PTL) Secretary 2015-16

## References





# **Oxford Community Schools**

Application for Appointment to the Board of a Public School Academy

## **Personal Information**

<u>----- I=h=er e=by, re g=u=est</u> appointment to tile board of the following pt1bfo; school.academy:

Lighthouse Connec	tions Academy			
Full Name (include	middle name): Ja	na Jensen Gregg		
StreetAddress				
City/State/ZipCod	2:			
Email Address:				
Social SecurityNur	nber	·	DateofBirth	1
Employer's Name:A	rnerican Federati	on for Children		
Employer's Addres	s:102019 <sup>th</sup> Street	NW,Suite675,Was	hington,DC20	0036
County:Washington	, DC (office in Ke	nt Co, Michigan	Positi	on:Summit Manag
HomeTelephone_		;Fax:		
WorkTelephone:_		Cell	Phone	
Spouse's Full Name				
Doyourchildrenat	tendthisacadem	y?_No Ifso,1	isttheirages:	
Please check () you	r highest educatic	n level:		
High School/C	ED 2	Associate's Degre	e x	BA or BS Degree
Master's Deg	gree	Doctoral or Profe	essional Degree	e
Trade/Busin	ess School	Other		
Please check each a	ea of expertise y	ou would contribute	to the Board:	
xCommunity	v Service	Education		<u>F</u> inance
Fund Raising	5	Law		Management
<u> </u>		Human resources	;	Public Relations
		hers (Please Specify)	political	
advocacy				

Will you be able to attend-regularly scheduled Board meetings? Yes

## Public School Academy Board Qualifications Guide

Instructions: Use a separate sheet of paper to explain your experience in the following categories.

------G o v emm ent. Experience in local, state orfederal governmental agencies and

- departments, including advisory, consultative, honorary and any other service positions. Include dates of service.
- Elected Public Office. Include dates of service.
- Honors and Awards. Include scholarships, fellowships, honorary degrees, honorary society memberships and recognition for outstanding service or achievements.
- Employment Experience. Include job and career information.
- Professional Licenses and Certifications. List complete titles and license numbers.
- Volunteer Experience. Include work done and leadership positions.
- Miscellaneous. Explain any additional points, including special skills that qualify you for the position.
- References. If you are applying for your first term as a member of this board, list three (3) individuals who would be willing to talk with Oxford Community Schools regarding your qualifications. Include their names, addresses, business and home telephone numbers and their relationship to you.

## **Relationship to the Public School Academy**

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

- 1. Do or will you or your spouse have any contractual agreements with the academy? No
- 2. Do or will you, your spouse, or any member of your immediate family have any ownership interest in any management company or any other company contracting with the academy? No
- 3. Did or will you or your spouse lease or sell property to the academy? No
- 4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the academy? No
- 5. Have you or your spouse guaranteed any loans for the academy or loaned it money? No
- 6. Are or will you, your spouse or any member of your immediate family or household employed by the academy management company or its other service providers? No
- 7. Did you or your spouse provide any start-up funds to the academy? No
- 8. Did or do you or your spouse, or other member of your immediate family have ownership interest, directly or indirectly, in any corporation, partnership, association or other entity which would answer "yes" to any of the questions 1-7? No
- 9. Does any other board, group or corporation believe it has a right to control or have input into votes you will cast as a member of the public school academy board? No

- 10. Do you currently serve as a member of the board of any public school district or public school academy? No
- 11. Do you currently serve as a public official? No
- 12. To the best of your knowledge, are there situations not described above which maygive
- <u>----t-he</u> appearance of coriflict of iriterest between \_you and fhe academy, or which would. make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the academy? No

## **Ethical Issues**

Instructions: If you answer "yes" to either of the following questions, please provide an explanation on aseparate sheet of paper.

-£-:-1itations---

Haveyouever been cited for.a breach of ethics for unprofessional co!1 duct or beennamed inacomplaint toacourt, administrative agency, professional association, disciplinary committee or other profeshional group? No

#### **Agency Proceedings/Civil Litigation**

Are you presently or have you ever been involved inadministrative agency proceedings or civil litigation during the past five years? No

Has any business involving you, your spouse, close family member or close business associates been part of any administrative agency proceedings or litigation relevant to the board member position? No

## **Criminal Background Check**

Public School Academy Board members are public officials appointed by the Oxford Community Schools Board of Education. The Board of Education requires a personal background check, including acriminal record verification, for each nominee.

Instructions

Complete this.section by placing your initials in the. space beside option I,2, and/or 3. If you initial option 2 or 3, please provide the requested details,

– \<sup>L</sup>

-O I. Ihave not been convicted of any crimes nor have I pied guilty or nolo contendere (no contest) to any crimes.

- 2. I currently **am**charged with one.or more crimes. (On a separate sheet of paper, specify what the charges are and which courts are involved.)
- \_3. lhave been convicted ofor I have pied guilty or nolo contendere to one or more crimes (On a separate sheet of paper, specify what the charges were and which courts were • involved.)

I understand that:

Oxford Community Schools may request acriminal records check on mefrom local., state, or federal Jawenforcement ageni;ies. Untilthatreportisreceived and reviewed by Oxford Commµnity Schools, mynomination for appointment will not be processed. If thereport received from the local, state, or federal lawenforcement agencies is not the same!III my representation(s) above of attached hereto respecting the absence of any cenviction(s) or any -----.,rimes-of-which I-have been convicted; mynomination for appoint lilent is voided at the sole discretion of the Oxford Community Schools Board of Education or its designee.

### Public School Academy Board Applica6on Verification and Consent

Mysignature belowv fies that all information provided in this application is true and complete.

*I* consent to the release of information concerning myability and fitness by my emp) over(s), schools, lawenforcement agencies and any other individuals and organizations, subject to any restrictions that I have included, to Oxford Community Schools, its Superintendent's Office and the schools legal counsel. Is pecifically authorize Oxford Community Schoolstodoa criminal background check on me with the applicable local, state and federal lawenforcement agencies.

I recognize that all information submitted with this application or gathered by Oxford Community Schools as a result of this application becomes a matter of public record, subject by lawtodisclosure upon request to members of the general public. I will hold Oxford Community Schools, itsBoardofEducation, officers, employees, or authorized agents harmless from liability **for** the disclosure of **any** information it reasonably believes is true based upon myrepresentations or resulting from this application process. I understand that Oxford Community Schools is under no obligation to appoint me or **any** nominee to the public school academy board.

Date

## Summary

I have worked in the non-profit and political sphere for most of my career. For the past eight years, my work at the American Federation for Children has been focused on protecting and advancing educational choice options for low-income families in targeted states and Washington, D.C. Finally, my children have attended a public school academy since 2011.

# -----,Education

Miami University

B.S. in Communications Education

Graduated May 1992

# **Employment History**

American Federation for Children Summit Manager

**The Windquest Group** Executive Assistant to President Dick Devos

**Devos for Governor** Director of Scheduling

Finance Director

December 2006-November 2009

November 2009-Present

August 2005-November 2006

February 2003-February 2005

The Windquest Group Executive Assistant to Chairman Betsy DeVos October 1998-February 2003

# **Professional Skills**

Michigan Republican Party

My skillset includes the full scope of development activities, from planning to implementation of development plans; conference planning and management.

# **Volunteer Activities**

Excel Charter Academy, Grand Rapids, MI PTO Board Member, June 2017-Present PTO Board Member, June 2013-June 2015 (PTO President, 2014-2015) Classroom Volunteer, September 2011-Present

#### Westminster Presbyterian Church, Grand Rapids, MI

Sunday School Teacher, September 2013-Present Family Life Committee Member, March 2015-Present

## References



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# Oxford Community Schools

Application for Appointment to the Board of a Public School Academy

## **Personal Information**

<u>----- Ih=er=e=byreguest</u>appointmenttothe board of thefollowing publicschoolacademy:

Lig	hthouse Connections Ac	ademy			
Full	Name (include middle na	me): Lyı	nn Ellen Aronoff		
Stre	et Address:				
City	/State/Zip Code:				
Ema	il Address:				
Soci	al Security Number:		Date of Birth:		
Emp	loyer's Name: self employ	red			
Emp	loyer's Address:				
Cou	nty: Oakland Positio	n: Cons	ultant		
Hon	neTelephone		Fax:		
Wor	kTelephone:		Cell Phone		
Spot	ise's Full Name: <i>NIA</i>				
Doy	ourchildrenattendthisac	ademy	?NoIfso,listtheirages:_		
Plea	se check ( ) your highest	educatio	on level:		
	High School/GED		Associate's Degree	X BA	A or BS Degree
	Master's Degree		Doctoral or Professiona	l Degre	ee
	Trade/Business School		Other		
Pleas	se check each area of expe	rtise you	would contribute to the I	Board:	
X	Community Service Fund Raising	X	Education Law		Finance Management
Х	Marketing		Human resources	X	Public Relation
Х	Parental Involvement		Others (Please Specify)		

Will you be able to attend-regularly scheduled Board meetings? **If&** or No

## Public School Academy Board Qualifications Guide

Instructions: Use a separate sheet of paper to explain your experience in the following categories.

-----• <u>G=ov=emment.</u> Experience\_inJocal,.state orfederaLgoxemmental.agencies and

departments, including advisory, consultative, honorary and any other service positions. Include dates of service.

- Elected Public Office. Include dates of service.
- Honors and Awards. Include scholarships, fellowships, honorary degrees, honorary society memberships and recognition for outstanding service or achievements.
- Employment Experience. Include job and career information.
- Professional Licenses and Certifications. List complete titles and licensenumbers.
- Volunteer Experience. Include work done and leadership positions.
- Miscellaneous. Explain any additional points, including special skills that qualify you for the position.
- References. If you are applying for your first term as a member of this board, list three (3) individuals who would be willing to talk with Oxford Community Schools regarding your qualifications. Include their names, addresses, business and home telephone numbers and their relationship to you.

## **Relationship to the Public School Academy**

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- 4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the academy? No
- 5. Have you or your spouse guaranteed any loans for the academy or loaned it money? No
- 6. Are or will you, your spouse or any member of your immediate family or household employed by the academy management company or its other service providers? No
- 7. Did you or your spouse provide any start-up funds to the academy? No
- 8. Did or do you or your spouse, or other member of your immediate family have ownership interest, directly or indirectly, in any corporation, partnership, association or other entity which would answer "yes" to any of the questions 1-7? No
- 9. Does any other board, group or corporation believe it has a right to control or have input into votes you will cast as a member of the public school academy board? No

- 10. Do you currently serve as a member of the board of any public school district or public school academy? No
- 11. Do you currently serve as apublic official? No

12. To the best of your knowledge, are there situations not described above which may give ------ th e\_a\_p\_p\_e-arance of conflict of literest between you and the academy, or which would.

make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the academy? No

# **Ethical Issues**

f

Instructions: If you answer "yes" to either of the following questions, please provide an explanation on a separate sheet of paper...

# Citations

Haveyou ever been cited for a breach of ethics for unprofessional conduct or beennamed in a complaint to acourt, administrative agency, professional association, disciplinary committee or other professional group? Yesor No

# Agency Proceedings/Civil Litigation

Areyoupresently orhaveyoueverbeen involved inadministrativeagency proceedings orcivil litigation during thepast five years? Yes orNo

Hasanybusiness involvingyou, yourspouse, closefamily member or close business associates been part of any administrative agency proceedings or litigation relevant to the board member position? Yes or No

# **Criminal Background Check**

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Instructions

Complete this section by placing your initials in the space beside option I, 2, and/or 3. If you initial option 2 or 3, please provide the requested details.

- ik:i1. IhavenotbeenconvictedofanycrimesnorhaveIpiedguiltyornolocontendere(no contest) to anycrimes.
- 2. Icurrently amcharged with one or more crimes. (On a separate sheet of paper, specify what the charges are and which courts are involved.)
- 3. Ihave been convicted of or Ihavepied guilty or nolo contendere to one or more crimes. (Onaseparate sheet of paper, specify what the charges were and which courts were involved.)

I understand that:

OxfordCommunitySchoolsmayrequestacriminal records checkonmefromlocal,state,or federal law enforcement agencies. Until that report isreceived and reviewed by Oxford ---'Community Schools, my nominatiofffor appointment will not be processed; If the reportreceived from the local, state, or federal law enforcement agencies is not the same as my representation(s) above or attached hereto respecting the absence of any conviction(s) or any crimes of which I have been convicted, mynomination for appointment is voided at the sole discretion of the Oxford Community Schools Board of Education or its designee.

<u>\_\_\_\_\_</u> <u>2(1</u> Date

# **Public School Academy Board Application Verification and Consent**

Mysignaturebelowverifiesthatallinformation provided inthisapplicationistrueand complete.

Iconsent to the release of information concerning myability and fitness by myemployer(s), schools, lawenforcement agencies and any other individuals and organizations, subject to any restrictions that I have included, to Oxford Community Schools, its Superintendent's Office and theschoolslegal counsel. Ispecificallyauthorize OxfordCommunitySchoolstodoacriminal background check on me with the applicable local, state and federal law enforcement agencies.

I recognize that all information submitted with this application or gathered by Oxford Community Schools as a result of this application becomes a matter of public record, subject by lawtodisclosure upon request tomembers of the general public. Iwill hold Oxford Community Schools, its Board of Education, officers, employees, or authorized agents harmless from liability for the disclosure of any information it reasonably believes is true based upon my representations or resulting from this application process. I understand that Oxford Community Schools is under no obligation to appoint me or any nominee to the public school academy board.

Signature



# MICHIGAN DENTAL ASSOCIATION (MDA)

# **Grassroots Legislative Organizer**

Currentlydevisingandimplementing agrassrootslegislativeengagementcampaignwithMDAmembers. Facilitating opportunities statewide for MDA membership to engage with their federal and state representativesthrough indistrict coffees and lunches, as wellas, participation infundraisers that the elected is holding in district.

# XIV FOUNDATION

# **Finance Director**

Currently devising and implementing finance plan based on prospect research, direct solicitations and grant requests. Maintaining all finance related data gathering including all prospect communication.

# MIKE BISHOP FOR CONGRESS

# **Senior Advisor**

Devised and implemented coalition outreach plan. Assisted with all finance activities.

# ROMNEY FOR PRESIDENT/MICHIGAN VICTORY 2012

# **Regional Director**

Servedas one of three Regional Directors. Managed the staff and daily grassroots operations and goals regarding volunteer recruitment, voter contact and Election Dayactivities for seven regional offices. Maintained relationships with elected official sin region. Assisted with all campaignevents in the state. Assisted with various coalition activities throughout the state.

# DAN HORNING FOR UNIVERSITY OF MICHIGAN REGENT

# **Campaign Manager**

Responsible for all political and finance activities related to the Horning for Regent Campaign. Directed and coordinated convention strategy, communications, meetings and events.

# COLLEEN O'BRIEN FOR MICHIGAN SUPREME COURT

# Senior Advisor

Advised and coordinated convention strategy, communications, meetings and events.

# NANCY CASSIS FOR CONGRESS 2012

Senior Advisor Responsible for strategic political development and oversight including all political goals, objectives and relationships.

# DR. ROB STEELE FOR CONGRESS

### Adviser

Informally advised campaign staff regarding volunteer recruitment and voter contact. Assisted with rallies and grassroots events.

# LORI LEVI FOR STATE REPRESENTATIVE

# Consultant

Provided direct counsel to candidate. Participated in voter contact and communication strategies.

Page Two

Career Highlights (Continued)

# HOEKSTRA FOR GOVERNOR

### **Southeast Director**

Responsible for all political and finance activities related to the Hoekstra for Governor Campaign in Southeast Michigan. Directed and coordinated all strategy, communications, meetings and events. Created a grassroots network of leadership teams by county. Implemented the volunteer-based voter contact program.

# MIKE BISHOP FOR ATTORNEY GENERAL

# Senior Advisor

Devised and implemented finance plan. Directed and coordinated convention strategy including leadership teams in all 15 Congressional Districts. Assisted in convention focused communications.

# OAKLAND COUNTY REPUBLICAN PARTY

# **Executive Director**

Organized community service projects, candidate recruitment and volunteer recruitment. Instituted grassroots programs, delegate appreciation events and rallies. Responsibility for day-to-day office managementincludingformulatingandmanagingbudget. Actedasliaisonforallelectedofficialsandparty membership. Organized and implemented all communications.

# JOHN MCCAIN 2008

# Great Lakes Regional Coalitions Director, Deputy Regional Campaign Manager

Directed, coordinated anddelegatedall coalitionactivities related to the John McCain 2008 campaign in the states of Indiana, Michigan and Wisconsin. Managed coalitions staff of 8 people. Planned and executed various coalition based, roll out, pressevents. Secured and vetted leadership for top 10 coalitions while increasing membership in each by a weekly rate of 10%. Implemented a volunteer-based voter contact program for each coalition. Participated in policy/strategy meetings advising on local issues and candidate/surrogate appearances. For strategic reasons, moved from Michigan to Wisconsin then Indiana to assist in the overall operation and get-out-the-vote effort for John McCain 2008.

# RUDY GIULIANI PRESIDENTIAL COMMITTEE, INC.

### **Michigan Political Director**

Directed, coordinated and delegated all political activities related to the Rudy Giuliani Presidential Committee, Inc. in the state of Michigan through January 9,2008. Secured endorsements of over 65 elected officials. Created a grassroots network of leadership teams in all 15 Congressional Districts. Implemented a volunteer-basedvoter contact program. Planned public and press events for Mayor Giuliani that included press advance and crowd building. Worked with Michigan fundraising teamtoidentify potential donors. For strategic reasons, moved to Illinois to assist in the overall operation and get-out-the-voteeffort for the Rudy Giuliani Presidential Committee, Inc. in the State of Illinois.

# DEVOS for GOVERNOR

# **Regional Coalition Director**

Organized and directed community outreach programs for Women for DeVos and Jewish Community Leadersfor DeVos. Ledthe GOTV efforts for Oakland County, which included applying leadershipskills building, and managing Leadership Teams to maximize "Get Out The Vote" drive efforts countywide. Recruited, trained and managed volunteers. Participated in policy/strategy meetings advising on local issues, arranged candidate local campaign appearances, and served as chief campaign liaison for Lt. Governor Candidate, Ruth Johnson.

### Page Three

Career Highlights (Continued)

# MYRAH KIRKWOOD for CONGRESS

# **Campaign Manager**

Managedthe overall day-to-day operation and overall strategic decisions of the Myrah Kirkwood for US Congress campaign. Managed a staff of I full time/25 volunteers and an overall budget of over \$500,000. Formulated and managed budgets; drafted and implemented campaign plans; designed campaign materials; wrote candidate speeches and prepared position papers. Recruited and supervised volunteer campaign staff, organized community outreach events and organized "Get Out The Vote" drives.

# MACKINAC REPUBLICAN LEADERSHIP CONFERENCE

# Director

Managed the overall operation of 20 staff/35 volunteers; and a budget of \$250,000. Planned and managed activities to ensure asuccessful conference for over 2,000 registered conference attendees. Formulated budgets, secured high-level speakers, plarmed and coordinated conference sessions, and handled all logistics for attendees and support staff.

# STATE of MICHIGAN

# Associate Director, Governor's Southeast Michigan Office

Functioned as Michigan Governor John Engler's representative and spokesperson in Southeastern Michigan. Tasks involved with preparing a 12-year administration for a transition period included auditing and archiving documents, participating in authoring transition documents for the new administration and reconciling all fundraising entities.

# DICKERSON-GOV AN MANAGEMENT, INC.

# Account Executive

Servedavarietyof clients forthisprofessional fundraising and eventmanagement firm. Accomplishments include: President George W. Bush Presidential Campaign, Finance Team, over \$3 million in state of Michigan from direct contributions and events; Presidential Inaugural Committee, Finance team raised more than\$80millionwithinfiveweeks;FinanceTeamAbrahamSenate2000,successfullyraised\$13.5million; FinanceTeamforSupreme CourtJusticesCliffordTaylor,Robert YoungandStephenMarkmanraised\$3.8 million from direct contributions and events; "Champions for Children" with Muhammad Ali raised \$325,0000; Leader Dogs for the Blind 12<sup>th</sup> Annual Gala raised over \$200,000.

# LANDON DEVELOPMENT CORPORATION

# Director of Administration/OfficeManager

Responsible for all areas of marketing, administration, human resources and office management for Real Estate Development Company. Served as sales agent for commercial and residential sales.

# EISENHOWER CORPORATE PARK/METRO AIRPORT CENTER

# **Marketing Director/Project Manager**

Created and initiated marketing strategies to build image, awareness and results. Acted as liaison between clients and developer. Coordinated services to insure all deadlines were met. Implemented sale of project.

# **Page Four**

# Education

<u>REPUBLICAN NATIONAL</u> COMMmEE, Washington DC

# Campaign Management College, ZOOS

UNIVERSITY of MICHIGAN, Ann Arbor, MI Bachelor of Arts, Psychology, 1990 Concentration: Advertising, Psychology

UNIVERSITY of SEVILLA, Sevilla, Spain Foreign Studies Concentration: Spanish Language, 1989

UNIVERSITY of MICHIGAN at FLORENCE, Florence, Italy Foreign Studies Concentration: Culture, International Business, and Political History, 1986

# Affiliations

Common Grouud Sanctuary-Advisory Board Member Republican Jewish Coalition - Leadership Council Member Michigan Board of Psychology- Former Gubernatorial Appointment Michigan Women's Commission - Former Gubernatorial Appointment

References available upon request.



References



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# **Oxford Community Schools**

Application for Appointment to the Board of a Public School Academy

# **Personal Information**

I hereby request appointment to the l	board of the following public schools	academy:
Lighthouse Connections Academy		
Full Name (include middle name): K	erry Lynn Rice	
Street Address:		
City/State/Zip Code:		
Email Address:		
Social Security Number:	Date of Birth:	
Employer's Name: Boise State Unive	rsity	
Employer's Address: 1910 University	Drive, Boise, ID 83725	
County: ADA Position: Professor		
Horne Telephone	Fax:	
Work Telephone:	Cell Phone:	
Spouse's Full Name: n/a		
Do your children attend this acade	emy? No If so, list their ages:	
Please check () your highest education	on level:	
High School/GED	Associate's Degree	BA or BS Degree
Master's Degree x	_ Doctoral or Professional Degree	e
Trade/Business School	Other	
Please check each area of expertise ye	ou would contribute to the Board:	
Community Service       x         Fund Raising       Marketing         ParentalInvolvement       ParentalInvolvement	Education Law Human resources Others(PleaseSpecify)	Finance Management Public Relations

Will you be able to attend-regularly scheduled Board meetings? Yes

# Public School Academy Board Qualifications Guide

Instructions: Use a separate sheet of paper to explain your experience in the following categories.

Government. Experience in local, state or federal governmental agencies and

----- d e\_p\_artm--e-n-ts, including advisory, consultative, honorary and anyother-serv1ce posit i-on\_s\_----

- Include dates of service.
- Elected Public Office. Include dates of service.
- Honors and Awards. Include scholarships, fellowships, honorary degrees, honorary society memberships and recognition for outstanding service or achievements.
- Employment Experience. Include job and career information.
- Professional Licenses and Certifications. List complete titles and license numbers.
- Volunteer Experience. Include work done and leadership positions.
- Miscellaneous. Explain any additional points, including special skills that qualify you for the position.
- References. If you are applying for your first term as a member of this board, list three (3) individuals who would be willing to talk with Oxford Community Schools regarding your qualifications. Include their names, addresses, business and home telephone numbers and their relationship to you.

# **Relationship to the Public School Academy**

Instructions: If you answer "yes" to any of the following questions, please provide an explanation on a separate sheet of paper. Please label explanations with the number of the corresponding question.

- I. Do or will you or your spouse have any contractual agreements with the academy? No
- 2. Do or will you, your spouse, or any member of your immediate family have any ownership interest in any management company or any other company contracting with the academy? No
- 3. Did or will you or your spouse lease or sell property to the academy? No
- 4. Did or will you or your spouse sell any supplies, materials, equipment or other personal property to the academy? No
- 5. Have you or your spouse guaranteed any loans for the academy or loaned it money? No
- 6. Are or will you, your spouse or any member of your immediate family or household employed by the academy management company or its other service providers? No
- 7. Did you or your spouse provide any start-up funds to the academy? No
- 8. Did or do you or your spouse, or other member of your immediate family have ownership interest, directly or indirectly, in any corporation, partnership, association or other entity which would answer "yes" to any of the questions 1-7? No
- 9. Does any other board, group or corporation believe it has a right to control or have input into votes you will cast as a member of the public school academy board? No

- 10. Do you currently serve as a member of the board of any public school district or public school academy? No
- II. Do you currently serve as apublic official? No
- 12. <u>To the best of your knowledge, are there situations not</u> described above which maygive
- -t1: i cappearance of <u>conflict of mterest between</u> you <u>and</u> tlie acaoemy, or whiteli would make it difficult for you to discharge your duties or exercise your judgment independently on behalf of the academy? No

# **Ethical Issues**

Instructions: If you answer "yes" to either of the following questions, please provide an explanation on a separate sheet of paper.

# Citations

Have you ever been cited for a breach of ethics for unprofessional conduct or been named in a complaint to a court, administrative agency, professional association, disciplinary committee or other professional group? No

# **Agency Proceedings/Civil Litigation**

Are you presently or have you ever been involved in administrative agency proceedings or civil litigation during the pastfive years? No

Has any business involving you, your spouse, close family member or close business associates been part of any administrative agency proceedings or litigation relevant to the board member position? No

# **Criminal Background Check**

Public School Academy Board members are public officials appointed by the Oxford Community Schools Board of Education. The Board of Education requires a personal background check, including a criminal record verification, for eachnominee.

# Instructions

Complete this section by placing your initials in the space beside option I, 2, and/or 3. If you initial option 2 or 3, please provide the requested details.

- ...KLN. I have not been convicted of any crimes nor have I pied guilty or nolo contendere (no contest) to any crimes.
  - 2. I currently am charged with one or more crimes. (On a separate sheet of paper, specify what the charges are and which courts are involved.)
  - 3. I have been convicted of or I have pied guilty or nolo co.ntendere to one or more crimes. (On a separate sheet of paper, specify what the charges were and which courts were involved.)

I understand that:

Oxford Community Schools may request a criminal records check on me from local, state, or federal law enforcement agencies. Until that report is received and reviewed by Oxford Community Schools, my nomination for appointment will not be processed. If the report  $\underline{r \ e \ c-el \ v \ edfrom the}$  local, state, or foderaT **law** enforcemeniagencles is not the same as my representation(s) above or attached hereto respecting the absence of any conviction(s) or any crimes of which I have been convicted, my nomination for appointment is voided at the sole discretion of the Oxford Community Schools Board of Education or its designee.

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# Public School Academy Board Application Verification and Consent

My signature below verifies that all information provided in this application is true and complete.

I consent to the release of information concerning my ability and fitness by my employer(s), schools, law enforcement agencies and any other individuals and organizations, subject to any restrictions that I have included, to Oxford Community Schools, its Superintendent's Office and the schools legal counsel. I specifically authorize Oxford Community Schools to do a criminal background check on me with the applicable local, state and federal law enforcement agencies.

I recognize that all information submitted with this application or gathered by Oxford Community Schools as a result of this application becomes a matter of public record, subject by law to disclosure upon request to members of the general public. 1 will hold Oxford Community Schools, its Board of Education, officers, employees, or authorized agents harmless from liability for the disclosure of any information it reasonably believes is true based upon my representations or resulting from this application process. I understand that Oxford Community Schools is under no obligation to appoint me or any nominee to the public school academy board.

Ken Jy Kui

3/5/18

Date

# KERRY L. RICE, Ed. D



As an advocate for refonn in public education, I am passionate about the role of technology as a transformative tool for changing how we view traditional educational systems, assess performance and deliver personalized learning experiences.

# Profile

Extensive background in educational technology project implementation, online anc:\ blended learning, standards development, teacher professional development, program evaluation, instructional design, policy development and international/ cultural exchange.

# **Selected Achievements**

- 2017 Research Fellow, Michigan Virtual Learning Research Institute: Combining Data and Text Mining for Develaping an EarlyWarning System using Deep Learning Approach
- 2015 Fulbright Specialist Award recipient: *Emerging Technologies for Teaching and Learning, International Summer Institute,* Poland.
- 2012 2013 Fulbright Scholar Award recipient. *Exploring New Pedagogies with Technology in Education*. Nicolaus Copernicus University, Torun, Poland.
- Author of Makin9 the Move to K-12 Online Teachin9: Research-Based Strate9ies and Practices (Pearson, 2012), and The Blended Classroom: A Guide for Technology Supported Learning (Author, 2016).
- Member Idaho Online K-12 Teaching Endorsement Legislative Task Force; Chair Idaho K-12 Online Teaching Standards sub-committee.
- Idaho K-12 Online Teaching Endorsement program coordinator. Established a competency-based framework for evaluating online teacher readiness and supervise virtual field experiences forteacher candidates.
- Member Boise State University Strategic Planning and eCampus Advisory Councils; Idaho PTECH Advisory Council; International Association for K-12 Online Learning Research Committee; SRI International, Washington D.C. Technical Working Group.
- Led an innovative and highly successful online graduate program including management and supervision of 45staff and faculty, a budget of \$1.7million and 350 enrollments.
- Lead author Going Virtual! national research series investigating PD for K-12 online teachers.
- Founding member and former Vice President of the Board of Directors for INSPIRE Connections Academy virtual charter school.
- 2014-2015 Associated Students of Boise State University (ASBSU) Golden Apple teaching award.
- 2010 faculty Service Award, College of Education, Boise StateUniversity.
- Established presenter and researcher with articles appearing in the *journal of Research on Technolo9y* in *Education* (JRTE), the *journal of Educational Technology and Society* (JETS), and the *British journal of Educational Technolo9y* (BJET).

# Experience

2014-Current	Professor Boise State University, Department of Educational Technolog,;, College of Education -
	Boise Idaho
2011-2014	Associate Professor (Interim Chair 2011-2012, Fulbright Scholar 2012-2013) Boise State
	University, Department of Educational Technology, Collegeof Education- BoiseIdaho
2006-2011	Assistant Professor (Associate Chair 2010-2011)
	Boise State University, Department of Educational Technology College of Education - Boise Idaho
2001-2006	Instructor/Online Instructional Designer/PT3 Grant Coordinator, Adjunct Faculty.
	Graduate Assistant
	Boise State University, Department of Educational Teclmolog,;, College of Education - Boise Idaho
1991-1995	Teacher/7• Grade Algebra and Prealgebra Weis Middle School - Galveston, Texas
	Teacher/6• Grade Math, Science and Reading Meridian Middle School -Meridian, Idaho

# Education

2006	Ed D Curriculum and Instruction, School Reform	
	Boise State University- Boise, Idaho	
2002	MS Educational Technology	
	Boise State University- Boise, Idaho	
1991	BA Elementary Education - cum laude	
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1982	AA Business - honors	
	Glendale Community College - Glendale, Arizona	

# **Selected Scholarship**

# **Refereed Journals**

- Rice, K., & Hung. J. (2015). Data mining in an online professional development program: An exploratory case study. *International Journal of Technology in Teaching and Learning*, 11(1), 1-20.
- Ford, R. & Rice, K. (2015). Value-added results for public virtual schools in California. Journal of Educational Technology and Society, 18(4), 412-423.
- Kohlstadt, I. C., Steeves, E. T., Řice, K., Gittelsohn, J., Summerfield, L. M., & Gadhoke, P. (2015). Youth peers put the "invent" into Nutribee's online intervention. *Nutrition Journal*, 14(60). doi:10.1186/sl2937-015-0031-2
- Rice, K. (2013). A Fulbright cultural exchange: Exploring new pedagogies with technology in education, Poland, 2012-2013. In W. A. Marszalek (Ed.) *Cognitive Sdenceand Mediain Education* nr.1/2013. Torun, Poland.
- Hung, J. L., Rice, K., Saba, A. (2012). An educational data mining model for online teaching and learning. *Journal* of Educational Technology Develapment and Exchange, 5(2), 77-94.
- Hung, J. L., Hsu, Y. C., & Rice, K. (2012) Integrating data mining in program evaluation of K-12 online education. Educational Technology andSociety, 15(3), 27-41.
- Rice, K., & Dawley, L. (2009). The status of professional development for K-12 online teachers: Insights and implications. *Journal of Technology and Teacher Education*, 17(4), 523-545.
- Rice, K. L. (2009). Priorities in K-12 distance learning: A Delphi study examining multiple perspectives on policy, practice, and research. *Educational Technology and Society*, 12(3), 163-177.
- Rice, K. & Dawley, L. (2008). Professional development for K-12 online teachers: Where do we go from here? *Technology and Teacher Education Annual, 19(1),* 667-673.
- Rice, K. L. (2006). A comprehensive look at distance education in the K-12 context. *Journal of Research on Technology in Education*, 38(4), 425-448.

# **Other Publications**

- Lowenthal, P., Rice, K., Rich, S., & Walters, S. (2017). Distance learning. In a. Hynds (Ed.), Oxford Bibliographies in Education. New York: Oxford University Press.
- Rice, K. & Yang, D. (2013). Boise State University and Idaho Digital Learning Academy. In K. Kennedy & L. Archambault, (Eds.), *Partnering forsuccess: A*21"*century model for teacher preparation*. Washington D.C.: International Association for K-12 Online Learning.
- Hung, J. L. & Rice, K. (2012). 2011 -2012 Key performance indicators for K-12 blended courses. Report prepared for Thesys International. Riverside, CA.
- Dawley, L. & Rice. K. (2011). *Informing Idaho's online learning requirement: Asurvey of states, models & critical questions*. Report prepared for the Idaho State Board of Education.
- Hung, J. L., Hsu, Y., & Rice, K. (2011). 2009-2010 Idaho Digital Learning Academy student evaluation report. Report prepared for the Idaho Digital Learning Academy. Boise, Idaho.
   Dawley, L. & Rice, K. (2010). 2008-10 Idaho INSPIRE Connections Academy dissemination grant evaluation report.
- Dawley, L. & Rice, K. (2010). 2008-10 Idaho INSPIRE Connections Academy dissemination grant evaluation report. Report prepared for the Idaho State Board of Education. Boise, ID.
- Rice, K. & Hung, J. L. (2010). 2009-2010 Idaho state-wide professional development grant: Idahoonline professional development evaluation report. Report prepared for the Idaho State Department of Education.
- Dawley, L. & Rice, K. (2009). 2008-09 Idaho INSPIRE Connections Academy dissemination grant interim evaluation. Report prepared for the Idaho State Board of Education. Boise, ID.

#### Presentations

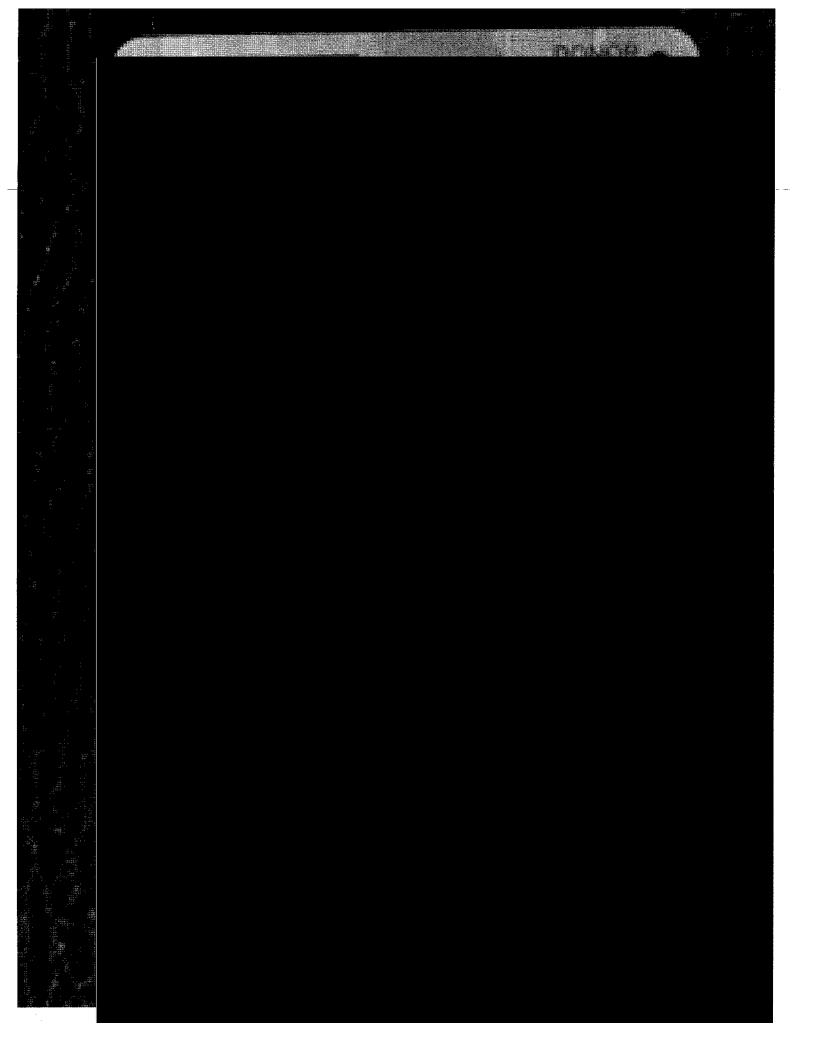
- Uribe-Florez, L., Rice, K. L., Perkins, R. A., & Mulder, D. (2017). Advising students in a fully online EdTech doctoral program: What we have learned. *Association for Educational Communications and Technology*, Jacksonville, FL.
- Ferdig, R., Archumbault, L., Rice, K., Neiss, M., Litz, M., Garrett Dikkers, A., Barbour, M., Davis, A., & Marcovitz, D. (2017). A collaboration between the K-12 online learning SIG and distance learning SIG: How HE and K-12 online learning research can impact each other. Panel at the Society for Information ----- Te c h n ol""ogy & Teacher Education (SITE) International Conference, Austin, TX.
  - Rice, K., Hung, J. L., Chang, Y., & Shelton, B. (2016, October). Educational data mining in program evaluation: Lessons learned. Paper presented at the annual meeting of *Association for Educational Communications* and Technology (AECT), Las Vegas, NV.
    - Rice, K. (2016, October). Blended learning: Practical strategies for the classroom. Presentation at the *International* Association for K-12 Online Learning, Blended and Online Learning Symposium, San Antonio, TX.
    - Voelker, C., Rice, K., Friedhoff, J. R., DeBruler, K., Kennedy, K., & Friend, B. (2015). Panel on research using data to ensure qualityin K-12 onlineeducation. *Proceedings of Society for Information Technology & Teacher Education International Conference 2015 (pp 1512-1513).* chesapeake, VA: Association for the Advancement of Computing in Education (AACE).
    - Friedhoff, **J.** R., Rice, K., & Lowes, S. (2015). Lessons learned from data analytics and visualization. Presentation at the *International Association for K-12 Online Learning, Blended and Online Learning Symposium*, Orlando, Fl.
    - Ching, Y.H., Hsu, Y.C. & Rice, K. (2015). Teaching Online: Prospective Online Teachers' Experiences and Prioritized AreasforTraining.In ProceedingsofSociety forInformationTechnology & Teacher Education International Conference 2015 (pp. 205-210). Chesapeake, VA: Association for the Advancement of Computing in Education (AACE).
    - Rice, K. & Hung, J. L. (2011). Developing a customized data mining model for online professional development evaluation. *Proceedings of American Educational Research Association*. New Orleans, Louisiana.
    - Dawley, L. & Rice, K. (2009, January). The unique needs and challenges of K-12 online teachers: Where do we go from here? *Hawaii International Conference on Education Conference Proceedings*, Honolulu
    - Rice, K. & Vakili-Hutchison, D. (2008). Teaching online: Meeting the challenge with emerging strategies for effective professional development. In G. Richards (Ed.), *Proceedings of World Conference on E-Learning in Corporate, Government, Healthcare, and Higher Education 2008* (p. 1198). Chesapeake, VA: AACE.

#### **Books and Chapters**

- Rice, K., & Skelcher, S. (in press). The history of policy in K-12 online and blended learning. In K. Kennedy, & R. Ferdig, (Eds). *Handbook of research on K-12 online and blended learning* (2nd Ed.). Pittsburg, PA: Carnegie Mellon University, ETC Press.
- Rice, K., & Skelcher, S. (in press). The effective middle level virtual teacher. Invited chapter in B. B. Eisenbach, & P. Greathouse, (Eds). *The online classroom: Resources for effective middle level virtual education*. Charlotte, NC: Information Age Publishing.
- Rice, K. (2015). *The blended classroom: A guide for technology supported learning*. Publisher: Author. Printed by CreateSpace.
- Rice, K., (2014). The history of policy in K-12 online and blended learning. In K. Kennedy, & R. Ferdig, (Eds). Handbook of research on K-12 online and blended learning. Pittsburg, PA: Carnegie Mellon University, ETC Press. Retrieved from http://press.etc.cmu.edu/ content/handbook-research-k-12-online-and-blended-learning-0
- Siemieniecka, B., Siemieniecki, D., Rice, K., & Kelly, P. (in press). Crossing borders: An Exploration of educational technology in the U. S. and Poland. Funded by Nicolaus Copernicus University, Torun Poland.
- Yang, D., & Rice, K. (2014). Boise State's journey to a K-12 online teaching endorsement program: A case study.
   In T.Clark, &M.K.Barbour's Onlineand Distance Education inSchools: Global Perspectives on Policy and Practice. Sterling, VA: Stylus Publishing.
- Rice, K. (2012). *Making the move to K-12 online teaching: Research-based strategies and practices*. Upper Saddle River, NJ: Pearson Education.
- Bangert, A. & Rice, K. (2009). What we know about assessing online learning in secondary schools. In L. T. W.
- Hin & R.Subramaniam (Eds.), Handbookofresearchonnewmedialiteracyatthe K-12 level, Eds. US: Hershey.

# **Rice References**





# SCHEDULE2

ARTICLES OF INCORPORATION

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This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

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



Sent by electronic transmission Certificate Number: 18034296540 In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 28th day of March, 2018.

Julia Dale, Director Corporations, Securities & Commercial Licensing Bureau

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



Form Revision Date 07/2016

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# 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 Articles:

#### ARTICLE I

The name of the corporation is:

LIGHTHOUSE CONNECTIONS ACADEMY.

#### **ARTICLE II**

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

1. The corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6E Otthe Code, being Sections 380.551 to 380.561 of the Michigan Compiled Laws. Specifically, the corporation intends to operate a school of excellence which is a cyber-school pursuant to Part 6E of the Code.

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

ARTICLE III

The Corporation is formed upon II , Stock 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 description and value of its real property assets are (if none, insert "none"): None

The description and value of its personal property assets are (if none, insert "none"):

None

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 Directorship 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: CANDACE L. SORENSEN

2. Street Address:	250 MONROE AVE. NW
Apt/Suite/Other:	SUITE 400
City:	GRAND RAPIDS
State:	MI

3. Registered Office Mailing Address:

P.O. Box or Street<br/>Address:250 MONROE AVE. NWApt/Suite/Other:SUITE 400

State:

МT

Zip Code: 49503

#### ARTICLEV

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

CANDACE L. SORENSEN

250 MONROE AVE. NW SUITE 400 GRANO RAPIDS, MI 49503 USA

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

Residence or Business Address

ARTICLE VI

THE CORPORATION IS A GOVERNMENTAL ENTITY.

THE AUTHORIZING BODY FOR THE CORPORATION IS: OXFORD COMMUNITY SCHOOLS, ("OCS") BOARD OF TRUSTEES, ("BOARD OF TRUSTEES"), 10 N. WASHINGTON, OXFORD, MICHIGAN 48371.

ARTICLE VII

BEFORE EXECUTION OF A CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY BETWEEN THE ACADEMY BOARD AND THE BOARD OF TRUSTEES, THE METHOD OF SELECTION, LENGTH OF TERM, AND THE NUMBER OF MEMBERS OF THE ACADEMY BOARD SHALL BE APPROVED BY A RESOLUTION OF THE BOARD OF TRUSTEES AS REQUIRED BY THE CODE.

THE MEMBERS OF THE ACADEMY BOARD SHALL BE SELECTED BY THE FOLLOWING METHOD:

1. METHOD OF SELECTION AND APPOINTMENT OF ACADEMY BOARD MEMBERS:

A. INITIAL ACADEMY BOARD MEMBER NOMINATIONS AND APPOINTMENTS: AS PART OF THE PUBLIC SCHOOL ACADEMY APPLICATION, THE PUBLIC SCHOOL ACADEMY APPLICANT SHALL PROPOSE TO THE DIRECTOR OF THE OCS CHARTER SCHOOLS OFFICE ("DIRECTOR"), THE NAMES OF PROPOSED INDIVIDUALS TO SERVE ON THE INITIAL BOARD OF DIRECTORS OF THE PROPOSED PUBLIC SCHOOL ACADEMY. WHEN THE DIRECTOR RECOMMENDS AN INITIAL CONTRACT FOR APPROVAL TO THE BOARD OF TRUSTEES, HE/SHE SHALL INCLUDE RECOMMENDATIONS FOR INITIAL ACADEMY BOARD MEMBERS. THESE RECOMMENDATIONS MAY, BUT ARE NOT REQUIRED TO, INCLUDE INDIVIDUALS PROPOSED BY THE PUBLIC SCHOOL ACADEMY APPLICANT. TO BE CONSIDERED FOR APPOINTMENT, THE NOMINEES MUST HAVE COMPLETED THE REQUIRED BOARD MEMBER CANDIDATE APPLICATION MATERIALS, INCLUDING AT LEAST (I) THE ACADEMY BOARD MEMBER QUESTIONNAIRE PRESCRIBED BY THE OCS CHARTER SCHOOLS OFFICE; AND (II) THE CRIMINAL BACKGROUND CHECK REPORT PRESCRIBED BY THE OCS CHARTER SCHOOLS OFFICE.

B. SUBSEQUENT ACADEMY BOARD MEMBER NOMINATIONS AND APPOINTMENTS: EXCEPT AS PROVIDED IN PARAGRAPH (2) BELOW, THE ACADEMY BOARD MAY NOMINATE INDIVIDUALS FOR SUBSEQUENT ACADEMY BOARD OF DIRECTOR POSITIONS. AS PART OF THE APPOINTMENT PROCESS, THE ACADEMY BOARD MAY SUBMIT TO THE DIRECTOR: (I) THE NAME OF THE NOMINEE; (II) THE BOARD MEMBER CANDIDATE APPLICATION MATERIALS IDENTIFIED IN PARAGRAPH (A) ABOVE; AND (III) A COPY OF THE ACADEMY BOARD NOMINATING RESOLUTION. THE DIRECTOR MAY OR MAY NOT RECOMMEND THE PROPOSED NOMINEE SUBMITTED BY THE ACADEMY BOARD. IF THE DIRECTOR DOES NOT RECOMMEND A NOMINEE SUBMITTED BY THE ACADEMY BOARD, THE DIRECTOR SHALL SELECT A NOMINEE AND FORWARD THAT RECOMMENDATION TO THE BOARD OF TRUSTEES FOR APPOINTMENT. THE BOARD OF TRUSTEES SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO APPOINT MEMBERS TO THE ACADEMY BOARD.

C. EXIGENT APPOINTMENTS: WHEN THE DIRECTOR DETERMINES AN "EXIGENT CONDITION" EXISTS WHICH REQUIRES HIM/HER TO MAKE AN APPOINTMENT TO A PUBLIC SCHOOL ACADEMY'S BOARD OF DIRECTORS, THE DIRECTOR, WITH APPROVAL OF THE OCS SUPERINTENDENT, MAY IMMEDIATELY APPOINT A PERSON TO SERVE AS A PUBLIC SCHOOL ACADEMY BOARD MEMBER FOR THE TIME SPECIFIED, BUT NOT LONGER THAN THE NEXT MEETING HELD BY THE BOARD OF TRUSTEES WHEN A REGULAR APPOINTMENT MAY BE MADE BY THE BOARD OF TRUSTEES. THE DIRECTOR SHALL MAKE THE APPOINTMENT IN WRITING AND NOTIFY THE PUBLIC SCHOOL ACADEMY'S BOARD OF DIRECTORS OF THE APPOINTMENT. EXIGENT CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO WHEN AN ACADEMY BOARD SEAT IS VACANT, WHEN AN ACADEMY BOARD CANNOT REACH A QUORUM, WHEN THE BOARD OF TRUSTEES DETERMINES THAT AN ACADEMY BOARD MEMBER'S SERVICE IS NO LONGER REQUIRED, WHEN AN ACADEMY BOARD MEMBER IS REMOVED, WHEN AN ACADEMY BOARD FAILS TO FILL A VACANCY, OR OTHER REASONS WHICH WOULD PROHIBIT THE ACADEMY BOARD FROM TAKING ACTION WITHOUT SUCH AN APPOINTMENT.

2. QUALIFICATIONS OF ACADEMY BOARD MEMBERS: TO BE QUALIFIED TO SERVE ON THE ACADEMY BOARD, A PERSON SHALL: (A) BE A CITIZEN OF THE UNITED STATES; (B) RESIDE IN THE STATE OF MICHIGAN; (C) SUBMIT ALL MATERIALS REQUESTED BY THE OCS CHARTER SCHOOLS OFFICE INCLUDING, BUT NOT LIMITED TO, A OCS ACADEMY BOARD MEMBER QUESTIONNAIRE AND A RELEASE FOR CRIMINAL HISTORY BACKGROUND CHECK; (D) NOT BE AN EMPLOYEE OF THE ACADEMY; (E) NOT BE A DIRECTOR, OFFICER, OR EMPLOYEE OF A COMPANY OR OTHER ENTITY THAT CONTRACTS WITH THE ACADEMY; AND (F) NOT BE AN EMPLOYEE OR REPRESENTATIVE OF OCS OR BE A MEMBER OF THE BOARD OF TRUSTEES.

3. OATH /ACCEPTANCE OF OFFICE/ VOTING RIGHTS: FOLLOWING APPOINTMENT BY THE BOARD OF TRUSTEES, ACADEMY BOARD APPOINTEES MAY BEGIN THEIR LEGAL DUTIES, INCLUDING THE RIGHT TO VOTE, AFTER THEY HAVE SIGNED AN ACCEPTANCE OF PUBLIC\_ OFFICE FORM AND TAKEN THE OATH OR AFFIRMATION OF PUBLIC OFFICE ADMINISTERED BY A MEMBER OF THE ACADEMY BOARD. OTHER ----PUBUee>FFIC!At e>R-Ne>TARYPUBt!C.

4. LENGTH OF TERM; REMOVAL: AN APPOINTED ACADEMY BOARD MEMBER IS AN "AT WILL" BOARD MEMBER WHO SHALL SERVE AT THE PLEASURE OF THE BOARD OF TRUSTEES FOR A TERM OF OFFICE NOT TO EXCEED THREE (3) YEARS. 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 THIS RESOLUTION. 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 TERM OF SERVICE OF ANOTHER ACADEMY BOARD MEMBER, THEIR SERVICE ENDS AT THE END OF THE PREVIOUS ACADEMY BOARD MEMBER'S TERM.

IF THE BOARD OF TRUSTEES DETERMINES THAT AN ACADEMY BOARD MEMBER'S SERVICE IN OFFICE IS NO LONGER REQUIRED, THEN THE BOARD OF TRUSTEES 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 BE REMOVED FROM OFFICE BY A TWO-THIRDS (2/3) VOTE OF THE ACADEMY'S BOARD FOR CAUSE.

5. RESIGNATIONS: A MEMBER OF THE ACADEMY BOARD MAY RESIGN FROM OFFICE BY SUBMITTING A WRITTEN RESIGNATION OR BY NOTIFYING THE DIRECTOR. THE RESIGNATION IS EFFECTIVE UPON RECEIPT BY THE DIRECTOR, 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 DIRECTOR SHALL CONFIRM A RESIGNATION IN WRITING. THE RESIGNATION SHALL BE EFFECTIVE UPON THE DATE THE DIRECTOR SENDS CONFIRMATION TO THE RESIGNING ACADEMY BOARD MEMBER.

6. VACANCY: AN ACADEMY BOARD POSITION SHALL BE CONSIDERED VACANT WHEN AN ACADEMY BOARD MEMBER:

A. RESIGNS B. DIES C. IS REMOVED FROM OFFICE D. IS CONVICTED OF A FELONY E. CEASES TO BE QUALIFIED F. IS INCAPACITATED

7. FILLING A VACANCY: THE ACADEMY BOARD MAY NOMINATE, AND THE DIRECTOR SHALL RECOMMEND OR TEMPORARILY APPOINT PERSONS TO FILL A VACANCY AS OUTLINED IN THE "SUBSEQUENT APPOINTMENTS" AND "EXIGENT APPOINTMENTS" PROCEDURES IN THIS RESOLUTION.

8. NUMBER OF ACADEMY BOARD MEMBER POSITIONS: THE NUMBER OF MEMBER POSITIONS OF THE ACADEMY BOARD OF DIRECTORS SHALL BE FIVE (5), SEVEN (7) OR NINE (9), AS DETERMINED FROM TIME TO TIME BY THE ACADEMY BOARD.

9. QUORUM: IN ORDER TO LEGALLY TRANSACT BUSINESS, THE ACADEMY BOARD SHALL HAVE A QUORUM PHYSICALLY PRESENT OR PARTICIPATING ELECTRONICALLY AT A DULY CALLED MEETING OF THE ACADEMY BOARD. A "QUORUM" SHALL BE DEFINED AS FOLLOWS:

# OF ACADEMY BOARD POSITIONS # REQUIRED FOR QUORUM

FIVE (5) THREE (3) SEVEN (7) FOUR (4) NINE (9) FIVE (5)

10. 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 PHYSICALLY OR ELECTRONICALLY AND THE NUMBER OF BOARD MEMBERS VOTING IN FAVOROF AN ACTION IS ASFOLLOWS:

> # OF ACADEMY BOARD POSITIONS # FOR QUORUM # REQUIRED TO ACT FIVE (5) THREE (3) THREE (3) SEVEN (7) FOUR (4) FOUR (4) NINE (9) FIVE (5) FIVE (5)

#### ARTICLE VIII

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 I ON BY A GOVERNMENTAL ENTITY EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 115 OF THE !RC, OR COMPARABLE PROVISIONS OF ANY SUCCESSOR LAW.

TO THE EXTENT PERMITTED BY LAW, UPON THE DISSOLUTION OF THE CORPORATION, THE BOARD SHALL AFTER PAYING OR MAKING

PROVISION FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL OF THE ASSETS OF THE CORPORATION TO THE BOARD OF TRUSTEES 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 IX

THE-eO.RPORATION-ANI:I-ITS-INCORPORATORS;-BOARD-MEMBERS;-oFFICERS,-EMPtOYEES, ANDVOLUNTEERS HAVE-GOVERNMEN"fAt ---IMMUNITY AS PROVIDED IN SECTION 7 OF ACT NO. 170 OF THE PUBLIC ACTS OF 1964, BEING SECTIONS 691.1407 OF THE MICHIGAN COMPILED LAWS.

#### ARTICLE X

THESE ARTICLES OF INCORPORATION SHALL NOT BE AMENDED EXCEPT BY THE PROCESS PROVIDED IN THE CONTRACT EXECUTED BY THE ACADEMY BOARD AND THE BOARD OF TRUSTEES.

#### ARTICLE XI

THE ACADEMY BOARD SHALL HAVE ALL THE POWERS AND DUTIES PERMITTED BY LAW TO MANAGE THE BUSINESS, PROPERTY AND AFFAIRS OF THE CORPORATION.

#### ARTICLE XII

A VOLUNTEER DIRECTOR IS NOT PERSONALLY LIABLE TO THE CORPORATION OR ITS MEMBERS FOR MONEY DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A VOLUNTEER OFFICER, EXCEPT LIABILITY FOR ANY OF THE FOLLOWING:

(!) THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED.

(II) INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS, OR MEMBERS.

(III) A VIOLATION OF SECTION 551 OF THE MICHIGAN NONPROFIT CORPORATION ACT;

(IV)AN INTENTIONAL CRIMINALACT.

#### (V)A LIABILITY IMPOSED UNDER SECTION 497(A).

IF THE CORPORATION OBTAINS TAX EXEMPT STATUS UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, THE CORPORATION ASSUMES ALL LIABILITY TO ANY PERSON OTHER THAN THE CORPORATION FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR OCCURRING ON OR AFTER THE FILING OF THE ARTICLES INCURRED IN THE GOOD FAITH PERFORMANCE OF THE VOLUNTEER DIRECTOR'S DUTIES.

THIS ARTICLE SHALL NOT BE DEEMED A RELINQUISHMENT OR WAIVER OF ANY KIND OF SECTION 7 OF THE GOVERNMENT LIABILITY FOR NEGLIGENCE ACT, BEING ACT NO. 170, PUBLIC ACTS OF MICHIGAN, 1964.

#### ARTICLE XIII

THE CORPORATION ASSUMES THE LIABILITY FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR, VOLUNTEER OFFICER, OR OTHER VOLUNTEER IF ALL OF THE FOLLOWING ARE MET:

(I) THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY;

### (II) THE VOLUNTEER WAS ACTING IN GOODFAITH;

(III) THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE DR WILLFUL AND WANTON MISCONDUCT;

(IV) THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT; AND

(V) THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED UNDER SECTION 3135 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL500.3135.

THIS ARTICLE SHALL NOT BE DEEMED A RELINQUISHMENT OR WAIVER OF ANY KIND OF SECTION 7 OF THE GOVERNMENTAL LIABILITY FOR NEGLIGENCE ACT, BEING ACT NO. 170, PUBLIC ACTS OF MICHIGAN, 1964.

#### ARTICLE XIV

THE OFFICERS OF THE ACADEMY BOARD SHALL BE A PRESIDENT, VICE PRESIDENT, SECRETARY AND A TREASURER, EACH OF WHOM SHALL BE SELECTED BY THE BOARD OF DIRECTORS. THE ACADEMY BOARD MAY SELECT ONE OR MORE ASSISTANTS TO THE OFFICERS AND MAY ALSO APPOINT SUCH OTHER OFFICERS AND AGENTS AS THEY MAY DEEM NECESSARY FOR THE TRANSACTION OF THE BUSINESS OF THE CORPORATION.

PURPOSES SET FORTH IN ARTICLE II UNLESS/OR UNT	EFFECTIVE UPON FILING. HOWEVER, THE CORPORATION S TIL THE OCS BOARD OF TRUSTEES ISSUES TO THE ACADEM	MY BOARD A CONTRACT TO
OPERATE AS A PUBLIC SCHOOL ACADEMY, AND THE	E CONTRACT IS EXECUTED BY BOTH THE ACADEMY BOARE TRUSTEES.	O AND THE OCS BOARD OF
 =-===============================		==:;'
Signed this 1st Day of March, 2018 by the incorporate	tor(s).	
Signature	Title	
Candace Sorensen	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

<u>*'*- Decline</u> Accept

1

# MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

# FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

LIGHTHOUSE CONNECTIONS ACADEMY.

*ID Number:* 802168042

received by electronic transmission on March 01, 2018 , is hereby endorsed.

Filed on March 02, 2018 , 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.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 2nd day of March, 2018.

7...\_(*u*;, ,..,{/

Julia Dale, Director Corporations, Securities & Commercial Licensing Bureau

SCHEDULE 3

**BYLAWS** 

# **TABLE OF CONTENTS**

# **BYLAWS**

	<u>Page</u>
Article I.	Name of School of Excellence
Article II.	Form of Academy
Article III.	Offices
I. 2.	Principal Office Registered Office
ArticleIV.	Board of Directors
I. 2. 3.	General Powers Method of Selection and Appointment Compensation
Article V.	Meetings
I. 2. 3. 4.	Regular Meetings Special Meetings Notice; Waiver Open Meetings Act
5.	Presumption of Assent
Article VI.	Committees
I.	Committees
Article VIL	Officers of the Board
I.	Number
2.	Election and Tenn of Office
3.	Removal
4.	Vacancies
5.	President
6.	Vice-President
7.	Secretary
8.	Treasurer
9.	Assistants and Acting Officers
10.	Salaries
II.	Filling More Than One Office
	-

ArticleVIII.	Contracts, Loans, Checks and Deposits; Special Corporate Acts
1.	Contracts
2.	Loans
3.	Checks, Drafts, etc
4.	Deposits
5.	Votingof Securities Owned by this Corporation
6.	Contracts between Corporation and Related Persons
Article IX.	Indemnification
Article X.	Fiscal Year, Budget and Uniform Budgeting and Accounting
Article XL	Seal
Article XII.	Amendments
Certification	

# **BYLAWS**

### OF

# - .. LIGHTHOUSECONNECTIONSACAHEMY-

# **ARTICLE I**

#### NAME

This organization shall be called Lighthouse Connections Academy (The "Academy" or the "corporation").

# **ARTICLE II**

# FORM OF ACADEMY

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

#### ARTICLE ill

# **OFFICES**

Section I. <u>Principal Office</u>. The principal office of the Academy shall be located in the State of Michigan.

Section 2. <u>Registered</u> <u>Office</u>. The registered office of the Academy shall be 250 Monroe Ave. NW, Suite 400, Grand Rapids, Michigan 49503. The registered agent is Candace L. Sorensen It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

# **ARTICLE IV**

# **BOARD OF DIRECTORS**

Section I. <u>General Powers.</u> The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6E of the Revised School code ("Code"). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. <u>Method of Selection and Appointment.</u> Nomination and appointment to the Academy Board sh,all be handled in the following manner:

I. <u>Method of Selection and Appointment of Academy Board Members:</u>

a. Initial Academy Board Member Nominations and Appointments: Asparto£the schooLof excellence application, the school of excellence applicant shall propose to the District Superintendent ("Superintendent") the names of proposed individuals to serve on the initial board of directors of the proposed cyber school of excellence. When the Superintendent recommends an initial contract for approval to the Board of Education, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the school of excellence applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including an Academy Board Member Questionnaire and a Criminal Background Check Report.

**b.** Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Superintendent: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Superintendent may or may not recommend the proposed nominee submitted by the Academy Board. If the Superintendent does not recommend a nominee submitted by the Academy Board, the Superintendent shall select a nominee and forward that recommendation to the Board of Education for appointment. The Board of Education shall have the sole and exclusive right to appoint members to the Academy Board.

<u>c.</u> <u>Exigent Appointments:</u> When the Superintendent determines an "exigent condition" exists which requires him/her to' make an appointment to a school of excellence's board of directors, the Superintendent may immediately appoint a person to serve as a school of excellence board member for the time specified, but not longer than the next meeting held by the Board of Education when a regular appointment may be made by the Board of Education. The Superintendent shall make the appointment in writing and notify the school of excellence's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board form taking action without such an appointment.

3. <u>Oualifications of Academy Board Members:</u> To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) submit all materials requested by the Superintendent including, but not limited to, an Academy Board Member Questionnaire and a release for criminal history background check; (c) not be an employee of the Academy; (d) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (e) not be an employee or representative of Oxford Community Schools or be a member of the Board of Education.

4. <u>Oath /Acceptance of Office / Voting Rights:</u> Following appointment by the Board of Education, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary

5. Length of Term: Removal: An appointed Academy Board member shall serve for a term of office not to exceed three (3) years. 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 this resolution. 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 term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. <u>Resignations:</u> A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Superintendent. The resignation is effective upon receipt by the Superintendent, 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 Superintendent shall confirm a resignation in writing. The resignation shall be effective upon the date the Superintendent sends confirmation to the resigning Academy Board member.

7. <u>Vacancy:</u> An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

8. <u>Filling a Vacancy:</u> The Academy Board may nominate and the Superintendent shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

9. <u>Number of Academy Board Member Positions:</u> The number of member positions of the Academy Board of Directors shall be five (5) or seven (7), as determined from time to time by the Academy Board.

10. <u>Quorum:</u> In order to legally transact business the Academy Board shall have a quorum participating in a duly called open meeting of the Academy Board. A majority of the members of the Board who are then in office constitutes a quorum for the transaction of business unless the

articles of incorporation or bylaws provide for a l rger or smaller number. However, a quorum of the board may not be less than 1/3 of the members of the Board who are then in office.

11. <u>Manner of Acting:</u> The Academy Board shall be considered to have "acted," when a duly called open meeting of the Academy Board has a quorum and a majority of the participating ------members-vote-infavor of-an-action,-Pursuant-to-the-MichiganNonprofit eorporation-Act;-unless----- otherwise restricted in the articles of incorporation or bylaws, a member of the Board may participate in a meeting by means of conference telephone or other means of remote communication if all individuals who are participating in the meeting can communicate with the other participants. Participation in a meeting under this subsection constitutes attendance in person at the meeting.

Section 3. <u>Compensation</u>. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

# ARTICLEV

#### MEETINGS

Section I. <u>Annual and Regular Meetings.</u> The Academy Board shall hold an annual meeting each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

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

Section 3. <u>Notice: Waiver</u>. 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 Director stating the time and place of the meeting, delivered personally, mailed, emailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or email sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the

express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. <u>Open Meetings Act</u>. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. <u>Presumption of Assent.</u> A director of the Academy Board who participates in a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director 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 corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

# **ARTICLE VI**

# COMMITTEES

Section 1. <u>Committees.</u> The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of the 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, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

### ARTICLE VII

# **OFFICERS OF THE BOARD**

Section 1. <u>Number.</u> The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2. <u>Election and Term of Office</u>. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually 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 IV, Section 2. Upon becoming a Governing Board, the Board President may serve in an officer position for three consecutive

years. After completion of three consecutive years of service, the Board President may serve in another officer position.

Section 3. <u>Removal.</u> An Academy Board member may be removed from office by a twothirds (2/3) vote of the Academy's Board for cause.

Section 4. <u>Vacancies.</u> A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5. <u>President.</u> The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The president shall be an ex-officio member of 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 Board from time to time.

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

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

Section 8. <u>Treasurer</u>. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) keep 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 depositors as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. <u>Assistants and Acting Officers</u>. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be

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

Section 10. <u>Salaries</u>. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

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

# **ARTICLE VIII**

# CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. <u>Contracts.</u> 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 there to. No contract into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalfofthe corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan 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 Oxford Community Schools or impose any liability on Oxford Community Schools, its trustees, officers, employees, or agents.

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

,.ectionA.--- · <u>I>eposits.--A!Hunds-of"thecorporation-not-otherwise-employed-shallbedeposited-</u> 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. <u>Voting of Securities Owned by this Corporation</u>. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. <u>Contracts Between Corporation and Related Persons.</u> As required by Applicable Law, any Director, 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 No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Complied Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

### ARTICLE IX

#### **INDEMNIFICATION**

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 corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to

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

#### ARTICLEX

### FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

Section I. <u>Fiscal Year, Budget and Uniform Budgeting and Accounting.</u> The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the Board of Education, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, asamended.

#### ARTICLE XI

#### SEAL

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

### ARTICLE XII

#### **AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon approval, the Academy Board shall forward the amendment to the Oxford Community Schools' District Superintendent. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the Superintendent. The Academy Board is encouraged to submit proposed Bylaw changes to the Superintendent, for review and comment, prior to adoption. If at any time the Superintendent identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, s/he shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

# CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Miclligan corporation r· in an open and public meeting, by the <u>Academy Board on the 1</u>'. Caayof March, 2018.

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# SCHEDULE 4

# FISCAL AGENT AGREEMENT

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### SCHEDULE 4

### FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Oxford Community Schools ("OCS") <u>Board of Trustees ("OCS Board"}</u>, an <u>authorizing</u> body as <u>defined by th lylichigan Revised School</u> Code, as amended (the "Code"), to Lighthouse Connections Academy ("Academy"), a Michigan public school academy.

### **Preliminary**·Recitals

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

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

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

#### **ARTICLE I**

### **DEFINITIONS AND INTERPRETATIONS**

Section 1.0I. <u>Definitions.</u> 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. I 05 of the Public Acts of 1855, being Section 21 .146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the OCS Board or an officer or employee of OCS as designated by the OCS Board.

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

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

"State" means the State of Michigan:

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of I979, as amended:

Section 1.02. <u>Fiscal Agent Agreement Incorporated into Contract</u>; <u>Use of Contract</u> <u>Definitions</u>. This Fiscal Agent Agreement shall be incorporated into and is part of the Public School Academy Contract (the "Contract") issued by the OCS Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

### **ARTICLE II**

### <u>FISCAL AGENT</u> <u>DUTIES</u>

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

Section 2.02. <u>Transfer to Academy</u>. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) 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. <u>Limitation of Duties.</u> 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. <u>Academy Board Requests for Direct Intercept of State School Aid</u> <u>Payments.</u> 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 OCS 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 aform and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the OCS Board

#### ARTICLE III

### STATE DUTIES

Section 3.01. <u>Eligibility for State School Aid Payments.</u> 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. <u>Method of Payment.</u> Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

### **ARTICLE IV**

### ACADEMY DUTIES

Section 4.01. <u>Compliance with State School Aid Act.</u> 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, asamended.

Section 4.02. <u>Expenditure of Funds.</u> 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. <u>Mid-Year Transfers.</u> 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. <u>Repayment of Overpayment</u>. 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. <u>Deposit of Academy Funds.</u> 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. <u>Records.</u> The Fiscal Agent shall keep books of record and account of all <u>transactions relating</u> to <u>tb ceiJ</u>ts, <u>disbursements</u>, <u>allocations</u> and <u>aJJIllicgition OfJhe State</u> 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. <u>Reports.</u> The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 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 OCS Board receives under this Agreement.

### **ARTICLE VI**

### CONCERNING THE FISCAL AGENT

Section 6.0I. <u>Representations</u>. 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. <u>Limitation of Liability</u>. 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.

# Acknowledgement of Receipt

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

\_\_\_\_ Director Bureau of State and Authority Finance Michigan Department of Treasury

Date ----- 2018

# SCHEDULE 5

# MASTER CALENDAR OF REPORTING REQUIREMENTS

# Public School Academy /School of Excellence Master Calendar of Reporting Requirements July 1, 2018 - June 30, 2019

DIFE	DEDODT DESCRIPTION	<u>ALIDN ATTO</u>
DUE DATE	REPORT DESCRIPTION           Board Adopted 2018-2019 School Calendar/School Day Schedule.	SUBMIT TO: CSO
July 1 July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2018-2019.	
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2018-2019.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2018-2019, if a licable.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2018- 2019 academic year, if applicable (See MDE website, www.michi an. ov/mde, for MDE due date and form .	CSO
Au ust3	Annual Or anizational Meetin Minutes for 2018-2019.	CSO
August3	Board Resolution appointing Chief Administrative Officer for 2018-2019.	CSO
August3	Board Resolution appointing Freedom of Information Act Coordinator for 2018-2019.	CSO
Au ust3	Board Designated Legal Counsel for 2018-2019.	CSO
August3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2018-2019.	CSO
August20	Annual Education Report 2018-2019 academic year to be submitted and presented at a public meeting.	CSO
August 29	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
September 6	Organizational Chart for 2018-2019.	CSO
September 6	Board approved Student Handbook 2018-2019.	CSO
September 6	Board approved Employee Handbook 2018-2019.	CSO
September 6	Copy of School Improvement Plan covering 2018-2019 academic year.	CSO
September 6	School Information Update- See Epicenter Task for template	CSO
October 3	Completed PSA Insurance Questionnaires. Required forms availableat wwwvsu.edu/cso	CSO
October 3	Staff Roster (GVSU Format) and Photo Release	CSO
October 3	Annual Nonprofit Corporation Information Update for 2018.	CSO
October 10	Unaudited Count Day Submission.	CSO
October 10	Criminal History Record Registration- New Schools	CSO
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September	CSO
	2018 Enrollment and Attendance for <b>1</b> <sup>st</sup> & 2 <sup>nd</sup> Year PSAs and	
	Academies who added grade levels. (See MDE website, www.michi an. ov/mde for MDE due date .	

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 28	Audited Financial Statements for fiscal year ending June 30, 2019. (See MDE Website, www.michi an. ov/mde, for MDE due date.	CSO
October28	Management Letter (comments and recommendations from independent	CSO
October 28	-financial-auditor)-for-fiscal-year-ending-June-J(),2()19;-ifissued;-Jf- management letter is not issued, a letter from the Academy stating a mana ement letter was not issued is re uired to be submitted. Annual A-133 Single Audit for year ending June 30, 2019 is required if	CSO
	over \$SOOK in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	
October 28	1 <sup>st</sup> Quarter Financial Statements - quarter ending 09/30.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2018-2019 signed by a representative of the Academ.	CSO
January 6	Staff Roster (GVSU Format)	CSO
January 30	2 <sup>nd</sup> Quarter Financial Statements - quarter ending 12/31.	CSO
January 30	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gysu.edu/cso.	CSO
January 30	Board Member Annual Conflict ofInterest	CSO
February 17	Winter CountDay Submission.	CSO
March(TBD)	Anti-Bullying Policy, in accordance withMatt's Safe School Law (new schools .	CSO
April 28	$3^{rd}$ Quarter Financial Statements - quarter ending $03/31$ .	CSO
May 15	Notice of Open Enrollment & Lottery Process or OpenEnrollment & Lottery Process Board Policy for 2018-2019.	CSO
June2	Certificate of Boiler Inspection coveringyears 2018-2019.	CSO
June27	Board Approved Amended Budget for 2018-2019 fiscal year (or statement that budget has been reviewed and no amendment was needed.	CSO
June 27	2018-2019 Log of emergency drills, including date, time and results. Sam le form available at www. su.edu/cso.	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2019 inde endent financial audit.	CSO
June 27	Food service license expiring 04/30/2019.	cso

# Ongoing Reporting Requirements July 1, 2018 - June 30, 2019

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 occurrence.

<b>DUE DATE</b>	REPORT DESCRIPTION	SUBMIT TO:
Date notice is	Academy Board Meeting Record of Postings - cancellations, changes,	CSO
posted	special meetings, emergency etc. Must include time and date of actual <u>rostin</u> .	
14 business days after Board meetin	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board a roval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days	Board Adopted Annual Operating Budget for 2018-2019 including	No submission
after board a roval	Salary/Compensation Transparency Reporting to be available on school website er the State School Aid Act as amended	needed.
14 business days after Board a roval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board a roval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education re uirin a formal res onse.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal res onse.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academ.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of recei t	Request and Responses to Freedom ofInformation Requests.	CSO

# Original/SubsequentBoard Policy Reporting Requirements July 1, 2018 - June 30, 2019

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission  $\mathbf{if}$  Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider A reements/Amendments	CSO
Academ 's Educational Goals.	CSO
Office of Fire Safety (OFS-40) - original occupancy permit and permits for	CSO
renovations/additions, etc.	
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit	CSO
www.michigan.gov/asbestos for Michigan's model management plan. A copy of the	
"acce, tance" letter sent b, MIOSHA is also re uired.	
Communicable Disease Curriculum (including minutes of board a roval.	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
<b>Board adopted Purchasing Policy</b> (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval).	
Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval).	
Harassment of Students Policy (date of approval)	CSO
Reference: MCL 380.1300a	
Search and Seizure Policy (date of approval).	CSO
Reference: MCL 380.1306	
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval). Reference: MCL 380.1309; MCL 380.1312 8 & 9; MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional	CSO
Activity Policy	000
Reference: MCL 380.1137	
Board Member Reimbursement of Expenses Policy (date of approval).	CSO
Reference: MCL 380.1254; MCL 388.1764b	
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of	CSO
a roval. Reference: MCL 380.1299	
	CSO

<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval). Reference: MCL 324.8316, 380.1256	CSO
Nondiscrimination and Access to Equal Educational Opportunity Policy (date of	CSO
approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil	
Rights-Acr,-Titie-vI-ofthe-civi!-rughtskctof-1904-;-Tttle!Xoiilie Education Afnenilinents	
of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	
Academy Deposit Policy (date of approval).	CSO
PA 105 of 1855, bein <t 11.10="" 21.146,="" charter="" contract<="" mcl="" of="" section="" td="" the=""><td>0.00</td></t>	0.00
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval). Reference: 42 USC 66 1751, 1758, 1766; 42 USC S 1773	CSO
Corporal Punishment Policy (date of approval). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval). Reference: MCL 380.1310b	CSO
<b>Cardiac Emergency Response Plan</b> (date of approval). Reference: MCL 29.19	CSO

# Calendar of Additional Reporting Requirements and Critical Dates July 1, 2016 - June 30, 2017

The following reports Academies must submit to the local JSD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission re uired.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date.	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant S stem MEGS if a licable.	CEPI
October October		MDE
		ISD
October I -	Teacher Certification/Criminal Background Check/Unprofessional	No submission
October 31 as scheduled	Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Grou . No submission re uired.	needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database ("SRSD") electronic file Contact the local ISD for due date,	CEPI
November	Deadline for Immunization Records Report-IPI00. (Contact Health De t. for due date .	Local Health De t.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next ear Contact local ISD for due date .ISD	
December 1 - December 31 as scheduled	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Grou . No submission re uired.	No submission required.
Nov/Dec		CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission .	MI Dept of Treas
Feb 1	Deadline for Immunization Record Report- IPl00 (Contact Health Dept. for due date). A financial penalty of 5% of a school's state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission re uired.

DUEDATE	REPORT DESCRIPTION	SUBMIT TO:
March	FS-4731-C - Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk official date TBD.	MDE
March	MEIS/Single Record Student <u>Database ("SRSD") electronic file</u>	ISD, CEPI
May 1- May31 as scheduled	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Grau. No submission re uired.	No submission required.
June	MEIS/ Single Record Student Database ("SRSD") electronic file (Contact local ISD for due date .	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database SID .	CEPI

# SCHEDULE6

# INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

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### SCHEDULE6

# INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENTCOMPANY

A. The following described categories of information are SJJecifically included within those to be made available to the public and the OCS Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy. of the Terms and Conditions:

- **1.** Copy of the Contract
- 2. Copies of the executed Constitutional Oath of public office form for each serving Director
- 3. List of currently serving Directors with name, address, and term of office
- 4. Copy of the Academy Board's meeting calendar
- 5. Copy of public notice for all Academy Board meetings
- 6. Copy of Academy Board meeting agendas
- 7. Copy of Academy Board meeting minutes
- 8. Copy of Academy Board approved budget and amendments to the budget
- 9. List of bills paid for amounts of \$10,000.00 or more assubmitted to the Academy Board
- 10. Copy of the quarterly financial reports submitted to the OCS Charter Schools Office
- **11.** Copy of curriculum and other educational materials given to the OCS Charter Schools Office
- **12.** Copy of School improvement plan (if required)
- 13. Copies of facility leases, mortgages, modular leases and/or deeds
- 14. Copies of equipment leases
- 15. Proof of ownership for Academy owned vehicles and portable buildings
- **16.** Copy of Academy Board approved management contract with Educational Service Provider
- 17. Copy of Academy Board approved services contract(s)
- **18.** Office of Fire Safety certificate of occupancy for all Academy facilities
- **19.** MDE letter of continuous use (ifrequired)
- **20.** Local County Health Department food service permit (if required)

- 21. Asbestos inspection report and asbestos management plan (if required)
- 22. Boiler inspection certificate and lead based paint survey (if required)
- **23.** Phase 1 environmental report (if required)
- 24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
- **25.** Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
- 26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
- 27. Academy Board approved policies
- **28.** Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
- **29.** Proof of insurance as required by the Contract
- **30.** Any other information specifically required under Public Act 277 of 2011

<u>B.</u> The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.1 7(b); <u>Information to be provided by Educational Management Company.</u> of the Terms and Conditions:

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

### **SCHEDULE 7-1**

#### EDUCATIONAL GOALS AND PROGRAMS

Mission and Vision: Lighthouse's mission will be to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program. The vision ---- of-tighthuuse-will-be-to--reach-students-throughout-Michigan-for-whom-aninnovative; personalized -----learning approach provides the best pathway to school success.

The Academy shall achieve or demonstrate measurable progress toward the achievement of the educational goal(s) identified in this schedule. Upon request, the Academy shall provide the Authorizer with a written report, along with supporting data, assessing the Academy's progress toward achieving the identified educational goal(s). To the extent applicable, the pupil performance of the Academy shall be assessed using both the mathematics and reading portions of the approved Michigan state assessment.

Educational Goal(s) to Be Achieved And Targeted Measures

Goal	Yecir 1- 2018-19	Year2 2019-20	<b>vear</b> 3 2020-21	Year4 2021-22	Year 5 2022-23
1. State Proficiency	85%	86%	87%	88%	89%
Percent of all official published state test proficiency rates					
for the school will meet or exceed the state average. The					
calculation is a ratio of the school's result to the state					
average for each tested subject-grade level. Each ratio is a					
weighted average computed based on the number oftests					
taken by students at the school and officially counted. If no					
official pass rate and number of students' tests counted is					
available for a subject-grade level test, one will be computed					
using data loaded into Connexus®.					
2. Student Growth	50%	52%	54%	56%	58%
Percent of returning FAY students' (enrolled for state testing					
last school yearand this.school year) state test scores will					
indicate proficiency or better, or willshow improvement of					
at leastone category in 4th through 8th grade Reading a.nd					
Math(e.g.,from "Belo.w Basic" to "Basic"). Reading and					
Math will be calculated separately and averaged.					
3. Grades K-8 & High School Successful Course	82%	82%	82%	82%	82%
Completion					
Percent of completed courses in Mathematics, English					
Language Arts, Science, and Social Studies will result in a					
passing grade or credit	000/	000/	000/		
4 High S hool Cohorts (aU4 current}% on-track	. 68%	68%	68%	68%	68%
This <b>will</b> be calculated separately for each of the 4. "active"					
cohorts in a high school The calcu.lation is the .number. of					
. enrolled students in that cohort "on track" at the end of the					
school year ("on track" according to a Connexus-calculated					
metric based on student credit accumulation), divided by the					
number of students in that cohort showing in state data					
systems as the school's responsibility, The assumption is that					
even if a student wit.hdraws fr.om the school, he or she is still					
the school's responsibility unless or until the state's data		·.			
systemshows that the student is no longer the schools'					

Goal	Year I 2018-19	<b>'vear z</b> 2019-20	Year3 2020-21	Year4 2021-22	Year 5 2022-23
responsibility and wilf not be counted in the calculation of the schools' four-year cohort graduation rate (typically the school must be able to prove the student has transferred to another diploma granting program, left the state, or passed					
•way 5. Parent Satisfaction Lighthouse will have an average of 80% positive responses on the 21 Parent Satisfaction Survey questions that are most directly affected byschools	80%	80%	80%	80%	80%
6. Student Retention Lighthouse will have a75% "during school year" (DSY) retention rate, equal to one minusthe D.SY withdrawal rate as reported in. the June 30.Monthly School Report (MSR)	75%	75%	75%	75%	<b>75%</b>

\*Astudent has full academic year /FAY) status when theyare present in the same entity for the fall /October) count day, spring /February) count day, and assessment demographic snapshot.

# SCHEDULE 7-2

# CURRICULUM ·

The Academy will provide the following curriculum.

# Elementary School (K-S) and Middle School (6-8) Curriculum

Students in grades K-5 will be enrolled as elementary school students and students in grades 6-8 will be enrolled as middle school students. The program of instruction for students in grades K-8 has the ability to be individualized, personalized, and delive.red in a non-traditional environment to give students the best pathways to success. Michigan-certified teachers will create and deliver a personalized elementary school and middle school curriculum which will be tailored to best meet the needs oftheir students.

The exact courses offered will vary each year (with the anticipation of expanding offerings) and depend on the number of students enrolled, the grade levels of enrolled students, the number of staff hired meeting educational, operational, and financial requirements and the priorities. Although students in a full-time cyber school have flexibility in their daily schedules, elementary and middle school students will take seven to nine courses per year with a minimum of six courses. The following lessons will be scheduled on a weekly basis for students in elementary grade levels, K-8. In addition to lessons, students will have the opportunity to participate in nationally-facilitated nonacademic and extracurricular clubs and activities on a weekly basis.

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# Kindergarten-Grade 5:

- Language Arts, 5 lessons per week
- Mathematics, 5 lessons perweek
- Social Studies, 3 to 4 lessons per week
- Science, 3-4 lessons per week
- Optional electives such as Music, Sign Language, Spanish, or Chinese

# Grades 6-8:

- Language Arts, 5 lessonsper week
- Mathematics, 5 lessons per week
- Social Studies, 3 to 5 lessons per week
- Science, 4 to 5 lessons per week

with daily physical activity

- Fine Arts, 1 to 2 lessons per week
- Education Technology, 1 lesson perweek

Fine Arts, 1to 2 lessons per week

Education Technology, 1 lesson per week

Physical Education & Health, 1 lesson per week,

- Physical Education & Health, 1 lesson per week, with activities for daily physical activity
- Optional electives such as Music, Sign Language, Spanish, or Chinese

Below is a chart including the titles of courses being offered for students in Michigan in grades K-8 in the 2017-18 school year. This course list may change prior to the 2018-19 school year, when the Academy will open. In addition, future courses can be added to the course catalog based on Lighthouse's requests and student demand. The School Leader will work with the education management organization every year to select the courses to be offered at the school based on requirements and student need. Course descriptions are provided at the

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Elementary and Middl	e School (K-8) Course List
Language Arts	Math
nguage-Arts-(A-&-B)-K;-1;-2;-3;4;-S-,-a;-7;-8-—	-t
Gifted and Talented Language Arts (A & B) 3, 4, 5, 6, 7, 8	Gifted and Talented Math (A&B) 3,4,5,6,7
	Essential Math (A&B) 3,4,5,6,7
	Algebra Readiness (Pre-Algebra) (A & B)*
	Essential Algebra Readiness {Pre-Algebra) (A & B)*
	Linear Algebra A/B 8
	Algebra 1 A/B*
	Geometry A/B*
	*Part of a coursesequence offered to gifted oraccelerated
	students
Science	Social Studies
Science(A & B) K, 1, 2, 3, 4, 5, 6, 7, 8	Social Studies (A & B) K, 1, 2, 3, 4, 5
Gifted and Talented Science(A & B) 3, 4, 5, 6, 7, 8	Michigan Studies 6 A/B
	United States History 7 A/B
	Global Studies 8 A/B
Technology	Health and Physical Education
Educational Technology and Online Learning	Physical Education K, 1, 2, 3, 4, 5
К, 1, 2, 3, 4, 5, 6, 7, 8	Health and Physical Education 6, 7, 8
Art	i Jenit !::r.il!fS11!1t111111" "
Art K,1,2,3,4,5,	Elementary Spanish (I & II) 3, 4, 5
Art (A & B) 6,7,8	Elementary Chinese {I and II) 3, 4, 5
	Elementary Sign Language 3, 4, 5
	Middle School Spanish (I and II) 6, 7, 8
	Middle School Chinese (I and 11)6, 7, 8
	Middle School Sign Language 6,7,8
	Experiencing Music {I, II) K, 1, 2
	Discovering Music (I, II) 3, 4, 5
	Gifted and Talented Literature Study 2, 6, 7, 8
	Home Life K, 1, 2, 3, 4, 5
	Introduction to Entrepreneurship 6, 7, 8
	WebQuest

World language instruction is available {Mandarin Chinese and Spanish) for students in grades 3-8. Advanced middle school students {typically grade 8) may also have the option to take high school level French, German, Spanish, Japanese, Mandarin Chinese, and Sign Language. Language courses integrate proven-effective online materials with a unique audio recording tool that allows teachers to hear and grade actual student speech. In addition to World Language courses, eligible middle school students may take high school courses in Math, English Language Arts, Social Studies, Science, and appropriate electives and will earn high school credit pending successful completion of the course.

Music, a popular elective, is offered for different grade and experience levels and is aligned to the Michigan Academic Standards and National Core Arts Standards. With audio, visual, and interactive technologies, this course provides a unique and advanced learning experience.

Students will use critical listening skills to analyze music while participating in interactive experiences. This elective will expand the student's knowledge of the foundations of music.

Students in grades K-8 can also use creative tools such as MediaChalk<sup>™</sup> which provides fun and interactive ways for students and teachers to tell digital stories. The platform allows teachers to teach a concept throughQl\_use of digital story-telling and create en\_gagir.gmov!e throlJ\_gh\_the use of music, voice narration, and a library of images all available within the program. Digital storytelling supports communication, creative thinking, reading, writing, and comprehension.

The Academy will also offer a selection of gifted classes. in math and language arts. With individualized lessons, special courses for gifted learners, and specialized teachers, an environment is created where talents are nurtured and potential is realized. The gifted and talented experts will also create programs for "twice-exceptional" students, those who are gifted but also have special education needs.

The Academy can provide online state assessment preparation through a Skills for Success course to students in Grades 3-8. This course uses Study Island® a state-specific assessment preparation and standards-based learning program. Each topic supports the Michigan Academic Standards and contains multiple assessment questions and practice. Students can choose either traditional tests or interactive games in order to go through the material. Teachers then have access to real-time progress reports that analyze deficiencies and help target assignments. In addition, teachers can assign Study Island topics to students in grades 9-12 who need extra practice or reinforcement with specific learningobjectives.

# **High School Curriculum**

The Academy will provide a balanced, challenging high school experience focused on students pursuing paths that lead to success, whether via college or an immediate career choice. A student's personalized path will be monitored along the way by the student, parents, teachers, and their school counselor. The Academy will provide a comprehensive program with four levels of academic coursework aligned to Michigan Academic Standards: Foundations, Standard, Honors, and Advanced Placement® (AP). While all levels are designed to meet standards and provide students a rigorous curriculum, the four levels enable differentiation based on student needs and college and career goals. Students will work with an academic placement.

Michigan-certifiedteacherswillcreateanddeliverapersonalized highschoolcurriculumwhich will be tailored to best meet the needs of their students.

The Foundations courses draw upon content from the earlier grade level and gradually scaffold instruction to the actual grade level of the course, in order to provide support and instruction in the prerequisite skill areas a student working at the Foundation level may need. Foundations courses may be structured differently (i.e., longer units might be organized into smaller chunks of content) and will have scaffolded supports for students. Some of adjustments include the following:

- Adjusted on-screen text (Lexile level, organization of key concepts, visual cues);
- Differentiated graphic organizers;
- Increased practice on key concepts;
- Unit companions or study guides to support students as they navigate through the course content;
- Increased support with vocabulary; and
- Differentiated assessments (wording on questions as well as adjustedportfolios).

The proposed high school curriculum includes a wide variety of electives and intensive world language instruction from Spanish to Japanese. Courses will continue to be added to the approved list as they become available.

The high school model will include both teacher- and student-directed instruction, with feedback and support through asynchronous and synchronous e-learning tools. The high school curriculum integrates digital and/or print versions oftextbooks from major publishers with enhanced multimedia, interactive materials and resources, discussions, and communication/conferencingtools. In addition, students have offline assignments, projects, novels, and practice work.

High school courses include extensive use ofTeachlet tutorials to engage students with the concepts and ideas they need to complete the lessons. Courses incorporate graded asynchronous online discussions which are required for all students creating opportunities for collaboration and interaction among students, increases problem solving skills, and provides opportunities for a "real-world" audience. The high school model also includes a host of services and procedures to address credits, transcripts, and counseling. It is important for students to start early on planning for graduation and post-secondary education or the world of work. Without early planning, students run the risk of missing crucial courses thereby thwarting their plans or aspirations.

An Honors/Advanced Placement® (AP) program will also be available for high school students. Students in grades 11 and 12 will also have access to Post Secondary Enrollment Options (PSEO). By enrolling in these demanding courses, students demonstrate their commitment to a college-prep-level education, which may give them a competitive advantage during the college application process.

Below is a chart that includes the titles of courses being offered in Michigan for students in grades 9-12 in the 2017-18 school year. This course list may change prior to the 2018-19 school year when Lighthouse will open. In addition, future courses can be added to the course catalog based on the Academy's requests and student demand. The School Leader will work with the education management organization every year to select the courses to be offered at the school based on requirements and student need. Course descriptions are provided at the

# following **URL:** <u>http://www.bluetoad.com/publication/?m-1702&I-1#{"issue id":293365."page":0</u>}

	High School (9-12) Course List	
	Language Arts	
<,ngllsh-9-1A-&-B)	English-Foundations-9-(A&-Bi	Honors-English9(A-&-B)* -
English 10 (A & B)	English Foundations 10 (A & <b>B)</b>	Honors English IO(A & B)*
English 11 (A & B)	English Foundations 11 (A & B)	Honors English II(A &B)'
English 12 (A & B)	English Foundations 12 (A & B)	Honors English 12(A & B)'
Journalism (A & B)	Speech and Debate	Speech andDebate
AP English Language & Composition	APEnglishLiterature & Composition	Journalism (A & B)
(A <b>8</b> B)	( <u>A&amp;B)</u>	
Singutation and the second	· · · · · · · · · · · · · · · · · · ·	
Algebra 1 (A & B)	Algebra 1 Foundations (A & B)	Honors Algebra (A & B)
Algebra 2 (A & B)	Algebra 2 Foundations (A & B)	Honors Algebra 2 (A & B)
Geometry (A & B)	Geometry Foundations (A & B)	Honors Geometry (A & B)
Pre-Calculus (A & B)	Pre-Algebra (A & B)	Statistics (A & B)
Calculus (A & B)	Explorations in Mathematics (A & B)	AP Statistics(A & B)
Consumer Math (A & B)	AP Calculus BC <b>(A</b> & B)	Advanced Algebra with Financi
AP Calculus AB (A & B)		Applications
	Science	
Biology (A & B)	Biology Foundations (A & B)	Honors Biology (A & B)
Chemistry (A & B)	Earth Space Science (A & B)	Honors Chemistry (A & B)
Physical Science (A& B)	Earth Science (A & B)	Forensic Science
Environmental Science (A& B)	MarineScience A/8	AP Biology (A & B)
Physics (A & B)	Physical Science Foundations (A & B)	AP Human Geography A/B
Flysics (A & D)	Honors Physical Science (A & B)	
	Social Studies	
American Government	Economics Foundations	United States History (A & B)
American Government Honors American Government	Economics Foundations AP Psychology	United States History Foundations
Honors American Government Economics	Economics Foundations AP Psychology AP United States History (A& B)	United States History Foundations $(A\&B)$
Honors American Government Economics World History (A & B)	Economics Foundations AP Psychology AP United States History (A& B) AP Macroeconomics	United States History Foundations (A&B) Honors United States History
Honors American Government Economics	Economics Foundations AP Psychology AP United States History (A& B)	United States History Foundations (A&B) Honors United States History (A&B)
Honors American Government Economics World History (A & B)	Economics Foundations AP Psychology AP United States History (A& B) AP Macroeconomics	United States History Foundations (A&B) Honors United States History (A&B) AP United States Government
Honors American Government Economics World History (A & B)	Economics Foundations AP Psychology AP United States History (A& B) AP Macroeconomics APMicroeconomics	United States History Foundations (A&B) Honors United States History (A&B)
Honors American Government Economics World History (A & B) Honors World History (A & B)	Economics Foundations AP Psychology AP United States History (A& B) AP Macroeconomics APMicroeconomics	United States History Foundations (A&B) Honors United States History (A&B) AP United States Government AP United States Hi,tory
Honors American Government Economics World History (A & B) Honors World History (A & B)	Economics Foundations AP Psychology AP United States History (A& B) AP Macroeconomics APMicroeconomics	United States History Foundations (A&B) Honors United States History (A&B) AP United States Government AP United States Hi,tory
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•	High School (9-12) Course List	
Entrepreneurship: Starting Your Own	Introduction to Law	
Business (A & B)	Introduction to Medical Assisting	
Freshman Success	Introduction to Paralegal Profession	
Critical Thinking and Study Skills	Introduction to Sociology	
International Business	Java Programming I, II	
Introduction to Marketing	Leadership and Supervision in Business	
Lffervlanagement5Kills-	Medical Lawan1fE!n1cs	
Senior Success	Medical Terminology	
	Principles of Management	
	Public Speaking	
	Research Methods	

# **SCHEDULE 7-3**

### DESCRIPTION OF STAFF RESPONSIBILITIES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, the Academy is authorized to --- mploy-orcontract-for-personn-el-accordin-g-to-th-e-pmitiun-information-outlin-ed-in-this-sch-edule -Th-e----Academy plans to contract with Connections Education LLC for the provisions of educational services, including personnel. Before entering into a contract with Connections Education LLC, the Academy Board will provide a copy of the agreement to the Authorizer pursuant to Section 11.11 of the Charter Contract.

Below are the description of staff responsibilities.

# School Leader Michigan 2018-2019 School Year

### **Position and Responsibilities**

Working from our Lighthouse Connections Academy office, within Oakland county, the School Leader
 w=n1 manage teach enaTthey use thephoffe a·nd·1ntemeno consalt regularlrwith learning coaches and ·· students, ensuring that each child successfully completes his/her instructional program. The School Leader is responsible for the overall school operation working with parents, students, support staff and certified teachers who "virtually" facilitate a home-based student instructional program.

Other key responsibilities include the following:

- Manage the implementation of the proven Connections Academy curriculum and school operation protocols;
- Ensure that teachers exhibit and maintain a high level of professionalism, instructional support and customer service;
- Ensure the academic success of individual students by utilizing all levels of academic support available and by maintaining a high level of communication with parents to deliver program information and address individual student needs;
- Create, implement, manage and monitor the schoolimprovement plan,
- Provide the school board with regular written and verbal reports and updates,
- Manage relationships with the authorizing school district, and stay current on the state's policies, procedures and legislation, including specific special education procedures, etc.;
- Deliver school outcomes based on a list of annual goals including student academic achievement;
- Ensure school reporting is completed correctly and on time,
- Assist teaching staff with implementing any program changes and/or new software application introductions;
- Exhibit high quality communication with all Lighthouse staff, students and families;
- Participate in parent outreach activities (for new and existing families) through informational meetings around the state and through virtualmeetings;
- Oversee newsletter production, phone calls, regional meetings, and surveys;
- Handle any student problems escalated by parents and teachers;
- Oversee the contracting and/or delivery of special education services to ensure that the school is in compliance with state and federal laws;
- Support the implementation and coordination of state standardized testing process and ensure high student participation rates;
- Manage staffing and budgeting for the school,
- Work with board legal counsel as needed,
- Provide assistance to families in need of additional support and encourage a high level of participation;
- Participate in student recruitment efforts including in-state trips, presentations, Q & A sessions and responding to the press;
- Support a robust "school community" through a program of in person field trips around the state and virtual activities;
- Manage the network of parent volunteers who assist with communityactivities;
- Supervise and evaluate all school staff as required by the state, authorizer and Connections Academy;

- Serve as a member of the Connections Academy team to develop and evolve best practices for distance education; and
- All other duties as assigned.

### Requirements

- Michigan administrative credentialrequired
- Strong leadership qualities and a commitment to goal directed management and accountability
- An interest in advancing educational delivery through leveraging technology in every aspect of instructional delivery and school management
- Minimum of 5 years teaching experience, as well as, administrative or management experience
- Advanced degree is required
- Excellent communication skills, both oral andwritten
- Customer focused approach
- Flexible
- Demonstrated ability to work well in fast paced environment
- Team player
- Technologically proficient (especially with use of the Internet and Microsoft Office products)

# Asst. Principal Michigan 2018-2019 School Year Position and Responsibilities

Working from our Lighthouse Connections Academy office, within Oakland county, the Assistant <sup>-</sup>nncipal<u>willco-ma-n-a-gealloftnescnoolope-rations:--Aaclitionally.-tnisinaiviaillilwillworl<closelyWith-</u> key centralized service centers including Enrollment, Technical Support, Materials Management, Fulfillment, Finance, Human Resources, Payroll and Facilities Management. It is also anticipated that this individual will manage a range of special projects, including high school protocols.

### Responsibilities:

Other key responsibilities include the following:

- Manage the implementation of the proven Connections Academy operational protocols;
- Ensure that teachers exhibit and maintain a high level of professionalism, instructional support and customer service,
- With the school leadership team, ensure the academic success of individual students by utilizing all levels of academic support available and by maintaining a high level of communication with parents to deliver program information and address individual studentneeds;
- Implement school improvement plan;
- Exhibit high quality communication with all Lighthouse staff, students and families;
- Assist teaching staff with training, implementing any program changes, and/or new software application introductions;
- Support a robust "school community" through a program of in person field trips around the state and virtual activities;
- Oversee student accounting functions including attendance maintenance;
- Manage receipt, storage and maintenance of local student records;
- Manage reconciliation between Connections Academy's data systems and state and local student information systems;
- Provide local support for facilities maintenance;
- Act as site administrator, as required;
- Act as a human resources liaison for school staff in the areas of benefits, leave tracking and the maintenance of local files;
- Supervise and evaluate teachers and other staff members;
- Work with school leader to monitor regulatory compliance and support preparation for legislative and financial audits;
- Monitor all enrollment requirements and communicate requirements to the Enrollment Department;
- Provide statetesting support including logistics for scheduling, tracking participation and contracting for testing facilities;
- Support contracting for supplemental student services;
- Monitor and track all school-based assets;
- Support the Marketing Department with student outreach, marketing and public relations;
- Stay current on the state's policies, procedures and legislation;
- Be available to handle emergencies; and
- All other duties as assigned

### **Requirements**

- Michigan Administrative certification
- Minimum of 5 years of relevant work experience
- Some operational or logistics experience and/or administrative or management experience

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- Excellent communication **skills**, both oral and written
- Demonstrated ability to work well in a fast paced environment
- Technologically proficient (especially with Microsoft Office products)
- Experience in managing people a plus
- Ability to travel as-needed

# Administrative Assistant Michigan 2018-2019 School Year

### **Position Summary:**

Working from our Lighthouse Connections Academy office, within Oakland county, the Administrative Assistant is responsible for daily administrative tasks of the school such as answering phones and email, receiving visitors, assisting the principal and teachers with administrative tasks, filing, and other duties as assigned.

### Responsibilities:

- Entering data into the online studentinformation system
- Answering the phones.
- Speak with Parents and Students
- Assist Administration with variousduties
- · Generating required reporting and school specific form collection
- Prepare reports by collecting, entering, and analyzing information
- Ability to assist in the training and mentoring of new administrative assistants
- Keep projects and reports on schedule
- Assist leadership in preparation for boardmeetings
- Demonstrate ability to organize resources and a planned approach in order to execute projects efficiently and timely.
- Motivated, self-starter who can work independently and in cross-functional team environment.
- Prioritize and manage multiple projects simultaneously, and follow through on issues in a timely manner
- Excellent follow-up skills; e.g. obtaining missing paperwork or checking in with people to keep a project moving forward.
- Additional duties as assigned.

### **Requirements:**

- Proficiency with Microsoft Office tools and web-based applications is essential
- Ability to multitask in a fast pacedenvironment
- · Good interpersonal skills and attentionto detail
- Excellent communication skills, both oral andwritten
- Customer focused approach
- High degree of flexibility
- Demonstrated ability to work well in fast paced team environment

Secondary Teacher Michigan 2018-2019 School Year

### Position Summary and Responsibilities

Working from our Lighthouse Connections Academy office, within Oakland county, certified Teachers will "virtually" manage instructional programs. Through use of the telephone, Internet and various curriculum tools they will consult regularly with learning coaches and students to ensure that each child successfully completes his/her instructional program.

The Secondary Teacher will be responsible for the successful completion of the following tasks:

- Complete all grading, create progress reports and conduct parent conferences in a timely **manner**;
- Support the instructional program with asynchronous web conferencing sessions and synchronous instruction;
- Review curriculum and devise alternate approaches to presenting lessons to increase student understanding (working directly with students and parents);
- Communicate with parents, students and other teachers on a regular basis to develop and update Personal Learning Plans and schedules, score assessments, provide feedback on student work, suggest instructional approaches and strategies, monitor completion of assignments and coach special projects;
- Work collaboratively with other teachers to ensure that all students are successfully progressing through the program, that parents have a central point of contact, and that tasks are distributed among the teachers;
- Develop a general knowledge of the entire program's K-12 curriculum and a very detailed knowledge of the courses for which responsible;
- Support students and parents with alternate strategies and provide additional assistance with daily assignments and projects;
- Communicate regularly with parents, students, and curriculum specialists through use of computer and telephone;
- Keep student records and data up-to-date, including cumulative files, online student and family information, attendance accounting, and logging all student and parent contacts;
- Consult with other teachers and staff learning specialists to develop alternate enrichment activities and modifications to students' programs to increase student understanding;
- Work with other teachers to coordinate social activities and relevant field trips for students;
- Manage regional field trips and make efforts to integrate trips into the curriculum;
- Devise and implement virtual methods of creating and maintaining a "school community";
- Participate in the organization and administration of the State Testing, asdirected;
- Participate in student recruiting sessions and other marketing efforts that require teacher representation;
- Work with Advisory Teachers and School counselor to ensurestudents and families are receiving appropriate communications, students are making adequate progress and established goals are being met;
- Attend field trips and other community activities implemented for families;
- Other duties as assigned.

### **Requirements**

- Highly qualified and certified to teach appropriate grade and subject in Michigan based on job
- The following certification types are preferred: BX, RX, DI, EX

------ -Strong\_technology\_skills-(especially-with-MicrosoftQS\_and-MSDfficeprograms) \_

- Excellent communication skills, both oral and written
- Customer focused approach
- High degree of flexibility
- Demonstrated ability to work well in fast paced environment
- Team player track record
- Willingness to travel on occasion for marketing and state testing events (may require occasional overnight travel)
- Ability to work remotely, if necessary
- Ability to work some occasional evening hours, as needed to support some families

Elementary Teacher Michigan 2018-2019 School Year

#### Position Summary and Responsibilities

Working from our Lighthouse Connections Academy office, within Oakland county, certified Teachers will "virtually" manage instructional programs. Through use of the telephone, Internet and various curriculum tools they will consult regularly with learning coaches and students to ensure that each child successfully completes his/her instructional program.

The Elementary Teacher will be responsible for the successful completion of the following tasks:

- Support the instructional program with asynchronous webconferencing sessions and synchronous instruction;
- Complete all grading, create progress reports and conduct parent conferences in a timely **manner**;
- Communicate with parents, students and other teachers on a regular basis to develop and update Personal Learning Plans and schedules, score assessments, provide feedback on student work, suggest instructional approaches and strategies, monitor completion of assignments and coach special projects;
- Develop a general knowledge of the entire program's K-12 curriculum and a very detailed knowledge of the grades for which responsible;
- Support students and parents with alternate strategies and provide additional assistance with daily assignments and projects;
- Communicate regularly with parents, students, and curriculum specialists through use of computer and telephone;
- Keep student records and data up-to-date, including cumulative files, online student and family information, attendance accounting, and logging of all student and parent contacts;
- Consult with team members and staff learning specialists to develop alternate enrichment activities and modifications to students' programs to increase studentunderstanding;
- Communicate with Parent Community Coordinators to suggest social activities and relevant field trips for students;
- Manage regional field trips and make efforts to integrate trips into the curriculum;
- Devise and implement virtual methods of creating and maintaining a "school community";
- Participate in the organization and administration of the State Testing, as directed;
- Participate in student recruiting sessions and other marketingefforts that require teacher representation.
- Review curriculum and devise alternate approaches to given lessons to increase student understanding (working directly with parents and students);
- Attend field trips and other community activities implemented for families;
- Other duties as assigned.

#### **Requirements**

Highly qualified and certified to teach Elementary grades in Michigan (appropriate to grade level responsibilities)

- Strong technology skills(especially with Microsoft OS and MS Office programs)
- Excellent communication skills, both oral andwritten
- Highly organized and punctual
- Customer focused approach
- High degree offlexibility

# ------ D e m o~n strated ability to work well in fast paced environment ......

- Team player track record
- Willingness to travel on occasion for marketing and state testing events (may require occasional overnight travel)
- Ability to work remotely, if necessary
- Ability to work some occasional evening hours, as needed to support some families

EL Lead Teacher Michigan 2018-2019 School Year

#### Position and Responsibilities

worR.ng from our LiglitnouseConieclionsAcaaemroffice Wifliif\UaRlanacornny:theEneaaTeacner will "virtually" manage instructional programs. Through use of the telephone, Internet and various curriculum tools they will consult regularly with general education teachers, learning coaches and students to ensure that each child receives the appropriate services and successfully completes his/her instructional program.

The EL Lead Teacher will be responsible for the successful completion of the following tasks:

- Create a welcoming environment in their classroom that fosters personalized learning, respect, and communication among students, learning coaches and themselves (this may include coordinating translators/interpreters for parents who are not native English speakers);
- Monitor student performance and provide timely feedback and intervention
- Use LiveLesson® (virtual live classroom) sessions in targeted and appropriate ways to improve student engagement and performance;
- Implement all required accomodations (or share this information with the general education teacher) as indicated on student's LEP Plan;
- Participate in SIOP® training sessions and create activities that are suitable for students; Lessons are connected to the SIOP® Model and instructional goals on the LEP Plan;
- Use data (formative and summative assessment data) to monitor student performance and provide multi-tiered intervention to facilitate student learning;
- Monitor and log student attendal)ce to general and EL LiveLesson® sessions and implement a plan to intervene when student presents a pattern of non-attendance;
- Provideongoingcontactwithstudents,generaleducationteachers,andLearningCoachesto build rapport;
- Verify interactions include Webmail messages, LiveLesson® sessions, Message Board postings, face-to-face interaction, and phone conversations;
- Collaborate with general education teachers to monitor students;
- Understand and remain compliant with state and federal EL laws;
- Complete training on how to administer screening and annual assessments (and participates in updated trainings annually as required);
- Administer screener assessments to potential EL students (W-APT") and annual EL assessments (ACCESS 2.0®) within the state-issued timeframes;
- Assure that ELL student files and data views are updated, complete and accurate in Connexus throughout the year and annual assessment scores are updated/parent notifications are sent out within state/federal timeframes; and
- Complete other duties as assigned

- Valid Michigan EL certification
- Strong technology skills(especially with Microsoft Office products)

- Excellent communication skills, both oral and written
- Customer focused approach
- High degree of flexibility
- Demonstrated ability to work wellin fast paced environment
- Team player track record
- ------ Willingness\_to\_traveLon\_occasionfor\_diagnostic\_and\_annuaLtesting\_events\_(may\_require\_\_\_\_\_

occasional overnight travel)

EL Teacher Michigan 2018-2019 School Year

# Position and Responsibilities

Working from our Lighthouse Connections Academy office, within Oakland county, certified Teacherswill "virtually" manage instructional programs. Through use of the telephone, Internet and various curriculum tools they will consult regularly with learning coaches and students to ensure that each child successfully completes his/her instructional program.

The EL Teacher will be responsible for the successful completion of the following tasks:

- Coordinate language proficiency screenings and WaPT and ACCESS assessments, staying compliant with state-timelines
- Participate in the organization and administration of the State Testing, as directed
- Attend local and state provided professional development trainings related to Title III compliance and instruction
- Complete all grading, create progress reports and conduct parent conferences in a timely **manner**;
- Support the instructional program with asynchronous webconferencing sessions and synchronous instruction;
- Become proficient with supplemental programs to support English Language Learners in the virtual setting, including interpreting data within the programs
- Review curriculum and devise alternate approaches to presenting lessons to increase student understanding (working directly with students and parents);
- Communicate with parents, students and other teachers on a regular basis to develop and update Personal Learning Plans and schedules, score assessments, provide feedback on student work, suggest instructional approaches and strategies, monitor completion of assignments and coach special projects;
- Collaborate with school leadership to create and maintain the school's English Learner Advisory
   Committee
- Work collaboratively with other teachers to ensure that all students are successfully progressing through the program, that parents have a central point of contact, and that tasks are distributed among the teachers;
- Develop a general knowledge of the entire program's K-12 curriculum and a very detailed knowledge of the courses for which responsible;
- Support students and parents with alternate strategies and provide additional assistance with daily assignments and projects;
- Communicates regularly with parents, students, and certified content area teachers through use of computer and telephone;
- Keep student records and data up-to-date, including cumulative files, online student and family information, attendance accounting, and logging all student and parent contacts;
- Consult with other teachers and staff learning specialists to develop alternate enrichment activities and modifications to students' programs to increase student understanding;
- Work with other teachers to coordinate social activities and relevant field trips for students;
- Attend field trips andother community activities implemented for families;

- Devise and implement virtual methods of creating and maintaining a "school community";
- Participate in student recruiting sessions and other marketing efforts that require teacher representation;
- Work with Advisory Teachers and School counselor to ensurestudents and families are receiving appropriate communications, students are making adequate progress and established goals are being met;
- Participate in Connections Education professional development sessions and associated activities
- Other duties as assigned.

- Michigan Appropriately Certified to teach EL
- Experience directly teaching EL students
- Bilingual preferred
- Strong technology skills (especially with Microsoft OS and MSOffice programs)
- Excellent communication skills, both oral and written
- Customer focused approach
- High degree of flexibility
- Demonstrated ability to work well in fast paced environment
- Team player track record
- Willingness to travel on occasion for school-based meetings, trainings, marketing and state testing events (may require occasional overnight travel)
- Ability to work remotely, if necessary
- Ability to work some occasional evening hours, as needed to support some families
- Must be able to work from the designated office location

Manager of Special Education Michigan 2018-2019 School Year

#### **Position Summary and Responsibilities**

<u>WorRmg from</u> our <u>L1gntnouse</u> Connections Acaaemy office, within OaKlarid county, the Manager of Special Education, who reports to the School Principal, will manage educational service delivery for our students with specialeducation needs. The Manager will implement the Michigan Connections Academy Individuals with Disabilities Education Act (IDEA) procedures and ensure that the school operates in compliance with all Michigan and federal regulations.

The Manager of Special Education will make certain that the school is providing appropriate programs in the least restrictive environment for all students with special needs. Duties will include management of the pre-referral and case conference committee processes, maintenance of student data, communication with parents, collaboration with service providers throughout the state, and the following:

#### **Responsibilities**

- Manage the implementation of the Lighthouse Connections Academy IDEA procedures, including procedures for IEP development, placement, evaluation and re-evaluation of students with disabilities;
- Maintain documentation within the IEP program and the Learning Management System that captures and organizes special education timelines and data;
- Coordinate the set-up and delivery of IEP mandated services to students;
- Communicate and consult with teachers and Learning Coaches regarding the instructional program for students with disabilities or other special needs;
- Oversee the development, tracking, dissemination and proper implementation of IEP or 504 plan mandated accommodations for students with special needs during state testing events;
- Coordinate implementation and proper administration of the Student Support Team (SST) process; participate in SST meetings as required;
- Collaborate with the corporate staff and members of the local school team concerning all facets
  of programming for students with special needs, from pre-referral intervention to transition and
  dismissal;
- Work directly with parents, as needed, to answer questions and ensure that all school actions are in compliance and that students are learning in the Least Restrictive Environment;
- Develop a working knowledge of Connections Academy's curricular options, and how they can be adapted and implemented to meet specific student needs; Introduce new ways of supporting special needs students in a virtual environment;
- Provide supervision to the special education teacher(s);
- Plan, implement, and evaluate staff in-service activities; and
- Performs such other duties as assigned by the School Principal or corporate Senior Director of Student Services.

#### **Requirements**

• Masters' Degree in Special Education or related Education Field

- Special Education Certification
- A minimum of 3 years fulltime successful teaching experience in special education
- Expertise in special education law and compliance
- Excellent communication skills, both oral andwritten
- Customer focused approach

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- Demonstrated ability to work well in fast paced environment
- Technologically proficient (especially with Microsoft Office products)
- Occasional travel (less than 10%)

#### Position and Responsibilities

<u>Woi'Rmg from</u> our Lighthouse Connections Acaclemy office, within Oa lancl county, the SpecialEducation Teacher will "virtually" manage instructional programs for students with special needs. Through use of the telephone, Internet and various curriculum tools they will consult regularly with learning coaches and students to ensure that each child successfully completes his/her instructional program. The Special Education Teacher will participate in all steps of the IEP process. They will work closely with other teachers and district professionals to ensure that the school's special education program is successful . and operating in compliance with federal and state regulations. The Special Education Teacher will utilize technology to deliver virtualinstruction.

The Special Education Teacher will be responsible for the successful completion of the following tasks:

- Manage and provide instructional guidance, virtual teaching and general strategies for a caseload of students;
- Develop, write and help implement IEPs and 504 plans;
- Evaluate tests and assessments, complete report cards and conduct parent conferences;
- Communicate regularly with parents/learning coaches of students with special needs to insure that their IEP goals are being met, and that their needs are addressed in a timely and appropriate fashion;
- Consult with teachers and coordinate the implementation of specially designed instruction as defined in the IEP regarding students with specific needs and potential learning issues;
- Provide direct services to students including services delivered through web-conferencing software, as needed;
- Schedule, organize and conduct IEP related meetings in a virtual environment, asneeded;
- Participate in the school's Student Support Team; helpteachers and learning coaches develop and implement program modifications and strategies for all students;
- Assist, as needed, with the organization and proper implementation of all paperwork, documentation and procedures for the IEP process;
- Assist with locating service providers for students needing related services as mandated by their IEPs;
- Assist with negotiating and executing contracts with service providers for students requiring such services;
- Maintain accurate and up-to-date data in the school's Learning Management System and special education software;
- Assist with administering state testing and coordinate the special adaptations that are required based on the IEP;
- Other duties as assigned.

- Degree in Special Education or related Education Field
- Valid Special Education credential in Michigan
- Experience in policy (IDEA) and/or administration with Special Education

- Strong technology skills (especially with Microsoft Office products)
- Excellent communication skills, both oral andwritten
- Customer focused approach
- High degree of flexibility
- Demonstrated ability to work well in fast paced environment

# -----• -T e=a mpla\_y\_eLtrack\_record

 Willingness to travel on occasion for marketing and state testing events (may require occasional overnight travel) Advisory Teacher Michigan 2018-2019 School Vear

#### Position and Responsibilities

Working <u>from</u> our Lighthouse Connections <u>Academy offic wiffiin oaRlanacounty:tneAclvisoryTem:her</u>. will virtually assist students and parents/learning coaches with course selection, scheduling and will be the initial point of contact for student concerns that span multiple subject areas as well as non-academic issues. The Advisory Teacher will become an expert on course and credit requirements and will work with the School Counselor to establish counseling processes for middle and high school students.

The Advisory Teacher will be responsible for the successful completion of the following tasks:

- Advise students and families related to academics, career planning and graduation;
- Keep abreast of all high school graduation requirements, including special requirements such as community service, and communicate this information to the High School Coordinator and to the principal;
- Assist students and parents with the secondary school course selection process according to specific state credit and graduation requirements and student needs and interests. An integral part of this process is assisting students and parents to develop a Four Vear Plan for meeting graduation requirements;
- Advise students with issues related to dropping courses and changing schedules, seeking support as needed, while ensuring that the school's course selection and drop policies are adhered to;
- Review student transcripts and the entry of credits into the online transcript system;
- Follow procedures to ensure that Connections Academy transcripts are accurate and up-todate;
- Work with the administrative assistants to obtain school records from the student's previous school (where applicable) and forwarding student records when appropriate;
- Implement programs for students and families related to interpersonal adjustment issues;
- Work with school teams to identify and help families access school and communityresources;
- Participate in the development of crisis prevention and management plans for the school and serve as a key member of the Student Support Team (SST);
- Coordinate a team of middle and high school teachers to help identify students who are "at risk" or "in crisis"; Act as the main point of contact for these students and families, communicating regularly with them;
- Oversee and maintain the Personal Learning Plan (PLP) for each student;
- Implement efforts to secure complete and accurate records for Connections Academy students;
- Support families through the school withdrawal process, assisting with data collection regarding withdrawal;
- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrativeregulations, or ethical standards. Stay abreast of allstate regulations relating to incident reporting and documentation;
- Assist teachers when students enroll mid-semester, making sure that teachers receive guidance on integrating the students into their coursework, and ensuring that previous grades, credits, and evaluations are handled appropriately;

- Communicate with the Curriculum Team to ensure that curriculum offerings meet state requirements;
- Implement special programs such as Advanced Placement support, SAT and ACT Preparation, and college entrance preparation;
- Understand the requirements for and assist the principal to facilitate the administration of all high school <u>testing</u>, including exit exams, PSAT, SAT, ACT, and AP exams;
- **Help** students to research and understand their post-secondary career and educational options;
- Assist with student preparation of applications for college and jobs;
- Educate students and parents about college admissions requirements and financial aid;
- Support professional development activities for teachers and school staff members;
- Assume teaching and grading duties as necessary including teaching middle school elective courses;
- Coordinate high school graduation ceremonies;
- Other duties as assigned.

- Michigan teacher certification in a secondary content area or grade level
- Strong technology skills (especially with Microsoft Office products)
- Excellent communication skills, both oral and written
- Customer focused approach
- Excellent attention to detail and organizationalskills
- High degree offlexibility
- Team player with demonstrated leadership skills
- Demonstrated ability to work well in fast-paced environment
- Willingness to travel on occasion for marketing and state testing events (may require occasional overnight travel)

Manager of Counseling Services Michigan 2018-2019 School Year

#### **Position Summary and Responsibilities**

Working from our Lighthouse Connections Academy office, within Oakland county, the Manager of Counseling Services will establish processes and procedures to implement a high quality school counseling program in the virtual school. The Manager of Counseling Services will provide direction to the counseling staff and will assist students and parents in understanding and meeting graduation requirements, course selection and scheduling, post-secondary school planning, and crisis intervention. The Manager of Counseling Services will support the entire educational program of the school with special emphasis on the secondary school (grades 6 -12). The job responsibilities include but are not limited to:

- Develop, plan and implement counseling programs for students and families related to academic and career planning and graduation;
- Oversee the Guidance Department and develop processes to maintain the Personal Learning Plan (PLP) of each student;
- Keep abreast of all high school graduation requirements, including special requirements such as community service, and communicate this information to the High School Coordinator and the principal;
- Plan and supervise the secondary school course selection process according to specific state credit and graduation requirements and student needs and interests; An integral part of this process is assisting students and parents to develop a Four Year Plan for meeting graduation requirements;
- Counsel students with issues related to dropping courses and changing schedules;
- Supervise the review of student transcripts and the entry of credits into the online transcript system;
- Develop and implement procedures to ensure that Connections Academy transcripts are accurate and up-to-date;
- Supervise efforts to secure complete and accurate records for Connections Academy students;
- · Generate and authorize official transcripts for families uponrequest;
- Counsel families through the school withdrawal process, assisting with data collection regarding withdrawal;
- Develop, plan and implement counseling programs for students and families related to interpersonal adjustment issues;
- Design and implement crisis prevention and management plans for the school and provide leadership to the Crisis Management Team;
- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrative regulations, or ethical standards;
- Lead the advisory team in identifying school and community resources and maintain an up-to-date list of those resources, making them available to school teams and to families;
- Coordinate and staff to develop and implement processes to regularly and frequently review the status of each secondary school student related to attendance, participation, and performance;

- Ensure that the counseling staff is able to assist teachers when students enroll mid-semester, making sure that teachers receive guidance on integrating the students into their coursework, and ensuring that previous grades, credits, and evaluations are handled appropriately;
- Research, develop and implement special programs such as Advanced Placement support, SAT and ACT Preparation, and college entrance preparation;
- Understand the requirements for and facilitate the administration of all high school testing, including exit exams, PSAT, SAT, ACT, and AP exams;
- Designand implement professional development activities for teachers and school staffmembers that enhance staff knowledge of state requirements and protocols for crisis intervention;
- Design and coordinate high school graduation ceremonies;
- Coordinate a team of middle and high school teachers, helping to identify students who are at risk or in crisis; the Advisory Teacher will be the main point of contact for parents and students for these issues; and
- Other duties as assigned.

- Masters Degree in School or Guidance Counseling
- Minimum 3 years of counseling experience in a secondary school setting preferred
- Excellent communication skills, both oral and written
- Customer focused approach
- High degree of flexibility
- Occasional travel
- Demonstrated ability to work well infast-paced environment
- Team player with demonstrated leadership skills
- Technologically proficient (especially with Microsoft Officeproducts)

School Counselor Michigan 2018-2019 School Year

#### **Position Summary and Responsibilities**

The School Counselor will be responsible for the successful completion of the following tasks:

- Advise students and families related to academics, career planning and graduation;
- Keep abreast of all high school graduation requirements, including special requirements such as community service, and communicate this information to the High School Coordinator and to the principal;
- Assiststudentsandparentswiththesecondaryschoolcourseselectionprocessaccordingtospecific state credit and graduation requirements and student needs and interests. An integral part of this process is assisting students and parents to develop a Four Year Plan for meeting graduation requirements;
- Advise students with issues related to dropping courses and changing schedules, seeking support as needed, while ensuring that the school's course selection and drop policies are adhered to;
- Review student transcripts and the entry of credits into the online transcript system;
- Follow procedures to ensure that Connections Academy transcripts are accurate and up-to-date;
- Work with the administrative assistants to obtain school records from the student's previous school (where applicable) and forwarding student records whenappropriate;
- Implement programs for students and families related to interpersonal adjustment issues;
- Work with school teams to identify and help families access school and community resources;
- Participate in the development of crisis prevention and management plans for the school and serve as a key member of the Student Support Team (SST);
- Coordinate a team of middle and high school teachers to help identify students who are "at risk" or "in crisis"; Act as the main point of contact for these students and families, communicating regularly with them;
- Oversee and maintain the Personal Learning Plan (PLP) for each student;
- Implement efforts to secure complete and accurate records for Connections Academy students;
- Support families through the school withdrawal process, assisting with data collection regarding withdrawal;
- Report and refer critical incidents that jeopardize student well-being as obligated by law, administrativeregulations, or ethical standards. Stay abreast of allstate regulations relating to incident reporting and documentation;
- Assist teachers when students enroll mid-semester, making sure that teachers receive guidance on integrating the students into their coursework, and ensuring that previous grades, credits, and evaluations are handled appropriately;
- Communicate with the Curriculum Team to ensure that curriculum offerings meet state requirements;

- Implement special programs such as Advanced Placement support, SAT and ACT Preparation, and college entrance preparation;
- Understand the requirements for and assist the principal to facilitate the administration of all high school testing, including exit exams, PSAT, SAT, ACT, and AP exams;
- · Help students to research and understand their post-secondary career and educational options;
- Assist with student preparation of ap131ications for colleKeand i o.bs; ..\_\_\_----
- Educate students and parents about college admissions requirements and financial aid;
- Support professional development activities for teachers and school staff members;
- Assume teaching and grading duties as necessary including teaching middle school elective courses;
- Coordinate high school graduation ceremonies;
- Other duties as assigned.

- Michigan Counseling certification
- Strong technology skills (especially with Microsoft Office products)
- · Excellent communication skills, both oral andwritten
- Customer focused approach
- Excellent attention to detail and organizationalskills
- High degree of flexibility
- Team player with demonstrated leadership skills
- Demonstrated ability to work well in fast-paced environment
- Willingness to travel on occasion for marketing and state testing events (may require occasional overnight travel)

# METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of the Charter Contract, the Academy ------'<1hall-preperly-administer--all-st-ate-mandated-academic-assessmentsidentified-in-the-Michigan---Revised School Code, as applicable, and all academic assessments identified by the Authorizer.

The Academy grants the Authorizer access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

# Academic Assessments to Be Administered:

Grade(s)	Academic Assessment(s)	
Grade 1	A standardized, norm-referenced assessment as required by the Code.	
Grades 2-12	Assessments as identified in <i>Educational Goals and Measures</i> including all state-mandated assessments.*	

\*The primary interim assessments will be the formative assessments: Longitudinal Evaluation of Academic Progress (LEAP}, Scantron® Performance Series (SPS}, and DIBELS Next, described herein.

In addition to the above the Academy will use the following tools to evaluate the progress of students:

- Placement Tests
- Formative Assessments
- Ongoing Informal Assessments
- Unit Assessments and Offline and Virtual Portfolio Assignments
- Curriculum-Based Assessments
- Baseline Achievement Data
- State-Mandated Assessments

#### ACADEMY'S ADMISSION POLICIES AND CRITERIA

All resident children in Michigan qualify for admission to the Academy. The Academy Board will<u>establish in policy and RUblicize al}plication deadlines</u> foradmission. As a public school, the Academy will not charge tuition or any prohibited fees. Outreach communications and the Academy handbook will inform families that there is no tuition.

As a cyber school, the Academy will not discriminate in its admission policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a person with a disability, proficiency in the English language or any other basis that would be illegal if used by a school district. The Academy will abide by all applicable federal, state, and local statutes, policies, and guidelines for student enrollment and does not impose enrollment requirements that are inconsistent with these policies and guidelines. These policies and guidelines include compliance with the McKinney-Vento Act regarding homeless students. The School Leader or his/her designee will serve as the liaison for homeless students. Students who meet the definition of homeless shall not be barred from enrolling due to lack of required documents.

Each year the school will conduct an open application period. If the number of eligible enrollment applications during the annual open application period exceeds the available slots, The Academy will use a publicly held random selection process - commonly called a lottery - to determine who can attend. To qualify as an eligible application for the lottery, students must complete all enrollment tasks with the exception of course placement. The Academy will give preferences to currently enrolled students, siblings of currently enrolled students, children of Directors, children of the Academy employees and pupils who reside in the Oxford Community Schools' district.

Within ten days after the lottery has been held, a communication will be sent to all applicants regardless of their status. This communication will indicate if the student was selected in the lottery and the relevant next steps. Those students included in the lottery drawing but not selected will be waitlisted in the order of the lottery drawing. Students not included in the lottery will be waitlisted in the order that they complete enrollment tasks and released to enroll only after the lottery waitlist is exhausted.

The lottery will be conducted at a public board meeting and will be presided over by the President of the Academy Board or another Director designated for that purpose. A waiting list will be maintained in the order drawn by lot, if needed, for the admission of students at a grade level should space become available during the school year.

If the number of eligible applications does not exceed the available attendance slots, students will be enrolled on a first come, first serve basis in the order that they complete enrollment tasks.

Students are allowed to withdraw from the Academy at any time, upon written notice by the child's parent or guardian and upon evidence of arrangements at another school.

No tests will be administered to students in order to determine eligibility for admission.

Students who have been expelled from another school be.cause their behavior reflected concerns for their personal safety, or for the safety of others, will be reviewed individually and enrollment decisions will be made in full compliance with Michigan law and with MDE regulations.

#### SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

The calendar below is the anticipated calendar for the 2018-19 school year, based on the Oxford Community Schools calendar for 2017-18. The Academy will follow the same cal endar as Oxford Community Schools and will observe the same holidays and required commemorative occasions.

The Academy will make educational serv ices available to students for a minimum of at least 1,098 hours during a school year and will ensure that each student participates in the educational program for at least 1,098 hours during a school year.

# LIGHTHOUSE CONNECTIONS ACADEMY | 2018-2019

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Calendar Template by ca lendarlobs.c o m

#### AGE/GRADE RANGE OF PUPILS ENROLLED

The Academy will enroll age-appropriate students in grades K-12. The Academy will not enroll any new pupils in a school year after MDE determines that the combined total statewide final audited membership for all pupils in membership in 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.

# ADDRESS ANDDESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE ORDEED FOR PROPOSED SITE

The Academy has secured a physical location for its current administrative office pursuant to a Lease Agreement with Oxford Community Schools. This office, which is approximately 800 square feet in area, is located within the primary administrative offices of Oxford Community Schools at 10 N. Washington Avenue, Oxford, Michigan. This office is also situated in the Oxford Community Schools district and in the Oakland ISO. A copy of the Lease Agreement between the Academy and Oxford Community Schools is included as part of this Schedule 7-8.

# LEASE AGREEMENT BETWEEN OXFORD COMMUNITY SCHOOLS AND LIGHTHOUSE CONNECTIONS ACADEMY

This Lease Agreement ("Agreement") is made this 15th day of March, 2018, by and between the Oxford Conunuity Schools ("District"), and Lighthouse Connections Academy ("Tenant") to lease office space for the administration of the Lighthouse Connections Academy on District property.

In consideration of the mutual promises, covenants and agreements, the District and Tenant establish this Agreement and hereby agree as follows:

1. <u>Premises and Tenn; Short Tenn Extension Options.</u> The District will lease Room B13 (the "Premises") in its administrative office building (the "Building") located at 10 N. Washington Avenue, Oxford, Michigan (the "Premises"), to Tenant for use as the administrative office space for Tenant's business operations, for a tenn conunencing on March 15, 2018 and ending on June 30, 2018 (the "Initial Tenn"), subject to extension as set forth below (the Initial Tenn, as may be extended, the "Tenn" ), upon the condition that Tenant pays rent, and Tenant perfonns its obligations under this Agreement. Tenant shall also have the non-exclusive right to use the common areas of the Building as may be designated by the District from time to time. Notwithstanding anything to the contrary herein, so long as Tenant is not in default (after the expiration of any cure period), Tenant shall have the right, at its sole option, to extend the Initial Tenn"), upon giving the District written notice thiijy (30) days prior to the Initial Tenn, or ten (10) days prior to the commencement of the applicable Extension Tenn. Any such Extension Tenn shall be on the same terms and conditions of thisAgreement, including payment of Rent.

2. <u>Rent.</u> Tenant agrees to pay to the District, as rental for the Premises during the Initial Term, as follows: one hundred dollars (\$100.00) per month ("Rent"), to be due and payable beginning April 1, 2018 and then monthly on the first day of each subsequent month through the remainder of the Initial Term, unless tenninated sooner pursuant to the provisions of this Agreement. All sums shall be paid at the address of the District, as designated, below or at such other place in Michigan, as the District may, from time to time, designate in writing. Delinquent payments shall draw interest at 1.5 % per annum from the due date, until paid. The District and Tenant agree that the Rent is on a "gross rent" basis and includes Tenant's share of any amounts for common area maintenance expenses, insurance, taxes, and utilities to the Premises.

3. <u>Condition of Premises.</u> Tenant takes the Premises in its present condition, except for such repairs and alterations as may be expressly provided in this Agreement.

4. <u>Repairs and Maintenance: Alterations.</u> The District shall be responsible for any repairs, replacements and maintenance associated with the Premises. Fmiher, the District shall be responsible for maintenance of all common areas of the Building under the District's control. The District shall perform its responsibilities of repair and maintenance in order that the Premises will be kept in good, clean and safe and serviceable condition. Neither party will pennit nor allow the Premises to be damaged or depreciated in value by any act, omission to act, or negligence of the set of the premises to be damaged or depreciated in value by any act, omission to act, or negligence of the premises to be damaged or depreciated in value by any act, omission to act, or negligence of the premises of th

its agents or employees. Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Distiict's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items. Tenant shall make no structural alterations or improvements without the plior written consent of the District. Provided however, Tenant shall be entitled to make non-structural cosmetic improvements to the Premises without the prior written consent of the District. Tenant may, at the expiration of the Initial Tenn, if Tenant is not in default (after the expiration of any cure period), remove any fixtures which Tenant has installed in the Premises, providing Tenant repairs any and all damages caused by such removal. Tenant shall remove all of its office equipment and furnishings at the expiration of the Tenn.

5. <u>Utilities.</u> Utilities and custodial services shall be furnished and paid for by the District and Tenant shall have no liability therefor.

6. <u>Indemnification</u>.

a. Tenant shall indemnify and hold the District hannless from and against any causes of action arising out of activities conducted by Tenant on the Premises.

b. The District shall indemnify and hold Tenant hannless from and against any causes of action arising out of activities conducted by the District on the Premises or theBuilding.

7. <u>Insurance.</u> The parties agree to insure their respective interests in accordance with the provisions of this Agreement.

8. <u>Fire and Casualty.</u> In the event of a destruction or damage of the Premises so that Tenant is not able to conduct its business on the Premises, and the Premises cannot be repaired within thirty (30) days from the date of such damage, this Agreement may be tenninated at the option of either the District or Tenant. Such tennination in such event shall be effected by written notice of one paily to the other, within ten (10) days after such destruction. Tenant shall surrender possession within ten (10) business days following its receipt or giving of such notice and each party shall be released from all future obligations, and Tenant shall pay Rent, pro rated for any partial month, to the day immediately preceding the date such destruction.

9. <u>Default.</u>

a. Each of the following (after the expiration of the stated cure period) shall constitute an event of default by Tenant:

(i) Failure to pay rent within ten (10) days after written notice from the District;

(ii) Failure to observe or perfonn any duties, obligations, agreements or conditions imposed on Tenant pursuant to telms of the Agreement and such failure continues for a period of thirty (30) days following written notice from the District of such failure unless such failure cannot reasonably be cured within the foregoing 30-day period and Tenant has commenced such cure within the foregoing 30-day period and is diligently pursuing such cure, Tenant shall have such additional time as is reasonably necessary to cure such failure;

(iii) Institution of voluntary bankruptcy proceedings in which the court orders relief against Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this Agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within thirty (30) days after the appointment of the receiver.

b. Notice of Default. District shall give Tenant written notice specifying a default and giving Tenant ten (10) days in which to con-ect the default unless a different cure period is stated herein (a "Notice of Default").

c. Remedies. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, the District may proceed with all available remedies at law or in equity, including but not limited to tennination of this Agreement. The District may declare this Agreement to be tenninated and shall give Tenant a written notice of such tennination. In the event of tennination of this Agreement, the District shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the Rent plus all reasonable expenses of the District in regaining possession of the Premises, including reasonable attorney's fees and court costs.

10. <u>Tennination</u>. This Agreement may be tenninated at any time prior to the expiration of its Tenn by mutual agreement of the paiiies.

11. <u>Notices.</u> Delivery of w1itten notice of tennination shall besent by ce1iified mail or personal delivery at the addresses set forth in the parties' respective signature blocks below and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service receipt. Uponnoticeof tennination, noparty shall incurany obligation that would be effective beyond the intended tennination date.

12. <u>Surrender</u>. Tenant agrees that upon tennination of this Agreement it will smTender and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

13. <u>Holdover.</u> Continued possession by Tenant, beyond the Tenn or earlier tennination of the Agreement coupled with the receipt of the specified rental by the District (and absent a written agreement by both parties for an extension of this Agreement, or for a new lease) shall constitute a month-to-month extension of the Agreement.

14. <u>Assignment.</u> Tenant shall not assign this Agreement without the written consent of the District, which consent shall not be unreasonably conditioned, withheld ordelayed.

15. <u>Successors and Assigns.</u> The tenns and conditions of this Agreement shall extend to and be binding upon the parties ' respective successors and assigns.

16. <u>Governing Law</u>. This Agreement will be governed by the laws of the State of Michigan without regard to conflicts-of-laws principles.

17. <u>Severability: Integration.</u> The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

18. <u>Entire Agreement; Amendments.</u> This Agreement C-Ontains the entire understanding between the parties and can only be modified by mutual writtenagreement of the parties.

# Oxford Community Scltools

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March :2&¢2018

Notice Address:

Lighthouse Connections Academy

B RICE; Boan!President

March. 27, 2018

Notice Address: