

**ACADEMY BOARD OF DIRECTORS  
POLICIES**

**January 4, 2021**

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The Academy Board of Directors is governed by its own set of Bylaws, which are required by Part 6A of the Revised School Code of 1976, as amended and adopted in a manner and form prescribed by the Academy's authorizer.

In the event there is any conflict between these Policies and the Bylaws, the Bylaws control. In the event of a conflict between the Academy's Charter Contract and these Policies, the Charter Contract controls.

It is acknowledged that the authorizer has reserved the right to promulgate amendments to the Contract Amendment or its own stand-alone policies which likewise take immediate precedence over these Policies.

Most public school academies employ an Educational Management Company whose staff are required to implement, design or implement and design the Academy's operational and education programs with fidelity to applicable law and the Charter Contract.

The Policy Section on Administration and the remaining Policy Sections recognize this potentiality and incorporate this structure. An alternative Article I is available for those public school academies that choose to employ their own staff.

## **ARTICLE I ADMINISTRATION.**

### **Section 1. Education Service Provider/Educational Management Company Services**

The Academy Board may exercise its executive power, in part, and contract with a third-party Educational Management Organization (an "EMO") to provide services to the Academy. The Services may include comprehensive educational, administrative, management or instructional services or staff to the Academy. The EMO shall be engaged by way of a contract ("Management Agreement") subject to the review and approval of the Authorizer as required by the Charter Contract. One EMO or multiple EMOs may provide Services to the Academy in different capacities. In each case, the School Leader, however employed, shall coordinate and direct the provision of Services.

The EMO may employ all or some of the administrators and staff assigned to work at or on behalf of the Academy. The EMO shall make its employment policies, methods and procedures known to its staff and to the Academy Board (for notice purposes). The EMO shall follow federal, state and local laws, rules and regulations, develop administrative guidelines, procedures and regulations as requested by the Academy Board or required by federal, state or local laws, rules and regulation, including these Policies, and develop administrative guidelines, procedures and regulations as requested by the Academy Board or required by federal, state or local laws, rules and regulations. The EMO shall remain solely responsible for the adoption and enforcement of all federal, state and local laws, regulations and ordinances governing the Services that it contracts to provide.

The EMO and its designated staff shall attend all Academy Board meetings, when feasible and as necessary. The Academy Board is responsible for oversight of the EMO's implementation of the Services it provides to the Academy.

## **Section 2. Responsibilities of the EMO.**

The EMO shall provide the Services for which it is engaged. In so doing, the EMO shall be responsible to the Board of Trustees for the performance of such Services. In the event the EMO subcontracts or delegates one or more Services or portion of Services, it and it alone remains accountable and responsible to the Academy Board for any such Services that are delegated or subcontracted.

The Academy Board believes that its primary duty is to establish policies and that the EMO is responsible for operationalizing those policies. The Academy Board shall give deference to the operationalizing of its policies and the EMO shall operationalize the policies in fidelity to the Charter Contract and the Academy Board's general oversight.

In the event the School Leader or Director is an employee of an EMO whose Services include specific tasks as outlined herein, then the EMO, through the School Leader, Director or another delegate (designee) selected by the EMO, shall be responsible for providing the service or performing the task so outlined. If the School Leader or Director is an employee of the Academy Board, then it shall be the School Leader or Director's sole responsibility to perform or delegate the duty to perform such task. In either case, the duty to perform the task may be delegated, but not the responsibility for performance or outcome.

## **Section 3. Employer of EMO Staff.**

In the event the EMO's Services include providing some or all staff providing services at or on behalf of the Academy, the EMO or other third-party staffing company shall have the sole authority to hire, fire, promote, demote, reassign, discipline, evaluate, and terminate its employees/staff assigned to work at or on behalf of the Academy and the Academy and/or the Academy Board does not employ and shall not be considered the employer or joint employer of the EMO employees or staff.

## **Section 4. EMO Employee Handbook.**

The EMO is responsible for the development and issuance of Employee Handbooks for its employees/staff assigned to work at or on behalf of the Academy. The EMO shall ensure that its Employee Handbook is not inconsistent with Academy Board policies, administrative guidelines, federal, state and local laws, rules and regulations, the Charter Contract and applicable Authorizer policies.

## **Section 5. Parent/Student Handbook.**

In the event the EMO's services include administration of the Academy's educational program, the EMO shall develop and annually update a Parent/Student Handbook(s) in conjunction with a designee appointed by the Academy Board, that is not inconsistent with Academy Board policies,

administrative guidelines, state, federal and local laws, rules and regulations, the Charter Contract and applicable Authorizer policies. The Academy Board shall approve a final copy of the Parent/Student Handbook(s) before it is distributed to parents and students by the EMO.

#### **Section 6. Organizational Chart.**

The EMO shall create, maintain and provide to the Academy Board at least annually, a current, detailed organizational chart, for reference by the Academy Board that is not inconsistent with the Governance Structure schedule of the Charter Contract. If the organizational chart changes during the school year, the EMO shall identify those changes to the Academy Board and provide the Academy Board with a revised organizational chart that is not inconsistent with the Governance Structure schedule of the Charter Contract. Substantive changes are required to undergo the Contract Amendment Process outlined in the Academy's Charter Contract.

#### **Section 7. Job Descriptions.**

The EMO shall develop and maintain job descriptions required by the Authorizer for all staff engaged in providing Services and shall develop and maintain job descriptions for any new positions in the Academy providing Services in a manner consistent with the processes outlined in the Charter Contract. The EMO shall not revise job descriptions of positions authorized in the Charter Contract or add new job descriptions without prior Academy Board approval. All job descriptions must be submitted to the Authorizer as required by the Charter Contract for approval and shall be included within the Charter Contract Schedule for Job Descriptions. Substantive changes are required to undergo the Contract Amendment Process outlined in the Academy's Charter Contract.

#### **Section 8. Evaluation of Administrators and Teachers by the EMO**

In the event the Services provided by the EMO include teaching of students, the EMO shall create evaluation protocols for all administrators and teachers that comply with Michigan laws, rules and regulations and shall ensure that evaluations are carried out in a timely manner prescribed by Michigan law. All teachers and administrators provided to the Academy shall be subject to unprofessional conduct checks and criminal history background checks. Likewise, they shall be certified and qualified as required by Michigan law.

#### **Section 9. Academy Board Evaluation of EMO**

The Academy Board shall evaluate the EMO's work performance periodically to assess the EMO's discharge of its contractual duties related to the Services using a rubric developed by the Academy Board.

The Academy Board's evaluation and any written response to the evaluation by the EMO shall be maintained by the Academy along with supporting data, information, and documentation regarding the reason(s) for the EMO's progress and/or lack of progress toward the accomplishment of student academic growth and achievement, and the Academy's educational, managerial, operational and financial goals set forth by the Academy Board in its evaluation rubric.

**Section 10. Termination of the EMO.**

The Academy Board may terminate its Agreement with the EMO in accordance with the terms and conditions of the negotiated Agreement or as required by any reconstitution by the Authorizer.

**Section 11. EMO's or Third-Party Staffing Company's Compliance with Applicable Federal, State and Local Laws, Rules, and Regulations, the Authorizer's Charter Contract with the Academy and Academy Board Policies and Administrative Guidelines.**

The EMO shall comply with all applicable federal, state and local laws, rules and regulations, the Authorizer's Charter Contract with the Academy and Academy Board Policies and administrative guidelines.

**Section 12. EMO Services.**

To the extent that the Services offered by the EMO include actions governed by the Policies set forth in this Policy Manual, it shall be the EMO's responsibility to act on behalf of the Academy where an action is designated as to be undertaken by the Academy. It shall be the responsibility of the School Leader, Director or other designee specified to the Academy by the EMO annually to monitor such compliance.

**ARTICLE II CURRICULUM AND INSTRUCTION.**

**Section 1. Curriculum.**

Academy staff, or, in the event the Services provided by the EMO include curriculum services, the EMO, shall be responsible for the development, implementation and ongoing evaluation of the Academy's curriculum in accordance with the Authorizer's Charter Contract and the Academy Board's requests. The Academy's curriculum shall:

- A. Be consistent with the Academy's mission, the Academy's Board Policies and administrative guidelines, the negotiated agreement between the Academy and the EMO and the Authorizer's Charter Contract, including with regard to content, scope, pacing and assessments.
- B. Meet or exceed all requirements of the State of Michigan;
- C. Be standards-based and based upon legally compliant, research-based learning and achievement standards geared toward the award of an Academy diploma;
- D. Include standards-based, legally compliant, research-based learning and achievement standards for students who participate in career and technical education programs; and
- E. Address the needs of and provide opportunities for students with disabilities consistent with federal, state and local laws, rules and regulations.

## **Section 2. Online and Blended Learning Opportunities.**

It is the policy of the Academy Board to comply with Michigan law if the Academy offers online and blended learning opportunities to students. Prior to offering any online/blended learning courses to students enrolled in the Academy as part of any Services, the EMO must obtain Academy Board approval for the proposed online/blended learning courses, as such an offering may require amendment of the Academy's Charter Contract.

## **Section 3. Family Involvement.**

Parent and family involvement within the Academy are necessary to develop shared educational goals, and to have a positive effect on student learning for all learners. Parents and families are encouraged to visit the Academy and participate in Academy activities at appropriate times in a manner that does not disrupt the educational process. Any time the term "Parents" is used in this policy, it includes parents with appropriate custodial rights and legal guardians.

The Academy or the EMO, if the EMO provides the educational program as part of its Services, shall facilitate family involvement and develop administrative guidelines to encourage effective communication between the Academy and families, recruitment of family volunteers to assist in school events for the benefit of the children enrolled in the school and to collaborate positively with the community.

## **Section 4. Title I Services.**

The Academy Board elects to augment its Educational Program for educationally disadvantaged students by the use of Federal funds and in accordance with Title I of the Amendments to the Elementary and Secondary School Improvement of 1965, as reauthorized by the Every Student Succeeds Act (ESSA).

The Academy, or, if the educational program is part of the Services offered by the EMO, the EMO shall prepare and present to the State Department of Education a Plan for the delivery of services which meets the requirements of the federal law, rules and regulations. The Plan shall be developed by appropriate staff members and parents of students who will be served by the Plan.

## **Section 5. Parental Participation in Title I Programs.**

Parental involvement is a key component of federal Title I programs. In order to help build a partnership between home and the Academy for purposes of Title I, the Academy or, if the EMO provides the educational program as part of its Services, the EMO shall:

- A. Inform parents of the Title I programs, the reasons for their children's participation in the programs and the specific instructional objectives;
- B. Support parents to work with their children to attain instructional objectives;

- C. Train teachers and other staff involved in Title I programs to work effectively with the parents of participating students;
- D. Provide feedback to parents on a regular basis;
- E. Provide opportunities for parents to provide input into the design, operation and evaluation of the Title I programs; and
- F. Provide opportunities for parents who lack literacy skills or whose native language is not English, to provide input.

The Academy or the EMO, if applicable, shall develop and implement procedures, rules and regulations that comply with Title I. The procedures, rules and regulations shall support the above principles and actions and assure that services provided with state and local funds in Title I schools are comparable to those provided in non-Title I schools within the Academy.

**Section 6. Parents' Right to Know.**

In accordance with Title I, for each school receiving Title I funds, the Academy or, if applicable, the EMO, shall ensure that all parents of students in that school are notified that they may request, and the Academy shall provide, the following information on the student's classroom teachers:

- A. Whether the teacher(s) have met the State qualification and licensing criteria for the grade level and subject areas they are teaching.
- B. Whether the teacher(s) is teaching under any emergency or provisional status in which the State requirements have been waived.
- C. The undergraduate major of the teacher(s) and the area of study and any certificates for any graduate degrees earned.
- D. The qualifications of any paraprofessionals providing services to their child(ren).
- E. Information on the level of achievement of their child(ren) on the required State academic assessments.
- F. Timely notice if the student is assigned to a teacher who is not "highly qualified" as required, or if the student is taught for more than four (4) weeks by a teacher who is not highly qualified.

**Section 7. Special Education.**

The Academy is required to provide a comprehensive, free, and appropriate public education program to all eligible disabled persons through age 25 that complies with applicable federal, state and local laws, rules and regulations. To assist in achieving this legal requirement, the Academy may enter into an agreement with the Intermediate School District within which it is located to

provide a comprehensive, free, and appropriate educational program to all eligible disabled persons through age 25 which complies with federal, state and local laws, rules and regulations.

The EMO shall prepare administrative guidelines, rules and regulations necessary to ensure effective implementation of the Academy's special education program.

### **Section 8. Programs for Gifted Students.**

The Academy may conduct appropriate instructional programs to meet the needs of gifted students in grades K through 12. A "gifted student" is one who, through valid assessment, shows specific academic ability superior to that of children of the same age or grade level within the Academy; creative ability in a particular area superior to that of his/her peers within the Academy; or superior leadership ability to that of his/her peers within the Academy.

The EMO shall develop administrative guidelines for identification, curriculum development and implementation, and assessment of learning outcomes for gifted students.

### **Section 9. Students with Limited English Proficiency.**

All students are to be provided a meaningful education and access to the programs provided by the Academy. Limited proficiency in the English language should not be a barrier to equal participation in the instructional or extra-curricular programs of the Academy. Students identified as having limited English proficiency will be provided additional support and instruction to assist them in gaining English proficiency and in accessing the educational and extra-curricular programs offered by the Academy.

The Academy or, if the EMO is responsible for the educational program as part of the Services, the EMO, will assist the student and his/her parents in their access to Academy programs by sending notices to the parents in a language designed to enable them to understand.

### **Section 10. Postsecondary (Dual) Enrollment Options.**

The Academy recognizes the value to students of participating in courses offered by accredited and degree-granting colleges and universities in Michigan. Eligible postsecondary institutions shall include state universities, community colleges, and independent nonprofit degree-granting colleges or universities located in Michigan and that choose to comply with the Postsecondary Enrollment Options Act.

The Academy will allow eligible high school students who meet the criteria established in its Curriculum Guidelines to enroll in eligible postsecondary courses while in attendance in the Academy. The Academy shall allow a student in 9<sup>th</sup> grade or above, upon written request of his/her parent, to take approved readiness assessment(s) in order to establish eligibility for postsecondary enrollment. Students shall be eligible to receive appropriate credit for completing any of these courses providing they meet all requirements for the type of credit they wish to earn.

The Academy or the EMO, if it furnishes the educational program as part of the Services, shall establish the necessary administrative guidelines, procedures and regulations to ensure that such

courses are in accordance with Michigan law and are properly communicated to both the students and their parents. The Academy or the EMO, as applicable, shall also establish administrative guidelines and procedures for the awarding of credit and the proper entry on a student's transcript and other records of his/her participation in a postsecondary program.

#### **Section 11. Homebound Instruction.**

The Academy shall provide, pursuant to the requirements of state, federal and local laws, rules and regulations, and the State Board of Education, individual instruction to students of legal school age who are not able to attend classes because of a physical or emotional disability.

The Academy or, if the EMO provides homebound instructional services as part of the educational program, the EMO, reserves the right to withhold homebound instruction when the instructor's presence in the place of a student's confinement presents a hazard to the health of the instructor; a parent or other adult in authority is not at home with the student during the hours of instruction; or the condition of the student is such as to preclude his/her benefit from such instruction. The EMO shall develop administrative guidelines for implementing this Policy.

#### **Section 12. Career and Technical Education.**

The Academy recognizes the importance of career and technical education in meeting the needs of youth, adults, business, industry, and labor of this State, and agrees to coordinate and cooperate with the Intermediate School District, and State and Federal educational agencies in an effort to support, where appropriate, Career and Technical Education (CTE) in the Academy.

The Academy or, if it provides the educational program as part of its Services, the EMO and its staff, will work and plan in cooperation with business, industry and labor to reflect their changing needs for trained personnel. The Academy or the EMO, as applicable, shall develop administrative guidelines necessary to implement this Policy.

#### **Section 13. Guidance and Counseling.**

A planned program of guidance and counseling is an integral part of the educational program of the Academy. The Academy or, if counseling is part of the Services offered by the EMO, the EMO, shall implement an appropriate counseling and guidance program and shall adopt administrative guidelines with respect to the program.

#### **Section 14. Interscholastic Athletics.**

The Academy may undertake to provide participation in an interscholastic athletic program.

In the event the Academy participates in interscholastic athletics, it shall adopt those eligibility standards set by the Constitution of the Michigan High School Athletics Association (MHSAA) and shall review such standards annually to ascertain that they continue to be in conformity with the objectives of the Academy.

The use of a performance-enhancing substance by a student in interscholastic athletics is a violation that may negatively impact a student's athletic eligibility and extra-curricular participation.

**Section 15. Textbooks, Technology, and Other Essential Curricular Materials.**

The Academy shall review and adopt all curricular materials used in the educational program, including but not limited to textbooks, technology, and other essential curricular materials in order to implement and enhance the educational program. The Academy may designate qualified administrators and teachers (whether or not employed by the EMO in the event the Academy uses such Services) to assist in the selection of textbooks, technology, and essential curricular materials to be recommended to the Academy Board either by staff or by the EMO as appropriate.

**Section 16. Selection of Media Center Materials.**

Academy students shall be provided access to a wide variety of educational materials, in various media, to support learning. Staff tasked with implementing the educational program at the Academy shall be tasked with making or approving pedagogically appropriate purchases for the Academy's media center(s) consistent with the Academy's budget.

**Section 17. Parental Objections.**

The Academy welcomes parental input in its curriculum and shall task those staff implementing the educational program with soliciting appropriate input and fair consideration of that input related to the selection of textbooks and other instructional and media center materials used at the Academy.

**Section 18. Wellness.**

There shall be a Wellness Committee to promote student health, nutrition, well-being and regular physical activity in the learning environment. Staff charged with implementing the Wellness program shall prepare and implement administrative guidelines and SMART Goals, in accordance with applicable law, with input from the Academy's Wellness Committee, that promotes students' health, nutrition, well-being, and regular physical activity as part of the learning environment, in accordance with applicable state and federal laws, rules and regulations. The EMO shall have the authority and responsibility to ensure that each school building complies with this policy.

The Academy shall inform the public annually about this Wellness Policy, provide a link to the Wellness Policy online, review the Wellness Policy at least triennially, and provide information to the public on how they can participate on the Wellness Committee and assist with the development, implementation and periodic review and update of this policy.

## **Section 19. Anti-Harassment Policy.**

### **General Policy Statement**

The Academy's policy is to maintain an education and work environment which is free from all forms of unlawful harassment. This commitment applies to the Academy Board and to all Academy operations, programs, and activities; all students, Academy employees, if any, third-party contracted employees and staff assigned to work at or on behalf of the Academy including, but not limited to: administrators, teachers, instructional and non-instructional staff, whether employed by the Academy directly or through a third party contractor, such as an EMO.

All members of the Academy Board, Academy employee, if any, employees/staff provided by an EMO or third-party contractors/vendors who provide services to the Academy and/or Academy students share responsibility for avoiding, discouraging, and reporting unlawful harassment.

This policy applies to unlawful harassment occurring at school, including, but not limited to, remote or on-line learning system(s) or platforms, email, telephone, in-person or virtual conferences with Academy employees, staff, if any, EMO employees and staff, and third-party contractor/vendors, on any premises or equipment owned, leased or used by the Academy, in a motor vehicle owned or leased by the Academy or being used for a school-related purpose or at any Academy-related event, activity or function; traveling by any means to or from school or a school-related event, activity, or function; and in any location where the conduct has a sufficient connection to or with the Academy, its employees, staff, EMO employees or staff, employees or staff provided by third-party contractors/vendors, Academy students or Academy property that adversely and significantly affects, interferes with or endangers the good order of the educational program or environment at school, the proper functioning of the educational process; or non-school locations which are used for purposes of the educational program, Academy-related event, activity or function.

The Academy prohibits discrimination or harassment based on race, color, national origin, sex, (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other protected class that are protected by federal or state civil rights laws (hereinafter referred to as "unlawful harassment") and encourages those within the Academy community, as well as third parties, who feel aggrieved to seek assistance to rectify such problems. The Academy Board or its designee will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Academy Board will take appropriate action reasonably calculated to stop the harassment and prevent further such harassment. Individuals who are found to have engaged in unlawful harassment will be subject to removal or exclusion from the Academy and/or appropriate disciplinary action by the EMO and/or third-party contractor/vendor.

In the event that unlawful harassment involves one or more EMO employees, the Academy reserves the right to delegate all or a portion of the investigation to the EMO, provided it may be

conducted in accordance with applicable law. Notwithstanding any delegation, the Academy reserves the right to conduct its own investigation and hereby requires any EMO or third-party vendor serving the Academy to make available any and all records and reports that may facilitate that investigation.

The Academy prohibits harassment and discrimination whether occurring at school as defined above or at any Academy related program, activity or event. Harassment may include unwelcome verbal or physical conduct based on a protected class as identified above that has the purpose or effect of substantially interfering with a student's education or enjoyment of public services.

"Harassment" means any threatening, insulting, bullying or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a member of the Academy community or a third party that:

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

The following actions also violate this policy and are prohibited:

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating harassment charges comprises part of one's supervisory duties.

### Sexual Harassment

"Sexual Harassment" is one form of prohibited harassment under the Academy's policy. Federal laws and regulations define the type of "sexual harassment" that triggers a duty to respond under a Federal law known as Title IX of the Education Amendment of 1972 ("Title IX"). Conduct amounts to "sexual harassment" under Title IX if it is conduct on the basis of sex that satisfies one or more of the following:

1. An employee/staff member of the Academy, the Academy's EMO contracted staff, or employees/ staff member of other third-party contractor/vendor, conditions the

provision of an aid, benefit, or service of the Academy on an individual's participation in unwelcome sexual conduct (*i.e. quid pro quo* sexual harassment);

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the Academy's education programs or activities; or
3. Sexual assault (as defined in the Cleary Act, 20 U.S.C. §1092(f)(6)(a)(v)), dating violence, domestic violence or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291(a)).

Complaints of harassment, not defined as sexual harassment under Title IX, but nevertheless are based on allegations related to sex, gender or other protected classes as identified above are subject to investigation and response under this Policy and/or the Student Code of Conduct. An investigation under the Student Code of Conduct will include due process protections, consideration of supportive or safety measures for the parties and appropriate disciplinary and/or remedial measures.

### **Definitions**

"Academy community" means Academy students, Academy employees/staff, if any, EMO employees/staff including, but not limited to, administrators, teachers, and professional and support staff assigned to work at or on behalf of the Academy, employees/staff provided by third-party contractors/vendors, Academy Board members, agents, volunteers, contractors, vendors or other persons subject to the control and supervision of the Academy Board or the third-party EMO or third-party contractor/vendor.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors, parents, legal guardians, learning coaches, vendors doing business with, or seeking to do business with the Academy Board and other individuals who come in contact with members of the Academy community at school-related events/activities (whether on or off Academy property), during the Academy's educational program, Academy-related events, activities or functions as more fully described in this policy.

### **Anti-Harassment Compliance Officers:**

The following individuals are designated as Anti-Harassment Compliance Officers (hereinafter "Compliance Officers") for the Academy:

Hilary Karnatz

In the event of an allegation of discriminatory harassment by or involving one or both of the Anti-Harassment Compliance Officers, the allegation may be submitted to the School Leader or Director.

In the event of an allegation of harassment by or involving the School Leader or Director, the allegation may be submitted to the President of the Board of Directors.

### **Investigation and Complaint Procedure**

Any Academy employee/staff member, EMO employee/staff member or employee/staff member of a third-party contractor/vendor or other member of the Academy community or third party who believes that s/he has been subjected to unlawful harassment may seek resolution of his/her complaint through either the informal or formal procedures as described below. Allegations of sexual harassment, sexual violence or sexual abuse shall be investigated as described in the Academy Board's Title IX policy. Complaints of harassment, sexual violence or sexual abuse, not defined as sexual harassment under Title IX, but nevertheless based on allegations related to sex, gender, or other protected classes as identified herein are subject to investigation under this policy and/or the Student Code of Conduct as previously stated herein.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The informal and formal procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights, the Equal Employment Opportunity Commission ("EEOC"), or the Michigan Department of Civil Rights ("MDCR").

### **Informal Complaint Procedure**

The goal of the informal complaint procedure is to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an adult member of the Academy community or third party, EMO employee/staff or employee/staff of a third-party contractor/vendor who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a prerequisite to the filing of a formal complaint and will only be utilized where the parties (the alleged target of harassment and the alleged harasser(s)) agree to participate in such process. Any party who has agreed to utilize the informal procedure, or the Academy itself, may request that the informal process be terminated at any time to move to the formal complaint process. Any party

dissatisfied with the results of the informal complaint process, or the Academy itself, may proceed to the formal complaint process.

As an initial course of action, if an individual believes that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should consider telling or otherwise informing the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in circumstances involving sexual violence or sexual abuse. The complaining individual should address the allegedly harassing conduct as soon as possible after it occurs. The Anti-Harassment Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint.

An individual who believes s/he has been unlawfully harassed or retaliated against may make an informal complaint, either orally or in writing: (1) to an administrator; (2) directly to one of the Anti-Harassment Compliance Officers; and/or (3) to the School Leader or Director. If a Complainant informs an administrator or the School Leader or Director, either orally or in writing, about any complaint of harassment or retaliation, that individual shall promptly report such information to a Compliance Officer who will either facilitate an informal resolution as described below on his/her own or appoint another individual to facilitate an informal resolution.

The Academy's informal complaint procedure is designed for persons who believe they are being unlawfully harassed or retaliated against with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment or retaliation, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individual whose behavior is being questioned.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee will attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers in accordance with the Academy Board's records retention policy and/or Student Records policy.

### **Formal Complaint Procedure**

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to harassment or retaliation, hereinafter referred to as the "Complainant", may file a formal complaint, either orally or in writing, with an administrator, one of the Compliance Officers or the School Leader or Director. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs an administrator, the School Leader or Director, either orally or in writing, about any complaint of harassment or retaliation, that administrator, School Leader or Director shall promptly report such information to the Compliance Officer.

Throughout the course of the process, the Compliance Officer should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or be engaging in, harassment or retaliation; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant shall be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer shall consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the alleged harasser. In making such a determination, the Compliance Officer shall consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions s/he deem appropriate in consultation with the School Leader or Director.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee shall initiate a formal investigation to determine whether the Complainant has been subjected to harassment or retaliation.

Simultaneously, the Compliance Officer shall inform the individual alleged to have engaged in the harassing or retaliatory conduct (the "Respondent") that a complaint has been received. The Respondent shall be informed about the nature of the allegations and provided with a copy of this policy. The Respondent shall also be informed of the opportunity to submit an initial written response to the complaint within five (5) business days.

Although certain cases may require additional time, the Compliance Officer or designee shall attempt to complete an investigation into the allegations of harassment or retaliation within fifteen (15) business days of receiving the formal complaint. The investigation shall include:

- A. one or more interviews with the Complainant;
- B. one or more interviews with the Respondent;
- C. one or more interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or designee shall prepare and deliver a written report to the School Leader or Director that summarizes the evidence gathered during the investigation, and provides recommendations, based on the evidence and the definition of unlawful harassment or retaliation as provided in this policy and State and Federal law, as to whether the Complainant has been subjected to unlawful harassment. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if harassment or retaliation occurred, a preponderance of evidence standard will be used.

The Compliance Officer may consult with the Academy Board's legal counsel before finalizing the report to the School Leader or Director.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or designee, the School Leader or Director must either issue a final decision regarding whether the complaint of harassment or retaliation has been substantiated or request further investigation. A copy of the School Leader or Director's final decision shall be delivered to both the Complainant and the Respondent.

If the School Leader or Director requests additional investigation the School Leader or Director shall promptly specify the additional information that the Compliance Officer or designee should provide. At the conclusion of the additional investigation, the School Leader or Director shall issue a final written decision as described above.

The decision of the School Leader or Director shall be final.

The Academy reserves the right to investigate and resolve a complaint or report of harassment or retaliation regardless of whether the member of the Academy community, including an Academy employee/staff, if any, or third party, including a third-party EMO employee/staff member or employee/staff member of a third-party contractor/vendor alleging the harassment pursues the complaint. The Academy also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as the Academy deems appropriate.

### **Privacy/Confidentiality**

The Academy shall make reasonable efforts to protect the rights of the Complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Academy's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.

During the course of a formal investigation, the Compliance Officer or his/her designee shall instruct all members of the Academy community, including Academy employees/staff, if any, and third parties, including EMO employees/staff and employees/staff of a third-party contractor/vendor who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation shall not disclose any information that s/he learns or that s/he provides during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment shall be maintained by the Compliance Officer in accordance with the Academy's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act (FERPA) or under Michigan's student records law shall be maintained in a manner consistent with the provisions of the Federal and State law

### **Section 20. Non-Discrimination**

The Academy prohibits discrimination on the basis of race, color, national origin, sex, (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or

family status, military status, ancestry, genetic information, or any other legally protected category, in its programs and activities. The Academy shall not retaliate against a person who reports or opposes improper discrimination or retaliation. This prohibition against discrimination includes any Academy employees/staff, any third-party contractors/vendors or EMO staff.

The Academy shall designate two (2) compliance officers who are responsible for coordinating the Academy's compliance with applicable federal and state laws, rules and regulations and for investigating reports of discrimination.

The Academy prohibits discrimination based on race, color, national origin, sex, sexual orientation, sexual (gender) identity, disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information that are protected by federal or state civil rights laws, and encourages those within the Academy community, as well as third parties, who feel that they have been discriminated against to file a complaint of discrimination.

### **Civil Rights Compliance Officers**

The following individuals are designated to serve as the Academy's Civil Rights Compliance Officers:

Hilary Karnatz

### **Complaints of Discrimination**

Any person who believes that s/he has been discriminated against or denied equal opportunity or access to programs or services may file a complaint, which shall be referred to as a grievance, with one of the Academy's Civil Rights Compliance Officers.

The person who believe s/he has a valid bases for a grievance shall discuss the grievance informally and on a verbal basis with one of the Academy's Civil Rights Compliance Officers, who shall in turn investigate the complaint and reply with an answer to the complainant. The complainant may initiate formal procedures according to the following steps:

#### **Step 1**

A written statement of the grievance signed by the complainant shall be submitted to the Academy's Civil Rights Compliance Officer within five (5) business days of receipt of answers to the informal complaint. The Compliance Officer shall further investigate the matters of the grievance and reply in writing to the complainant within five (5) business days.

#### **Step 2**

If the complainant wishes to appeal the decision of the Academy's Civil Rights Compliance Officers, s/he may submit a signed statement of appeal to the School Leader or Director within five (5) business days after receipt of the Compliance Officers' response. The School Leader or

Director shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

### Step 3

If the complainant remains unsatisfied, s/he may appeal through a signed written statement to the Academy Board within five (5) business days of his/her receipt of the School Leader or Director's response in Step Two. In an attempt to resolve the grievance, the Academy Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Academy Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting.

### Step 4

If at this point this grievance has not been satisfactorily settled, further appeal may be made to the:

United States Department of Education  
Office of Civil Rights  
600 Superior Avenue, Room 750  
Cleveland, Ohio 44114-2611  
(216) 522-2573  
TDD: (216) 522-4944  
E-mail: [OCR.Cleveland@ed.gov](mailto:OCR.Cleveland@ed.gov)  
Web: <http://www.ed.gov/ocr>

A complainant may file a complaint with OCR at any time.

The Compliance Officers will provide a copy of the Academy's grievance procedure to any person who files a complaint and will investigate all complaints in accordance with this procedure.

The School Leader or Director shall ensure that all required notices under the civil rights or other laws are provided to students, Academy employees/staff, if any, third-party EMO employees/staff and employees/staff of third-party contractors/vendors.

## **Section 21. Title IX Statement and Grievance Procedure**

Title IX of the Education Amendment of 1972, 20 U.S.C. §1681 et seq. prohibits discrimination on the basis of sex, including sexual harassment, sexual violence and sexual abuse as defined herein, in any program, service or activity, including but not limited to, educational programs, extracurricular activities, student services, academic counseling, discipline, classroom assignment, including admission to these programs and activities. Title IX also prohibits sex discrimination in employment, including by any third-party employer engaged by the Academy to employ its workforce. Retaliation against any person who reports or opposes improper discrimination or retaliation is likewise prohibited under Title IX. The Academy shall fully comply with Title IX and its accompanying regulations.

This policy applies to prohibited conduct in any academic, educational, extra-curricular, or other Academy programs, activities, and events whether occurring at school, during the Academy's Educational Program and process including, but not limited to: in the school building, remote or on-line learning platform/system, email, telephone, in-person or virtual conferences with third-party contracted EMO employees/staff and employees/staff of third-party contractors/vendors who provide services to the Academy, on any premises or equipment owned, leased or used by the Academy, in a motor vehicle owned or leased by the Academy or being used for a school-related purpose or at any Academy-related event, activity or function; traveling by any means to or from school or an Academy-related event, activity, or function; and in any location where the conduct has a sufficient connection to or with the Academy, the third-party contracted EMO employee/staff assigned to work at or on behalf of the Academy, employees/staff of third-party contractors/vendors, Academy students or Academy property that adversely and significantly interferes with or endangers the good order of the Academy's educational program or environment, the proper functioning of the educational program, or Academy-related event, activity or function.

The Academy expects that anyone who believes a Title IX violation may have occurred to report their concerns to the Academy's third-party contracted EMO employee/staff assigned to work at or on behalf of the Academy or an Academy Title IX Coordinator identified herein.

The Academy's Title IX Coordinators are:

Hilary Karnatz

Any student or third-party EMO employee/staff member who is assigned to work at or on behalf of the Academy and who believes s/he has been or is the victim of sexual harassment, sexual violence or sexual abuse should immediately report the situation to a teacher, counselor, social worker, principal, School Leader, Director or a Title IX Coordinator. A third-party contracted EMO employee/staff member who observes, has knowledge of or learns that a student has been or is the victim of sexual harassment, sexual violence or sexual abuse shall immediately report the situation to the Academy principal, School Leader, Director or a Title IX Coordinator. Complaints against an Academy principal should be reported to or filed with the School Leader, Director or a Title IX Coordinator. Complaints against the School Leader or Director should be reported to or filed with the Academy Board President or Title IX Coordinator.

Any person may report sexual harassment, sexual violence or sexual abuse (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment) in person, by mail, telephone or electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

## **Definitions**

“Complainant” means the person who is alleged to be the victim of conduct that could constitute sexual harassment, sexual violence or sexual abuse or retaliation for engaging in a protected activity.

“Respondent” means the person who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

“Third parties” include, but are not limited to, parents or guardians, Academy employees/staff, if any, third-party contracted EMO employees/staff members assigned to work at or on behalf of the Academy, guests and/or visitors, visiting speakers, learning coaches, volunteers, employees/staff members of third-party contractors/vendors doing business with or seeking to do business with the Academy Board and other individuals who come into contact with students at school-related events, activities, or functions (whether on or off Academy property) or during the Academy’s educational program as described in the Academy’s Title IX policy.

“Actual knowledge” means notice of sexual harassment, sexual violence or sexual abuse or allegations of sexual harassment, sexual violence or sexual abuse to the Academy’s Title IX Coordinator or any other school official who has authority to institute corrective measures on behalf of the Academy, or to a third-party contracted EMO employee/staff member assigned to work at or on behalf of the Academy or other third-party contracted employee/staff member of a contractor/vendor.

“Employee or staff member” as used in this Policy means all third party contracted persons who are involved in the educational program including, but not limited to, employees/ staff members of the EMO or other third-party contractor/vendor. The Academy does not directly employ or jointly employ any employees or staff members of the EMO or contracted third-party contractor/vendor.

“Notice” means whenever an Academy employee/staff member, if any, third-party contracted EMO employee/staff member, a Title IX Coordinator, or any other school official with authority, witnesses sexual harassment, sexual violence or sexual abuse, hears about sexual harassment, sexual violence or sexual abuse or sexual harassment, sexual violence or sexual abuse allegations from a complainant (i.e. a person alleged to be the victim) or a third party (e.g. the complainant’s parent, friend or peer); receives a written or verbal complaint about sexual harassment, sexual violence or sexual abuse or sexual harassment, sexual violence or sexual abuse allegations or by any other means.

“Sexual Harassment” is defined as conduct on the basis of sex that satisfies one or more of the following:

1. An Academy employee/staff member, or a third-party contracted EMO employee/staff member or other employee/staff member of a third-party contractor/vendor assigned to work at or on behalf of the Academy who conditions the provision of an aid, benefit, or service of the Academy on an individual’s participation in unwelcome sexual conduct (i.e., *quid pro quo* sexual harassment);
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to the Academy’s education programs or activities; or
3. Sexual assault (as defined in the Cleary Act, 20 U.S.C. §1092(f)(6)(a)(v)), dating violence, domestic violence or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).

“Formal Complaint” is defined as a document filed by the Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the Academy investigate the allegation(s) of sexual harassment.

“Sexual Violence or Sexual Abuse” shall include physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent (due to the person’s age, intellectual, or other disability, or due to the use of drugs or alcohol) and violations of the criminal law, such as Michigan’s Criminal Sexual Conduct statutes.

### **Grievance Procedure**

This Grievance Procedure is intended to treat Complainants and Respondents equitably by providing remedies to a Complainant if a Respondent is found responsible for the alleged sexual harassment after following the proscribed grievance process before imposing discipline on a Respondent. The Grievance Procedure seeks to ensure objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. Individuals involved in the Grievance Procedure – including the Title IX Coordinators, investigators, decision-makers, facilitators of informal resolution efforts and those involved in the appeal process – must be trained and not have any bias or conflict of interest.

### **Reporting and Filing a Formal Complaint**

Any student, Academy employee/staff member, if any, or third-party contracted EMO employee/staff member who believes that they have been subjected to sexual harassment, sexual violence or sexual abuse by a student, Academy board member, third-party contracted EMO employee/staff member, or employee/staff member of a third-party contractor/vendor, volunteer

or other person doing business with the Academy, should immediately report the behavior or communication to a teacher, counselor, social worker, principal, School Leader, Director or a Title IX Coordinator.

All of the Academy's employees/staff members, if any, third-party EMO employees/staff members or other third-party contracted staff assigned to work at or on behalf of the Academy are expected to promptly report actual knowledge of sexual harassment, sexual violence or sexual abuse they observe or hear about to a Title IX Coordinator.

Reports can be made orally or in writing and should be as specific as possible. The person making the report should identify the alleged victim/Complainant, perpetrator(s)/Respondent(s) and witness(es), and describe in detail what occurred, including date(s), time(s) and location(s). Upon receipt of a report, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint.

A Formal Complaint must be filed by a Complainant prior to the Academy proceeding with an investigation under its Title IX Grievance Procedure. A Title IX Coordinator may sign a formal complaint, with or without the Complainant's consent. A formal complaint may be filed by a Complainant in person, by mail or electronic mail.

Any incidents of sexual harassment, sexual violence or sexual abuse that comes to the Academy's attention through means other than a formal complaint will be promptly addressed by the Title IX Coordinator. Supportive measures will be considered and offered to both parties and the Title IX Coordinator shall provide information to the Complainant about how to file a formal complaint, or if the Title IX Coordinator chooses, he or she can file a formal complaint to begin the Grievance Procedure.

### **Mandatory and Discretionary Dismissals**

The Academy must dismiss a complaint:

- That does not describe the conduct that meets the definition of sexual harassment;
- That alleges sexual harassment that did not occur in the Academy's educational program or activity; or
- That alleges sexual harassment did not occur in the United States at all.

The Academy may dismiss a complaint:

If the Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the formal complaint or some of its allegations;

If the Respondent is no longer enrolled as a student in the Academy or is no longer employed by the third-party contractor who provides employees/staff to the Academy; or

If specific circumstances prevent the Academy from gathering evidence sufficient to reach a determination about the allegations.

If the Academy dismisses a complaint, or any allegations, pursuant to the above, it will send a written notice of dismissal and the reason(s) to the parties. Both parties have the right to appeal the Academy's dismissal as described in more detail below under "Right to Appeal."

### **Informal Resolution Process**

If appropriate as determined by the Title IX Coordinator, the Complainant and the Respondent may voluntarily agree to participate in an informal resolution process that does not involve a full investigation and determination. Prior to the informal resolution process commencing, both parties will receive written notice of the charges and allegations and will be advised of their option to engage in a formal resolution process. The Complainant will not be required to resolve the problem directly with the Respondent, and either party has the right to end the informal process at any time and begin the formal process for investigating the complaint. The Academy prohibits the informal resolution process for complaints involving a student and a third-party contracted EMO employee/staff member assigned to work at or on behalf of the Academy or other third-party employee/staff member of a contractor/vendor. The formal resolution process should be used for these complaints. The informal process should be completed on or before thirty (30) days after the complaint is filed.

### **Formal Resolution Process**

If the parties choose not to engage in the informal resolution process, choose to stop the informal resolution process at any time, or the complaint involves a student and an Academy employee/saff member, third-party contracted EMO employee/staff member assigned to work at or on behalf of the Academy, or other third-party employee/staff member of a contractor/vendor, the Academy will conduct a prompt and full investigation into any formal Title IX complaint. An investigation will afford both the Complainant and the Respondent a full and fair opportunity to be heard, submit documentation and evidence supporting or rebutting the allegation(s), and identify witnesses. All parties involved in the investigation will be provided with a copy of the Title IX Grievance Procedure.

When the Academy begins the investigation, written notice will be provided to the parties containing:

A copy of the Academy's Policy and Grievance Procedure under Title IX;

Whether there is an opportunity to engage in informal resolution;

The actual allegations and facts that would constitute sexual harassment under Title IX;

A statement that the Respondent is presumed innocent;

A statement that the parties are entitled to an advisor of their choice;

A statement that the parties can request to inspect and review certain evidence; and

Information regarding the Student Code of Conduct and false statements.

Investigations may be conducted by the appropriate Title IX Coordinator or designee, such as a principal or other administrator who has been trained in Title IX procedures and does not have a conflict of interest or bias towards either party. The Academy reserves the right to obtain or consult with a third-party investigator or resource at any time during the Grievance Procedure.

Prior to and during the investigation process, the Title IX Coordinator or designee will meet independently with the Complainant and the Respondent and discuss any supportive measures to be implemented before or during the investigation.

If a Complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal complaint to be pursued, they may make such a request to the Title IX Coordinator, who will evaluate that request in light of the duty to ensure the safety of the Academy and to comply with state or federal law.

### **Retaliation Prohibited**

At the beginning of the investigation, the Title IX Coordinator or investigator will explain that Title IX includes protections against retaliation, the Academy will take steps to prevent retaliation and the Academy will strongly react to any retaliatory actions, including any acts of retaliatory harassment, should they occur. No student, parent/guardian, Academy employee/staff member, if any, third-party contracted EMO employee/staff member assigned to work at or on behalf of the Academy, or employee/staff member of a third-party contractor/vendor or member of the public shall be retaliated against for filing a complaint or participating in the investigation of the complaint.

Acts of alleged retaliation should be reported immediately to a Title IX Coordinator and will be promptly investigated.

### **Respondent Presumed Innocent**

During an investigation, the Respondent is presumed to be innocent.

### **Investigation Procedure**

Investigations must begin promptly, proceed impartially, and treat all parties equitably. This includes providing both parties an opportunity to present witnesses and other evidence. To the extent practicable, the investigation should be concluded within thirty (30) calendar days. The investigation shall not be completed more than sixty (60) calendar days after a formal complaint is filed unless there is good cause to continue the investigation beyond sixty (60) calendar days (e.g. law enforcement activities, absence of a party or witness, absence of a party's advisor of choice or the need to provide language assistance or accommodations of disabilities).

### **Supportive Measures**

Upon request of a party, or on its own initiative, the Academy may implement supportive measures prior to or during the investigation of a formal complaint. Supportive measures are free, individualized services designed to restore or preserve equal access to education, protect safety, or deter the sexual harassment. Supportive measures support a student and are not punitive or disciplinary with respect to another student and should not unreasonably burden any other person.

A party can submit requests for supportive measures, either verbally or in writing, to the investigator and/or to the Title IX Coordinator. (The investigator will notify the Title IX Coordinator of any request for supportive measures and the Title IX Coordinator will be responsible to implement supportive measures). Supportive measures include, but are not limited to, counseling, extensions of time, modifications of work or class schedules, appropriate emotional and/or academic support, restrictions on contact between the parties, leaves of absences, and increased monitoring and support. In fairly assessing the need for either party to receive interim measures, the Academy will not rely on fixed rules or any assumptions that favor one party over another. Supportive measures will be made available to both parties, as appropriate. In imposing supportive measures, the Title IX Coordinator or designee will make every effort to avoid depriving any student of his/her education. The Academy will take steps to ensure that any supportive measure minimizes the burden on the parties, and that the Title IX Coordinator or designee will communicate with the parties to ensure any supportive measures are necessary and effective based on the parties' needs.

### **Determination of Investigation**

The Academy shall take reasonable, timely, age-appropriate and effective corrective action based upon the situation and nature of the complaint. Appropriate corrective action may include classroom reassignment, increased staff supervision, counseling, academic support services,

additional training for students, Academy employees/staff, if any, third-party contracted EMO employees/staff members, or third-party employees/staff member of contractors/vendors, and reporting procedures, safety plan, behavioral support plan and/or disciplinary action under the Student Code of Conduct or under the Academy's policies and procedures which include suspension up to permanent expulsion. Restorative practices will also be considered in any circumstance involving disciplinary action.

The investigator's findings will be documented in a preliminary report and shared with the Complainant, Respondent and their advisors, if any. The parties will have at least ten (10) calendar days to review the preliminary report and submit a response in writing. Prior to finalizing the report, the investigator shall consider the parties' written responses to the preliminary report, if any. The investigation report will then be finalized and forwarded to the decision-maker, the parties and their advisors, if any. The decision-maker cannot be the investigator, Title IX Coordinator or have any conflict of interest or bias with either party.

The decision-maker, prior to any final decision, shall afford the parties an additional (10) calendar days to submit relevant, written questions to the opposing party or any witnesses. The decision-maker shall ask any relevant questions, record the response(s) and provide the responses to the parties (and their advisors, if any) prior to making a final determination. If the decision-maker deems a question irrelevant, he/she shall state in writing why the question is not relevant and provide the reason(s) to the parties (and advisors, if any) before the final decision is made.

The decision-maker shall issue a written decision and deliver it simultaneously to both parties. The written decision must include:

- The portion of the Academy's policy(ies) that was/were violated;
- A description of the procedural steps that were taken by the Academy to arrive at the decision;
- A findings of fact section;
- A section that draws conclusions after applying the facts to the portion of the Academy's policy that applies;
- A statement and rationale for the ultimate determination of responsibility;
- Any disciplinary sanctions that the Academy will impose on the Respondent, and state whether the Academy will provide remedies to the Complainant;
- A statement and rationale for any remedies for the Complainant, addressing how those remedies will restore or preserve equal access; and

- A statement of the Academy's procedures, a statement that the parties have a right to appeal the initial determination regarding responsibility and the permissible basis for the appeal.

### **Right to Appeal**

Both parties shall be provided notice of the right to appeal the final determination based on: (1) a procedural irregularity that affected the outcome of the matter; (2) new evidence has been discovered that was not reasonably available at the time of the determination on responsibility or dismissal; or (3) a conflict of interest on the part of the Title IX Coordinator, an investigator who compiled evidence, or a decision-maker, and the conflict of interest affected the outcome.

If a party intends to file an appeal, they must submit the appeal in writing to the Academy Board of Directors no later than five (5) calendar days following the date of the final decision. The Academy Board shall be deemed to have received the appeal as of the date of its next regular board meeting after the appeal has been filed.

The opposing party shall be provided with a copy of the written appeal and given an opportunity to submit a response, which will be provided to the Academy Board of Directors.

The Academy Board of Directors, or a committee selected by the Academy Board, shall review the written appeal and any response and issue a written determination within twenty (20) calendar days of the receipt of the appeal, which will be delivered to both parties.

The Academy Board of Director's decision shall be final.

### ***Training***

Individuals involved in the Grievance Procedure – Title IX Coordinators, investigators, decision-makers or facilitators of informal, voluntary resolution efforts must be trained.

The training materials cannot rely on sex stereotypes, must promote impartial investigations and adjudications and must be posted on the Academy's website.

All other Academy employees/staff members, third-party contracted EMO employees/staff members assigned to work at or on behalf of the Academy and other third-party employees/staff members of contractors/vendors providing services to the Academy shall be trained on how to identify and report sexual harassment.

### ***Privileges***

No information protected by a legal privilege, such as the attorney-client privilege or the doctor-patient privilege, can be used during an investigation unless the person holding that privilege has waived it.

Neither a party nor the Academy is allowed to seek, permit questions about, or allow the introduction of evidence that is protected by a recognized privilege.

### ***Changes to Grievance Procedure***

The Academy reserves the right to change, modify, amend or repeal all or any part of this Grievance Procedure.

### **Section 22. Michigan's Child Protection Law**

If, during the course of a harassment or Title IX investigation initiated by a student, the Anti-Harassment Compliance Officer or the Title IX Coordinator has reasonable cause to suspect that the alleged conduct may constitute child abuse or neglect, or sexual abuse or sexual violence of a student, including but not limited to a student who is a minor, the Anti-Harassment Compliance Officer or Title IX Coordinator shall report such suspicion in accordance with the MCPL, including reports to child protective services, law enforcement or similar agency.

A report made to child protective services, law enforcement or similar agency shall not terminate the Anti-Harassment Compliance Officer or the Title IX Coordinator's obligation and responsibility to continue to investigate a complaint of harassment, sexual harassment, sexual abuse or sexual violence of a student. While the Anti-Harassment Compliance Officer or Title IX Coordinator may work cooperatively with outside agencies, including child protective services and law enforcement or similar agency to conduct concurrent investigations, in no event shall the investigation of harassment, sexual harassment, sexual abuse or sexual violence of a student, including but not limited to, a student who is a minor, be inhibited by the involvement of outside agencies without good cause after consultation with the School Leader or Director.

Allegations of sexual violence or sexual abuse of a student, including, but not limited to a student who is a minor, shall be promptly reported to child protective services, law enforcement or similar agency as required by law.

### **Section 23. Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act-Prohibition of Discrimination and Grievance/Complaint Procedure.**

Section 504 of the Rehabilitation Act of 1973 ("Section 504") and Title II of the Americans with Disabilities Act ("ADA"), and the implementing regulations (collectively "Section 504/ADA"), prohibit an otherwise qualified individual with a disability, including a student, solely by reason of his/her disability, from being excluded from participation, be denied the benefits of, or be

subjected to discrimination under any program or activity receiving Federal financial assistance or retaliation. The Academy Board does not discriminate in admission or access to, or participation in, or treatment, in its programs or activities (including before and after school programs and activities). Accordingly, the Academy Board's policies, procedures and practices shall not discriminate against students with disabilities or member of the school community and will make its facilities, programs and activities accessible to qualified individuals. Discrimination and/or retaliation against a student, Academy employee/staff member, third-party contracted EMO employee/staff member or member of the school community with a disability in any Academy program or activity is strictly prohibited.

An individual with a disability means a person who has: (1) a physical or mental impairment that substantially limits one or more major life activity; (2) has a record of such an impairment; or (3) is regarded as having such an impairment.<sup>1</sup>

Major life activities include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.

Major life activities also include the operation of a major bodily function, including, but not limited to: functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

This list is not exhaustive. An activity or function not listed above may be considered a major life activity. A student may be eligible under Section 504, if the student has an impairment that substantially limits one or more major life activities, including, but not limited to, learning.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment, reasonable accommodations or auxiliary aids or services, among many others.

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<sup>1</sup> The Michigan Administrative Rules for Special Education (MARSE) define eligibility for special education within thirteen (13) categories of disability: Autism Spectrum Disorder (ASD), Cognitive Impairment (CI), Deaf-Blindness (DB), Deaf or Hard of Hearing (DHH), Early Childhood Development Delay (ECDD), Emotional Impairment (EI), Other Health Impairment (OHI), Physical Impairment (PI), Severe Multiple Impairment (SXI), Specific Learning Disability (SLD), Speech and Language Impairment (SLI), Traumatic Brain Injury (TBI) and Visual Impairment (VI).

Under federal law, a physical or mental impairment means (A) any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, cardiovascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin, and endocrine; or (B) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.

The Academy encourages anyone within the school community who believes a Section 504/Title II violation may have occurred to report their concerns to an Academy Section 504/Title II Coordinator identified below:

**Section 504/Title II Coordinator:**

[Insert Title and Contact Information of Section 504/Title II Coordinator-Designate one or two individuals]

**Grievance/Complaint Procedures**

The Academy’s Section 504/Title II ADA Grievance/Complaint Procedures apply to complaints of disability discrimination (including harassment) by Academy students, Academy employees/staff, if any, third-party contracted EMO employees/ staff members assigned to work at or on behalf of the Academy. These procedures also apply to complaints of disability discrimination (including harassment) involving third-party providers with whom the Academy or the EMO contract with to provide services or supports under Section 504 or the ADA. Use of these procedures is not required nor are these procedures a prerequisite to the pursuit of other remedies, including the filing of a request for an impartial due process hearing before an Impartial Hearing Officer (“IHO”) or a complaint with the United States Department of Education’s Office for Civil Rights (“OCR”). If a person believes that s/he has been discriminated against in violation of Section 504/ADA, s/he may file a complaint with OCR, at any time.

Parents or guardians of qualified students with disabilities may also, at any time, file a complaint with OCR or request a due process hearing before an IHO regarding issues pertaining to the identification, evaluation, educational placement and the contents of or implementation of their child’s Section 504 Plan. During a due process hearing, the parent/guardian and/or the student have the right to be represented by counsel (at their own expense), the right to present evidence and testimony and the right to examine relevant education records.

Internal complaints and requests for due process hearings must be in writing and must identify the specific circumstances or areas of dispute that give rise to the complaint or the request for a hearing and offer possible solutions to the dispute. The complaint or request for a due process hearing must be filed with the Section 504/ADA Compliance Officer within specified time limits. The 504/ADA Compliance Officer is available to assist individuals in filing a complaint or request.

**Internal Complaint Procedures**

An internal complaint may be filed by a person who believes that s/he has been discriminated against by another student, Academy employee/staff member, third-party contracted EMO employee/staff member, or employee/staff member of a third-party contractor/vendor providing programs or activities on behalf of the Academy.

## STEP 1:

A student or parent may initiate an investigation by filing a written internal complaint with the Section 504/ADA Compliance Officer. If the Section 504/ADA Compliance Officer is the subject of the complaint, the complaint should be submitted to the School Leader or Director who will appoint another administrator to conduct the investigation.

The written internal complaint shall be signed by the complainant and include:

- A. The name and contact information of the complainant. If the complainant is not the aggrieved party, the complaint should also include the name and contact information of the aggrieved party;
- B. The name and contact information of any witnesses;
- C. The facts of the incident or action complained about;
- D. The date(s) of the incident or action giving rise to the complaint;
- E. The type of discrimination or violation(s) alleged to have occurred and how the subject of the complaint has been adversely affected;
- F. Any other evidence the complainant deems appropriate;
- G. The specific resolution sought.

The complaint must be filed as soon as possible, but not longer than thirty (30) calendar days after disclosure of the facts giving rise to the complaint.

### Internal Complaint/Grievance Investigation Procedures

Absent unusual circumstances, an impartial investigation of the complaint shall be completed within fifteen (15) school days of receipt of the written complaint by the Section 504/ADA Coordinator. The Section 504/ADA Coordinator's (or designee's) investigation shall include an interview of the parties and witnesses, an opportunity for the parties to present witnesses and other evidence, a review of relevant evidence, and any other steps necessary to ensure a prompt and thorough investigation of the complaint. As part of the investigation, the Section 504/ADA Coordinator shall permit the complainant to present witnesses and other evidence in support of the complaint. The Section 504/ADA Coordinator shall notify the complainant and the person who is the subject of the complaint of his/her decision, in writing, within thirty (30) business days of the conclusion of the investigation.

If upon completion of the investigation, the Section 504/ADA Coordinator (or designee) determines that a violation of Section 504 or Title II is found, the findings will state the action(s) necessary to remedy the discrimination and prevent its recurrence. The Section 504/ADA Coordinator (or designee) shall be responsible for carrying out any needed remedial action.

#### STEP 2:

The complainant may appeal the Section 504/ADA Coordinator's determination to the School Leader or Director, in writing, within ten (10) school days of the issuance of the Coordinator or Investigator's written findings. The School Leader, Director, or designee shall meet with the parties involved and respond to the complaint, in writing. Absent unusual circumstances, the appeal of the investigation will be completed, and written findings will be issued by the School Leader, Director or designee within fifteen (15) school days of receipt of the request for appeal by the complainant.

#### Prohibition Against Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. The Academy, Academy employees/staff members, or its third-party contracted EMO employees/staff members assigned to work at or on behalf of the Academy shall not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, complaint, or filed a grievance, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

#### Filing a Complaint with OCR

A Complainant may file a complaint with OCR at any time. OCR can be reached at:

U.S. Department of Education  
Office for Civil Rights  
1350 Euclid Avenue, Suite 325  
Cleveland, Ohio 44115  
(216) 522-2573  
TDD: (216) 522-4944  
E-mail: [OCR.Cleveland@ed.gov](mailto:OCR.Cleveland@ed.gov)  
Web: <http://www.ed.gov/ocr>

#### Due Process Hearing Procedures

Parents or guardians who disagree with the identification, evaluation or placement of a student with a disability have the right to request an impartial due process hearing. A request for a Section 504 due process hearing must be made in writing to the Section 504/ADA Compliance Officer. The request for a due process hearing must include, at a minimum: (1) name and contact information for the complainant; (2) name of the student; (3) the name of the party(ies) that is/are the subject of the complaint; (4) the nature of the allegation(s) and the facts related to the allegation(s); and (5) be signed by the complainant.

Upon receipt of a written request for a due process hearing, the Section 504/ADA Compliance Officer or the Academy Board will make all necessary arrangements, including the selection of an impartial hearing officer (“IHO”). The selected impartial hearing officer cannot be a person who is a third-party contracted EMO employee/staff member or any person having a personal or professional interest which would conflict with his or her objectivity in the hearing.

Any party to a hearing has the right to:

1. Be accompanied and represented by counsel (at their own expense);
2. Present evidence and/or testimony, confront, cross-examine and compel the attendance of witnesses;
3. Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five (5) business days before the hearing;
4. Obtain a written or electronic verbatim record;
5. Obtain written or electronic findings of fact and decisions;

The IHO will schedule a due process hearing to occur as soon as practicable for the parent/guardian and the Academy. Absent an agreement of the parties, the due process hearing will be scheduled no more than thirty (30) school days following receipt of a written request for a due process hearing. Upon conclusion of the hearing, the IHO will render a written decision with findings of fact and conclusions of law within thirty (30) calendar days. Copies of the IHO’s decision will be provided to the parties.

An aggrieved party may pursue appropriate remedies in a court of competent jurisdiction.

#### **Section 24. Field Trips and Other Academy-Sponsored Trips.**

A field trip is any planned journey by an administrator or professional staff member, involving one or more students away from Academy premises, under the supervision of an administrator or professional staff member(s).

Academy Board approval is required for field trips and other Academy-sponsored trips which are planned to take students out of the State of Michigan or the United States. Approval of the School Leader or Director is required for all other field trips or Academy events.

Students on all field trips and other Academy-sponsored trips remain subject to the Academy's policies, administrative guidelines, rules and regulations, including the Student Code of Conduct.

The Academy shall not be liable or responsible for any person who takes one or more students on trips not approved by the Academy Board. No third-party contracted staff or EMO employee/staff member may solicit students of the Academy for such trips on school property without permission from the Academy Board or the School Leader or Director.

The School Leader or Director shall prepare a parent consent form for the student's participation in the field trip or school sponsored event and administrative guidelines for the operation of field trips and other Academy-sponsored trips, including athletic trips.

#### **Section 25. Student Assessment.**

The Academy shall, in compliance with federal and state laws, rules and regulations, the State Board of Education and the Authorizer's Charter Contract, assess student achievement and needs in designated subject areas in order to determine the progress of students and to assist students in attaining Academy and Authorizer required educational goals and student academic growth and achievement.

The School Leader or Director shall develop and present to the Academy Board annually, a program of testing and assessments that comports with federal and state laws, rules and regulations, is consistent with Academy policies, and the Charter Contract.

#### **Section 26. Placement and Promotion.**

The Academy recognizes that the personal, social, physical, and educational growth of students vary and that students should be placed in the educational program and setting most appropriate to their individual needs at their various stages of growth.

It is the policy of the Academy that each student be moved in a continuous pattern of achievement and growth that is in harmony with his/her own development, subject to state and federal laws, rules and regulations.

The School Leader or Director shall develop administrative guidelines for the placement and promotion of students consistent with this Policy.

#### **Section 27. Third Grade Reading Requirements.**

The Academy shall comply with the requirements of MCL §380.1282f, governing third grade reading proficiency and requirements. The School Leader or Director shall develop administrative guidelines as necessary to implement this policy and the Michigan statute.

**Section 28. Reporting Student Progress.**

The Academy shall establish a system of reporting student progress which shall include written reports and/or parent conferences with teachers and shall require all appropriate staff members to comply with such a system as part of their professional responsibility.

The School Leader or Director shall develop procedures for reporting student progress to parents.

**Section 29. Grading.**

The School Leader or Director shall develop administrative guidelines for grading that contain clear, concise and consistent criteria and standards.

**Section 30. Graduation Requirements.**

The Academy shall acknowledge each student's successful completion of the instructional program or a personal curriculum appropriate to the achievement of Academy goals and objectives and personal proficiency by the awarding of a diploma at graduation ceremonies. A student receiving a diploma does not have a legal right to attend graduation based on discipline or other circumstances.

The School Leader or Director shall develop administrative guidelines containing requirements for graduation consistent with Michigan laws, rules and regulations, the Charter Contract and requirements adopted from time to time by the Academy Board. The guidelines shall also identify the requirements and process to be followed by students that desire to graduate early.

**Section 31. Compliance with Michigan Sex Education Statute; Prohibition of Abortion Referral or Assistance.**

The Academy shall comply with the requirements of MCL §380.1507, dealing with instruction in sex education and related subjects. As required under MCL §388.1766, a school official, member of the Academy Board, or a person employed by the Academy or an EMO who refers a student for an abortion or assists a student in obtaining an abortion, and who is not the parent or legal guardian of the student, shall be subject to appropriate discipline/removal.

**ARTICLE III. STUDENTS.**

**These general policies govern student behavior and code of conduct requirements. The Student Code of Conduct document should be reconciled with the requirements of these policies so as to avoid conflicts. In the event there is a discrepancy between the contents of the Student Code of Conduct and these Policies, the Policies shall control.**

**Section 1. Enrollment: Eligible Students.**

Enrollment shall be undertaken in a manner consistent with the the Charter Contract. The enrollment practices shall be implemented by the EMO if the Services provided by the EMO include enrollment.

**Section 2. Enrollment: Entrance Age.**

A child who is entitled to attend school as permitted by the Charter Contract or Michigan law may seek to enroll in the Academy through its enrollment processes.

**Section 3. Student Behavior: Governing Principles.**

The Academy recognizes that administrators and staff serving the Academy shall be responsible for implementing the Student Code of Conduct discussed in Section 4, below and hereby empowers them to do so.

**Section 4. Student Code of Conduct.**

The Academy or its EMO, if the Academy engages an EMO to do so, shall develop, implement and publish to all students and their parents/guardians, on an annual basis, a Student Code of Conduct consistent with the principles governing student behavior as approved by the Academy Board. The Student Code of Conduct shall include standards of conduct, procedures for implementing discipline, including restorative practices, due process procedures, reinstatement procedures and all other processes and procedures governing the conduct of students at school and at school events, including the conduct of searches, seclusion and restraint, to ensure that the educational environment remains free of disruption.

**Section 5. Levels of Discipline.**

The Academy Board recognizes that exclusion from the educational programs of the Academy for disciplinary purposes is a serious sanction. The following levels of discipline are permitted in the Academy.

**Emergency Removal:** A student may be removed from any class, subject, or activity for up to one (1) day by the student's teacher for certain conduct as specified in the Student Code of Conduct pursuant to MCL §380.1309. A student so removed will be allowed to attend other classes taught by other teachers during the term of the one (1) day removal.

**Suspension of Up To 10 Days:** The principal or another administrator may suspend a student for a period of up to ten (10) school days. The imposition of a suspension of less than 10 days is final and not appealable.

**Suspension of More Than 10 Days and Less Than 61 Days:** The principal or another administrator may suspend a student for more than (10) and less than 61 school days. Such a suspension may be appealed to the School Leader or Director under the process described in the Student Code of Conduct.

**Expulsion of More Than 60 Days Up To 180 Days:** The principal or another administrator may expel a student for more than 60 days up to 180 days. Such an expulsion

may be appealed to the School Leader or Director under the process described in the Student Code of Conduct.

**Permanent Expulsion or Expulsion of Greater Than 180 Days:** Only the School Leader or Director may expel a student permanently or for a period greater than 180 days. Such an expulsion may be appealed to the Academy Board. The appeal for such a procedure is described in Section 8 below.

**Removal of a Student from The Academy Pending Investigation or Provision of Due Process.**

When an administrator deems it necessary, the administrator may remove a student from school that is charged with, suspected of committing, or suspected of being involved in, an infraction or incident, for a reasonable time period necessary:

1. to complete the investigation of an alleged infraction or incident, or
2. to defuse a situation that could become worse without such removal, or
3. in unusual circumstances, to permit the student to be accorded due process, as defined in this policy, which shall be accorded as soon as possible thereafter, or
4. for other reason(s) as renders such a removal in the best interests of a student, the school, its students, or its staff.

Such a removal shall not constitute disciplinary action, although the infraction or incident may result in disciplinary action. If the infraction or incident that has prompted removal results in discipline, the time during which the student has been removed from the Academy shall be credited to any disciplinary time imposed.

**Section 6. Due Process.**

The Academy Board recognizes the importance of safeguarding a student's constitutional rights, particularly when subject to the Academy's disciplinary procedures. The due process to be accorded students is as follows:

**Students subject to suspensions greater than 10 days or expulsions of 61 days or more.**

Except in emergency situations, prior to the implementation of a suspension or expulsion, a student and the student's parent or guardian must be given oral or written notice of the charges against him or her, a summary of the evidence supporting the charges, and, if the student denies the charges, the opportunity to be heard and to respond to the charges. When such suspension or expulsion has occurred, notice and opportunity to respond shall occur as soon as reasonably possible.

**Students subject to permanent expulsion or expulsion greater than 180 days.**

Prior to the imposition of a permanent expulsion or an expulsion of greater than 180 days, a student and the student's parent or guardian must be given written notice of the intention to permanently expel or expel the student for more than 180 days, a summary of the evidence supporting the expulsion, and notice that the School Leader or Director shall conduct a hearing to determine whether to accept the recommendation for expulsion. The student and the student's parent or guardian must also be provided a brief description of the

student's rights and the hearing procedure. The Student Code of Conduct shall set forth the guidelines governing the hearing procedure before the School Leader or Director.

**Section 7. Considerations Prior to Imposition of Discipline (Restorative Practices).**

In accordance with state law, and except as specifically provided in this policy, before a student may be suspended for more than 10 days, expelled or permanently expelled, the administrator(s) imposing the discipline or making the disciplinary recommendation, shall consider each of the following factors:

1. the student's age;
2. the student's disciplinary history;
3. whether the student is a student with a disability;
4. the seriousness of the violation or behavior committed by the student;
5. whether the violation or behavior committed by the student threatened the safety of any student or staff member;
6. whether restorative practices will be used to address the violation or behavior committed by the student; and
7. whether a lesser intervention would properly address the violation or behavior committed by the student.

The fact that consideration of these factors has occurred shall be documented in the record of the recommended disciplinary action. An appropriate checklist shall be developed and used to document consideration of these factors.

Whether student misconduct shall result in discipline, and the level of discipline to be imposed, shall be within the discretion of the administrator imposing or recommending the discipline or by the School Leader or Director in case of a permanent expulsion or expulsion greater than 180 days. In the exercise of this discretion, there is a rebuttable presumption that a suspension, expulsion or permanent expulsion is not justified unless administration can demonstrate that it considered each of the factors listed above. The obligation to consider these factors shall not apply to a student being permanently expelled under state law for possessing a firearm in a weapon-free school zone.

The administrator or School Leader or Director imposing the discipline shall consider using restorative practices as an alternative or in addition to recommending the suspension or expulsion of a student. The obligation to consider restorative practices shall not apply to a mandatory permanent expulsion for possession of a firearm in a weapon-free school zone. "Restorative practices" means practices that emphasize repairing the harm to the victim and the school community caused by a student's misconduct. The School Leader or Director shall establish procedures for the use of restorative practices within the Academy.

**Section 8. Appeal of the Imposition of Discipline.**

A student may appeal a suspension greater than 10 days or an expulsion of 61 days up to 180 days to the School Leader or Director. The Student Code of Conduct shall identify the process to be used for such appeals. The decision of the School Leader or Director shall be final.

A student may appeal a permanent expulsion or an expulsion of greater than 180 days to the Academy Board in accordance with the following procedures:

- A. Such expulsion may be appealed to the Academy Board by the student or parent or guardian by filing with the ESP/EMO's School Leader or Director, a written request for appeal within fifteen (15) school days after mailing of the notice of such expulsion. The full Academy Board or the Board Discipline Committee shall hear the appeal within a reasonable time at a special meeting called for such purpose. If no such appeal is timely requested, the expulsion shall be deemed final.
- B. Upon receipt of an appeal to the Academy Board, the School Leader or Director shall provide the student or parent or guardian with a written notice that appeals to the Academy Board or the Board Discipline Committee shall be conducted in accordance with the rules and procedures described below.
- C. The School Leader, Director, Board attorney, and any other resource persons that the Academy Board President or the presiding officer deems appropriate may be present at the Academy Board or Board Discipline Committee hearing. Only members of the Academy Board or Board Discipline Committee shall have a vote in determining the appeal.
- D. Pursuant to the Open Meetings Act, the hearing before the Academy Board or Board Discipline Committee shall be closed to the public at the request of the student or parent(s) or guardian(s).
- E. Although a hearing to consider the appeal of a permanent expulsion or expulsion greater than 180 days is subject to due process and may have some similarities to a court proceeding, it is not conducted in a court of law and court rules are not applicable. The Academy Board President or the presiding officer shall determine any procedural questions that arise during the hearing.
- F. At the hearing, the School Leader, Director or other administrator shall first present to the Academy Board the facts of the case and the basis for the discipline. Thereafter, the student (and/or the student's representative and parent(s) or guardian(s)) may comment upon the facts as stated by the School Leader, Director or other administrator and may present the basis of the appeal. Academy Board or Board Discipline Committee members and other participants in the hearing may ask questions of witnesses.
- G. The Academy Board or the Board Discipline Committee may:
  1. set aside the expulsion and reinstate the student with or without any limiting conditions;
  2. reduce the expulsion to a suspension or expulsion of 180 days or less with any conditions the Academy Board or the Board Discipline Committee deems

advisable, or remand the matter to the School Leader or Director to impose a consequence less than permanent expulsion; or

3. affirm the expulsion.

H. The Academy Board or the Board Discipline Committee shall decide the appeal within a reasonable time. The Academy Board Secretary, or designee, shall promptly notify the appealing party of the decision in writing. The decision of the Academy Board or the Board Discipline Committee shall be final.

### **Section 9. Reinstatement Following Permanent Expulsion.**

A student who has been permanently expelled from the Academy may apply for reinstatement in accordance with the following guidelines:

- A. If the student is in grade 5 or below at the time of the permanent expulsion, the parents or legal guardian may submit a request for reinstatement after sixty (60) school days from the date of expulsion, but the student may not be reinstated before ninety (90) school days from the expulsion date.
- B. If the student is in grade 6 or above at the time of the permanent expulsion, the parents, legal guardian, the adult student, or the emancipated minor may submit a request for reinstatement after 150 school days from the date of the expulsion, but the student may not be reinstated before 180 school days from the expulsion date.
- C. The School Leader, Director or designee shall, within ten (10) school days after receiving the request, submit the request together with any other information he or she deems pertinent to the requested reinstatement, to a Board-appointed Reinstatement Committee consisting of two (2) Academy Board members, an Academy administrator, a teacher, and two (2) parents of an Academy student.
- D. The Board Reinstatement Committee shall, within ten (10) school days after being appointed, review all pertinent information, and submit its recommendation to the full Academy Board. The recommendation may be for unconditional reinstatement, conditional reinstatement, or non-reinstatement, based on the Reinstatement Committee's consideration of:
  1. the extent to which reinstatement would create a risk of harm to students or school personnel;
  2. the extent to which reinstatement would create a risk of Academy or individual liability for the Academy Board or Academy personnel;
  3. the age and maturity of the student;
  4. the student's school record before the expulsion incident;
  5. the student's attitude concerning the expulsion incident;
  6. the student's behavior since the expulsion and the prospects for remediation;
  7. if the request was filed by a parent or guardian, the degree of cooperation and support the parent or guardian has provided and will provide if the student is reinstated,

including, but not limited to, the parent's or guardian's receptiveness toward possible conditions placed on the reinstatement. Such conditions may, as an example, include a written agreement by the student and/or a parent or guardian who filed the reinstatement request to:

- a. abide by a behavior contract which may involve the student, his/her parent(s), guardian(s) and an outside agency;
- b. participate in an anger management program or other counseling activities;
- c. cooperate in processing and discussing periodic progress reviews;
- d. meet other conditions deemed appropriate by the Reinstatement Committee;
- e. accept the consequences for not fulfilling the agreed-upon conditions.

The Reinstatement Committee may also allow the parent, guardian, adult student, or emancipated minor to propose conditions as part of the request for reinstatement.

E. In the event a student who has been permanently expelled from another school or public or Academy requests admission to this Academy, the Academy Board shall, in making its decision, rely upon the recommendation of the School Leader, Director and the ESP/EMO.

F. The Academy Board may, subject to Michigan law:

1. set aside the expulsion and reinstate the student with or without any limiting conditions;
2. reduce the expulsion to a suspension or expulsion of 180 days or less with any conditions the Academy Board deems advisable under the circumstances;
3. affirm the expulsion

H. The Academy Board shall make its decision no later than the next regular Board meeting following the Reinstatement Committee's submission of its recommendations. The Academy Board's decision shall be final and not subject to appeal.

## **Section 10. Bullying.**

It is the policy of the Academy to provide a safe and nurturing environment for all students. Appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of students, administrators, faculty, staff, parents, visitors, and volunteers.

### **Bullying and Cyberbullying are Prohibited**

Bullying and cyberbullying of a student, whether by other students, staff, visitors, Academy Board members, parents, guests, contractors, vendors, and volunteers, is prohibited. All students are

protected under this Policy. Bullying and cyberbullying are prohibited without regard to their subject matter or motivating animus.

### **Definitions**

"**Bullying**" means any written, verbal, or physical act, or any electronic communication, but not limited to, cyberbullying, that is intended or that a reasonable person would know is likely to harm one (1) or more students either directly or indirectly by doing any of the following:

- A. Substantially interfering with educational opportunities, benefits, or programs of one (1) or more students.
- B. Adversely affecting the ability of a pupil to participate in or benefit from the Academy's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress.
- C. Having an actual and substantial detrimental effect on a student's physical or mental health.
- D. Causing substantial disruption in, or substantial interference with, the orderly operation of the Academy.

"**Cyberbullying**" means any electronic communication that is intended or that a reasonable person would know is likely to harm one (1) or more students either directly or indirectly by doing any of the following:

- A. Substantially interfering with educational opportunities, benefits, or programs of one (1) or more students.
- B. Adversely affecting the ability of a student to participate in or benefit from the Academy's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress.
- C. Having an actual and substantial detrimental effect on a student's physical or mental health.
- D. Causing substantial disruption in, or substantial interference with, the orderly operation of the Academy.

Since "bullying" also includes "cyberbullying", any reference in this Policy to "bullying" shall also be deemed to refer to "cyberbullying."

Bullying and cyberbullying are prohibited at school. This policy applies to prohibited conduct in any academic, educational, extra-curricular, or other Academy programs, activities, and events

whether occurring at school, during the Academy's Educational Program and process including, but not limited to: in a school building, remote or on-line learning platforms/systems, email, telephone, in-person or virtual conferences with Academy staff or third-party contracted EMO employees/staff and employees/staff of third-party contractors/vendors who provide services to the Academy, on any premises or equipment owned, leased or used by the Academy, in a motor vehicle owned or leased by the Academy or being used for a school-related purpose or at any Academy-related event, activity or function; traveling by any means to or from school or an Academy-related event, activity, or function; and in any location where the conduct has a sufficient connection to or with the Academy, its staff or the third-party contracted EMO employee/staff assigned to work at or on behalf of the Academy, employees/staff of third-party contractors/vendors, Academy students or Academy property that adversely and significantly affects, interferes with or endangers the good order of the Academy's Educational Program or environment at school, the proper functioning of the educational process, or non-school locations which are used for purposes of the Educational Program or Academy-related event, activity or function.

"At school" also includes using a telecommunications access device or a telecommunications service provider if the telecommunications access device or telecommunications service provider is owned by or under the control of the Academy. "Telecommunications access device" and "telecommunications service provider" mean those terms as defined in MCL §750.219a.

Bullying and cyberbullying that does not occur "at school" as defined above, but that causes a substantial disruption to the educational environment, may be subject to disciplinary action in accordance with this Policy and applicable law.

### **Reporting and Investigating Reports of Bullying**

Every student is encouraged to promptly report any situation that he or she believes to be bullying behavior directed toward himself/herself or another student, to a teacher, a counselor, an administrator, the School Leader or Director, Assistant Director or Athletic Director. Staff members shall report any reports made by students or situations that they believe to be bullying or cyberbullying behavior directed toward a student to the School Leader or Director. Complaints against the School Leader or Director shall be reported to the Academy Board President.

A student may report a complaint of bullying and/or cyberbullying to the Academy's Anti-Harassment Compliance Officers:

**[Insert names and contact information for designated Anti-Harassment Compliance Officers]**

Under State law, a school employee, school volunteer, student, or parent or guardian who promptly reports in good faith an act of bullying to the appropriate school official designated in this Policy and who makes this report in compliance with the procedures set forth in this Policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the

reported incident. This immunity does not apply to a school official who is responsible for implementing this Policy or for remedying the bullying, when acting in that capacity.

Retaliation or false accusation against a target of bullying, a witness, or another person with information about an act of bullying is prohibited. Suspected retaliation should be reported in the same manner as suspected bullying behavior. Making intentionally false accusations of bullying is likewise prohibited. Retaliation and making intentionally false accusations of bullying may result in disciplinary action up to and including expulsion.

All complaints about bullying that may violate this Policy shall be promptly investigated and documented. The School Leader, Director or designee is responsible for the investigation; however, the Academy Board may engage an independent third-party to investigate the bullying or cyberbullying complaint. If the investigation results in a finding that bullying or cyberbullying has occurred, prompt and appropriate disciplinary action shall be taken, to and including expulsion for students, to and including the removal of Academy staff or EMO employees/staff members, and to and including exclusion from school property for parents, guests, volunteers, and contractors. Individuals may also be referred to law enforcement officials.

Where the investigation results in a finding that bullying or cyberbullying has occurred, both the parent or legal guardian of a victim of bullying and the parent or legal guardian of a perpetrator of the bullying or cyberbullying shall be notified promptly in writing. In addition, the Academy staff or EMO employees/staff member or other third party designated by the Academy Board to investigate the alleged bullying may notify parents or guardians of the victim or perpetrator of bullying or cyberbullying sooner than the conclusion of the investigation if circumstances dictate such earlier notification.

The School Leader or Director shall document any prohibited incident that is reported and shall document all verified incidents of bullying and cyberbullying and the resulting consequences, including the required notification of parents or guardians and any discipline and referrals.

The School Leader or Director is the school official responsible for ensuring that this policy is implemented.

### **Confidentiality**

The Academy shall comply with all applicable laws regarding confidentiality of personally identifiable information from education records. In addition, the identity of an individual who reports an act of bullying or cyberbullying shall be and remain confidential to the extent permitted by law. The School Leader, Director or designee shall, to the extent permitted by law, ensure that the name of an individual who reports an act of bullying or cyberbullying is withheld from the alleged perpetrator and the perpetrator's parent(s), legal guardian(s) and representative(s). Such information shall be redacted from any report of bullying or cyberbullying that is publicly disclosed, to the extent provided or permitted by law.

### **Notification**

This Policy shall be annually circulated to parents and students and shall be posted on the Academy website.

### **Reporting**

As required by State statute, the School Leader, Director or designee shall provide a report of all verified incidents of bullying and cyberbullying and other required information to the Michigan Department of Education on an annual basis, according to the form and procedures established by the Department.

As required by State statute, the Academy's procedures with respect to bullying are contained within this Policy, and thus, no administrative guidelines accompany this policy.

### **Section 11. Use of Seclusion or Restraint.**

Pursuant to MCL §380.1307a, the Academy Board directs its staff or, if an EMO administers the educational program, the EMO, to adopt as an administrative guideline a policy, applicable to all who work at or on behalf of the Academy and any EMO or third-party employees/staff of contractors/vendors who provide services to the Academy that is consistent with the policy issued by the Michigan Department of Education in connection with the requirements of Public Acts 394 through 402 of 2016, MCL §380.1307, *et seq.*, regarding restrictions on the use of seclusion and restraint in public schools.

### **Section 12. Search and Seizure.**

The Academy Board has delegated to the School Leader and Director, the responsibility of safeguarding the safety and well-being of the students enrolled in the Academy. In the discharge of this responsibility, the School Leader, Director or designated administrator may search Academy property such as lockers, desks, computers, tablets, iPads, cell phones and other electronic and digital equipment owned, leased or provided by the Academy to the student, and used by the student during the Educational Program or the person or property, including vehicles, of a student, in accordance with the following policy. In conducting such search, the individual conducting the search shall observe all legal prohibitions on password protected devices.

### **School Property**

Lockers, desks, computers, tablets, iPads, cell phone and other electronic or digital equipment owned, leased or provided by the Academy to the student and used by the student during the Educational Program are the property of the Academy. Where locks are provided for such places, students may lock them against incursion by other students, but in no such places shall students have an expectation of privacy as to prevent examination by a school official. The School Leader, Director, or designated administrator may search student lockers, desks, computers, tablets, iPads, cell phones and other electronic and digital equipment owned, leased or provided by the Academy to the student at any time and for any reason.

### **Student Person and Possessions**

The privacy of students or his/her belongings may not be violated by an unreasonable search and seizure. No student may be searched without reasonable suspicion or in an unreasonable manner. The extent of the search will be governed by the seriousness of the alleged infraction, the student's age, and the student's disciplinary history. Reasonable suspicion shall not be required for the use of canines to search a student's possessions as part of a random drug sweep.

Searches may be conducted by EMO administrators, school resource officer(s), or their designees. Efforts should be made to conduct a search in the presence of the student and a staff member other than the School Leader or Director. A search prompted by the reasonable belief that health and safety are immediately threatened may be conducted with as much speed and dispatch as may be required to protect persons and property.

A search of a student's person shall be conducted by a person of the student's gender, in the presence of another staff member of the same gender, and only in exceptional circumstances when the health or safety of the student or of others is immediately threatened. Strip searches or searches inside a student's intimate apparel by the EMO employees, staff, school resource officer(s) or any other person acting on behalf of or as a representative of the Academy, on or off school premises, are not permitted. If it is believed that contraband is hidden in such areas, the student's parent or guardian and law enforcement shall be contacted and the situation described to them.

EMO administrators or designated staff members are authorized to utilize a breath-test instrument for the purpose of determining if a student has consumed an alcoholic beverage.

The ESP/EMO shall prepare administrative guidelines to implement this policy.

### **Section 13. Interrogation of Students.**

The Academy is committed to protecting students from harm that may or may not be directly associated with the school environment, but also recognizes its responsibility to cooperate with law enforcement and the State's child protection agency.

Such agencies should be encouraged to investigate alleged violations of the law off the Academy property, if possible. An investigation by such an agency may take place immediately on Academy property at the request of the EMO School Leader or building administrator if the alleged violation of law took place on Academy property or in emergency situations.

When police or other authorities arrive at the Academy and wish to interview a student or investigate an alleged violation of the law, they must contact the EMO, School Leader or building administrator indicating the nature of their investigation and their desire to question a student or students.

Before a student is questioned by police as a witness to or suspect in an alleged violation of law, the EMO School Leader or building administrator shall attempt to contact the student's parent and shall request to remain in the room during the questioning if the parent is not available.

If the student is the subject of a child abuse/neglect investigation, and the investigating agency indicates that the parent or family member is believed to be the perpetrator, the EMO School Leader or building administrator shall not contact either parent prior to the interview if requested by the investigator.

If an unauthorized law enforcement officer or child protection agency removes a student, the EMO School Leader or building administrator shall promptly notify the parent and the EMO.

No school official may release personally identifiable student information in education records to the police or children's services agency without prior written permission of the parent, a lawfully-issued subpoena, a court order, or as otherwise required by law, except in cases of an emergency involving the health or safety of the student or other students. Directory information may be disclosed upon request.

#### **Section 14. Education Records.**

The Academy shall comply with the applicable requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g and Public Act 367 of 2016 (MCL §380.1136). In accordance with FERPA, not later than the 30th day of each school year, the School Leader or Director shall provide public notice, in writing or electronically, to students and their parents or legal guardians of the Academy's intent to make available, upon request, certain information known as "directory information."

The Academy Board designates as "directory information" the following information about students:

- A. name;
- B. participation in officially recognized activities and sports;
- C. height, if member of an athletic team;
- D. weight, if a member of an athletic team which requires disclosure to participate;
- E. grade level, and date of actual or expected graduation;
- F. awards or honors received;
- G. photographs;
- H. videos of students participating in school activities, events or programs.

The Academy Board determines that the following information about students shall not be considered "directory information," and shall not be disclosed unless otherwise permitted by FERPA:

- A. residence address;
- B. email address;

- C. telephone numbers;
- D. date and place of birth;
- E. major field of study;
- F. dates of attendance;
- G. most recent previous educational agency or institution;
- H. Social Security number.

The annual notice from the School Leader or Director shall inform parents and eligible students that they may refuse to allow the Academy to disclose such "directory information" upon written or electronic notification to the Academy using the "opt out" form provided with the notice. If a parent or legal guardian of a student or an eligible student elects to "opt out" of the disclosure of any specific type of directory information, the Academy will elect not to disclose any directory information for that student.

The Academy shall provide a copy of the notice and "opt out" form to a parent or legal guardian at any time upon request.

The Academy shall develop a list of uses for which the Academy would disclose a student's directory information.

**Section 15. Prohibited Conduct Regarding Personally Identifiable Information.**

Except as permitted under Michigan law, the EMO shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of the Academy's student's education records. If the EMO receives information that is part of an Academy student's education records, the EMO shall not sell or otherwise provide the information to any other person or entity except as permitted under the Michigan law. For purposes of this policy, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in MCL §380.1136.

**Section 16. Covered Data and Information.**

The EMO shall observe Academy Board policies and federal, state and local laws, rules and regulations regarding the confidentiality of Covered Data and Information. Covered Data and Information ("CDI") includes paper and electronic student record information and includes, without limitation, "education records" as defined under FERPA, 34 CFR §99.1. CDI also includes any new records created and maintained by the EMO using CDI.

The EMO shall not use or disclose CDI received from or on behalf of the Academy except as permitted or required by the Management Agreement between the EMO and the Academy, and/or applicable federal, state and local laws, rules and regulations. Upon termination or expiration of the Management Agreement between the EMO and the Academy, the EMO shall return all CDI to the Academy.

The EMO shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to protect confidentiality, integrity and availability of all CDI received

from, or on behalf of the Academy or its students. These measures shall be extended by contract to include any contractors or subcontractors used by the EMO.

The EMO shall immediately or within two (2) business days of discovery at the latest, report to the Academy Board, in writing, any use or disclosure of CDI not authorized by the Agreement between the EMO and the Academy, or by applicable federal, state or local laws, rules and regulations. The EMO's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the CDI used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what actions, if any, the EMO has taken or shall take to mitigate any deleterious effect of the unauthorized use or disclosure; (v) what corrective action the EMO has taken or shall take to prevent future similar unauthorized use or disclosure; and (vi) such other information as reasonably requested by the Academy Board.

### **Section 17. Extra-Curricular Activities; Code of Conduct.**

The Academy Board encourages all students to become involved in extra-curricular, co-curricular and athletic activities. Such activities supplement the Academy's curriculum and provides opportunities for student enrichment. Participation is contingent on following the rules and guidelines governing those activities, and is a privilege, not a right.

The School Leader or Director shall develop and administer a program of student clubs and other activities. The School Leader or Director shall develop guidelines for the maintenance of student activity funds in support of these organizations.

#### **Extra-Curricular Code of Conduct**

The EMO School Leader or Director may by administrative guideline direct that the provisions of the Athletic Code of Conduct shall also apply to students participating in extracurricular or co-curricular activities.

### **Section 18. Equal Access for Academy Sponsored Activities.**

In the event the Academy operates any configuration of grades K-8, student clubs that use Academy facilities are prohibited. In the event the Academy operates any grade configuration of grades 9-12, such secondary students of the Academy may also initiate other clubs and activities, which may use Academy facilities under the following rules. Academy facilities may not be used by non-Academy-sponsored student clubs and activities or Academy-sponsored, extra-curricular clubs and activities during instructional hours. During non-instructional time, no group of students, regardless of the size of the group, will be denied an opportunity to meet because of religious, political, philosophical, or other content of the activity.

An application for permission for non-Academy-sponsored student clubs and activities to meet on Academy premises shall be made to the School Leader, Director or designee, who shall grant permission provided that:

- A. The activity has been initiated by students;
- B. Attendance at the meeting is voluntary;

- C. No agent or employee of the Academy will promote, lead, or participate in the meeting;
- D. The meeting does not materially and substantially interfere with the orderly conduct of instructional activities in the school; and
- E. Persons not affiliated with the Academy do not direct, conduct, control, or regularly attend the activity.

A student-initiated group granted permission to meet on Academy premises shall be provided the same rights and access and shall be subject to the same administrative guidelines that govern the meetings of student organizations sponsored by the Academy staff or the Academy Board, except as provided by this Policy. Participation in a student-initiated meeting must be available to all students who wish to attend and cannot be denied based on a student's race, color, national origin, sex, sexual orientation, sexual (gender) identity, age, religion, height, weight, marital or family status, disability, military status, genetic information, or any other legally protected category. There shall be no discrimination based on the religious, political, philosophical, or other content of the speech at the meeting.

**Section 19. Medications.**

**Medications Generally**

The Model Policy and Guidelines for Administering Medications to Pupils at School ("the Model Policy"), published by the Michigan Department of Education, currently in effect and as subsequently amended, and with the revisions noted below, is adopted as the Academy's Policy for medications at school.

Pursuant to the Model Policy, "medication" includes prescription, non-prescription and herbal medications, and includes those taken by mouth, by inhaler, those that are injectable, and those applied as drops to eyes, nose, or medications applied to the skin.

The following provisions of the Model Policy are clarified or revised as follows:

- A. As used in the Model Policy, the term "physician" means any health care provider licensed by the State of Michigan to prescribe medication.
- B. All documentation provided in connection with this Policy, including medication administration logs, shall be retained for three (3) years after the student graduates or otherwise leaves the Academy, or until the student's 19th birthday, whichever occurs later.

The School Leader or Director shall publish the Model Policy, with the clarifications or revisions identified above, as an administrative guideline, and amend the guideline to comport with any amendment(s) to the Model Policy.

The School Leader or Director is authorized to make additional non-substantive wording changes in the Model Policy, and to revise or supplement the forms that accompany the Model Policy, to conform with practices in and the policies and needs of the Academy.

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

Each Academy building shall have at least two (2) staff members at the school, whether they are EMO employees or otherwise, who have been trained in the administration of epinephrine auto-injectors.

Each Academy building shall possess and maintain at least two (2) epinephrine auto-injectors. The epinephrine auto-injectors shall be stored in a secure location, and in accordance with manufacturer's instructions for the preservation of the medication.

Under state law, a prescriber of medication may issue a prescription for, and a dispensing prescriber or pharmacist may dispense, auto-injectable epinephrine. The School Leader or Director, or designee, shall take the necessary steps to obtain and fill prescriptions for epinephrine auto-injectors in order to ensure that sufficient quantities are distributed to and maintained by individual schools within the Academy.

An employee or staff member or an employee of an EMO who is a licensed registered professional nurse or who is trained in the administration of epinephrine auto-injectors may administer an epinephrine auto-injectors to a pupil who has an epinephrine auto-injector prescription on file at the school/Academy.

An employee or staff member or an employee of an EMO who is a licensed registered professional nurse or who is trained in the administration of epinephrine auto-injectors may administer an epinephrine auto-injectors to any pupil who is believed to be having an anaphylactic reaction, regardless of whether that pupil has an epinephrine auto-injector prescription on file at the school/Academy.

The School Leader or Director shall issue administrative guidelines to ensure the proper implementation of this Policy.

### **Section 20. Health and Immunizations.**

The Academy Board requires that all students and parents/guardians comply with the Michigan Department of Community Health and the Michigan Public Health Code relative to student immunizations and hearing and vision screening. All students entering Kindergarten are required to have their hearing and vision screened prior to the start of school as required by the Michigan Department of Community Health.

The Michigan Public Health Code (Act 368 of 1978 as amended) mandates that a child must have at least a minimum dose of each school required vaccine and that the parent/guardian must provide the Academy with the student's official immunization record prior to acceptance for enrollment.

Parents/Guardians are required to submit documentation to the Academy in one of the following categories:

1. A completed, certified State of Michigan Nonmedical Immunization Waiver form; or
2. A State of Michigan Medical Contraindication form signed by a physician; or
3. A student's complete immunization record.

Students will be excluded from enrolling in the Academy based on the public health code if a completed immunization record or certified waiver form is not submitted to the Academy, unless the student is in a dose waiting (provisional) period. A parent/guardian whose student is registered and enrolled in the Academy must submit an updated certificate of immunizations within the time period required under Michigan law. Waiver forms that are altered in any manner cannot be accepted by the Academy.

These requirements apply to all students who are enrolled in Kindergarten or 7<sup>th</sup> grade and any newly-enrolled student.

## **Section 21. Homeless Students**

The Academy shall comply with the McKinney-Vento Homeless Assistance Act. Students enrolled in the Academy who meet the definition of "Homeless" under the Act shall be provided a free and appropriate public education in the same manner as all other students enrolled in the Academy. No homeless student will be denied enrollment based on a lack of proof of residency. No Academy Board policy, administrative guideline, practice or procedure shall be interpreted to or applied in a way to inhibit the enrollment, attendance or educational success of a homeless student.

Homeless students shall be provided services comparable to other Academy students including:

1. Transportation services;
2. Educational services that the homeless student is eligible to receive, including services under Title I of the Elementary and Secondary Education Act or similar State and local programs, federal, state and local programs for students with disabilities, and educational programs for students with limited English proficiency;
3. Vocational and technical education programs;
4. Gifted and talented student programs; and
5. Student nutrition programs.

The Academy designates the following individual as the Academy Homeless Liaison:

**Section 22. A Student In Foster Care**

If a child is under the jurisdiction of the probate court and/or is under the care and responsibility of a child welfare agency is placed in foster care, the child will be permitted to enroll in and attend the appropriate grade in the Academy selected by the department of human services or a child placing agency.

**Section 23. Personal Communication Devices.**

A “personal communication device” is a privately-owned device that is used for audio, video or text communications. “Personal communication device” includes, but is not limited to, computers, tablets (*e.g.*, iPads and similar devices), electronic readers (“e-readers,” *e.g.*, Kindles and similar devices), cell phones (*e.g.*, mobile/cellular telephones, smartphones (*e.g.*, BlackBerry, iPhone, Android devices, Windows Mobile devices, etc.)), telephone paging devices (*e.g.*, beepers or pagers), and/or other web-enabled devices of any type.

Except as authorized by an administrator, teacher or IEP team, or by regulations issued by the School Leader or Director, students are prohibited from using personal communication devices during instructional time, including while off-campus on a field trip, to capture, record and/or transmit words or sounds (*i.e.*, audio) and/or images (*i.e.*, pictures/video) of any student, staff member or other person. Students may utilize personal communication devices before and after instructional time, during the student’s scheduled lunch time, or as directed by a teacher or other staff member for educational purposes. Students may possess personal communication devices on their person during times when their use is not permitted, but the devices must be powered off and kept out of sight in backpacks or purses, or in lockers during such times.

The EMO School Leader or Director is authorized to develop regulations to further control student use and possession of personal communication devices.

**ARTICLE IV. FINANCES.**

**Section 1. Fiscal Management.**

The Academy shall comply with all applicable federal and state laws, rules and regulations relative to the fiscal management of the Academy, including, but not limited to, the Uniform Budgeting and Accounting Act, MCL §141.421, *et seq.*

The Academy staff, or, if the EMO is engaged to provide financial services, the EMO shall develop financial processes, procedures and internal controls to ensure the proper accounting of all Academy funds received and expended by the Academy in accordance with generally accepted accounting principles and applicable law. The person(s) charged with financial services shall ensure that the Academy Board receives, in a timely manner, monthly financial statements and reports, quarterly reports, and any other financial reports necessary or requested by the Academy Board.

## **Section 2. Deposit of Academy Funds.**

Within three (3) business day after it receives funds, the Academy directs that such funds be deposited in the Academy Board designated bank, savings and loan association or credit union which is eligible to be a depository of surplus funds belonging to the state, as required by state law.

## **Section 3. Annual Budget and Fund Equity.**

The Academy Board is legally required to adopt an annual budget prior to July 1 of each year for the upcoming fiscal year. The budget is based on projected student enrollment and includes a statement of anticipated revenues from all sources and anticipated expenditures by the Academy. The annual budget shall be prepared and published in conformity with GASB 54. The Academy Board will make every effort to maintain a minimum end of fiscal year fund balance of at least five percent (5%) as required by state law, rules and regulations, with a targeted annual end of fiscal year fund balance between ten percent (10%) to fifteen percent (15%).

The School Leader and Chief Administrative Officer are jointly responsible for preparation of the proposed annual budget and timely presentation to the Academy Board, preferably by May of each year. The Academy Board shall hold a public hearing on the proposed budget in May/June of each year in the manner prescribed by law. The final adoption of the proposed annual budget shall be made by the Academy Board after completion of the public hearing, but no later than June 30.

On a monthly basis, the person(s) charged with monitoring the Academy's finances shall inform the Academy Board of actual or anticipated budget variances and the reason(s) for the budget variances. The person(s) charged with budget preparation shall prepare amended budgets for the Academy Board's consideration and adoption based on the budget variances, as necessary.

The Academy Board may establish financial priorities for the Academy on a short-term, intermediate and long-range basis.

## **Section 4. Grant Funds.**

The Academy Board encourages the solicitation and use of grant funds to enhance the Academy's educational program, school environment and opportunities for students. The financial management and administration of grants must adhere to all applicable federal, state and local laws, rules and regulations, any grantor rules, regulations and conditions of the grant award, and the Academy's policies and administrative guidelines, and shall comply with OMB Circular A-87 and EDGAR (part 76) regarding allowable costs for the use of federal grant funds.

## **Section 5. General Purchasing.**

In order to maintain effective control over the purchase of supplies, materials and equipment for the Academy, the purchase of all supplies, materials and equipment shall comply with all applicable Academy Board policies and State and Federal laws, rules and regulations.

The Academy Board authorizes the School Leader or Director to purchase supplies, materials and equipment necessary for the management, operation and educational program of the Academy that

cost less than the state statutory limit. All purchases must be within budget allocations. All procurement processes should use good administrative practices and judgment and free of any real or apparent conflict of interest. All procurements are to be conducted in a manner which provides open competition as required by law. The lowest responsible bidder shall generally be awarded the contract; however, the Academy Board reserves the right to accept any bid/proposal that it feels is in the best interest of the Academy.

If the reasonably anticipated purchase price for the supplies, materials or equipment exceeds the State of Michigan competitive bidding threshold, as adjusted annually, a procurement process with competitive bids/proposals is required. Competitive bids/proposals are not required for the purchasing of food unless the food purchased in a single transaction costs \$100,000 or more. Academy Board approval is required for purchases over the State of Michigan competitive bidding threshold, as adjusted annually.

Purchases made using competitive bids provided through the State of Michigan programs, other consortiums, or cooperative bids shall satisfy the requirements of this Policy, unless applicable State or Federal law requires otherwise.

The Academy Board reserves the right to: i) accept or reject any and all bids/proposals, in whole or in part; ii) waive any informalities or irregularities in the procurement process or a bid/proposal; iii) award the contract to other than the lowest bidder.

#### **Section 6. Purchasing with Federal Funds (Procurement).**

In order to maintain effective control over the purchase of supplies, materials, equipment and services with Federal monies or under a Federal grant, the Academy shall follow all applicable Federal laws, regulations and standards, as well as all applicable Academy Board policies and applicable State laws, rules and regulations.

It is the general policy of the Academy Board that the purchase of all federally funded supplies, materials, equipment and services be at the lowest possible cost in the best interest of the Academy and all purchases shall be within budget allocations. All procurement processes shall use good administrative practices and judgment and be free of any real or apparent conflict of interest. All procurements are to be conducted in a manner which provides open competition. The lowest responsible bidder shall generally be awarded the contract; however, the Academy Board reserves the right to accept any bid/proposal that it feels is in the best interest of the Academy.

When purchasing supplies, materials or equipment with Federal monies or under a Federal grant, the procurement processes shall also be in accordance with and follow Section 5 – General Purchasing.

When procuring services with Federal monies or under a Federal grant, if the reasonably anticipated cost is less than \$250,000, then the Academy shall contact a reasonable number of potential vendors and obtain informal written quotes for the services from at least three (3) vendors, to the extent possible. If the reasonably anticipated cost for services which will be funded by Federal monies or under a Federal grant is at or over \$250,000.00, competitive bidding shall be used for the procurement of those federally funded services. If it is determined that a formal

competitive process for the procurement of services costing less than \$250,000.00 is in the best interests of the Academy, the Academy may use an appropriate competitive bidding process to obtain bids/proposals for the services.

The School Leader, Director or designee assigned to procure and award federal contracts, shall perform a cost or price analysis in connection with each procurement action, including contract modifications. Detailed records to substantiate procurement decisions, rationale and history shall be maintained on behalf of the Academy. The Academy shall resolve any contract or procurement disputes. The Academy shall take all necessary affirmative steps to ensure that minority firms, women's business enterprises and labor surplus area firms are used when possible in accordance with federal laws, rules and regulations.

Procurement of federally funded supplies, materials, equipment or services through solicitation of a proposal from only one source may be used only when one or more of the following circumstances apply:

- The item can be verified to be only available from a single source;
- The public necessity or emergency will not permit a delay resulting from the competitive bid process;
- A noncompetitive bid/proposal is expressly authorized by the awarding agency; or
- After solicitation from various sources, competition is determined inadequate.

The Academy Board reserves the right to: i) accept or reject any and all bids/proposals, in whole or in part; ii) waive any informalities or irregularities in the procurement process or a bid/proposal; iii) award the contract to other than the lowest bidder.

#### **Section 7. Construction.**

The Academy Board shall develop an efficient system for the construction of new school buildings, and additions to, repair or renovation of, or energy conservation improvements to existing Academy school buildings. All procurement processes should use good administrative practices and judgment and free of any real or apparent conflict of interest. All procurements are to be conducted in a manner that complies with all public bidding requirements. To the extent that emergency procurement may be authorized by applicable law, the term "emergency" means a direct threat to the health, safety or welfare of a member of the public, students or staff of the Academy. All emergency purchases must be reported promptly to the Academy Board and made subject to ratification, along with a complete set of invoices and receipts of payment, by the Academy Board at the next-occurring meeting of the Academy Board following the emergency.

#### **Section 8. Academy Credit Cards. [Optional]**

The Academy Board recognizes that bank credit cards offer a convenient, efficient method of purchasing goods and services for the Academy. The Academy Board shall be solely responsible for designating any person authorized to use an Academy credit card. Such authorization shall be

only for official Academy related purposes. The Academy Board authorizes a limit of \$5,000.00 for each credit card.

All purchases using an Academy credit card must be made by the individual to whom the card is issued, and a detailed report with the receipt(s) of the purchase must be submitted to the office in which the Academy's business activities are conducted within five (5) business days of the purchase(s). The Academy credit card may only be used for the purchase of goods or services for the official business of the Academy and may not be used for purchases for personal purposes or cash advances. Under no circumstances shall the Academy credit card be used to purchase alcohol, personal items or services, or personal entertainment.

All invoices/statements must be approved by the School Leader or Director prior to payment. The balance, including any applicable interest, shall be paid within sixty (60) days of the initial invoice/statement date. Credit card holders shall immediately surrender their card upon request of the Academy Board, the School Leader or Director, or upon separation from employment with the Academy or its EMO or reassignment from the Academy. A lost or stolen credit card must be immediately reported to the School Leader or Director.

Any unauthorized use or misuse of the credit card by a staff member may result in removal from the assignment by the EMO to the Academy and potential legal action by the Academy Board.

#### **Section 9. Investments.**

The Academy Board shall require prudent oversight of the Academy's funds. The School Leader or person that provides business services to the Academy, is responsible for making prudent investment decisions of the Academy's funds that are not speculative, risky or subject to extreme volatility. The School Leader, Director or person that provides business services to the Academy, shall develop and implement procedures and internal controls to protect the Academy's funds and investments. The procedures must comply with the requirements of the Governmental Accounting Standards Board (GASB) and the Michigan Revised School Code.

The financial reports submitted to the Academy Board on a monthly basis shall disclose the Academy's investments with a summary of allocation of assets, credit, investments and risks to the Academy's investments in accordance with generally accepted accounting principles.

Investment professionals or advisors utilized by the Academy must be approved by the Academy Board in advance of any professional advice or work done on the Academy's behalf and must be advised of the Academy's investment requirements and restrictions. All investment professionals utilized by the Academy must meet any required licensing, certification and bonding requirements under state and federal laws, rules and regulations and maintain insurance in the type and amount standard in the industry.

#### **Section 10. Risk Management.**

The School Leader, Director or person providing business services to the Academy shall be responsible for developing and maintaining a risk management program for the Academy. The

program shall contain methods and procedures for identifying, reducing and eliminating risk and, where prudent and feasible, providing for the purchase of insurance.

**Section 11. Audit.**

State law requires an annual audit of all accounts of the Academy by an independent, certified public accountant selected by the Academy Board. The audit shall be conducted in accordance with generally accepted auditing and accounting standards. The audit shall be presented to the Academy Board at a public meeting prior to being filed with the Michigan Department of Treasury and any other reporting entities required by state and federal law.

The Academy Board shall select its independent auditor.

The auditor shall conduct single audits of grants as required by state and federal law, or the terms and conditions of the grant.

**Section 12. Fixed Assets/Inventory.**

The School Leader or Director shall develop and maintain a fixed asset/inventory procedure for equipment and supplies purchased for or on behalf of the Academy or donated to the Academy. Equipment is tangible personal property that has a useful life of more than one (1) year and an acquisition cost of \$1,000.00 or more. All equipment purchased should be properly tagged and inventoried in accordance with the fixed asset/inventory procedure. Equipment purchased with federal funds should be tagged and inventoried as such and used for the specified purpose only. Disposal of equipment purchased with federal, state or local grant funds must be done in accordance with applicable federal and state laws, rules and regulations. The fixed asset schedule shall be updated on a regular basis to reflect purchases and dispositions of assets.

Technology devices and other school equipment costing less than \$1,000.00 that may be subject to theft or misuse should also be inventoried and accounted for. The fixed asset schedule should be updated monthly to include new purchases, retirements or transfers of assets.

An annual inventory of assets should be performed. The annual inventory should determine the type and number, usability and location of each fixed asset.

**Section 13. Surplus Property.**

The School Leader or Director shall identify to the Academy Board at least annually Academy real and/or personal property that is no longer required for Academy purposes and shall recommend procedures to be followed for the sale or disposition of such property. Academy Board approval is required for the process to be used to sell or dispose of the property and the ultimate sale or disposition of the property.

**Section 14. EMO Bonded Employees.**

The Academy Board shall purchase or require its EMO to purchase a blanket or surety bond, in an amount proscribed by the Academy Board, for EMO employees and staff who routinely deal with funds or money of the Academy.

**Section 15. Electronic Transactions.**

The Academy may be a party to an Automated Clearing House (ACH) arrangement. The Academy Board must approve any ACH agreement, including payment approval, account and compliance. All ACH invoices shall be approved by the Academy Board or its designee(s) prior to payment.

**Section 16. Credit Card Holder Data Security.**

If the Academy Board permits the Academy to accept credit card payments, all cardholder data must be protected while in the Academy's possession, will not be stored or maintained in any format, and will be destroyed when no longer required.

**ARTICLE VI. FACILITIES AND OPERATIONS.**

**Section 1. Toxic Hazard and Asbestos Hazard Emergency Response.**

The School Leader, Director or designee shall serve as the Toxic Hazard Preparedness (THP) Officer. The THP Officer shall be responsible for identifying potential sources of toxic hazards, obtaining Material Safety Data Sheets (MSDSs), ensuring that all incoming materials are properly labeled with the identity of the chemical, hazard warning and the source of the chemical, and maintaining a current file of the MSDSs for all hazardous materials present on the Academy's property, among other duties as required by law. The Academy Board will rely on MSDSs from material suppliers to meet hazard determination requirements.

In accordance with state and federal law, the Academy shall have an asbestos management plan for each Academy school building; maintain and update the plan to ensure that it is current with ongoing operations and maintenance; engage in periodic surveillance, inspection, re-inspection, and response action activities; and comply with the EPA regulations governing the transportation and disposal of asbestos and asbestos-containing materials. The School Leader or Director shall be responsible for creating and implementing the asbestos management plan. At least once each school year, the Academy, shall notify the parents, teachers and other staff of the availability of the asbestos management plan. The School Leader or Director shall be responsible to ensure proper compliance with federal and state laws and the appropriate training and instruction of staff and students.

**Section 2. Pest Management.**

The School Leader or Director shall develop rules and regulations to minimize the use of pesticides in the Academy school buildings and on Academy property and use the least caustic pesticides available. Annual notices to the parents of children attending the Academy shall be given within thirty (30) days after the start of school and contain the information required by Michigan law. Advance notice of the application of the pesticide shall be given at least 48 hours before the application of the pesticide by posting the notice at the school building entrance and using one other method permitted by state law, except in cases of emergency. The integrated pest management program shall be available for review by the parents.

**Section 3. Tobacco Free Environment.**

Under state law, the Academy must be tobacco free. No person may smoke, chew or otherwise use tobacco in any form in Academy school buildings, on Academy grounds, whether the Academy is in or out of session, or during Academy-sponsored events either on or off Academy premises. Likewise, the use of e-cigarettes and/or vaporizers are prohibited in Academy school buildings, on Academy grounds, whether the Academy is in or out of session, or during Academy-sponsored events whether on or off Academy premises.

**Section 4. Alcohol and Drug Free Workplace.**

All property of the Academy shall be free of alcohol, illegal drugs and abuse of prescription drugs. Any person who possesses, manufactures, sells, distributes, dispenses, uses or is under the influence of alcohol, illegal drugs, marijuana or marijuana edibles, or is abusing prescription drugs, even with a current, valid prescription, in an Academy school building, on Academy property, attending an Academy-related event, or driving a vehicle either owned or under contract with the Academy, shall be removed/barred from the Academy premises.

**Section 5. Weapons.**

No person shall possess, store, make, or use a weapon in any setting that is under the control and supervision of the Academy, including, but not limited to, property leased, owned, or contracted for by the Academy, at an Academy-sponsored event, or in an Academy-owned or contracted vehicle.

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons may include, but are not limited to, firearms, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.

The School Leader or Director shall refer a person who knowingly violates this policy to law enforcement officials, as required by law, and may take any necessary steps to exclude the person from Academy property and Academy-sponsored events.

This Policy does not prohibit:

- A. weapons under the control of law enforcement personnel;
- B. items approved by the School Leader or Director as part of a class or individual project or presentation under adult supervision, if used for the purpose of and in the manner approved (working firearms and ammunition shall never be approved);
- C. theatrical props used in appropriate settings;

- D. starter pistols used in appropriate sporting events; or
- E. instruments or equipment as required by the curriculum or Academy operations.

All violations of this policy shall be immediately reported to the School Leader or Director.

**Section 6. Bloodborne Pathogens.**

All staff members, EMO employees/staff and third-party contractors/vendors must follow the Universal Precautions for Bloodborne Pathogens where there has been an exposure to blood or other potentially infectious disease. Under Universal Precautions for Bloodborne Pathogens all human blood and certain human bodily fluids are treated as if known to be infectious for HIV, HBV, Hepatitis B and other bloodborne pathogens.

The School Leader or Director shall develop and implement an exposure control plan as required by law. A copy of the exposure control plan shall be maintained in the School Leader or Director's office and in each school health office. Training for any staff working at the Academy who are at daily or occasional risk of exposure shall be provided.

**Section 7. Communicable and Infectious Diseases.**

The Academy shall work cooperatively with the local County Health Department to enforce and comply with the Michigan Public Health Code relative to the prevention, control and containment of communicable and infectious diseases. The Academy shall abide by all state laws, rules and regulations and any emergency orders issued with the force of law relative to the prevention, control and containment of communicable and infectious diseases.

**Section 8. Cardiac Emergency Response Plan.**

Cardiac emergencies may result from sudden cardiac arrest, heart attack, or other causes, and require immediate action. The School Leader or Director shall develop and implement a written cardiac emergency response plan to provide an appropriate response in the event of a cardiac emergency in Academy school buildings and on the Academy's premises. The Academy Board must approve the Cardiac Emergency Response Plan.

The School Leader or Director shall conduct an annual review and evaluation of the Academy's Cardiac Emergency Response Plan, focus on ways to improve the Academy's response process, and report the evaluation results and Plan improvements to the Academy Board on an annual basis.

**Section 9. Emergency Operations' Plan.**

The School Leader or Director shall develop an Emergency Operations' Plan to be approved by the Academy Board. The School Leader or Director shall review the Emergency Operations' Plan annually with local law enforcement.

The School Leader or Director is authorized to close schools in case of inclement weather or other emergencies, in the School Leader's or Director's sole discretion, when it is unsafe for students to attend school or engage in school activities.

**Section 10. Health, Safety and Welfare.**

The School Leader or Director shall develop and implement a custodial and maintenance program for the cleanliness, safety and efficient operation of the Academy buildings and premises that is legally compliant with all safety, health and environmental requirements.

**Section 11. Fire and Emergency Safety.**

As part of the Emergency Operations' Plan, the School Leader or Director shall develop a fire and emergency safety operations plan that complies with state and federal law, rules and regulations. In developing this Plan, the School Leader or Director shall consult with local public safety agencies with which the Academy will work in the event of an emergency.

**Section 12. Designation of Emergency Contact for Michigan State Police.**

The Academy Board shall designate the School Leader or Director as the emergency contact for the Michigan State Police and ensure that the designated School Leader or Director is able to receive reports at any time regarding information submitted to the statewide school safety hotline.

**Section 13. Designation of Liaison to the State of Michigan School Safety Commission and Department of State Police.**

The Academy Board shall designate the School Leader or Director as the liaison to the Michigan School Safety Commission and the Office of School Safety.

**Section 14. Reporting of Incidents of Crime to the Michigan Department of State Police and the Office of School Safety.**

The School Leader or Director shall designate an employee or staff member to report certain incidents of crime to the Department of State Police and the Office of School Safety on a quarterly basis.

**Section 15. Consultation with Local Law Enforcement on New Construction or Major Renovation Plans.**

The Academy, through its designee and its School Leader or Director, shall consult with local law enforcement on new construction or major renovation plans.

**Section 16. Transportation of Students.**

The Academy may provide transportation services for field trips, co-curricular and extra-curricular activities, and a fee may be charged for such transportation. The School Leader or Director shall establish rules, regulations and guidelines for student transportation. Violation of the Academy's

transportation rules, regulations and guidelines may result in the student's removal from Academy-provided transportation services.

**Section 17. Web-Site Accessibility.**

The Academy shall adhere to the applicable and existing standards for website accessibility in order to render the online content accessible. If the current standards, laws and/or regulations change, the Academy shall conform its policies and procedures to meet these changes. The Academy shall perform periodic accessibility audits of its website.

The Academy's website shall be compliant with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act so that students, prospective students, employees and staff, third-party contracted staff, parents, visitors, Academy's guests and members of the public with disabilities are able to acquire the same information, engage in the same interactions and enjoy the same benefits and services within the same timeframe as their nondisabled peers with substantially equivalent ease of use, and are not excluded from participation in, denied the benefits of, or are otherwise subjected to discrimination in any of the Academy's programs, services and activities that are delivered online, as required by Section 504 and Title II of the ADA.

The Academy will designate a Web-Site Accessibility Coordinator as follows:

[Insert Name and Contact Information of Web-Site Accessibility Coordinator]

**Section 18. Acceptable Use Policy: Technology and Internet Safety.**

The Academy's technology resources may only be used for learning, teaching, and administrative purposes consistent with the Academy's mission, goals and Educational Program. The use of the Academy's computer system and access to the use of the Internet is a privilege, not a right. Users of the Academy's computer system and the Internet while using Academy technology have no legitimate expectation of privacy. The Academy reserves the right to monitor all technology resource activity.

The School Leader or Director shall develop and implement administrative guidelines, regulations and user agreements that are consistent with the purposes of the Academy, its mission, goals and Educational Program and that comply with applicable law, including the Children's Internet Protection Act (CIPA) and the Children's On-Line Privacy Protection Act (COPPA). The Academy shall use technological measures to block or filter access to portions of the Internet containing visual depictions of materials deemed obscene or pornographic, including child pornography, and other material that may be harmful to minors, and to comply with CIPA and COPPA.

The Academy shall cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with Academy policies, administrative guidelines, regulations, procedures and user agreements using Academy provided technology and Internet.

**Section 19. Copyrighted Works.**

The Academy shall comply with the federal Copyright Act. The School Leader or Director shall develop and implement administrative guidelines and regulations to comply with this policy.

**Section 20. Privacy of Social Security Numbers.**

The Academy may maintain social security numbers of its students, employees and staff members and others in the ordinary course of business in accordance with Michigan law.

**Section 21. Criminal Justice Information Security.**

As a Noncriminal Justice Agency (NCJA), the Academy is an Authorized Recipient (“AR”), wherein certain Authorized Personnel can request and receive finger-print based Criminal History Record Information (CHRI) checks. The Academy shall ensure compliance with applicable state and federal laws, rules and regulations, and the most current version of the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy, in addition to the Academy’s policies, procedures, and processes. The Academy shall implement this Information Security Policy to ensure appropriate access, maintenance, security, confidentiality, dissemination, integrity and audit requirements of CHRI in all of its forms, whether at rest or in transit.

**Local Agency Security Officer**

The School Leader or Director shall designate a Local Agency Security Officer (“LASO”) to complete and return to the Michigan State Police, Security & Access Section (SAS), a Noncriminal Justice Agency Local Agency Security Officer Appointment (CJIS-015). The most current form of the LASO appointment form must be kept on file by the MSP and the Academy. Prior to access to CHRI, all Authorized Personnel and the LASO must have completed a finger-print based CHRI background check. The Academy shall retain and keep current a list of individuals authorized to access CHRI and shall make the list available to the MSP upon request.

Contractors and vendors with access to the Academy system hardware and software must have completed a state and federal finger-print based CHRI background check and may not have a felony record of any kind or a confirmed outstanding arrest warrant.

The LASO or authorized designee shall terminate access to CHRI within 24 hours’ notice that the individual’s relationship with the Academy has been terminated. Individuals with access to CHRI that have been reassigned or transferred shall have their access to CHRI reviewed by the LASO or authorized designee to ensure access is still appropriate. If not, then access will be immediately terminated.

**CHRI Media Protection**

CHRI media, storage and access and transport (digital and/or physical) must be protected and secured at all times. Digital and physical CHRI media shall be securely stored within physically secured locations or controlled areas within the Academy's facility unless otherwise permitted. Access to such media is restricted to authorized personnel only and shall be secured at all times when not in use or under the supervision of an authorized individual. Physical CHRI media must be maintained within a lockable filing cabinet drawer located in the locked office of the LASO. Digital CHRI media shall not be stored on any electronic devices at the Academy. All digital communications sent via email will be sent directly to the LASO's secured email address on the computer solely designated for CHRI and Academy Board information.

In the event, the CHRI media must be moved outside of its secured location or controlled area, the LASO and the School Leader or Director shall establish and implement appropriate security controls to prevent compromise of the data while transporting. The transport of CHRI media may only be conducted by authorized CHRI personnel.

### **Digital Media Sanitation and Disposal**

If digital CHRI media devices are determined to no longer be needed by the Academy, or the media devices will be disposed of or replaced, the devices shall be sanitized and disposed of according to the most current FBI CJIS Security Policy. Due to the presence of temporary files (data remanence), devices where digital media was once stored, processed and/or used for dissemination (fax, scanners, computers, laptops etc.) shall be sanitized in a manner that gives assurance that the information cannot be recovered prior to disposal of or upon reassigning or recycling such devices. An "erase" feature (e.g. putting a document in a "trash can" icon) or deleting a file is not sufficient for sensitive information because the information may still be recoverable. The Academy shall consult with its information technology professionals to sanitize the device, and clear (wipe) the data. This process shall be witnessed by the authorized user, or the LASO.

### **Disposal of Physical Media**

Once physical CHRI media (paper copies) is no longer needed by the Academy, media shall be destroyed and disposed of according to the FBI CJIS Security Policy. The LASO shall immediately shred the CHRI on the premises. The CHRI results shall not be placed in a shredding bin or recycling bin for shredding or disposal by another individual or organization. The Academy must follow the Michigan Public School CHRI record retention policies. CHRI shall be maintained for the duration of the individuals' employment with the Academy or EMO plus ten (10) years.

### **Incident Response**

All individuals with direct or indirect access to CHRI shall be trained on how to handle an information security incident. Such training shall be included within the Academy's Security Awareness Training. Procedures shall be in place to track and document information security incidents, whether physical or digital, on an ongoing basis. When an incident has been determined to be a breach involving CHRI, the Academy, through its School Leader shall report the security breach to the Michigan State Policy Information Security Officer by using the "Information

Security Officer (ISO) computer Security Incident Response Capability Reporting” form (CJIS-016).

Should the LASO suspect a breach, the LASO shall notify the School Leader or Director within 24 hours. The School Leader or Director shall notify the Academy Board President immediately. If the School Leader or Director suspects a breach, the School Leader or Director shall notify the Academy Board President within 24 hours. Should an employee or staff member suspect a breach, they shall notify the School Leader or Director and the Academy Board President within 24 hours. Should an employee or staff member of the EMO, a third-party vendor or contractor suspect a breach, the individual shall notify the School Leader or Director and the Academy Board President within 24 hours.

If any person suspects a CHRI security breach, that person shall confer with the Academy Board, and the School Leader or Director regarding the suspected incident. The School Leader or Director may confer with the to determine whether any individual accessed or received CHRI information. The School Leader or Director shall report the results to the LASO.

### **CHRI Safeguard Procedures**

The Academy, through its School Leader or Director, shall utilize the following digital and physical safeguard procedures:

1. Follow this Information Security Policy to maintain hardware and software to prevent unauthorized access or intrusion into Academy information systems (firewalls, virus detection, malware/spyware detection). Maintain locked doors and/or cabinets to prevent unauthorized physical access to CHRI.
2. Use information security protocols to monitor and detect unauthorized access to electronic media. Monitor the secure aware by alarms and provide only electronic access and office keys to the LASO.
3. **Analysis:** If a suspected breach occurs, the LASO, Academy Board or the School Leader or Director shall conduct an investigation to identify if a breach occurred, how the breach occurred and what systems or data were compromised and affected.
4. **Containment:** The LASO, Academy Board or the School Leader or Director shall take action to stop the spread of suspected intrusion, prevent further disclosure or contain the suspected breach.
5. **Eradication:** When necessary, the LASO, Academy Board or the School Leader or Director shall create a removal plan of the intrusion before the system is restored and steps are taken to prevent reoccurrence.
6. **Recovery:** The LASO shall take steps to recover the missing or disclosed CHRI files or documents and store them according to Academy CHRI storage protocols.
7. **Reporting:** The Academy, through its School Leader or Director shall promptly report digital and physical incidents that significantly endanger the security or integrity of the Criminal Justice Information (CJI) to the Michigan State Police “Information Security Officer (ISO) on CJIS-016 FORM in compliance with the FBI Criminal Justice Information Services (CJIS) Security Policy. The CJIS-016 FORM is located at the SAS website: [www.michigan.gov/cjicats](http://www.michigan.gov/cjicats) (Forms).

8. The Academy, through the LASO, Academy Board or the School Leader or Director may contact law enforcement and make a report or contract the ESP's and the Academy's legal counsel, if considering pursuit of a civil and/or criminal action.
9. The LASO shall retain any completed CJIS-016 Form(s) in the same locked filing cabinet that stores the Academy CHRI results at the Academy's facility.

### **Lost Mobile Device**

If a mobile device with CHRI information has been lost, the Academy, through its School Leader or Director, shall report if the owner of the device believed the device was locked or unlocked, whether CHRI was stored on the device and whether the Academy, through its capable remote tracking or wiping the device. The Academy, through its School Leader or Director, shall report any compromise of the device when the intrusion occurs within the owner's possession and whether the owner is outside of the United States.

If the LASO loses a device or believes that a breach of security has occurred, the LASO shall immediately report it to the School Leader or Director and complete the CJIS-016 Form. The Academy, through its School Leader or Director shall use and retain completed CJIS-016 forms on an ongoing basis in order to meet the requirements in this policy for tracking.

### **Secondary Dissemination**

If permitted by law, and the Academy releases a CHRI response to another Authorized Recipient pursuant to authorized sharing provisions, a log of such releases shall be established, implemented and kept current. The log shall be maintained indefinitely and shall be made available to the Michigan State Police representative for audit purposes.

Fields required for the log are:

1. Date the record was shared.
2. Record disseminated.
3. Requesting agency.
4. Requestor's name.
5. Method of sharing; U.S. Mail, landline fax, or within the Criminal History Record Internet Subscription Service (CHRISS). (No emailing may be used unless encrypted).
6. Academy personnel that shared the CHRI.

### **Security Awareness Training**

The Academy, through its School Leader or Director, shall establish, implement and administer basis Security Awareness Training (SAT) that meets the minimum standards provided within the most current version of the FBI CJIS Security Policy. The LASO will, every two (2) years and starting from the date the Academy adopts the SAT, review the FBI CJIS Security Policy to ensure that the Academy implemented SAT meets the current requirements.

All individuals having access to CHRI, whether digital or physical, shall complete the SAT provided by the Academy, through its EMO, within six (6) months of assignment and every two

(2) years thereafter. The Academy, through its EMO, shall also include any or all Information Technology (IT) personnel having access to digital systems used to process CHRI. The Academy shall document and keep current completed SAT records.

**Section. 22. Data Breach Response Plan.**

The EMO shall develop a Data Breach Response Plan on behalf of the Academy, which Plan must be approved by the Academy Board.

**ARTICLE VII. COMMUNITY RELATIONS.**

**Section 1. Information Generally.**

The Academy Board recognizes and affirms the right of citizens to be regularly informed and to be able to obtain information about the objectives, conditions and achievements of the Academy.

**Section 2. Freedom of Information Act.**

In accordance with Michigan’s Freedom of Information Act (“FOIA”), MCL §15.231, *et seq.*, the Academy shall make public records, as defined in FOIA, available for inspection or copying. The School Leader or Director is designated as the Academy’s FOIA Coordinator. The FOIA Coordinator may designate another individual to act on his or her behalf when the FOIA Coordinator is unable to do so. The School Leader shall issue procedures and guidelines necessary to implement the requirements of the FOIA, including a schedule of costs to be charged in responding to the FOIA requests, and shall publish those procedures and guidelines as required by the FOIA.

**Section 3. Community Input.**

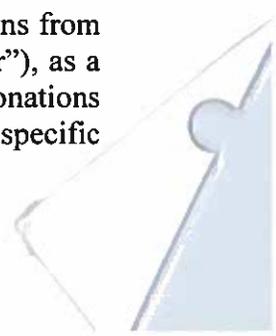
The Academy welcomes input from community members at Academy Board meetings or at other appropriate times. The Academy Board believes that community involvement in the affairs of the Academy is essential and valuable and will endeavor to provide reliable and efficient ways to permit public input into the decision-making process.

**Section 4. Complaints.**

The School Leader or Director shall issue administrative guidelines identifying procedures for investigating and responding to complaints by members of the public against the Academy, Academy Board or employees and staff members or third-party vendors/contractors. A complaint concerning the may be made to the Academy Board President.

**Section 5. Gifts, Grants, Bequests and Donations.**

The Academy appreciates and is empowered to receive gifts, grants, bequests or donations from members of the public, trusts, decedents’ estates, and other entities (collectively “Donor”), as a reflection of public interest in and good will toward the Academy. While anonymous donations are also appreciated and accepted, if the Donor intends for a donation to be used for a specific



purpose, the Donor must complete the Academy's Donation Form. A donation of real property requires prior approval of the Academy Board.

**Section 6. Use of Academy Facilities.**

The Academy Board may permit the reasonable use of its buildings and grounds by responsible community groups, provided that such use does not interfere with the daily school routine or any Academy-sponsored activity, or unduly jeopardize the condition of Academy facilities. Rental or use of Academy facilities may take place only if approved in advance by the School Leader, Director or designee. The School Leader or Director, in consultation with the Academy Board, shall issue administrative guidelines governing the use or rental of Academy facilities. A written use and rental agreement shall be prepared by the or designee and approved by the Academy Board.

**Section 7. School Visitors.**

The Academy encourages visits to school by parents, other adult community residents, or other educators, so long as those visits do not disrupt or otherwise interfere with the Educational Program or process. Any visit shall be arranged in advance with the School Leader or Director or the building administrator, as applicable. The School Leader, Director or designee have the authority to prohibit entry to an Academy building of any person, or to remove/expel any person, if there is reason to believe that such person's presence would be detrimental to the educational process or the good order of the Academy. The School Leader or Director shall develop administrative guidelines specifying the procedures that permit reasonable attendance by visitors and protect the educational environment.

**Section 8. Academy Support Organizations.**

An Academy Support Organization is a non-profit entity formed and operating for the purpose of supporting Academy programs. The Academy's name shall not be used by an Academy Support Organization without the approval of the Academy Board of Directors.

**Section 9. Advertising; Distribution or Posting of Information.**

Advertising for or against a political candidate or campaign is not permitted on Academy property. Advertising of religious services or religious-related activities is not permitted on Academy property.

**Section 10. Volunteers.**

Any volunteer who will work with or have access to students on a regular basis shall be pre-screened using the Internet Criminal History Access Tool (ICHAT) or similar database. The School Leader, Director, or administrators shall not be required to accept a volunteer whose history or skills are not in accord with Academy standards and needs. The School Leader or Director shall issue and enforce guidelines governing the use of volunteers.

**Section 11. High School Diplomas to Qualified Military Veterans.**

The Academy Board honors the service provided to our country by veterans of World War II, the Korean Conflict and the Vietnam Era. The Academy Board is honored to issue high school diplomas to veterans who began their service without completing high school, and who comply with the provisions of MCL §35.341. The School Leader or Director is authorized to accept applications and documentation from veterans identified above and shall make recommendations to the Academy Board whether the veteran should be awarded their diploma.